



EXHIBIT T 22

LINDA MTI





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

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A.
RULE 3.3 NOTICES ISSUED





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

NOTICE IN TERMS OF RULE 3.3

TO : MR LINDA MTI

**AT : UNIT 101, STAND 194
 BLUE HILLS EXT 21
 1685**

**AND AT : 61 COMBRETUM STREET
 SAGEWOOD X1
 1682**

EMAIL : lindamti@yahoo.com

CELL : 078 466 0274 / 082 851 9934 / 083 201 0106

**IN TERMS OF RULE 3.3 OF THE RULES OF THE JUDICIAL COMMISSION OF
 INQUIRY INTO ALLEGATIONS OF STATE CAPTURE, CORRUPTION AND
 FRAUD IN THE PUBLIC SECTOR INCLUDING ORGANS OF STATE ("THE
 COMMISSION"), YOU ARE HEREBY GIVEN NOTICE THAT:**

- 1 The Commission's Legal Team has presented the evidence of Mr Angelo Agrizzi ("Mr Agrizzi"), Mr Andries van Tonder ("Mr van Tonder"), Mr Frans Vorster ("Mr Vorster") and Mr Richard le Roux ("Mr le Roux") at its hearing held at 4th Floor, Hill on Empire, 16 Empire Road, Parktown, Johannesburg. The presentation of this evidence took place from the 16th to the 31st of January 2019. The evidence in question implicates, or may implicate you, in unlawful, illegal or improper conduct in the respects set out below.
- 2 The allegations set out in the evidence of Mr Agrizzi, Mr van Tonder, Mr Vorster and Mr le Roux implicate you, in, *inter alia*, the following respects:
 - 2.1 In or around the years 2004 to 2010, during and after your term of office as the National Commissioner of the Department of Correctional Services, you allegedly-
 - 2.1.1 elicited and/or received bribes; and
 - 2.1.2 orchestrated, facilitated and authorised various acts of corruption, bribery, fraud, money laundering and tax evasion.
- 3 The statement of Mr Agrizzi which implicates you in the above allegations is annexed hereto marked "A". Your attention is drawn to paragraphs 25.23, 29.1, 29.5, 29.5.1, 29.5.2, 29.5.3, 29.5.4, 29.5.5, 29.5.6, 29.5.7, 29.5.8, 29.6, 29.7, 29.8, 35.1, 35.2, 35.3, 35.5, 35.6, 35.7, 35.8, 35.9, 37.6, 38.4, 42.5 and 42.6 of his statement.
- 4 The statement of Mr van Tonder which implicates you in the above allegations is annexed hereto marked "B". Your attention is drawn to paragraph 95 of his statement.
- 5 The statement of Mr Vorster which implicates you in above mentioned allegations is annexed hereto marked "C".
- 6 The statement of Mr le Roux which implicates you in the above allegations is annexed hereto marked annexure "D".

7 The full transcript of all witnesses' testimonies can be found on our website, www.sastatecapture.org.za.

8 If you wish to:

8.1 give evidence yourself;

8.2 call any witness to give evidence on your behalf; or

8.3 cross-examine the witness

then you must apply, within fourteen (14) calendar days of this notice, in writing to the Commission for leave to do so.

9 The witness statement and annexures thereto provided to you, are confidential. Your attention is drawn to Regulations 11(3) and 12(2)(c) governing the Commission, which make it a criminal offence for anyone to disseminate or publish, without the written permission of the Chairperson, any document (which includes witnesses' statements) submitted to the Commission by any person in connection with the Commission's inquiry.

10 An application referred to in paragraph 8 above must be submitted to the Secretary of the Commission. The application must be submitted with a statement from you in which you respond to the witness's statement in so far as it implicates you. The statement must identify what parts of the witness statement are disputed or denied and the grounds on which they are disputed or denied.

11 In the event that you believe that you have not been given a reasonable time from the issuance of this notice to the date on which the witness is to give evidence as set out above and you are prejudiced thereby, you may apply to the Commission in writing for such order as will ensure that you are not seriously prejudiced.

12 Please take note that even if you do not make an application under rule 3.4:

- 12.1 in terms of rule 3.10, the Chairperson may, at any time, direct you to respond in writing to the allegations against you or to answer (in writing) questions arising from the statement; and
- 12.2 in terms of Regulation 10(6) of the Regulations of the Judicial Commission of Inquiry into Allegations of State Capture, Corruption and Fraud in the Public Sector including Organs of State GN 105 of 9 February 2018 published in Government Gazette 41436, as amended, the Chairperson may direct any you to appear before the Commission to give evidence which has a bearing on a matter being investigated.
- 13 The extracts of the witness statement provided to you are confidential. Your attention is drawn to Regulations 11(3) and 12(2)(c) governing the Commission, which make it a criminal offence for anyone to disseminate or publish, without the written permission of the Chairperson, any document (which includes witnesses' statements) submitted to the Commission by any person in connection with the Commission's inquiry.

DATED at PARKTOWN on this 27th day of FEBRUARY 2019.



MR P PEDLAR
Acting Secretary
Judicial Commission of Inquiry into Allegations of
State Capture, Corruption and Fraud
in the Public Sector including Organs of State

11



any investigation.

- 24.5 At some stage, Vincent Smith intimated a reservation in regard to the credibility of Seopela and he insisted on dealing directly with myself or Gavin Watson. We then excluded Seopela from all arrangements.
- 24.6 At some stage the members of the standing committee were reviewed. Magagula and Winnie Ngwenya were no longer members of the committee and were therefore no longer part of the process. The payments to them stopped.
- 24.7 During 2016, the payments to Vincent Smith increased to R100 000-00 per month. These payments were made by Gavin Watson and were handed to Vincent Smith at meetings. When Gavin Watson was not available the money was given to me to deliver to Vincent Smith. At that stage, frequent meetings were held with Vincent Smith where he would brief Gavin Watson on the activities within the Department. He would also intervene when Zach Modise (hereinafter referred to as Modise) was appointed as the National Commissioner of Correctional Services to put pressure on the National Commissioner to ensure a favourable attitude towards Bosasa. He informed us during meetings that he would also assist during committee meetings in parliament to ensure favourable decisions towards Bosasa.
- 24.8 It was during this time that a crime incident occurred at Vincent Smith's house in Constantia Kloof in Roodepoort. Gavin Watson offered to instal a security system and a camera system at his house. I instructed Richard Le Roux (hereinafter referred to as Le Roux) to implement a Cathexis video system, an alarm system, electric fencing and various other security infrastructural hardware at his house. At a later stage, gate motors, electrical fencing and perimeter control were also installed at his house.



1994-1995

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The equipment was paid for in cash and was installed by Sondolo IT (Pty) Ltd. I have further documentary evidence in regard to the above which I am happy to provide to the Commission.

24.9 Gavin Watson supplied me with a printout of an amount payable to Aberswyth University for the university fees of Vincent Smith's daughter. Vincent Smith indicated that this amount was to be paid via a cash deposit in an account called Euroblitz. This payment was made by Jacques Van Zyl at FNB on instruction by Gavin Watson (See Annexure "H", a proof of payment).

24.10 Subsequent to this payment, I became aware of the fact that Vincent Smith had an interest in Euroblitz (Pty) Ltd. The payment for Vincent Smith's daughter's following year of study was paid to Euroblitz.

24.11 Pursuant to the Smith matter being raised in Parliament, Smith made a claim that I had arranged a loan to him. This is totally devoid of the truth. I would never have arranged a personal loan in cash, nor could I on behalf of the Bosasa arrange a loan for Vincent Smith. Everything I did was on instruction of Gavin Watson.

24.12 On one occasion Smith requested a loan from me. I refused. At the same time he offered to sell to me his shareholding in a hospital at Waterfall Estate. I refused the offer.

Department of Correctional Services

25.

25.1 Prior to meeting Gillingham at Lindela in 2003, I was not aware of his involvement with Bosasa and/or Gavin Watson.



www.psa.co.za

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25.2 I was aware that there was a contract with The Department of Correctional Services Boksburg Management Area for the supply of beef to prisons by Bosasa's butchery which was operated under Dyambu Trading (Pty) Ltd. I received, saw and filled the orders for delivery but I had no connection with this contract. I later learnt that this agreement was arranged between Gillingham and Paul (Vossie) Vorster. When Paul Vorster died, Mansell on his return took it over and developed a relationship with Gillingham.

25.3 In late 2003 I met Gillingham at Lindela Repatriation Centre. I was introduced to him by Gavin Watson who informed me that we would be working closely with him. I did not know the specifics of how we would be working closely with him.

25.4 It was shortly after this that Gavin Watson informed me that he wanted to abandon the catering contracts with the mines and venture into catering and security contracts for government and state owned enterprises.

25.5 Gavin Watson informed high ranking Bosasa employees including me, that he wanted to get out of mining because it had become too expensive having to pay bribes. It was a very competitive market and getting payment from the mines was difficult and delayed due to the fluctuation in the gold price.

25.6 During the course of 2004, Bosasa was awarded a training contract by the Department of Correctional Services. I had nothing to do with the awarding of this contract. I found out about this contract when Dr Jurgen Smith invited me to a function for the awarding of the contract. This function appeared to be co-ordinated by Dr Jürgen Smith and Mark Taverner (hereinafter referred to as Taverner), a Bosasa employee. Mark Taverner is the brother-in-law of Gavin Watson.



● 2014 年 12 月 1 日起实施




25.7 At that stage I was not aware that Taverner would be involved in the furnishing of officials' houses.

25.8 At the beginning of 2004, I met Gillingham for the second time. Gavin Watson had informed me on the previous day that I, together with other employees of Bosasa Operations (Pty) Ltd, were to attend a tour of prisons around the country with Gillingham to evaluate the catering needs and concerns of the Department of Correctional Services and to create a blueprint for catering and services as to how the Department could deal with the problems identified. We, as employees of Bosasa, were further informed not to wear anything that would identify us as employees from Bosasa and that the tour would be co-ordinated by Mansell and Gillingham.

25.9 The following people were on this tour of Department of Correctional Services prisons:

25.9.1 Myself;

25.9.2 Frans Vorster (logistics):

25.9.3 Hennie Viljoen (maintenance and technical):

25.9.4 Mansell (business consultant); and

25.9.5 Patrick Gillingham.

25.10 We visited prisons in:

25.10.1 Johannesburg:



25.10.2 Port Elizabeth:

25.10.3 Durban;

25.10.4 Cape Town;

25.10.5 Pretoria; and

25.10.6 Modderbee.

25.11 The first meeting took place at Johannesburg Management Area, where I met with the Area Commissioner at the time Mr Hento Davids, who led the tour of the facilities and the catering operations.

25.12 On these tours we talked to people on the ground in order to compile an analysis report. This report was compiled by myself in the evenings after touring each facility.

25.13 The flights and hotel accommodation were pre-booked by Bosasa. It could possibly have been booked via Blakes Travel but I do not have first-hand knowledge of the booking or payment of the invoices.

25.14 All extra hotel expenses for the Bosasa employees who attended the tour were paid for by me. I did not pay for any of the additional hotel expenses on behalf of Gillingham.

25.15 After arriving back at the office and as part of the report to be filed, I instructed an employee, Johan Helmand (herein after referred to as Helmand), who at the time was the manager of the control room at Bosasa, to draw up a diagram with explanation of a CCTV system based/



on the design of Lindela and the Youth Centres that could be used in the correctional services environment. I supplied him with some information we had obtained from the people on the ground.

25.16 The report was finalised after comment and final approval by Gavin Watson. I was then instructed by him to send the report to Mansell. Gavin Watson supplied me with two email addresses, namely:

25.16.1 kobus@bfn.co.za

25.16.2 stokkies@bfn.co.za

25.17 I believed, at the time, that Bosasa was acting as a consultant for the Department of Correctional Services to assist them to determine what was necessary in their facilities. At that stage I did not know that this document would become the specifications documents used as part of the invitation to bid for the catering tender, dealt with hereunder.

25.18 The first time that I saw that the report was used for the specifications of the tender was when I was supplied with the invitation to bid and given an instruction by Gavin Watson to respond to the invitation and bid for the tender. (I cannot remember all the specific dates and have used the Special Investigating Unit's Report to assist me with dates of events. The report is attached hereto as Annexure "J" (herein after referred to as the SIU Report.))

25.19 The bid was advertised on 21 May 2004.

25.20 I pointed out to Gavin Watson that large portions of the analysis report I had submitted to Mansell, as well as its conclusions, appeared to have been used as the specifications document, which formed part of the



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invitation to Bid for the catering tender. His response to me was that he had it under control and told me that we were going to be awarded the tender and that I must just do the paper work.

25.21 I, together with a team, compiled the response to the Invitation to Bid. The contract was awarded to Bosasa on 20 July 2014. It was for rendering of services for a period of three years. The contract value was R239 427 694-00 per annum. Bosasa was informed that it was the successful bidder on 27 July 2004.

25.22 The costings in the bid documents were deliberately understated. Actual costs eventually charged and paid were 35% higher. I can provide detail on request.

25.23 On approximately 29 September 2004, on instruction of Gavin Watson, I made a proposal to Gillingham that seven satellite correctional centres be included in the catering tender. I know that at the time Mansell had discussed and negotiated this with Gillingham, as Mansell had told me about it and I was present whilst Gavin Watson issued the instruction to me. This expansion was authorised by Richmond Linda Mti (hereinafter referred to as Mti) on 17 May 2005. Mti was the National Commissioner of Correctional Services. To the best of my recollection, the value of this expansion was approximately R14 000 000-00 per month. This expansion was not authorised by the original tender documents. Nor did this expansion go out to tender.

26.

26.1 After the award of the contract I, together with a number of employees (if not all) received substantial salary increases.



NEW JERSEY



- 26.2 After the catering tender had been awarded to Bosasa, in November 2004, a presentation meeting was arranged at SuperSport Park in Centurion. This was a presentation on the progress of the tender award Bosasa had received, as well as expanding on other services that could be offered by the Bosasa Group. This was the first time that I met Mti and the third time I encountered Gillingham.
- 26.3 I, and a number of directors of Bosasa attended this meeting. Mansell and Gavin Watson were not present. In total around 40 people attended the presentation. They were from both the Bosasa Group and the Department of Correctional Services.
- 26.4 Mti introduced himself to everyone in the group as everyone else did. On this occasion I had no further interaction with him.
- 26.5 The following day, Gavin Watson informed me that he had received good feedback from Mti on the presentation we had given. I was further informed that an access control contract would be in the pipeline shortly.
- 26.6 Gavin Watson and Mansell instructed me to draft the specification document for an access control tender that would be advertised. I was further instructed to draft the specifications in such a way that it would be a foregone conclusion that Bosasa and no one else would meet the requirements. The Department of Correctional Services supplied Mansell with an overview of their needs and I used Johannesburg Prison as a model as I previously had access to it.
- 26.7 I did as I was told, showed it to Gavin Watson who approved it and again sent the document to Mansell at:

26.7.1 kobus@bfn.co.za



26.7.2 stokkies@bfn.co.za

26.8 The Invitation to Bid was advertised on 4 February 2005. The instruction came from Gavin Watson to respond to the Invitation to Bid for the tender under the name of Bosasa Security (Pty) Ltd. I together with a team compiled the response application to the invitation to bid. Before we submitted the document, Gavin instructed Tony Perry (Bosasa Group company Secretary) to establish a new company under which the bid could be submitted. Sondolo IT (Pty) Ltd was established. The necessary amendments were effected and the application was submitted.

26.9 Sondolo IT (Pty) Ltd was awarded the contract on 11 April 2005. As far as I can recall it was a two-year contract. This contract was later expanded to include the staffing of the control rooms at 66 sites. The expansion took place after the awarding of the initial contract. Its cost was R236 997 385.31.

26.10 After the award of the contract, I was called into a meeting by Gavin Watson with Ishmael Dikane (at the time his surname was Mncwaba hereinafter referred to as Dikane), Gumede and Leshabane (all directors of Bosasa) and was told that I was doing a good job. I was also told to trade in my old Audi A6 for the new Audi A6 and that the company would cover the shortfall which was around R174 000-00. Dr Jurgen Smith completed the requisition for the cheque for the car.

27.

27.1 During 2005, I had informal discussions with Gavin Watson regarding the high-security fencing at the Department of Correctional Services facilities. These discussions were initiated by him. It was evident to me that he was aware of the fact that the Department had a specific need in this regard. I was not aware of this. Gavin Watson saw this as a further potential



27.3 Beta Fence sent some test panels to the Bosasa offices, together with a taut wire system to be installed as a "test fence". This was done before any discussions of a potential tender.

27.5 Soon thereafter, I attended a meeting with Gavin Watson, Mansell, Michael Roodenburg (managing director of Beta Fence, South Africa), JP Hobbs (an engineer) and another gentleman called Riaan. During this meeting, it appeared that JP Hobbs and Riaan were involved in companies called Teq-con and Modutec. The discussion dealt predominately with working with these companies on a project with the Department of Correctional Services. One of the possibilities that was raised was for them to sub-contract with Sondolo IT (Pty) Ltd. Later these two companies became suppliers.

27.6 Gavin Watson negotiated the purchasing of a company called Phezulu Fencing (Pty) Ltd. I do not know the specifics of the agreement except that the sale would only go through once it was awarded the Duplo fencing contract from the Department of Correctional Services. This was



done to hide the fact that the Bosasa Group would be awarded another Department of Correctional Services tender contract.

- 27.7 It was agreed that Gloria Josephs who was a shareholder with Roodenburg's wife in Phezulu Fencing, would be paid a nominal fee of a few million rands and would be allowed to subcontract as Gordian (Pty) Ltd (another company they had). Gloria Josephs would still have to appear in meetings as the CEO of Phezulu Fencing but in name only.
- 27.8 At around the same time, Gavin Watson entered into a supply agreement with Beta Fence, whereby, upon Phezulu Fencing being awarded a Department of Correctional Services contract for the Duplo fencing, Beta Fence would supply the fencing material to Phezulu Fencing at a lower cost than it would supply the materials to any other company. In turn Beta Fence would transfer 26 percent of its shares at no cost to two trusts controlled by Gavin Watson, Bopa and Phafoga.
- 27.9 In approximately 2005 I accompanied Mansell to Bloemfontein to meet with Geoff Greyling from SA Fence and Gate (Pty) Ltd. The goal of this meeting was to make arrangements for SA Fence and Gate to become subcontractors to Phezulu Fencing after it had been awarded the Duplo fencing contract for the installation of the fences. A similar arrangement was made with a number of other companies including:
- 27.9.1 Live Wire (Pty) Ltd;
- 27.9.2 Gordian (Pty) Ltd
- 27.9.3 Mavundla Iron Clad (Pty) Ltd;
- 27.9.4 LJ Civils (Pty) Ltd (a company in which Mansell and his son had an



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son had an

interest); and

27.9.5 Jaco Pitzer, who represented a company whose name I cannot recall.

27.10 The aforementioned arrangement required each of the aforementioned companies to submit separate tender applications for the Duplo fencing tender. These tender applications were compiled at Bosasa Operations (Pty) Ltd offices.

27.11 Mansell compiled a specifications document for 47 Department of Correctional Services sites for fencing and security, including the specification for taut wire and sensors as well as Duplo fencing. He asked me to scrutinise the document which I did. I was told by Mansell that Phezulu Fencing (Pty) Ltd was positioned to be awarded the tender. He further informed me that he and his son were already working at various correctional sites, doing surveys with a theodolite and an engineer and plotting out various correctional centres. This happened long before the tender documents were even issued. He said that this advantage would allow Phezulu Fencing (Pty) Ltd's costing to be more accurate (a benefit which other bidders did not have).

27-12 I was to oversee the bidding process and to put a team together to draft the tender bid. I requested that another team be placed on the project as I was extremely busy and was spending weeks on the various catering and security installation sites. Gavin Watson agreed; but insisted I maintained oversight. I later learned that this was done by the team in conjunction with representatives of the various sub-contractors referred to above, on instruction by Gavin Watson and Mansell. I had very little to do with the drafting of the bid.



Abstract



- 27.13 I observed representatives of the various companies referred above working together at the Bosasa premises compiling their respective bids in collusion. They were relaying information to Gavin Watson and Danny Mansell. I raised my concern at this with Gavin Watson and Danny Mansell. Gavin Watson told me that he had matters under control.
- 27.14 The fencing tender was advertised on 14 October 2005. It was awarded to Phezulu fencing (Pty) Ltd on 29 November 2005. The tender contract value was R486 937 910.00.
- 27.15 The project ran its course and culminated in a maintenance contract which was managed by Sondolo IT (Pty) Ltd. Sondolo IT (Pty) Ltd also supplied security equipment in respect of this project.
- 27.16 Subsequent to the tender being awarded to Phezulu Fencing (Pty) Ltd, I, on instruction of Gavin Watson, attended meetings of Beta Fence (Pty) Ltd, as a representative of the 26% shareholders.
- 27.17 On the instruction of Gavin Watson, I arranged with Beta Fence (Pty) Ltd to pay the dividends in respect of these shareholders into the trust account of attorney Biebuyck. I instructed attorney Biebuyck to in turn transfer this money to Bosasa.
- 27.18 Tony Perry, as the company secretary, saw to the arrangements for the transfer of the shares in Phezulu Fencing (Pty) Ltd into the names of Bopa and Phafoga.
- 27.19 The manner in which this contract was structured, involving as it did trusts, assisted in concealing the real beneficiary, Bosasa.



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28.

28.1 In late 2005 I met Gillingham for the fourth time. I bumped into him at Bosasa's offices. Mansell was present. We had a 5-minute informal discussion about problems with televisions in correctional facilities. He requested me to design a solution which would include an integrated television distribution system with centralised management for every prison cell. The unit had to be internationally rated as Ingress Protection 65, which included the unit to be waterproof and vandal resistant.

28.2 Mansell and Gavin Watson indicated to me that the Department of Correctional Services had surplus funds in their budget that they needed to spend and that I must design a system where a television was placed in every cell and which was centrally distributed. The system had to incorporate a networked interface which would be able to be used to integrate future data transmission in each and every prison cell in the country, so that at a later stage security applications such as cell phone detection, cameras and other Internet Protocol compatible devices could be incorporated with ease. At the same time there were talks about developing an integrated computerised offender management system.

28.3 I consulted with various role players in the industry and designed such a system, which was submitted to Mansell and Gillingham.

28:4 I was then instructed by Gavin Watson to have a specifications document drawn up. The specifications document was drafted by myself and Elandre Fourie from Pinnacle Micro (Pty) Ltd.¹

28.5 The invitation to bid was advertised on 14 October 2005. The instruction from Gavin Watson was to bid for the tender under the name of Sondolo IT (Pty) Ltd. It was a foregone conclusion that Sondolo IT (Pty) Ltd would be awarded the contract.



of Sondolo
Ltd would

28.6 Sondolo IT (Pty) Ltd was awarded the contract on 3 March 2006. It was a once-off service delivery agreement. The contract value was R224 364 480.00.

29.

29.1 In 2006, Mti wanted a company registered in his mother's name, Leonora. Gavin Watson instructed Tony Perry to register such a company on behalf of Mti. I did not know why Mti wanted the company registered.

29.2 During July 2007, the catering tender was extended for a further year as it was to expire at the end of September 2007. This contract was later extended by a further 6 months. The contract was extended by Nontsikelo Jolingana (hereinafter referred to as Jolingana) the acting head of the bid adjudication committee of DCS.

29.3 Mti resigned as Commissioner in November 2006. Up to this point I had no direct contact with Mti although I assisted with things that had to be done for him, on instructions I had received from Gavin Watson.

29.4 The first media publication relating to Bosasa and the aforementioned tenders was published during 2005. It was a publication in the Beeld and Die Burger. I attach copies of the relevant articles marked as Annexure "K".

29.5 After Mti's resignation, during approximately 2007, I met Mti for the second time. I accompanied Gavin Watson to a meeting at Mti's house in Savannah Hills. I was informed by Gavin Watson that Bosasa had paid for the house and the furnishing in the house. Subsequently, the following was explained to me:



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29.5.1 Riekele Construction (Pty) Ltd, operated by Riaan Hoeksma, did not only build his house but also that of Gillingham. They had previously done construction work for Bosasa and were at that time busy with work for Bosasa. The payment of the costs of the houses was done by Bosasa via a company set up by Mansell called Grande Four (Pty) Ltd. Subsequently false invoices were submitted by Grande Four (Pty) Ltd to Bosasa. The invoices of Riekele Construction (Pty) Ltd for Bosasa were also inflated to incorporate some of the costs of the houses.

29.5.2 The house of Mti was registered in the name of Autumn Storm Investments 119 (Pty) Ltd, a company in which Riekele Construction (Pty) Ltd had an interest.

29.5.3 Bosasa paid for the furnishing and décor of Mti's house. Mark and Sharon Taverner owned and operated a company, which saw, to the furnishing and décor and invoiced Bosasa for payment thereof.

29.5.4 Mti's house was rented by the Department of Correctional Services for Mti subsequent to some sort of tendering process (this was done to avert any undue attention). Rent would be paid by the Department of Correctional Services directly to the Autumn Storm Investments 119 (Pty) Ltd and Riaan Hoeksma then paid the money to Mti. It was agreed that the house would later be transferred to Mti.

29.5.5 After Mti had resigned as National Commissioner he remained in the house for a period of approximately 18 months and continued to pay the rent knowing he was going to get the money back from Riaan Hoeksma.



29.5.6 Miti then relocated to a house in Savannah Hills owned by him, which was renovated and furnished by Bosasa.

29.5.7 Later, when Riaan Hoeskma was supposed to transfer the house to Mti, he however, registered a bond over the house and used the rent to pay this bond.

29.5.8 I, together with Andries Van Tonder, on instruction from Gavin Watson, attended a meeting with Riaan Hoeksma to ensure that he did not present a version of the events which might incriminate any of the parties. At that stage he had not yet been interviewed by the SIU.

29.6 At a meeting between Gavin Watson, myself and Mti we discussed the media attacks on Bosasa and Mti. Mti wanted me to assist him with the security proposal to be presented for security at the 2010 World Cup. I was to assist with a security plan and presentation to be presented by Mti. Gavin Watson handed Mti a grey security bag. On the way back, Gavin Watson told me that he had given Mti money, and jokingly commented that this was like "monopoly money" but that Mti had always delivered on his promises. I later learnt that the amount paid to Mti on a monthly basis was R65 000-00. I would often accompany Gavin Watson to meetings with Mti.

29.7 It was during this time that I also became aware of the fact that holiday trips and travelling costs for the Mti family were paid for by Bosasa. Initially I came to learn that Mark Taverner and Gavin Watson would make holiday arrangements for Mti. Mark Taverner complained at one stage about a booking he made during a December one year at Bushmans River and there were issues regarding the booking. I was often tasked by Gavin Watson to arrange flights for the Mti family. I was instructed to



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open up a fictitious account with Blakes Travel. This account was in the name of JJ Venter.

29.8 Bosasa also paid for the studies of two of Mti's children from his previous marriage and for the provision of security services at his home. Gumede assisted Mti when he was charged with driving under the influence of alcohol. Gumede requested money to be used to bribe an official. I provided the money and was later told that the bribe was successful. At some stage, money was raised for payments to Mti by the submission of false invoices for electrical services rendered to Bosasa by my brother, Claudio Agrizzi. My brother became very uncomfortable with this arrangement and this practice was terminated.

29.9 During mid 2007, Vernie Petersen was appointed as National Commissioner. I attempted to communicate with him about possible future ventures, but he would have nothing to do with any of the companies in the Bosasa group.

29.10 Around the same time, a meeting was arranged between myself, Gavin Watson, Khulekani Sithole (Ex Commissioner of the Department of Correctional Services), and Sbu (I cannot recall his surname. I think he was at the time the General Secretary of POPCRU). They offered a solution to Vernie Petersen's refusal to communicate with me. It was agreed that they (including M Nxele, Regional Commissioner of the Department of Correctional Services) would be paid R1 000 000-00 per month. They would invoice Bosasa Operations (Pty) Ltd and Sondolo IT (Pty) Ltd through various entities for services rendered. One such entity was a company called Vleissentraal (Pty) Ltd. In exchange, they would ensure that Bosasa would always receive undue benefit during tender processes in the Department of Correctional Services.



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29.12 During approximately 2008, the agreement eventually ceased with Sithole and Sbu-but continued with Nxele. An amount of R57 500-00 was paid to Nxele on a monthly basis for his influence in the KwaZulu Natal Region of the Department of Correctional Services. He was unhappy with the amount and wanted it to be increased.

29.13 Around the same time, I accompanied Gumede to a meeting with Nxale at the Inter-Continental Hotel at OR Tambo. This was my first meeting with Nxale. Prior to this meeting, both Gumede and I were present while Gavin Watson packed R57 500-00 into a grey security bag.

29.14 During lunch it was discussed with Nxele that we were aware that he was unhappy with the agreed amount payable to him. We explained that Bosasa was not in a position to increase the agreed upon amount. The security bag was handed over to Nxele by Gumedé.

29.15 Nxele was still not satisfied and conveyed this dissatisfaction to Gavin Watson. I was instructed to accompany Trevor Mathenjwa (hereinafter referred to as Mathenjwa), a director of Sondolo IT(Pty) Ltd to the Beverly Hills Hotel to meet Nxele and again explain that Bosasa was not in a position to increase the agreed-upon amount. He was not happy with the explanation and left without taking the grey security bag from Mathenjwa. A while later he contacted Mathenjwa to make arrangements for the collection. I did not accompany Mathenjwa and did not attend further

[illegible]

meetings with Nxele.

- 29.16 At some stage, Gavin Watson instructed Frans Vorster to purchase a new E-class Mercedes Benz vehicle for Gillingham from Constantia Kloof Motors and Andries Van Tonder to purchase a new Polo VW from Volkswagen The Glen for Megan Gillingham (Gillingham's daughter).
- 29.17 Gavin Watson's instructions were that the payments for these vehicles were to be made by electronic transfers from personal accounts and that Consilium Business Consultants (Pty) Ltd would refund us by means of a bonus.
- 29.18 However an issue arose and Mercedes Benz had to be paid immediately, which Frans Vorster could not do at that stage. Gavin Watson instructed me that I would be receiving a bonus in the amount of R150 000-00 which was to be paid over to Carlos Bonifacio, a Bosasa employee, as a loan. I would then be reimbursed via Consilium Business Consultants (Pty) Ltd. I received the bonus. I then paid the money to Carlos Bonifacio, who in turn paid Constantia Kloof Motors.
- 29.19 Vernie Peterson suspended Gillingham during September 2008. Attorney's fees to assist Gillingham were paid by Bosasa and later by other Bosasa related companies.
- 29.20 Sometime thereafter (during the course of 2008), the SIU raided Gillingham's house. Gavin Watson called and told me that the SIU had come across a Bosasa laptop in the possession of Gillingham with specification documents on it. He instructed me to meet with Gillingham. I immediately left the office and met up with Gillingham at his house.
- 29.21 Gillingham informed me that the SIU had also found a business card



business card

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printed for him by Dr Jurgen Smith, which showed he was a consultant for Consilium Business Consultants (Pty) Ltd. He further informed me that he was instructed by Gavin Watson to accompany Dr Jurgen Smith to a meeting with manufacturers for items for the Department of Correctional Services and that they had to believe that he was a director of Consilium Business Consultants (Pty) Ltd.

29.22 Gavin Watson instructed me to assist Gillingham with the legal ramifications the raid might have had.

29.23 Due to the exposure, Gavin Watson insisted:

29.23.1 that fictitious loan agreements be drafted and concluded between Gillingham and various Bosasa employees for all monies and benefits received by him; and

29.23.2 that I prepare a declaration in general terms on behalf of Gillingham declaring the money and benefits he received as loans to Mti and backdated the declaration, which Mti was to approve and sign. I took the declaration to Mti at the Protea Midrand, who after speaking to Gavin Watson signed the backdated declaration. I annex a copy of this declaration marked Annexure "L".

29.24 During late 2008, Vernie Peterson was moved to the Department of Sports and Recreation and Xoliswa Sibeko was appointed as National Commissioner, Department of Correctional Services.

29.25 After Xoliswa Sibeko was appointed as the National Commissioner, a rumour did the rounds that Sondolo IT (Pty) Ltd's control room contract with the Department of Correctional Services was going to be cancelled. Xoliswa Sibeko was adamant that she did not want the Bosasa group



THESE RESULTS HAVE BEEN REPRODUCED BY OTHER RESEARCHERS.

Bosasa group

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Involved with the Department of Correctional Services. I was tasked by Gavin Watson to accompany Papa Leshabane to a meeting at the Inter-Continental Hotel OR Tambo with Modise, who was in charge of correctional care and security at the Department of Correctional Services. At this meeting I explained the benefits of outsourcing and Leshabane handed Modise a parcel wrapped in newspaper. Earlier that day, myself and Gavin Watson packed a grey plastic security bag with cash to be handed to Modise. I gave this bag to Leshabane. At the time I presumed that Leshabane had wrapped the grey plastic security bag in newspaper before presenting it to Modise. When I questioned Leshabane later he confirmed that he had given the money to Modise.

30.

- 30.1 At this time, a media report was published, which indicated that a journalist had copies of documents from Blakes Travel, which apparently showed that Bosasa used Blake Travel to facilitate travel arrangements of amongst others government officials. A copy of the media report is attached as Annexure "M".
- 30.2 Flights, travel, accommodation and on occasion car hire would also be booked by me on the Bosasa VIP account at Blakes Travel for Mti and his wife. I have supporting documentation.
- 30.3 Gavin Watson instructed Andries Van Tonder and me to attend to Blakes Travel and collect all documents and computers and to destroy them. We then met with Brian Blake (hereinafter referred to as Blake) at Blakes Travel and informed him of what was to be done. He obliged and handed to us documents and computers.
- 30.4 After collecting all computers and documents, we drove to Lulpaardsvlei hostel (it was a property which belonged to Bosasa and at that stage was



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being revamped and was a construction site), opposite Bosasa offices. There was already an existing hole. We threw all the collected items into the hole. Ryno Roode, an employee of Bosasa, brought us petrol, which we poured over the items and set them alight. After the fire had burnt out, Gerhard Van Der Bank, another Bosasa employee, operated a front-end loader to close up the hole.

30.5 An employee at Bosasa, was instructed by Gavin Watson to re-write the travel orders, using fictitious names. This was done.

30.6 Thereafter, on instruction of Gavin Watson, all travel arrangements for VIP clients of Bosasa would be booked under the account Venter (my father-in-law). I opened a bank account in the name of Venter and paid Blakes Travel out of this account. Dr Jurgen Smith (via Consilium Business Consultants (Pty) Ltd) would reimburse me as cash drawings. A few of my personal trips were also arranged and paid for in this manner.

30.7 Subsequent thereto, Blake was subpoenaed to testify in a matter instituted by the SIU in the Pretoria High Court. Gavin Watson instructed Biebuyck to attend to a meeting with Blake and his attorney to ensure that Blake would not implicate Bosasa in his evidence. I was instructed to attend this meeting. The meeting took place but I was not convinced that we were successful in our endeavour. I do not know whether Blake ever testified.

31.

31.1 As a result of information that Gavin Watson received in respect of the progress of the SIU's investigation, Gavin Watson at some stage instructed one of the IT specialist (in my and others' presence) to fake a server crash and destroy files which could implicate the company before the investigators could gather evidence. Before certain information was



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destroyed on the servers, copies were made of the hard drives. Based on the disaster log of the server (Annexure "N") I circulated a memo in the company informing every one of the "crash" of the system.

- 31.2 Gavin Watson told me during a telephone call (on a Sunday afternoon while I was in Madikwe) that Seopela informed him that he had received information that the Bosasa offices were going to be raided the following Monday morning. He also told Gavin Watson that they were looking for specific documents and transactions. Gavin Watson instructed me to meet him at the office. I immediately proceeded to the office.
- 31.3 Gavin Watson and Andries Van Tonder arrived ahead of me. We were instructed to go through all the offices and look for possible incriminating evidence. The information Gavin Watson received from Seopela included reference to documents regarding the sale of shares agreement in respect of Phezulu Fencing (Pty) Ltd as well as the agreement between Gavin Watson and Mti for the payment of money in return for an undertaking from him that he would ensure that Bosasa would be given preference in the awarding of tenders. I knew the latter document actually existed as I had seen it. We were instructed to specifically look for those documents.
- 31.4 We removed the documents that we found.
- 31.5 Sometime later when newspaper reports were published rehashing the SIU investigation, Gavin Watson approached Andries Van Tonder and me to destroy the documents.
- 31.6 Save for the agreement between Gavin Watson and Mti, the documents were then burnt.



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31.7 I later handed the agreement to Gavin Watson at his house. He was visibly relieved. He took the document, shredded it, put it in a plastic bag, filled it with water and then proceeded to flush the contents down the lavatory.

32.

32.1 On 6 January 2009, the Department of Correctional Services awarded Bosasa Operations (Pty) Ltd a new catering contract (HK 14/2008). This was a three-year contract. All the documents used in the tender process in respect of the prior catering contract were again used for the second catering contract to be awarded to Bosasa.

32.2 During this time a meeting was arranged between representatives of the SIU and representatives of Bosasa. This was subsequent to a letter written by attorney Blebuyck to the SIU in which Bosasa tendered their assistance. At this meeting, a date was arranged when representatives of the SIU would image the hard drives and laptops of various people at Bosasa.

32.3 This meeting was later postponed on the instruction of Gavin Watson. This allowed the Bosasa IT specialist to remove potentially damaging information.

32.4 Representatives of the SIU eventually did make the mirror images of the hard drives and certain laptops.

32.5 The Bosasa main server is linked to another server. When something is done on the one it can be monitored on the other. Gavin Watson arranged with William Brandon and Max Leeson to monitor what the representatives of the SIU did. They also had to ensure that they removed



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information, which might damage or implicate Bosasa prior to the mirror image being made.

33.

33.1 In 2009, I obtained a copy of the SIU Report. It was sent to me by Blebuyck. I was in Paris at the time with Andries Van Tonder and Gavin Watson. The trip was paid for by Bosasa. The report contained information that I was previously aware of, amongst other things:

33.1.1 furniture bought for Gillingham and Mt;

33.1.2 architectural fees:

33.1.3 certain holiday trips paid for;

33.1.4 certain cash deposits;

33.1.5 certain vehicles purchased;

33.1.6 certain sponsorships for children's varsity fees and/or tuition;

33.1.7 provision of forex for travel allowance:

33.1.8 certain repairs and maintenance on houses;

33.1.9 construction of certain houses:

33.1.10 purchasing of imported kitchens:



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33.1.11 retirement village concession for Gillingham's father;

33.1.12 numerous other favours such as rugby season tickets, computers and printers, and a matric dance dress for Megan Gillingham; and

33.1.13 trading-in of certain vehicles, where the person could not obtain a lucrative settlement. These were bought by individuals and subsidised by Bosasa.

33.2 I discussed the content of the SIU Report with Gavin Watson. He did not go into specific details but blamed, *inter alia*, Mansell, Mark Taverner and Tony Perry for not taking precautionary measures. He simply assured me that he had everything under control. I was advised that I had to stick to Gavin Watson as any other options were in fact bleak.

33.3 Subsequent to the release of the SIU Report, Mark and Sharon Taverner received subpoenas in a case brought by the SIU. I was instructed by Gavin Watson to meet with them and to take steps to delay their appearance as much as possible. I was to attend meetings with them and attorney Biebuyck to ensure that Bosasa was not compromised and to insist on seeing their statements before they were submitted. I did this. They eventually appeared in compliance with the subpoenas.

34

34.1 From approximately 2009 I was tasked by Gavin Watson to become involved with the arrangements regarding the obtaining, handling and delivering of cash for the purposes of bribery and corruption.

34.2 Gavin Watson stated that a more convenient method of handling cash for the payment of junior officials at the Department of Correctional Services



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should be implemented. For this purpose, he wanted a safe to be installed in the office of Jacques Van Zyl.

34.3 Gavin Watson, Gumede, Leshabane and Ishmael Dikane made payments to the following Department Correctional Services officials on a monthly basis from shortly after Mti's resignation in 2007 until approximately the end of December 2016:

34.3.1 Josiah Maako (R15 000-00):

34.3.2 Maria Mabena (R10 000-00):

34.3.3 Shishi Matabella (R10 000-00);

34.3.4 Mkabela (R10 000-00):

34.3.5 Dikeledi Tshabela (R15 000-00);

34.3.6 Zack Modise (R20 000-00); and

34.3.7 Mollet Ngubo (R15 000-00).

34.4 The following system was implemented for the handling of the cash:

34.4.1 Gavin Watson and I, on a monthly basis, would identify and calculate the cash that would be needed for the bribery and corruption as well as for Gavin Watson's personal use.

34.4.2 This sum would then be transferred from the safe in Gavin Watson's office to the safe in Jacques Van Zyl's office.



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34.4.3 I would then receive instructions from Gavin Watson, other directors, and senior management staff who needed to be paid.

34.4.4 I then compiled a list of who needed to be paid and what amounts and got Gavin Watson's final approval for those payments.

34.4.5 Once I received this approval, I would encode the list and submit it to Jacques Van Zyl, either by hand or by e-mail, who would then pack the cash into grey sealable security bags, identify each bag with the code on the list and hand it to me with the list supplied to him.

34:4.6 I would then give the grey sealable security bags to the applicable director or senior management staff member, whoever requested the cash, for them to deliver it to the relevant person.

34.4.7 I attach hereto copies of such cash lists compiled by me marked Annexure "P1" to Annexure "P4". I would normally throw the list away, as it was of no more use to me. The originals of the annexures attached hereto were found in between my belongings. I still have these.

34.5 On the instruction of Gavin Watson, I delivered to Seopela payments to be handed to officials from the Department of Correctional Services, which, according to Seopela, included senior government officials.

34.6 Gillingham resigned from the Department of Correctional Services in November 2010. He then insisted that he be paid for the salary which he had lost. I was given an instruction from Gavin Watson to ensure that Gillingham be paid an amount of R110 000-00 per month. He was paid this amount.



35.

35.1 During approximately 2009 / 2010, I accompanied Gavin Watson to a meeting with Mti at his house. An informal discussion pertaining to the investigation against Bosasa and himself ensued. Mti was aware of the fact that the NPA was involved in the investigation. He suggested to us that we have to "sort out" certain individuals in NPA. He indicated that a secretary, who previously worked for him, Jackie Lephinka, was working for Nomgcobo Jiba and Lawrence Mrwebi and that they were handling the investigation at the NPA.

35.2 Mti met weekly with the persons for whom he gave code names. "Snake" was for Nomgcobo Jiba, "J" was for Jackie and "Snail" was for Lawrence Mrwebi. At these meetings they provided him with details of the status of the investigation and the prosecution and in return they received cash on a monthly basis. Mti received the cash from either Gavin Watson or myself and it was marked as follows:

35.2.1 "Snake" - R100 000;

35.2.2 "J" - R20 000-00; and

35.2.3 "Snail" - R10 000-00.

35.3 These amounts were paid and received on a monthly basis.

35.4 At a stage Gillingham had expressed anxiety about these arrangements to me. After this Gavin Watson called Gillingham and told him that he (Gavin Watson) had matters under control.

35.5 Approximately a week after this meeting I was instructed by Gavin



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Watson to take to Mti cash earmarked for him as well as cash to be delivered to a number of other officials (as was done on a monthly basis). Gavin Watson informed me that I was to take extra cash for the people at the NPA. He explained that he had packed security bags for Nomgcobo Jiba in the amount of R100 000-00 and marked it "Snake", Lawrence Mrwebi in the amount of R10 000-00 and marked it "Snail" and Jackie in the amount of R20 000-00 and marked it "J". I took these bags together with the other bags to Mti. These were added to the regular monthly payments made to Mti. These bags included cash in the following amounts:

35.5.1 for Mti (R65 000-00);

35.5.2 for Jolingana (R100 000-00) (the acting commissioner DCS); and

35.5.3 for Grace Molatedi (R100 000-00) (an area commissioner DCS).

35.6 In execution of this arrangement, Mti, over a period of time, supplied me with the following documents which he indicated he had received from either Jackie Lephinka, Lawrence Mrwebi and / or Nomgcobo Jiba:

35.6.1 Affidavit: Hendrik Andries Truter commissioned on 7 July 2009, received by Angelo Agrizzi in 2013 (see Annexure "Q1");

35.6.2 Affidavit: Willem Hendrik Jacobus Pretorius commissioned on 20 July 2009 received by Angelo Agrizzi in 2013 (see Annexure "Q2");

35.6.3 Memo from the Office of the DPP Pretoria (SCCU Pretoria) from Glynnis Breytenbach to Adv M Simelane dated 4 February 2010 (see Annexure "Q3");



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- 35.6.4 Internal Memorandum from Adv M Simelane to Adv G Breytenbach dated 8 February 2010 (see Annexure "Q4");
- 35.6.5 Minutes (NPA/Extended Ministerial Meeting) dated 9 March 2010 (see Annexure "Q5");
- 35.6.6 Report from Adv M C de Kock to the National Director of Public Prosecutions: Adv M Simelane dated 17 November 2010 (see Annexure "Q6");
- 35.6.7 Information Note (marked SECRET) to the Commander: Anti-Corruption Task Team 17 October 2011 (see Annexure "Q7");
- 35.6.8 Confidential document by Adv M C de Kock SCCU Pretoria dated 28 October 2011 (unsigned) (see Annexure "Q8");
- 35.6.9 Document titled "Annexure A" "Bosasa Investigation" signed by Adv M C de Kock and Adv A G J Van Rensburg dated 1 November 2012 (see Annexure "Q9");
- 35.6.10 Memorandum from Adv L S Mrwebi to SCCU: Adv Mokgathe, Adv de Kock and Adv Janse Van Rensburg dated 2 November 2012 (see Annexure "Q10");
- 35.6.11 E-mail chain from Jackie Lepinka to Silas Ramalte and Lawrence S. Mrwebi dated 22 November 2012 (see Annexure "Q11");
- 35.6.12 Progress report on Bosasa Investigation from Adv de Kock to Adv Mokgathe dated 26 November 2012 (see Annexure "Q12");



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35.6.14 Draft Charge Sheet: POC Gillingham dated 30 April 2013 (see Annexure "Q14");

35.6.15 Proposed Racketeering Memorandum (marked CONFIDENTIAL DOCUMENT) dated 8 August 2013 (see Annexure "Q15");

35.6.16 Undated handwritten note from Mti (in Mti's handwriting) received by Angelo Agrizzi in 2013. The note is what Jiba told him they should use (see Annexure "Q16"); and

35.6.17 Undated handwritten note by Angelo Agrizzi made while Mti was speaking to him and giving him instructions (see Annexure "Q17").

35.7. I was told that the above documents came from the files of the NPA concerning the investigation into Bosasa. I speak later of the actual police docket that was shown to me.

35.8 Lawrence Mrwebi, Nomgcobo Jiba and Jackie Lephinka continued to receive these monthly payments until such time as I left the employment of Bosasa. I do not know if they received any subsequent payments.

35.9 On 8 May 2015, when it became apparent through media reports that Jiba and Mrwebi were compromised, I accompanied Gavin Watson to a meeting with Mti at his house. During this meeting Gavin Watson emphasised to Mti that Jiba was compromised and that Bosasa was at risk. He made proposals as to how this should be handled. I made a



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recording of this discussion and this recording is available as Exhibit "3".
I annex a transcript of this recording as Annexure "R".

36.

36.1 I became aware of the fact that the cash for these unlawful payments was generated by service providers, who supplied false invoices to Bosasa for services rendered and goods delivered (which were never rendered or delivered). Bosasa paid these service providers in accordance with the false invoices. The service providers then repaid Bosasa in cash but deducted a percentage thereof for their own account. The cash was then delivered directly to Gavin Watson. The following service providers were involved in this scheme:

36.1.1 Jumbo Liquor wholesalers:

36.1.2 AA wholesalers:

36.1.3 Equal trade; and

36.1.4 Kgwetlo Events.

36.2 At a stage I started working closely with Andries Van Tonder. He indicated to me that this practice had been in operation for some time. He also indicated to me that cash for these payments was also generated in the following manners:

36.2.1 The sources of cash always included cash received from the canteens and bars at hostels and Lindela. However, this did not produce enough cash needed by Gavin Watson;



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36.2.2 Dummy invoices were created for companies that didn't exist in order for Bosasa to draw the cash for the purported payment of these invoices. Those invoices were created by Carlos Bonifacio and Jacques Van Zyl; and

36.2.3 Cash was also generated through Belfast Toyota in which Gavin Watson had an interest.

Danny Mansell.

37.

37:1 During 2012, during a report back to parliament on the Bosasa investigation by Willie Hofmeyr, Danny Mansell became very nervous. He met me at the office at 05:00 insisting I call Gavin Watson. Danny Mansell was uncontrollable, and insisted I call Gavin Watson as he felt that Gavin Watson had arranged this so all the blame fell on Danny Mansell. Danny Mansell insisted that he wanted to get out of the country and that Gavin Watson should arrange everything and fund the process, as Gavin Watson had caused the predicament that Danny Mansell had found himself in. Danny Mansell confided in me that this was the nature of Gavin Watson and he had done the same to him when they defrauded the Small Business Development Corporation (SBDC) in Port Elizabeth years ago. The following was agreed between him and Gavin Watson:

37.1.1 I together with Andries Van Tonder (on instruction from Gavin Watson) made the necessary arrangements for Mansell to relocate to the USA.

37.1.2 Bosasa paid Mansell 7 000 USD on a monthly basis for as long as he stayed in the USA and didn't divulge any details of Bosasa



as long as
of Bosasa

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affairs (this was done through Mansell invoicing from a company called Safe As Fences (Pty) Ltd on the pretext that this was a Bosasa subsidiary). Supporting documents have been submitted to the Commission.

- 37.2 Mansell provided me with documentation I had to sign and agree to, in order to facilitate his residency application in America.
- 37.3 A meeting was held with Gillingham, Gavin Watson and myself where I was tasked to take over the role Mansell had played.
- 37.4 I was also tasked by Gavin Watson to ensure that the Mansell invoices were always paid timeously, as Gavin Watson didn't want any issues. Although the invoices specify work done on behalf of Sondolo / Bosasa, there was no work actually done. (Annexure "S ")
- 37.5 I was also tasked to provide oversight on the management of the Gillingham family, attending to various issues from arranging a tax consultant to dealing with personal matters.
- 37.6 I was instructed to use Peet Venter from D'Arcy Herman, who would do both Mti and Gillingham's tax submissions and make the relevant payments if need be.
- 37.7 I recall that the first payment I had to make to Gillingham whilst he was employed by DCS (when Mansell and Gavin Watson decided I must take over from Mansell) was R47,500 per month in cash which Gavin Watson would provide to me to give to Gillingham. For some or other reason this amount would equate to Gillingham's earnings, I don't know what the idea was only that Gavin Watson and Mansell had agreed to the amount.



【表3】**日本とOECDの★トランプ**

amount.

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- 37.8 On 29 January 2013 Andries Van Tonder accompanied Mansell to the USA. Mansell's family left earlier.
- 37.9 The payments referred to above were made to Mansell until I left Bosasa in December 2016. I do not know if subsequent payments were made.

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- 38.1 During approximately 2013, an incident occurred where Gumede and I saw cash and lists lying around in Jacques Van Zyl's walk-in-safe. Gumede reported this to Gavin Watson in my presence who at the time expressed his doubts as to Van Zyl's loyalty.
- 38.2 Gavin Watson then issued an instruction to Van Zyl, Andries Van Tonder and myself that the cash duties should be taken away from Jacques Van Zyl and that I should take it over. I now had to manage it. Jacques Van Zyl was still involved in creating the false invoices. I was not prepared to handle the cash alone and brought Andries Van Tonder in to assist me.
- 38.3 From then on, I kept, what I called, my "little black book". The method of handling the cash was similar to that referred to above when it was under control of Jacques Van Zyl, with the exception that I now recorded the lists in these black books. It was used as a short-term recall in the case that I may need to confirm and explain any of these payments made. It was not a full reconciliation but it was a record kept of payments made and an estimation of cash on hand. These black books were kept in Gavin Watson's safe. Attached hereto are copies of extracts from one little black book which I unknowingly retained in a folder section of my briefcase, marked Annexure "T1" to Annexure "T 56".
- 38.4 The amount of money paid by Bosasa to various officials and other



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and other

individuals to ensure Bosasa enjoyed preference in tender contracts amounted to approximately between R4 000 000-00 and R6 000 000-00 per month. I recorded the amount of cash taken from Gavin Watson's safe and put into mine. The amounts requested by any of the directors for payments they had to make were also recorded. Thereafter, I packed the cash in the grey sealable security bags for distribution. These bags were collected by whoever requested the cash. I recorded the cash I delivered to Ishmael Dikane, Joe Gumede, Seopela Mti, Thandi Makoko, Papa Leshabane, Syvion Diamini, Gillingham, and others. Whatever surplus cash there was, was then returned to Gavin Watson's safe.

39.

- 39.1 During approximately 2013 Sondolo IT (Pty) Ltd was awarded the contract of secure systems at various courts across the country with the Department of Justice and Constitutional Development. The value of this contract was R601 000 000-00. Seopela played a major role in ensuring that Sondolo IT (Pty) Ltd was awarded this tender. He knew strategic officials in the Department of Justice and Constitutional Development. I was instructed by Gavin Watson to co-ordinate the submission of the tender bid with Seopela. In my mind it was a foregone conclusion that Sondolo IT (Pty) Ltd would be awarded this contract based on the payment of the 2.5% of money received by certain individuals in the Department of Justice and Constitutional Development. I attach a spreadsheet in which the calculation of the 2.5% was made. (Annexure "U")
- 39.2 At that time, Bosasa had already been providing security guarding services in various regions for the Department of Justice and Constitutional Development in terms of a contract which had been awarded during approximately 2006. I became involved in the payment of cash during approximately 2009 and submitted lists to Jacques Van Zyl of



money requested by directors of the Bosasa Group of Companies for payment to third parties. I became aware of the fact that Gumede requested R40 000-00 for Mams Nyumbuse and R30 000-00 for Norman Thobane. I packed these cash amounts. Their names and payments are recorded in code in the black book referred to above. Payments in respect of rentals, furniture and repairs of vehicles on behalf of Nyumbuse and Thobane were also made by Bosasa (on the request of Gumede).

- 39.3 Seopela arranged for Bosasa to supply security upgrades to the Department of Justice and Constitutional Development to the value of approximately R20 000 000-00 when the SALU building in Pretoria was renovated. No tender processes were followed. This was apparently met with some resistance from The Billion Group from whom the Department of Justice and Constitutional Development rented the building. The Billion Group was liable for the payment for the security upgrade to the building. Seopela informed me that he could obtain the approval of the Billion Group if money were to be paid to individuals in the Billion Group who were responsible for payments. Seopela requested the amount of R1 900 000-00 which I then supplied to him in cash. I do not know if the money was ever paid over.

40.

- 40.1 During or about 2013, a third catering contract for Correctional Services was awarded to Bosasa. The same tender specifications as previously used were used in the advertising of the tender. A new tender application was submitted. However, the award to Bosasa was not a foregone conclusion, as it no longer had substantial influence in the Department of Correctional Services.
- 40.2 This contract was for a three year period and the value of this contract was R420 000 000.00 per annum. The approximate profit margin for this



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contract was 40%. Similar profit margins existed for other Bosasa Group contracts.

Dudu Myeni

41.

41.1 Dudu Myeni was first introduced to me at the Sheraton Hotel in Pretoria. It was an informal introduction as I was with Gavin Watson coincidentally at the time.

41.2 I was well aware that Gavin Watson had committed to paying R300,000.00 a month in cash to Myeni for onward payment to the "Jacob Zuma Foundation". On occasions, I would have to pack the money for him in this regard. At this time Dudu Myeni was the Chair of the Jacob Zuma Foundation.

41.3 One morning (I can't remember the date), Gavin Watson asked me how he could impress Myeni. He asked for my wife's advice. My wife said he should purchase her a nice handbag. She arranged with Louis Vuitton Sandton to procure one. The handbag was delivered. R300,000.00 in cash was placed in the bag. The bag was then given to her by Gavin Watson. I know this because of my discussions with Gavin Watson and because Dudu Myeni thanked me personally.

41.4 These payments continued regularly on a monthly basis. I was well aware of them because I was at times present when the cash was packed by Gavin Watson for her. I was present at a few deliveries to Myeni.

41.5 Myeni would often call on Gavin Watson to arrange functions for President Zuma and his family. Gavin Watson and directors of the Bosasa



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Group Companies would be invited. The cost of these functions extended to millions of rand per function. A functions coordinator, Alistair Esau, the Bosasa Group of Companies executive chef, was appointed to manage arrangements. I attach hereto a thank-you letter from Dudu Myeni relating to one such function (Annexure "V")

- 41.6 Bosasa had been approached by Aneel Rahadkrishna to become involved in the Karoo fracking transaction. Falcon Oil and Gas chairman, Phillip O'Quigley, had expressed an interest to an attorney Lizel Oberholzer who was a friend of Rahadkrishna. He then brought the opportunity to Bosasa. I believe the reason that the opportunity was brought to Bosasa was that Rahadkrishna had been told by me that Myeni was close to Gavin Watson. Myeni's influence over President Zuma was an important factor. Certain amendments to regulations were required to facilitate the transaction.
- 41.7 It transpired that Dudu Myeni coordinated a meeting at Nkandla between Gavin Watson, O'Quigley and Oberholzer. It was the intention that at this meeting President Zuma would be persuaded to advise the Minister of Mineral Resources to effect the legislative changes. As far as I know the meeting was successful. Subsequently the Minister's legal advisors were instructed to meet with Oberholzer to make amendments to the regulations. I do not know if these amendments were in fact effected.
- 41.8 President Zuma favoured the use of the Bosasa group of companies.
- 41.9 Myeni would coordinate numerous meetings at President Zuma's Nkandla residence to discuss matters with President Zuma. On one such occasion Gavin Watson was concerned that the R300,000.00 per month he was giving to Myeni was in fact not being delivered to President Zuma in full. He arranged to meet with President Zuma at Nkandla, and there he



◆ 2017 年 12 月 10 日

and there he

personally handed the bag of R300,000.00 in cash to President Zuma. This was confirmed to me by both Gavin Watson and Gumedede who had attended the meeting.

41.10 At the same Nkandla meeting, Gavin Watson raised the issue of the criminal investigation into Bosasa. I note that this meeting took place shortly prior to a trip by President Zuma to Russia. At this meeting President Zuma agreed to make a call to a senior official at the Hawks so that a meeting could be arranged between the Hawks and Gumedede. Gumedede confirmed to me that this meeting eventually took place. There is further corroborating evidence of this meeting having taken place. I have handed to the Commission a recording of a meeting where Gumedede confirmed the facts set out above. The transcript of the recording is attached as Annexure "W". The recording is attached as Exhibit "4". I have handed to the Commission a further recording confirming the contents of this meeting. This recording is of a meeting arranged by Joe Gumedede and attended by a director Jacky Leyds and the Human Resources manager Johan Abrie. The recording transcript is attached as Annexure "X". The recording is attached as Exhibit "5".

41.11 One afternoon (again I cannot remember the date) Gavin Watson asked that I attend a meeting with Myeni. He told me that she had important information regarding the Hawks investigation. She apparently also had had discussions at the NPA. She had told Gavin Watson that she had had long meetings at the NPA. Once more Gavin Watson prepared the R300,000.00. We proceeded to the Sheraton, where we were escorted to a private lounge area with stringent access control. I think it was a member-only lounge on the 6th floor.

41.12 At the meeting Myeni briefed us. She said she was trying to arrange that the investigation be terminated. She produced a police case docket. She



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was insistent that I do not make copies. I asked Gavin Watson and Myeni if I could be excused to study the docket quietly and if I could make notes in my journal. Myeni conceded reluctantly on the basis that I would not make copies or photos. She said that that the docket had been obtained from the NPA.

41.14 Attached as Annexure "Y" are the photographs I took of the documents in the docket. I point out that on one of the photographs the carpet in the hotel is visible. I have been informed that the Commission's investigators have confirmed this as correct.

President Jacob Zuma

42.

42.2 Zuki Madonga ran a guest lodge in East London, and had a very good relationship with President Zuma. They specifically referred to her as his "prayer warrior". I also recall making arrangements to pay for dresses to



be made for Zuki Madonga. I also arranged for goods to be bought for her guest lodge by Thandi Makoko.

- 42.3 Pursuant to being introduced to Dudu Myeni, Gavin Watson invited Dudu Myeni to visit the Bosasa office park. Tours would normally take up to 4 hours. Visitors would be shown all aspects of the business, and staff had been rehearsed to provide explanations on what they were doing and would give a rendition to visitors. President Zuma also visited the Bosasa office park on one occasion.
- 42.4 Dudu Myeni would have frequent meetings with Gavin Watson as well as Trevor Mathenjwa, whom Gavin Watson had seconded to deal with her. One of the primary focus areas that would always be raised was the NPA and the Bosasa prosecutions matter. I would be present when the matter and its urgency would be raised for discussion. This is the predominant reason that Myeni needed to set up the meeting with President Zuma and Gavin Watson.
- 42.5 One such meeting was just after the Nkandla R250,000,000.00 expose that was published in the Sunday Times. Gavin Watson commented on the fact that he had been to Nkandla and had seen the shoddy workmanship. He also attended to the Bosasa investigation with President Zuma. We were told in an open meeting at Bosasa that Gavin Watson had basically instructed President Zuma how to call in Anwar Dramat and shut down the investigation against Bosasa. In a meeting with Gavin Watson and Mti at which I was present, Gavin Watson said that Mti must tell Jiba that he is waiting for her to make a move on the process to shut the Bosasa investigation down.
- 42.6 I recall being present at a meeting when Gavin Watson spoke over the telephone to President Zuma. During the conversation Gavin Watson



handed the phone to Mti. Mti spoke to President Zuma in Xhosa but I recall the words in English by Mti, "I am ready to be deployed".

42.7 Any requests forwarded on behalf of President Zuma would be granted by Gavin Watson. It was clear to me that Gavin Watson believed that he had the support and protection of President Zuma. I can provide detail if necessary. Gavin Watson would often praise President Zuma at length at the morning meetings referred to above.

Kevin Wakeford and George Papadakis

43.

43.1 Kevin Wakeford is a long-standing friend of Gavin Watson.

43.2 At one stage Bosasa was encountering constant audits by the South African Revenue Services (SARS). Kevin Wakeford would often be consulted by Gavin Watson on issues that Bosasa was facing. Kevin Wakeford would be paid a monthly fee for services provided.

43.3 On various occasions Kevin Wakeford would offer advice with regard to how Bosasa should respond to the media attacks.

43.4 Kevin Wakeford approached Gavin Watson whilst we were undergoing a major SARS investigation. Kevin Wakeford told us that George Papadakis could resolve all the issues at SARS. Bosasa entered into an agreement with Kevin Wakeford to pay him the amount R 100 000.00 per month as a fee for providing services in relation to the SARS investigation.

43.5 Kevin Wakeford had made an arrangement with Gavin Watson that Bosasa would provide both wet and dry cement to a property in



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 ANGELO AGRIZZI

THUS SIGNED AND SWORN TO before me at PARKTOWN on this the 15TH day of JANUARY, 2019 by the deponent who acknowledges that he knows and understands the contents of this affidavit; that it is the truth to the best of his knowledge and belief and that he has no objection to taking the prescribed oath and regards the same as binding on the deponent's conscience and the administration of the oath complied with the Regulations contained in Government Gazette No. R1258 of 21 July 1972, as amended.


 0432311-4 w/o
 COMMISSIONER OF OATHS

EX OFFICIO:

FULL NAMES:

PHYSICAL ADDRESS: Dawid Jacobus Pieterse
 No. 1, Clarendon Place SHPS Hillbrow

DESIGNATION: warrant officer SHPS



I, the undersigned,

ANDRIES JOHANNES VAN TONDER

hereby state the following:

1. I am an adult male businessman. I am a South African citizen with identification number 6904165243087.
2. The facts contained herein fall within my own personal knowledge, unless the contrary appears from the contents hereof, and to the best of my belief are both true and correct.
3. I understand that in my statement that I will incriminate myself in respect of potentially serious offences. In addition, I failed to report these acts as apparently required in terms of the provisions of Sec 34 of the Prevention and Combating of Corrupt Activities Act, Act 12, 2004 (PRECCA). I give this evidence freely and voluntarily. I have been offered no incentive or reward.
4. I received a summons in terms of section 3 (2) of the Commissions Act in terms of proclamation 3 of the 25 January 2018 to answer questions and to produce books and documents relating to my knowledge of the business dealings of Bosasa now known as African Global
5. I wish to state that in respect of the incidents and occurrences relating to the unlawful actions and affairs in view of the time period that has elapsed that if it becomes apparent whilst I am giving evidence that I will be given a fair opportunity to deal with these aspects relating to the matter in a supplementary affidavit if necessary
6. During the time that I was employed at Bosasa/African Global, and in the position that I held I became so complacent in regard to the actions conduct and the corrupt activities that were taking place that it actually became part and parcel of my working life

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7. Once I was outside the Bosasa employment circle the full impact of the Bosasa group of companies' and my unlawful activities gave me direction not to sit back and to pretend that nothing unlawful had happened. Angelo Agrizzi with whom I previously worked had left the group and I stayed in contact with him. During one of our lunch meetings as friends which was done on a regular basis he told me that he had received credible information that Gavin Watson and some of his directors and family members had indicated that they are going to destroy his life and he was extremely worried about these threats. He also informed me that he had heard that Gavin Watson would shift all the blame for the illegal actions and conduct that had taken place over the years onto him and onto other persons that were employed there.
8. Angelo Agrizzi requested that I should try and make a video recording of what was taking place in Gavin Watson's walk-in vault in his office. Angelo Agrizzi wanted physical proof of what was going on in Gavin Watson's walk-in vault and in particular how he was handling the cash and the counting the cash and placing the cash in the grey security bags, which was done prior to the distribution of the cash.
9. I was extremely nervous to agree to it but I had personally witnessed how Gavin Watson treated people and I had a fear of Gavin Watson and I still do.
10. I have personally witnessed over the years the vindictiveness of Gavin Watson and I have personally seen how he dismissed people that did not suit his needs and as such I agreed to make the video recording which I did on the 28th of March 2017. I also agreed to assist Angelo Agrizzi in obtaining the recording.

Background

11. During 1995 I was employed as temporary employee within a group of companies called Meritum. Meritum's head office was situated in Randfontein at the time.
12. I was employed as a financial clerk and general assistant within the accounts department of Meritum. During my job interview with Dr. Smith, I was informed

M.R. - [Signature]

that the shareholders in Meritum at the time were Fanie van Zijl and Dr Jurgen Smith.

13. During 1996 I became a formal employee of Meritum.
14. During the course of 1998 Fanie van Zijl called myself and certain other staff members to a meeting held in the Meritum's boardroom. During this meeting Mr van Zijl made mention of certain other people he wished to involve in the company.
15. The people referred to in this meeting included a group of women who I later learned were involved in a company called Dyambu Holdings (Proprietary) Limited ("Dyambu Holdings"). The only one of these women related to Dyambu Holdings which I have ever met was Ms. Hilda Ndude. I do not know the names or positions of the other women who were also involved in Dyambu Holdings.
16. I was later introduced to Gavin Watson and Danny Mansell who I was told were shareholders in Dyambu Operations (Proprietary) Limited ("Dyambu Operations"). I cannot recall who introduced them to me and I cannot recall whether it was before or after Meritum changed its name to Dyambu Operations.
17. The name of Meritum, where I was employed was changed to Dyambu Operations, and the business also re-branded as Dyambu Operations. Dyambu Operations was the operational company at the time, which was managed by Danny Mansell at the time. I'm not sure what Danny Mansell's official title in the company was, but I think it was managing director. Tony Perry was then hired as a consultant. Tony Perry was introduced to me as a qualified accountant who assisted and advised in various financial, accounting, company structure, and company secretarial functions.
18. As far as I can recall, the new shareholding structure involved Gavin Watson, Danny Mansell and Dyambu Holdings. Dyambu Holdings acquired a 10% shareholding in Dyambu Operations. I cannot remember how the balance of the shareholding in Dyambu Operations was allocated.

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19. In or about August 2000, Hilda Ndude entered into an agreement with Gavin Watson titled *"Effective Acquisition of Dyambu Holdings (Pty) Ltd's interests in Dyambu Operations (Pty) Ltd by Gavin Watson or his nominee."*. This was confirmation of a verbal agreement in terms of which Hilda Ndude agreed that Gavin Watson or his nominee can acquire Dyambu Holdings' effective 10% interest in the business of Dyambu Operations. This agreement was signed on the 3rd of August 2000, a copy is attached as annexure "AT1".
20. Subsequent to the initial shareholding allocation as explained above, the shareholding structure changed considerably during the following years. I worked very closely with Tony Perry at the time who assisted with all matters relating to company structure. Tony Perry's services also extended to the financial side of the company.
21. Initially Gavin Watson made me feel important to the company and its operations. Gavin Watson would from time to time take me with to certain business meetings to explore new business opportunities. I earned a good salary at Bosasa and lived a comfortable life.
22. Gavin Watson used senior staff's attendance to morning prayer meetings as a yardstick of loyalty to him. Gavin Watson used to run these prayer meetings and insisted that everybody attending the morning prayer meetings had to pray out loud – in his own words "so he can hear where they are at". I believed that this was how Gavin Watson determined an employees loyalty to the company.
23. I attended the morning prayer meetings initially, but my own personal opinion was that Gavin Watson treated these morning prayer meetings as an evaluation of the employees' loyalty to him and the company.
24. After I had stopped attending these morning prayer meetings my relationship with Gavin Watson started to deteriorate over the next few years
25. There was an investigation into the Bosasa group of companies by the South African Revenue Services ("SARS"), which I will deal with later in my statement.

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But I recall that after we were successful in this case with SARS Gavin Watson started to alienate me and isolate me within the company from my functions as the chief financial officer ("CFO"). He had got what he wanted from me to succeed in this case

26. In or about the beginning of 2017 and despite being the company's CFO my relationship with Gavin Watson had deteriorated to such an extent that he prevented me from fulfilling my functions as CFO. I had no more access to financial information, and was not allowed to interact with Banks or company auditors. He instructed me to be involved on a full-time basis in the setting up of a copper rod manufacturing plant. On numerous occasions Gavin Watson told me that he would like me to move from my office at head office to an office in the copper rod manufacturing plant. Gavin Watson once told me in an open meeting that he wants me on the road, which I interpreted as being a sales representative for the new copper rod business. I was obvious to me that Gavin Watson was setting me up for failure. I was never informed that my position as CFO was terminated. My position and responsibility in the company was unclear.
27. Gavin Watson would embarrass employees in front of other staff and in public. He targeted specific individuals in open meetings and belittled and embarrassed them, and threatened to fire them in front of the rest of the staff and in public. When Gavin Watson started targeting me he used to tell me for no reason "jy gaan jou gat sien" amongst other embarrassing terms such as calling me a "knucklehead" or "dunderhead" in the presence of other people.
28. I could not bear the stress of working in that environment anymore. I was and I am still fearful of Gavin Watson. Gavin Watson was well connected to very powerful people, including the highest level of people within the South African Government. Many of these people during the time that I was there visited the premises. He would openly tell staff during meetings of his powerful connections. I saw how Gavin Watson got rid of people who did his unlawful and corrupt activities for him such as Danny Mansell, Tony Perry, Angelo Agrizzi, and he even tried to get rid of Dr Smith. All of these people were used by Gavin Watson to do his corruption and unlawful actions for him, just to

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dispose of them after they served their purpose. Staff are expendable in the eyes of Gavin Watson, and he had no loyalty to anyone.

I witnessed over the years how he dealt with employees and even people that I thought were close to him.

29. I realised that I was next in line to be disposed of as I have reached my expiry date with Gavin Watson. I was extremely stressed.

30. I realised that I cannot stand up against Gavin Watson as I will be destroyed. I was concerned about the continuous uncertainty regarding the SIU matter, even though Gavin Watson stated on various occasions that he has the SIU matter under control. I had seen the report and my name was mentioned, and I was in fact working there during that time period and onwards.

31. I realised that every individual who was involved in doing Gavin Watson's unlawful actions of corruption for him was expendable and he would victimise that person, make work life unbearable in the hope that that person would eventually resign. The day I left Bosasa, Peet Venter, the tax consultant for Bosasa came into my office. I recall that this was around the time that photos of the ex-president Jacob Zuma's birthday party were published in the media. Peet Venter wanted to inform me that I am "suspect number 1", which I interpreted meaning that I was suspected of leaking information to the press and specifically the birthday party photos that were published. I had never been in possession of these photos nor had I seen them until they were published in the media. This was the moment that I decided I had enough. I then went on special leave and after protracted negotiations with my lawyers and Bosasa's lawyer I entered into a separation agreement with Bosasa then African Global on 02 May 2018.

SIU investigation

32. When the SIU investigation commenced a meeting was held with Ronnie Watson, Valance Watson, Gavin Watson, Angelo Agrizzi, where we were told that a "pact" was formed and no one must break the "pact" or testify against

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one another. We were told that the Watson's had it all under control and had access to both the Hawks and the National Prosecuting Authority.

33. I was given additional functions and instructions from Gavin Watson which was in addition to my day-to-day functions after the SIU report was released, which included but was not limited to attending to concerns raised by banks and auditors as a result of negative media reports, and to be vigilant of any potential incriminating documents including but not limited to invoices that I might have come across.

Vehicle purchased for Megan Gillingham

34. In or about December 2006 Bosasa purchased a new Volkswagen Polo from Volkswagen at the Glen for Megan Gillingham, the daughter of Patrick Gillingham. I knew that Patrick Gillingham held a senior position at the Department of Correctional Services and I personally met him on occasions. I was instructed by Gavin Watson facilitate the purchase of the vehicle. I informed both Angelo Agrizzi and Dr Smith of this instruction received. I immediately attended to this request because when Gavin Watson issued an instruction I would have to leave everything and immediately comply with his instruction.
35. I arranged through the accounts department for a Bosasa cheque to be made out "cash" as my initial plan was to deposit the cash amount into the bank account of Volkswagen at the Glen. The cheque required two signatures. I signed as first signatory, and the cheque was sent to Dr. Smith for a second signature.
36. Dr. Smith then came into my office and told me that Bosasa cannot pay for the vehicle by means of a cash deposit. Dr. Smith further told me that he had discussed the matter with Gavin Watson and he advised that Gavin Watson instructed him to do what he sees fit in order to pay for the vehicle, and I was instructed that the following method for paying of the vehicle be followed:

36.1 I signed a personal loan agreement with Dr Smith;

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36.2 Dr. Smith transferred the money from his personal bank account into my personal bank account;

36.3 I transferred the money from my personal bank account to Volkswagen at the Glen in order to pay for the vehicle. 1 to 2 months thereafter Bosasa transferred the money, plus an amount to allow for tax, and interest payable as per the loan agreement, to Consillium Business Consultants;

36.4 From Consillium Business Consultants the money, plus interest, was transferred into my private bank account. To the best of my knowledge the tax amount was paid over from Consillium Business Consultants to SARS. I then transferred the amount plus interest, from my private bank account, back to Dr. Smith's bank account.

37. I do not have a copy of the personal loan agreement anymore and cannot remember the written terms of the agreement. I handed the agreement to Bosasa's legal team during the time of the SIU investigation.


The SeaArk Project – (SARS tax investigation)

38. During 2005 and 2006 Gavin Watson commenced with the process of building an aquaculture pilot project in the Coega IDZ, Port Elizabeth, called "SeaArk". A company called SeaArk Africa (Pty)Ltd, which was a 100% subsidiary company of Bosasa Operations (Proprietary) Limited was established for this purpose.
39. The project was fully funded by Bosasa Operations (Proprietary) Ltd.
40. This project entailed the breeding and growing out of sea water prawns in a controlled environment.
41. An American person by the name of David Wills introduced the project to Gavin Watson. David Wills and Gavin Watson established an American based


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company called Sustainable Resources International LLC (SRI). I do not know what the shareholding in SRI was.

42. A substantial amount of money was transferred each month to SRI from Bosasa which eventually totalled approximately R50 000 000.00. To the best of my knowledge, the moneys transferred to SRI was earmarked to pay consulting fees to David Wills and also other overseas consultants involved in the project.
43. Due to the inability to raise required funding for the production build out of the project to large scale, as well as other operational concerns, the project was terminated; and SeaArk Africa (Pty) Ltd reflected an assessed loss of R138 498 378.00 in its books at the time. This assessed loss was derived from expenses and equipment write offs relating to the project.
44. Further, it is important to note that the SeaArk prawn processing plant equipment was purchased, but never "unboxed" or used in the SeaArk operations. This equipment was written off in the books of the company for income tax purposes over a period of time.
45. After the termination of the SeaArk project, the main business of the company was changed to accommodate the utilisation of the assessed loss for tax purposes in the kitchen operations within Bosasa Operations (Proprietary) Ltd.
46. The name of SeaArk Africa(Pty)Ltd was changed to Bosasa Supply Chain Management (Proprietary) Ltd or (BSCM) as referred to internally. BSCM acted as a procurement company, and procured food items. These food items were on sold at an average profit margin of 20% to Bosasa Operations (Proprietary) Ltd. By doing this the assessed loss in BSCM could be utilised for income tax purposes. The value of this benefit was approximately R38 779 546.00 (Calculation of the assessed loss: R138 498 378.00 at 28% = R38 779 546.00)
47. SARS investigated the assessed loss and internal trading between BSCM and Bosasa Operations, as well as the written-off processing plant equipment. In order to satisfy SARS investigators that the assessed loss and equipment write-

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offs were justifiable, sufficient evidence had to be presented to SARS. To achieve this, two things had to be done:

- 47.1 Show continuity of the SeaArk project by building a prawn production facility in Krugersdorp Gauteng. For this purpose, a new prawn production facility was built in Krugersdorp, called Biorganics. A new company was established called Biorganics (Proprietary) Ltd, which was a 100% subsidiary company of Bosasa Operations (Proprietary) Ltd. This project was funded by the Bosasa Group. Artificial sea water was manufactured for this purpose. Gavin Watson invited president Zuma to the facility in Krugersdorp and I was formally introduced to him.
- 47.2 Show that the processing plant equipment was installed and being utilised within various kitchen facilities within the group. None of this equipment was ever used in any of the kitchen facilities within the Bosasa Group. Details of which are attached as annexure "AT2".
48. SARS was convinced as a result of the above explanations that the assessed loss was legitimate, and only disallowed a portion of the processing plant write-off.
49. A couple of months after the success in the SARS investigation, Gavin Watson phoned me up, and instructed me to close down the Bio-organics project with immediate effect, and retrench the staff. Further, he instructed me to "do it today still". The following day I pointed out to Gavin Watson that closing down of the Bio-organics facility was in contradiction to what was reflected to the SARS investigators.
50. Angelo Agrizzi agreed that we cannot terminate the project and close down the facility. When Gavin Watson got the impression that myself and Angelo Agrizzi refused to adhere to this instruction, he instructed Carlos Bonifacio to execute his instruction. Carlos Bonifacio at the time was head of the Bosasa accounts department. I was completely side-lined, and my opinion ignored, when closing down the Bio-organics facility. The Bio-organics facility was subsequently closed down.
- M.P. 

51. The processing equipment was later sold to Mr. Connie Muller from Ibhongo Traders for R3 200 000.00. I facilitated this transaction under instructions from Gavin Watson.

Cash

52. Gavin Watson required a substantial amount of cash every month and the amount would vary from month to month and escalated considerably over the years.
53. In respect of cash drawn from the Bosasa bank account, fraudulent invoices of "cash suppliers" would be created and attached as a source document for the cash cheque requisition. This was motivated as SMME's who had no bank accounts and therefore had to be paid cash. This method of drawing cash got problematic as the amounts of cash required by Gavin Watson become too large. Further, fake invoices from non-existent labour brokers would be created as this could be easily motivated as a labour broker requires to be paid in cash in order to pay its staff members. Copies of metropolitan funeral pay out documents were also used as source documents for cash cheques.
54. In order to supplement further cash requirements, cash would be collected from the canteen at Lindela and canteens and bars at other mine hostels that were run by Bosasa.
55. A share in Belfast Toyota was acquired as it also had a business of a fuel pump station and kiosk which generated cash. Belfast Toyota would invoice Bosasa for fuel sales for the cash taken and the cash would be transported to Bosasa head office daily.
56. From time to time we were instructed to utilise AA Wholesalers in order to collect additional cash. Bosasa would be invoiced by AA Wholesalers for goods that were not delivered amongst other genuine deliveries and transactions.

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57. Bosasa had an arrangement with Riaan Hoeksma from Riekele Construction to arrange for cash from a Liquor Wholesaler in Randfontein. Riaan Hoeksma had the relationship with the Liquor Wholesaler. Gavin Watson would phone me up and tell me when he needed a cash delivery. I would advise Jacques van Zyl of the amount of cash that was required. Jacques van Zyl and certain people in the accounts department would attend to the administration side of the transaction of which I had no insight into. Once the cash was ready for collection, I was notified by Riaan Hoeksma to collect the cash from his offices in Randfontein, which I did.
58. The largest cash transactions were done through a company called Equal Trade, which was run by Greg Lacon-Allin. Initially Jacques van Zyl was responsible for the ordering and collecting the cash from Equal Trade. Gavin Watson then instructed that this function be handed over to me on about July 2016. Jacques van Zyl and certain people in the accounts department would be responsible for the administration side. Greg Lacon-Allin would send a message to me via WhatsApp requesting "order" requirements for the week. A copy of the whatsapp messages are attached as annexure "AT3".
59. We used to refer to "chicken" deliveries in our WhatsApp correspondence, and tons would reflect the amount, for example R2.5tons would reflect R2 500 000.00. Gavin Watson would instruct me what amount he needed.
60. I would forward this amount to Jacques van Zyl to make the internal arrangements to generate documentation and make payment to Equaltrade. In terms of the documentation Carien Daubert would prepare an "Order sheet" with non-vatable food items on it, to be ordered for the kitchens in various management areas. Payment would then be made of the amount required which includes a 12% commission for Greg Lacon-Allin / Equal Trade.
61. Both the order sheet and proof of payment would be sent to Equal Trade's Craig Bush from a separate gmail address by the name of "John Forrest". 2 or 3 days later I would be notified by Equal Trade that cash is ready and we would arrange a delivery time at either a shopping centre or business park near Lanseria Airport. I collected the cash which was placed in brown carton boxes.


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62. A few days later Craig Bush would e-mail me the relevant invoices back to the John Forrest gmail account. These invoices would then be processed in the accounts department.
63. Many of the food items are not even a menu item on the menus at the various correctional centre kitchens. All items are reflected as non-vatable so as not to raise any SARS queries, hence only non-vatable items.
64. Payments are always prior or on the invoice dates, which is contrary to the normal invoice payments of 60 days and this was the case with all suppliers. The items and invoices are not followed through the normal channels. Unit leaders and storemen, as well as goods received stamps pertinent to each area don't reflect at all on the invoice.

Video Footage

65. I recorded a video on the 28th March 2017 with my mobile phone, which was in my shirt pocket. The reason why I recorded the video was because Gavin Watson boasted that he never signed any company documents which might incriminate him. From my own personal knowledge I was aware that if the authorities or anyone investigated any matters Gavin Watson would have no problem to exonerate himself and push the blame onto myself and on Angelo Agrizzi or any of the other persons that had done his instructions and wishes which he would thereafter deny. Angelo Agrizzi had requested me to take the video in order to get the necessary proof relating to the cash transactions.
66. After I collected the cash as detailed in my statement, I took the cash to Bosasa's head office and would lock it up in a safe situated within the walk-in vault which was located in the company secretary's office. The reason for this was that Gavin Watson was normally not available to receive the cash at the time of cash deliveries.
67. Gavin Watson would phone me when he needed cash, instructing me to bring him the cash from the company secretary's walk-in vault to be placed in other


M.R. 

safes within his own walk-in vault. He would instruct me to meet him with the cash at his walk-in vault.

68. In Gavin Watson's walk-in vault there are other safes in which he would keep the cash delivered if it was not immediately needed to be distributed for delivery. Gavin Watson instructed me to deliver cash to Patrick Gillingham from time to time. I used to meet Patrick Gillingham at a shopping centre near Lanseria airport where I handed him the cash which was packed in a grey security bag
69. On receiving cash, Gavin Watson would count the cash and confirm whether the correct amount was delivered. This was a simple exercise whereby Gavin Watson would reconcile the cash received against the cash ordered. Any shortages in the cash amount delivered had to be corrected during the next delivery. The monthly cash deliveries approximately be between R4 000 000.00 and R6 000 000.00 during the period I was arranging the cash from Equal Trade.
70. Gavin Watson would also give various staff members monthly cash in addition to their salaries, including all staff involved in the whole process of getting and administering monthly "cash process payments". I personally received R20 000.00 cash per month from Gavin Watson.
71. I had unfortunately been completely been taken in by the way that Gavin Watson conducted these aspects of the business that it actually became part of my working life and I was actually getting an extra benefit over and above my monthly salary of R20000 cash per month. Gavin Watson also on occasions through Bosasa sponsored overseas trips and holidays as well as at times upkeep and maintenance on our own residences. Gavin Watson also on occasions assisted with paying in the shortfalls on the trade in when my motor vehicle was upgraded for a new one.

Collecting and destroying documents from Blakes Travel

72. Angelo and myself collected incriminating documents and computers from Blakes Travel in Randfontein. Blakes Travel was used to make payments for

M.R. 

travels on a VIP account. Gavin Watson instructed us to destroy the documents relating to travel arrangements for members of the South African Government and other important people as this was during the SIU investigation and the travel documents could incriminate Bosasa. I cannot recall the names of the individuals who Bosasa organised travel arrangements for.

73. Travel documents and computers from Blakes Travel were taken to Luipaardsvlei hostel. A hole was dug with a TLB tractor, documents and computers were thrown in the hole, fuel poured over it and set alight. After a while the hole was covered with soil and a large cement block placed over the covered hole.

74. I was present when the travel coordinator of Bosasa was re-writing Blakes Travel invoices on the instructions of Gavin Watson in new Blakes Travel invoice books.

Danny Mansell and Patrick Gillingham

75. In or about 2000, Danny Mansell, the managing director of Dyambu Operations had a disagreement with Gavin Watson and as a result Gavin Watson purchased Danny Mansell's shares in Dyambu Operations.

76. In or about 2003, Danny Mansell returned to the company following him having sold his cattle farm in the Eastern Cape. His services were required on a potential business deal with Rand Water and Bosasa involving a cattle farm.

77. On a few occasions, I noticed that certain officials in uniform from the Department of Correctional Services would visit the offices, Lindela and the Youth Centre. I was introduced to Patrick Gillingham by Danny Mansell during one of these visits. Bosasa had done extensive upgrades on the kitchen at Lindela and Youth Centre facility in Krugersdorp.

78. On the 25th of February 2005 Danny Mansell arranged that I flew Patrick Gillingham in a private aircraft to Mafikeng, and back on the 26th of February 2005. Patrick Gillingham just told me that he had to attend to a meeting as the

M.R



reason for his visit. Bosasa paid for the rental of the aircraft. Proof of which is attached as annexure "AT4".

79. Gavin Watson informed me that Danny Mansell is immigrating with his family to the USA. Gavin Watson instructed me to accompany Danny Mansell to the United States of America in order to make sure he does not turn back. His family had already left for the USA at the time. Bosasa paid for the airline tickets for Mansell, his family and myself.
80. There was a concern that Danny Mansell's passport might have been blocked because of the SIU investigation. Papa Leshabane, a company director in Bosasa, made sure via his contacts within the Department of Home Affairs, that customs control would not block us at OR Tambo International Airport.
81. I recall Danny Mansell appeared extremely exhausted and stressed out while waiting for the flight at the OR Tambo International Airport. I asked Danny Mansell how he was feeling. With tears in his eyes he replied that he felt like this was unreal, and it was as if his mind doesn't want to accept the reality of emigrating to the USA. I then realised that this is what Gavin Watson does to people, he uses them and dispenses them out afterwards. I felt sorry for Danny Mansell. I refer to an e-mail from Danny Mansell in which he said the following "When I met Gavin I was in a well-paying job which I lost due to my association with him, since then I have had to start over five times in 16 years once every four years. Details of which are attached as annexure "AT5".
82. We left for America on or about the 28th of January 2013. On this journey Danny Mansell first accompanied me to a visit a prawn farm in Indiana. To the best of my knowledge Bosasa still pays Danny Mansell USD7000 per month. Details of which are attached as annexure "AT6".
83. BDK Attorneys represented Patrick Gillingham during the SIU investigation. Legal fees from BDK Attorneys were paid by Bosasa on behalf of Patrick Gillingham through a closed corporation called Sinkroprop cc. Proof of which is attached as annexure "AT7".

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84. It is relevant to state that Sinkroprop cc was a close corporation initially owned by Gavin Watson, which had a property in Ruimsig. Sinkroprop cc was subsequently transferred (change of membership) to myself and Angelo Agrizzi as an incentive. As we had this close corporation BDK Attorneys were instructed to invoice Sinkroprop cc and the invoice would thereafter be paid. Sinkroprop cc was funded by Bosasa for this purpose. Sinkroprop cc has since been liquidated. After the liquidation of Sinkroprop cc, the property was transferred to another company.
85. Bosasa paid for houses built for Patrick Gillingham and Linda Mti. Danny Mansell handled the arrangements for payment of these houses, and I cannot recall precisely the flow of moneys in this regard. My only involvement in this regard was signing off on invoices to suppliers and contractors.
86. I recall signing off invoices received from Riekele Construction and a company called Grande Four Ranches owned by Danny Mansell in this regard.
87. I was tasked by Gavin Watson to sign invoices off for work done on the houses of Lindsay and Roth Watson, son and daughter of Gavin Watson. I do not have personal knowledge of how these buildings and renovation were shown in the books of Bosasa.

Moving and destroying documents from Bosasa's offices

88. Gavin Watson called me urgently on a Sunday morning, I don't recall the exact date, to come meet him at the Bosasa offices. He also called Angelo Agrizzi who at that stage was at the Madikwe Game Reserve.
89. I met Gavin Watson at the office where he mentioned to me that he wanted us to clean up all possible evidence that might incriminate himself and Bosasa in terms of any unlawful activities.
90. The reason for this urgent instruction was that Watson had information that the offices of Bosasa would be raided the next day.

M.R. 

91. Gavin Watson instructed us to go through all the safes, employee's drawers etc to ensure that any possible sources of incriminating evidence would be removed and destroyed.
92. Gavin Watson was concerned, and re-iterated that we cannot leave the premises until we are 100% certain that all incriminating documents were removed. These documents related to all the tenders and business that he had done with various government entities.
93. Gavin Watson personally went through all the documents in his walk-in vault. After the "clean-up" we had to meet him at his house. Items removed from the offices included documents and computer CD storage disks. I do not know what was stored on these disks. I cannot remember exactly what documents it was that we removed. As far as I can recall these were mainly tender related documents as well as travel documents from Blakes Travel. There were other documents as well but I cannot remember what they were. On the same day Gavin Watson gave Ms. Lindie Gouws a metal tin box with quite a substantial amount of cash in it for safekeeping.
94. During the following week these documents were taken to a farm near Mooiooi in the North West province where it was stored in safes in a small outside building. The safes were purchased and installed by Bosasa. I cannot recall exactly how long the documents were stored there, but I recall that it was approximately two years. Myself and Angelo Agrizzi then collected these documents and CD disks, took it to Buffelspoort dam where we burned the contents in a metal drum.
95. The only document we did not burn at the time was an agreement. At the time I did not understand the relevance of this agreement, but Angelo Agrizzi told me that Gavin Watson was looking for this agreement, as it was an agreement between Gavin Watson and Linda Mti.
96. We drove from Buffelspoort Dam Gavin Watson's house. Angelo Agrizzi gave this document to Gavin Watson. Gavin Watson was very relieved to have found

M.R. 

this agreement and he subsequently tore up this agreement in our presence and flushed it down the toilet.

Holiday with Gavin Watson

97. Angelo Agrizzi and myself started raising our concerns at the time of the SIU investigation about the way things were done at Bosasa to get various contracts from the South African Government, referring to bribery. Myself and Angelo Agrizzi believed that Bosasa's service delivery was good enough to get new business on merit, while Gavin Watson believed that Bosasa had to bribe people to get new business. Gavin Watson then took Angelo Agrizzi and myself on a holiday to Italy and France. This was during the time that the SIU investigation was underway.
98. I recall that the SIU report came out while we were travelling in Paris. Gavin Watson was boasting that his name doesn't appear in the SIU report.
99. A copy of this SIU report was e-mailed to the hotel where we were staying in Paris. Angelo Agrizzi collected the e-mail with the SIU report and studied the report during the holiday. After the contents of the report were discussed it actually interfered with our holiday as we were all extremely stressed. We were all shocked by the contents of the report and by the inside knowledge and Gavin asked us to investigate and try find out who had given such inside information to the SIU.

Attorney's trust account

100. I became aware of substantial funds that were transferred from Bosasa into an attorney's trust account. I was not party to the agreement with the relevant attorneys in this regard but I was informed by Gavin Watson that this was done to prevent against the risk of Bosasa running out of funds in case of possible freezing applications of bank accounts by the National Prosecuting Authority because of the pending SIU matter. I understand that further large amounts were paid to attorneys trust accounts. This information can be confirmed by the

M.P. 


Bosasa accounts department and bank accounts. Details of which are attached as annexure "AT8".

Agreement drawn up at attorney's office

101. I was present in a meeting at one of Bosasa's attorneys where an agreement between Frans Vorster and Patrick Gillingham was drawn up.
102. In this agreement Frans Vorster advanced R180 000.00 to Patrick Gillingham to enable Gillingham to purchase a Mercedes Benz E320 vehicle. The agreement was done as a loan.


Meetings and correspondence with the Watsons

103. A statement in the press was released about Angelo Agrizzi's intention to whistle blow on Bosasa and Gavin Watson. I received a telephone call from Valence Watson, the brother of Gavin Watson asking me to assist in persuading Angelo Agrizzi not to whistle blow. I informed Angelo Agrizzi about the call from Valence Watson.
104. The calls from Valence Watson continued over time. I cannot recall whether it was during the initial call or later, but it was late at night when I had very long discussion with the Valence Watson, Gavin Watson and Eileen Watson. During this call they again requested me to persuade Angelo Agrizzi not to whistle blow.
105. On the request from the Watsons we held meetings at Angelo Agrizzi's house which were attended by Angelo Agrizzi, myself, Brian Biebuyck, Ronnie Watson, Valence Watson, Jared Watson. The meetings were long and carried on until approximately 01H00 in the morning where again they tried to persuade Angelo Agrizzi not to whistle blow and requested an undertaking from him. They wanted to know what Angelo Agrizzi wanted in order to prevent him from whistle blowing.
106. Angelo Agrizzi and myself decided to continue with the negotiations in order to show Gavin Watson's intention to bribe us to silence.

M.P. 

107. The offer that was discussed was in the region of R50 000 000.00 which included money and/or a potential buy out of the business with certain conditions such as Gavin Watson to step down as CEO and Angelo Agrizzi replacing him. A proposed unsigned draft agreement was e-mailed to Angelo Agrizzi thereafter.
108. Angelo Agrizzi responded with his unhappiness with the offer and terms of the draft agreement but insisted that Gavin Watson should sign it.
109. Various whatsapp messages, attached to my affidavit, between myself and Jared Watson followed in this regard. Angelo Agrizzi refused to take further calls from the Watsons. Jared Watson begged me on numerous occasions to meet with him. Angelo Agrizzi and myself decided that I would meet with Jared Watson in order to get Gavin Watson to sign the agreement, and I met with Jared Watson at his house. In order to get Gavin Watson to sign the document we had to pretend that we are serious about the proposed deal. Angelo Agrizzi even prepared discussion notes for me to take with to the meeting. I was aware that Jarred Watson recorded our discussions. We discussed the terms of the proposed agreement. Angelo Agrizzi insisted that Gavin Watson should sign the next day or there was no deal. Communications terminated eventually. Details of which are attached as annexure "AT9" and "AT10".




ANDRIES VAN TONDER

The deponent has acknowledged that he knows and understands the contents of this affidavit, which was signed and sworn before me at ROSEBANK on this the 28 day of **JANUARY 2019**, the regulations contained in Government Notice no. R1258 of 21 July 1972, as amended, and Government Notice no. R1648 of 19 August 1997, as amended, having been complied with.

7163768-1
M.P. CST

COMMISSIONER OF OATHS

Name: *Mpho R. MUSAU*

Address: *15 STURGES AVENUE ROSEBANK*

Capacity: *CONSTABLE.*



BOSASA

REG No: 1981/012426/07

10 Tom Muller Drive
West Rand Cons 1739PO Box 580
Randfontein 1760Tel: +27 (011) 660-8050
Fax: +27 (011) 953-4281

08 May 2001

Roy Stöler Attorneys
PO Box 5211
Johannesburg
2000

Dear Roy

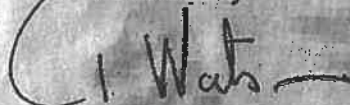
DYAMBU HOLDINGS (PTY) LTD CONTRACT

Thank you for your letter dated 26 April 2001.

Please find the amended agreement as requested attached hereto.

Your assistance is appreciated.

Yours faithfully


GAVIN WATSONM.P. 

You warrant by your signature to this letter and the enclosed duplicate thereof that you have the necessary authority to act on behalf of Holdings.

I will be grateful if you could signify your acceptance of the above terms and conditions by signing this letter and the enclosed duplicate thereof and returning it to me as soon as possible.

Kind regards

G. Watson

GAVIN JOSEPH WATSON

Terms and conditions agreed upon and warranting my authority to act on behalf of Dyambu Holdings (Pty) Ltd

Signed: *M. R. [Signature]*

Date: *03/08/2000*

Our VISION:
SERVICE EXCELLENCE by harnessing SYNERGY in which the DYAMBU people are EMPOWERED to express their PERSONALITIES and STRENGTHS in a TEAM ENVIRONMENT, thereby contributing to the ECONOMIC and SOCIAL development of our nation.

M. R. [Signature]



No 10 Tom Muller Drive, West Rand Cons, KRUGERSDORP • P O Box 580, RANDFONTEIN, 1760 • Tel (011) 880-8050 Fax (011) 880-8688
 DYAMBU OPERATIONS (Pty) Ltd REG NO: 81/12428/07

1 August 2000

Dear Hilda

EFFECTIVE ACQUISITION OF DYAMBU HOLDINGS (PTY) LTD'S INTERESTS IN DYAMBU OPERATIONS (PTY) LTD BY GAVIN WATSON OR HIS NOMINEE

This letter serves as confirmation of our verbal agreement whereby you agreed that I, the undersigned Gavin Joseph Watson or such other legal entity nominated by me, can acquire Dyambu Holdings (Pty) Ltd's ("Holdings") effective 10% interest in the business of Dyambu Operations (Pty) Ltd ("Operations").

I informed you that I was in the process of restructuring the business affairs of Operations. It was agreed that as part of this restructuring, I or an appropriate legal entity nominated by me, will acquire Holdings' effective interests in Operations. The terms of our agreement can be summarized as follows:

1. For the release from the franchise fee and the acquisition of Holdings' effective 10% interest in Operations, Holdings will be paid a total sum of R5,5 million.
2. The purchase consideration will be paid as follows:
 - 2.1 R1 million on signature of this letter.
 - 2.2 With effect from the end of the month, following the month in which the R1 million was paid, an amount of R83 333.00 shall be paid for the next 48 months ($R83\,333.00 \times 48 = R4\text{ million}$) subject to Holdings assuming transfer of the leases and vehicle lease agreement into Holdings' name. If the foregoing is not possible, the amount less these expenses shall be paid on a monthly basis.
 - 2.3 In addition to the aforesaid monthly payments, an amount of R500 000.00 will be paid on 31 October 2001.
3. The amount of R92 598.55 under negotiation is waived in view of the tax implications thereof and is replaced by an additional amount of R92 598.55 as additional franchise fee. This amount to be paid upon the signing of this agreement in addition to the amounts as per paragraph 2.
4. Holdings shall with immediate effect assume full liability for all its own commitments and release Messrs Watson, Mansell and/or Operations from all sureties/known liabilities including, subject to the specific arrangements as per paragraphs 4.1 to 4.6.

EXECUTIVE DIRECTORS: J Gumede, GJ Watson, JO Khumalo, Ms L Gouws, STS Mdingwa, WD Mansell, W Nishanka, T Mgomezulu

M R.

4.1 Lease : Offices.

The lease agreement (Annexure A), for the offices at SANDTON GRAYSTON 66, expires on 31 August 2002. Monthly basic rental and contributions is R11 372.24 per month and will escalate. This agreement is guaranteed by GJ Watson and D Mansell.

The monthly rent will be paid by Operations until 31 August 2002, unless Operations is released of its obligations in writing. Until such time as Operations is liable for the monthly rental payments, the amounts paid, will be deducted from the amount payable to Holdings as per paragraph 2.

4.2 Lease : Thaba Maru, Unit 2.

This property is leased in the name of Operations on a 2 calendar month notice (Annexure B). The present rent is R6 285.91 per month.

Holdings will within 3 months after signature, take over the full liability of this lease agreement.

4.3 Motor vehicle : JRD080GP.

The above vehicle is leased by G Watson in his personal capacity. (Annexure C). The lease expires on 14 September 2004 and the monthly lease payable is R5139.00.

Operations will continue to pay the monthly lease payments and will deduct these payments from the amount due to Holdings as per paragraph 2, until such time as Operations is released from this liability in writing.

4.4 Insurance.

The insurance on the vehicle JRD080GP (exclusive of VAT) but inclusive of top-up cover, is R1167.47 per month. (Insurance is compulsory for the guarantor).

The monthly liability will be paid by Operations and deducted from any amounts due to Holdings as per paragraph 2, until such time as Operations is released from the liability with regard to JRD080GP in writing.

4.5 Petrol Card.

The petrol card for JRD080GP will be cancelled within three months after signature of this letter of agreement. Any amounts payable on the petrol card will be deducted from the amount due to Holdings.

4.6 Cell Phones.

The cell phone contracts (2) which are in the name of Operations will be reassigned to Holdings within three months after signature of this agreement in full acceptance by Holdings of the contractual liability. Any amounts payable on the cell phone accounts up to being reassigned to Holdings will be deducted from the amount due to Holdings.

5. I or an appropriate legal entity nominated by me, will retain the use of the Dyambu trade name and the Dyambu logo until such time as the final installment has been paid as per paragraph 2, provided not one of the installments become arrears.
6. The existing franchise arrangements between Holdings and Operations are cancelled with effect from the date of the signing hereof and the accompanying CM42.
7. No requests from the date of signature hereof shall be made by Holdings to Operations to pay any expenses for and on behalf of Holdings, other than those mentioned in paragraph 4.
8. I will personally be liable for the amounts stated in paragraphs 1 and 2 of this letter of agreement and will sign such documents of surety as may be required by Holdings.
9. Both parties agree to the reciprocal right to retribution during the period of the usage of the name and logo of Dyambu in the event that any actions or activities of Operations or Holdings and/or any other legal entity or person as might be nominated by either of the parties from time to time, impacts negatively on Holdings' or Operations' name.

M R A

SURETYSHIP

I, the undersigned,

GAVIN WATSON

under renunciation of the legal benefits of excussion and division, and *de duobus vel pluribus reis debendi*, with the meaning of which I declare myself to be fully acquainted, do hereby bind myself, as surety and co-principal debtor in *solidum* with

BOSASA OPERATIONS (PROPRIETARY) LIMITED

formerly

DYAMBU OPERATIONS (PROPRIETARY) LIMITED
(hereinafter referred to as the debtor)

unto and in favour of –

DYAMBU HOLDINGS (PROPRIETARY) LIMITED
(hereinafter referred to as "the Creditor")

for the due and punctual payment of any amount which may now be, or at any time in the future become due, owing and/or payable to the said Creditor by the said Debtor arising out of the agreement dated 1 August 2000, a copy of which is attached hereto as Annexure "A".

2. I undertake to pay in terms of this Suretyship any sum due by the Debtor the payment date of which has elapsed on the same terms and conditions as applicable to the Debtor.
 3. In the event of the Debtor being placed in liquidation, or under judicial management, then and in such event, the total amount owing by the Debtor shall be assumed by myself and be payable on the same terms and conditions as applicable to the Debtor. The creditor shall cede / transfer all right and title to the claim against the Debtor, which shall on assumption of the debt vest in myself.
- The Creditors rights from this time shall be against myself and not the Debtor.
4. I further agree that any leniency, indulgence or extension of time which may be granted by the Creditor to the Debtor shall not in any way be construed as a waiver of the Creditor's strict rights to enforce its claims against me in terms of this Suretyship.
 5. A certificate under the hand, of the Auditor, of the Creditor as confirmed by the Auditor / Liquidator / Trustee of the Debtor as to the existence and amount of the indebtedness of the Debtor and of myself to the Creditor at any time, as to the fact that such amount is due and payable, the amount of interest accrued due thereon and the rate of interest applicable thereto, and as to any other fact, matter or thing relating to the indebtedness of the Debtor and of myself to the Creditor, shall be prima facie proof of the contents and correctness thereof, and the amount of our indebtedness hereunder for the purpose of provisional sentence or summary judgment, or any other proceedings against me in any competent court, and shall be valid as a liquid document for those purposes. It shall not be

M.R. 

necessary to prove the appointment of the person signing any such certificate, and such certificate shall be binding upon me and shall be deemed to be sufficient particularly for the purposes of pleading or trial in any action or other proceedings instituted by the Creditor against me.

6. The said Creditor, only with the written concession of the Debtor and myself may be authorised and empowered to cede, assign and transfer this guarantee, and on such cession our liability shall continue in favour of the Cessionary. This Suretyship shall also apply to, cover and secure the Creditor's respective successors or assigns.
7. I hereby warrant to the Creditor that I have a material interest in binding myself in terms of this deed.
8. I hereby choose the following address, namely:
10 Tom Müller Drive
West Rand Consolidated
Krugersdorp
1739

as our *domicilium citandi et executandi* for all purposes arising out of or in connection with this Deed of Suretyship.

9. I agree and consent that the said Creditor, its successors or assigns, shall be entitled in their discretion, to institute legal proceedings which may arise out of or in connection with this Deed of Suretyship in any Magistrate's Court having jurisdiction in respect of person in terms of Section 23 of the Magistrate's Court Act No.32 of 1944, as amended, notwithstanding that the claim or the value of the matter in dispute might otherwise exceed the jurisdiction of such Magistrate's Court in respect of cause of action.
10. In this Suretyship, unless the context clearly indicates a contrary intention, an expression which denotes the singular includes the plural and vice versa.
11. The costs of this Suretyship, including any stamp duty payable hereon, shall be paid by the Debtor.
12. I confirm that this Deed of Suretyship was completed in all respects prior to our signature hereto.

Signed at KRUGERSDORP on this the 19 day of April 2001.

G J WATSON

C. J. Watson

As witnesses

1. J. van Tonge

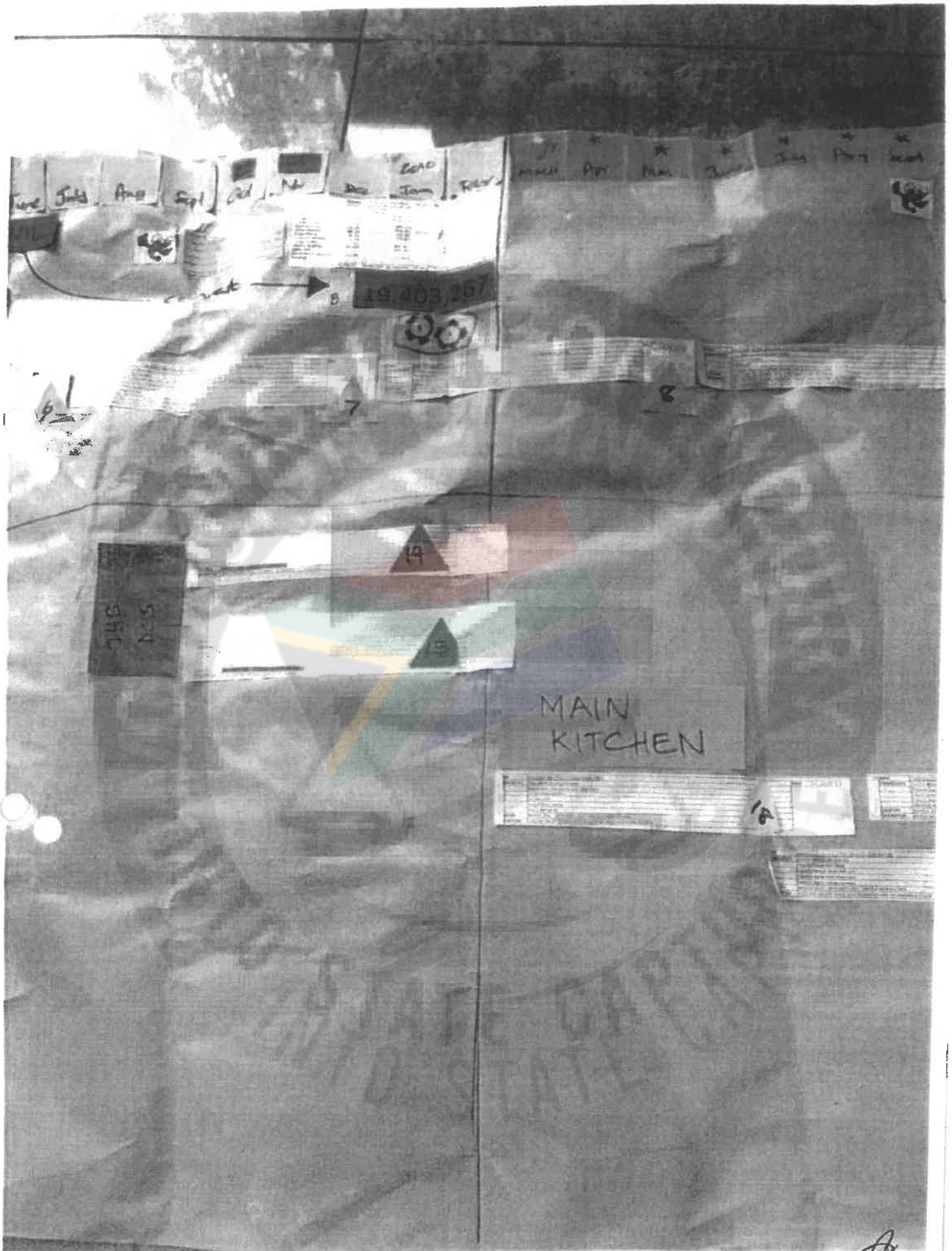
2. L. van der Merwe

M.R. [Signature]

"AT 2" AL-029



M.P



M-R *[Signature]*



Vodacom 16:40 27%

AJVT-032

Gregg Lacon Al
 are no orders for this week?
 Regards

"AT3"

No orders this week thank you
 Gregg

Ok thanks

Mon, 03 Jul

Hi Andries just checking if u have
 any orders for this week? Regards

Hello Gregg, I haven't seen Gavin
 yet, but will find out and let you
 know

Tue, 04 Jul

Hi Andries any news? Regards

Morning Gregg, I will ask Gavin this
 morning Regards, Andries

Thanks


Weekly correspondence between myself
 and Gregg Lacon Allen in which
 the cash was arranged for Gavin Watson

Don Jones

M.R.

A

2017/02/06, 09:47:13: Gregg Lacon Al: Hi Andries just checking if you have any orders for this week? Regards
2017/02/06, 09:48:12: Messages to this chat and calls are now secured with end-to-end encryption.
2017/02/06, 09:49:14: Andries: Morning Gregg, still in meeting, will let you know, Regards
2017/02/06, 10:06:39: Gregg Lacon Al: Thanks
2017/02/06, 13:36:04: Andries: Gregg, Would like to order 2tonnes chicken please
2017/02/06, 13:59:35: Gregg Lacon Al: Thanks will start arranging
2017/02/06, 14:01:14: Gregg Lacon Al: Can we arrange delivery for tomorrow?
2017/02/06, 14:13:34: Andries: Yes, whenever you can
2017/02/06, 14:13:43: Andries: Thank you
2017/02/07, 07:44:46: Gregg Lacon Al: Hi Andries just confirming your order for 2 tons of chicken as we have not recieved the order yet and want to deliver today? Regards
2017/02/07, 07:46:18: Andries: Morning Gregg, yes 2 tons plus about 30kilos. Will follow up on order when in office
2017/02/07, 07:46:42: Gregg Lacon Al: Thanks
2017/02/13, 09:36:15: Andries: Morning Gregg, we have no orders for this week. Regards
2017/02/13, 09:39:47: Gregg Lacon Al: Thanks
2017/02/20, 08:20:10: Gregg Lacon Al: Hi Andries just checking if you have any orders for this week? Regards
2017/02/20, 08:26:47: Andries: Just waiting to confirm, will let you know asap
2017/02/20, 09:18:05: Andries: Would like to order 1 ton chicken please. Regards
2017/02/20, 09:18:51: Gregg Lacon Al: Thanks will arrange. Please send paperwork when ready
2017/02/20, 09:19:33: Andries: Will do, just tied up in meeting
2017/02/21, 11:41:44: Gregg Lacon Al: Hi Andries please send Craig the paperwork for your order when you get a chance. Regards
2017/02/21, 11:58:20: Andries: Will do thank you. I've unfortunately only been able to give request through this morning
2017/02/21, 12:05:13: Gregg Lacon Al: Thanks Andries
2017/02/27, 07:48:04: Gregg Lacon Al: Hi Andries just checking if u have any orders for this week? We have a lot of stock on hand. Regards
2017/02/27, 07:58:19: Andries: Morning Gregg, no orders this week, thank you. Regards
2017/02/27, 08:00:50: Gregg Lacon Al: Thanks Andries
2017/02/28, 08:37:04: Andries: Morning Gregg, would like to order 1 ton chicken please.
2017/02/28, 10:07:13: Gregg Lacon Al: Thanks pls send paperwork
2017/02/28, 10:08:13: Andries: Will do thank you Gregg
2017/03/01, 08:42:09: Andries: Morning Gregg, sorry to mess you around- I was just asked just now to order another 1 ton chicken, and would appreciate it if you could accommodate. I have sent through the paperwork of yesterday's order and would like to collect it today if possible as it is needed urgently. Regards, Andries
2017/03/01, 08:45:43: Gregg Lacon Al: No problem. Will organize yesterday delivery for today and please send paperwork for new order

M.R. 

and we will deliver the 2 tons today. Leon will contact u shortly to arrange delivery. Stock is on hand. Regards

2017/03/01, 08:46:59: Andries: Thank you Gregg, appreciate it!

2017/03/06, 09:53:17: Gregg Lacon Al: Hi Andries just checking if u have any orders for this week? Regards

2017/03/06, 10:06:27: Andries: Hello Gregg, I'm just in a meeting, I doubt that we would need this week, but will confirm and let you know. Regards

2017/03/06, 10:06:42: Gregg Lacon Al: Thanks

2017/03/06, 15:06:31: Gregg Lacon Al: Hi Andries just following up?

2017/03/06, 15:07:11: Andries: Sorry Gregg, no orders for this week

2017/03/06, 15:07:29: Gregg Lacon Al: Thanks

2017/03/09, 12:24:45: Andries: Hello Gregg, I was just asked to order 0.5 tons of chicken- when you can. Regards

2017/03/09, 12:26:51: Gregg Lacon Al: No problem - will deliver tomorrow. Please send paperwork. Regards

2017/03/13, 10:34:41: Gregg Lacon Al: Hi Andries just checking if u have any orders for this week? Regards

2017/03/13, 10:40:17: Andries: Hello Gregg, will let you know. Thank you and regards, Andries

2017/03/13, 10:51:20: Gregg Lacon Al: Thanks

2017/03/13, 12:03:44: Andries: 1 ton chicken please

2017/03/13, 12:06:31: Gregg Lacon Al: Thanks will arrange, - please send paperwork. Regards

2017/03/13, 12:06:42: Andries: Will do

2017/03/20, 13:46:34: Gregg Lacon Al: Hi Andries just checking if u have an order for this week? Regards

2017/03/20, 13:48:41: Andries: Hello Gregg, yes please 1 ton. Only thing is that I'm only back in the office on Wednesday to do payment and paperwork

2017/03/20, 13:49:36: Gregg Lacon Al: No problem. Will ask Graig to remind you. Regards

2017/03/20, 13:50:04: Andries: Thank you Gregg

2017/04/03, 08:18:25: Gregg Lacon Al: Hi Andries just checking if you have any orders for this week? Regards

2017/04/10, 08:12:52: Gregg Lacon Al: Hi Andries just checking if u have any orders for this week? Regards

2017/04/10, 10:16:48: Gregg Lacon Al: Please let us know asap due to short week

2017/04/10, 10:17:43: Andries: Will do, I'm just in a ops meeting

2017/04/10, 10:18:04: Gregg Lacon Al: No problem. Thanks

2017/04/10, 16:52:21: Gregg Lacon Al: Hi Andries just a reminder. Regards

2017/04/10, 17:01:42: Andries: My apologies Gregg, Gavin said he would check in the morning

2017/04/11, 09:34:06: Andries: Morning Gregg, Gavin still hasn't come back to me yet so we can assume no orders required this week. Sorry for delay getting back to you. Regards

2017/04/11, 09:34:54: Gregg Lacon Al: No problem. Thanks

2017/04/11, 10:54:20: Andries: Gregg, Gavin phoned now to order 1.5 tons chicken.... I will start paperwork now. Again, my apologies

2017/04/11, 10:58:37: Gregg Lacon Al: No problem. Please send paperwork to Craig asap so we can try for delivery tomorrow. Regards

2017/04/11, 11:00:00: Andries: Will do thank you Gregg

M.P. 

2017/04/11, 11:00:52: Gregg Lacon Al: May still be able to deliver today. Will confirm
2017/04/11, 11:03:50: Andries: It's 1.5 + 30kg
2017/04/11, 11:04:27: Gregg Lacon Al: Ok thanks
2017/04/18, 08:59:19: Gregg Lacon Al: Hi Andries just checking if u have any orders for this week? Regards
2017/04/18, 10:22:21: Andries: Hello Gregg, just waiting for Gavin to advise. Regards
2017/04/18, 10:29:14: Gregg Lacon Al: Thanks
2017/04/18, 14:17:24: Andries: Hi Gregg, would like to order 1 ton chicken this week please
2017/04/24, 09:58:37: Gregg Lacon Al: Hi Andries just checking if you have any orders for this week? Regards
2017/04/24, 10:11:07: Andries: Hello Gregg, Gavin still in meeting, will let you know asap
2017/04/24, 10:18:36: Gregg Lacon Al: Thanks
2017/04/24, 12:10:19: Gregg Lacon Al: Hi Andries any news?
2017/04/24, 12:43:56: Andries: I'm just trying to get hold of him
2017/04/24, 12:44:26: Gregg Lacon Al: Ok thanks
2017/04/24, 14:21:02: Andries: Hello Gregg, Gavin says he would only be able to tell me tomorrow how much he needs - sorry about the delay
2017/04/24, 14:22:00: Gregg Lacon Al: No problem - please revert as early as possible. Regards
2017/04/24, 14:22:20: Andries: Will do thank you
2017/04/25, 08:41:34: Gregg Lacon Al: Hi Andries any news on order? Regards
2017/04/25, 09:09:32: Andries: Gavin says he will be with me now... sorry for the delay Gregg
2017/04/25, 09:09:55: Gregg Lacon Al: No problem
2017/04/25, 13:23:13: Gregg Lacon Al: Hi Andries any news?
2017/04/25, 13:52:31: Andries: Nothing for this week thank you Gregg. My apologies for only coming back to you now..
2017/04/25, 13:57:48: Gregg Lacon Al: Thanks
2017/05/02, 07:11:00: Gregg Lacon Al: Hi Andries just checking if you have any orders for this week? Regards
2017/05/02, 10:01:43: Andries: Morning Gregg, no orders for this week - thank you
2017/05/02, 10:08:46: Gregg Lacon Al: Thanks
2017/05/08, 08:51:01: Gregg Lacon Al: Hi Andries just checking if u have any orders for this week? Regards
2017/05/08, 10:12:01: Andries: Hello Gregg, I will let you know
2017/05/09, 14:19:39: Gregg Lacon Al: Hi Andries any news? Regards
2017/05/09, 14:27:50: Andries: Hello Gregg, looks like no order for this week. I haven't seen Gavin at all for previous 2 days. I'm going on a hunting trip tomorrow, and will only be back Sunday, and I therefore wanted to sort it out before I go. - Gavin would have told me if he needed this week so assume no order. Regards Andries
2017/05/09, 14:32:02: Gregg Lacon Al: Ok thanks
2017/05/15, 08:15:17: Gregg Lacon Al: Hi Andries just checking if u have any orders for this week? Regards
2017/05/15, 11:42:11: Andries: Hello Gregg, I'm still trying to get hold of Gavin. I will let you know as soon as possible.
2017/05/15, 12:06:53: Gregg Lacon Al: Thanks Andries

M.R. 

2017/05/16, 12:30:36: Andries: Hello Gregg, Gavin eventually got back to me: can we order 1.2 tons chicken for this week and 1.5 tons for next week? Regards

2017/05/16, 12:31:20: Gregg Lacon Al: Sure thanks

2017/05/22, 09:13:16: Gregg Lacon Al: Hi Andries have discussed short delivery with Craig and we will sort it out on this week's delivery. Please send paperwork for this week's delivery. Regards

2017/05/22, 09:14:44: Andries: Morning Gregg, thank you, will forward you paperwork

2017/05/22, 09:49:40: Gregg Lacon Al: Thanks

2017/05/29, 08:12:28: Gregg Lacon Al: Hi Andries just checking if you have any orders for this week? Regards

2017/05/29, 08:13:24: Andries: Morning Gregg, 1.1 tons please

2017/05/29, 08:33:25: Gregg Lacon Al: Thanks will arrange - please send paperwork

2017/05/29, 09:06:15: Andries: Will do thank you Gregg

2017/06/05, 07:36:03: Gregg Lacon Al: Hi Andries just checking if you have any orders for this week? Regards

2017/06/05, 08:08:40: Andries: Morning Gregg, will find out from Gavin and let you know

2017/06/05, 08:09:00: Gregg Lacon Al: Thanks

2017/06/08, 12:07:27: Gregg Lacon Al: Hi Andries just following up on order requirements?

2017/06/08, 12:22:40: Andries: My apologies Gregg, doesn't look like Gavin needs an order this week. Regards Andries

2017/06/08, 12:35:16: Gregg Lacon Al: No problem. Thanks

2017/06/12, 14:22:12: Gregg Lacon Al: Hi Andries just checking if you have any orders for this week? Regards

2017/06/12, 14:25:06: Andries: Hello Gregg, will only see Gavin tomorrow morning- will let you know. My apology for the delay

2017/06/12, 14:38:59: Gregg Lacon Al: No problem - thanks

2017/06/14, 12:23:10: Gregg Lacon Al: Hi Andries just following up? Regards

2017/06/14, 12:33:05: Andries: No Gavin doesn't come back to me so I assume no orders for this week. Regards Andries

2017/06/14, 12:51:35: Andries: Sorry Gregg, he just got back to me: 1.5 tons this week and 1.5 tons next week. Regards

2017/06/14, 12:52:01: Gregg Lacon Al: Ok thanks

2017/06/14, 13:11:26: Gregg Lacon Al: Please send paperwork

2017/06/14, 13:12:16: Andries: Will do, they are busy preparing it

2017/06/14, 15:37:07: Andries: The exact quantity is 1.550 tons

2017/06/14, 15:37:22: Andries: I've sent paperwork to Craig

2017/06/14, 15:59:55: Gregg Lacon Al: Ok will sort for delivery tomorrow

2017/06/19, 10:15:19: Gregg Lacon Al: Hi Andries please confirm order qty for this week? Regards

2017/06/19, 10:27:29: Andries: Yes please 1.45 tons

2017/06/19, 10:28:01: Gregg Lacon Al: Thanks please send paperwork asap

2017/06/19, 10:29:15: Andries: Will do, thank you Gregg

2017/06/21, 14:24:55: Gregg Lacon Al: Hi Andries just checking if you know if there will be an order next week - just want to plan ahead? Regards

2017/06/21, 14:28:13: Andries: Hello Gregg, no Gavin is still in the

M.P.

DRC until end of week and has not collected this weeks deliveries from me yet. I therefore doubt whether he would want me to order more for next week

2017/06/21, 14:28:49: Gregg Lacon Al: Ok thanks

2017/06/26, 15:17:17: Gregg Lacon Al: Hi Andries just making sure there are no orders for this week? Regards

2017/06/26, 16:12:51: Andries: No orders this week thank you Gregg

2017/06/26, 16:33:25: Gregg Lacon Al: Ok thanks

2017/07/03, 12:13:35: Gregg Lacon Al: Hi Andries just checking if u have any orders for this week? Regards

2017/07/03, 12:20:17: Andries: Hello Gregg, I haven't seen Gavin yet, but will find out and let you know

2017/07/04, 07:13:37: Gregg Lacon Al: Hi Andries any news? Regards

2017/07/04, 07:39:19: Andries: Morning Gregg, I will ask Gavin this morning Regards, Andries

2017/07/04, 08:05:56: Gregg Lacon Al: Thanks



M.R. 

Year Jaar		Aircraft Lugvaartuig		Pilot or pilot in command Vlieger of gezagvoerder	Details of flight and remarks Bespiering van vlieg en opmerkingen	Single engine aircraft Eenmotorige lugvaartuig				Multi-engine aircraft Meermotorige lugvaartuig				Instrument Flying		Flying as instructor Vlieg as instruk- teur
Month Maand	Date Datum	Type Type	Registration marks Registrasie- merke			Day Dag	Night Nag	Pilot Vlieg- vlieger	Dual Dubbel- stuur- les	Co-pilot Vlieg- vlieger	Dual Dubbel- stuur- les	Pilot Vlieg- vlieger	Co-pilot Vlieg- vlieger	Dual Dubbel- stuur- les	Place Plek	
December	05	C340A	ZS-OSM	Jelly	Totals brought forward Totale oorgebring	132,6	128,9	22,4	13,8	65,5	11,1	5,1	5,2		58,2	
	10	C340A	ZS-OSM	G. Hughes	FALA - FQVL											
	10	C340A	ZS-OSM	Jelly	FQVL - FQIN											
	13	C340A	ZS-OSM	G. Hughes	FQIN - FQVL											
	13	C340A	ZS-OSM	Jelly	FQVL - FALA											
	16	C340A	ZS-OSM	Jelly	FALA - Malabo - FALA											
	19	C340A	ZS-OSM	Jelly	FALA - Malabo - FALA											
	31	C340A	ZS-OSM	Jelly	FALA - FANG											
January	02	C340A	ZS-OSM	Jelly	FANG - FALA											
	15	C340A	ZS-OSM	Jelly	FALA - FALA											
February	06	C340A	ZS-OSM	Jelly	FALA - Malabo - FALA											
	17	C340A	ZS-OSM	Jelly	FALA - FANG											
	19	C340A	ZS-OSM	Jelly	FANG - FALA											
	24	C340A	ZS-OSM	Jelly	FALA - FALA											
	25	C340A	ZS-OSM	Jelly	FALA - FANG											
	26	C340A	ZS-OSM	Jelly	FANG - FALA											
May	14	C340A	ZS-LNI	TF de Brum	FAKR - FALA - FAKR											
	20	C340A	ZS-OSM	Jelly	FALA - FALA											
	21	C340A	ZS-OSM	Jelly	FALA - FAKR											
	29	C340A	ZS-OSM	Jelly	FATR - FALA											
	31	C206	ZS-PKN	TF de Brum	FAKR - FAKR											
Totals carried forward Totale oorgebring						132,6	128,9	22,4	13,8	65,5	11,1	5,1	5,2		58,2	
Grand total (Column (i) to (vi)) Grootste (Kolonne (i) tot (vi))						410	Hours Ure	18	Minutes Minute							

"AT 4" AIVT-038

62,7

"AT5" AIJT 039

Andries van Tonder

From: Angelo Agrizzi
Sent: 07 March 2011 11:33 AM
To: Andries van Tonder
Subject: Fwd: Our future

Angelo Agrizzi
 Chief Operations Officer
 Bosasa Group of Companies

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

+(0) 27 11 660 6033
 +(0) 27 82 902 8091

Sent via mobile iPhone

Begin forwarded message:

From: Dannyl <danny@spilectric.co.za>
Date: 07 March 2011 8:38:46 SAST
To: Angelo Agrizzi <Angelo.Agrizzi@bosasa.com>
Subject: Our future

Dear Angelo

I know that you have enough problems to deal with at present and it is therefore only due to the nature of my circumstances that I address this e-mail to you.

I have at present not even enough money to buy food! The payment I received from you on 1 March was just enough to pay for salaries and wages and fuel and some of our HP's. As you will recall, you asked me what was the minimum I need to get through the month end and that was the figure that I thankfully received from you, but I do need the balance before the 15th otherwise I will be in trouble. Not one of the jobs we work on for you have suffered as a consequence. Unlike your other installers and the SLA we have with you, we have to procure a lot of materials ourselves all of which we have to pay for up front. So our first priority is always to keep the job going.

Angelo I do not want to be a burden to you and in the face of the fact that I do not know what work to expect next, I will just have to make some more radical decisions as I have no reserves left. Here I am at 62 with not a cent to my name! Last year I cashed in my annuities in the hope that work will flow in more regularly.

Last week I asked you what I could expect in the form of work this month, and as you did not come back to me as promised, I take it that the future in that regard also looks dim.

M.R. 

When I met Gavin I was in a well paying job which I lost due to my association with him, since then I have had to start over five times in 16 years once every four years!

In order to assist me to make the best radical decisions under circumstances, could we please meet as soon as conveniently possible. I would really appreciate it.

Regards



"AT6" AWT-041

Mansell American Inc. DBA Safe as Fences
 PO Box 341736
 Austin, TX 78734
 (512)547-8967
 jarrod@safefences.com
 www.safefences.com

Invoice

Safe as Fences

tel: 512.547.8967
 www.safefences.com

Mansell American Inc. DBA Safe as Fences

BILL TO
 Bosasa Operations
 No 1 Windsor Road
 Mogale City

SHIP TO
 Bosasa Operations
 No 1 Windsor Road
 Mogale City

INVOICE #
 1172

DATE
 03/29/2017

TOTAL DUE
 \$7,000.00

DUE DATE
 04/07/2017

TERMS
 Due on receipt

ENCLOSED

ACTIVITY

Consulting
 Consulting CCTV System Integration
 VAT Number 4070165735

QTY

1

RATE

7,000.00

AMOUNT

7,000.00

Bank Details

Name: Mansell American Inc
 Bank: Wells Fargo
 Type: Checking
 Acc: 7245119479
 Wire Routing: 121000248
 Swift: WFBUS6S

Bank Address 900 RANCH ROAD 620 S STE D100
 LAKEWAY, TX, 78734

Company Address Mansell American Inc. PO Box 341736,
 Austin, TX 78734

Thank you for your business, we appreciate it very much.

SUBTOTAL	7,000.00
TAX (0%)	0.00
TOTAL	7,000.00
BALANCE DUE	\$7,000.00

Quote is valid for 90 days. Valid Quotations must be in writing and are subject to availability and change in price unless such written quotations states otherwise.
 Verbal quotations will not be honored.

Thank you for your business. We appreciate it very much.

M.R. 

Mansell American Inc. DBA Safe as Fences
 PO Box 341736
 Austin, TX 78734
 (512)547-8967
 jarrod@safefences.com
 www.safefences.com

Invoice



BILL TO
 Bosasa Operations
 No 1 Windsor Road
 Mogale City

SHIP TO
 Bosasa Operations
 No 1 Windsor Road
 Mogale City

INVOICE #
 1172

DATE
 03/28/2017

TOTAL DUE
 \$7,000.00

DUE DATE
 04/07/2017

TERMS
 Due on receipt

ENCLOSED

ACTIVITY

Consulting
 Consulting CCTV System Integration
 VAT Number 4070165735

QTY

RATE

AMOUNT

7,000.00

7,000.00T

Bank Details

Name: Mansell American Inc
 Bank: Wells Fargo
 Type: Checking
 Acc: 7245119479
 Wire Routing: 121008248
 Swift: WFBUS6S

Bank Address 900 RANCH ROAD 620 S STE D100
 LAKEWAY, TX, 78734

Company Address Mansell American Inc, PO Box 341736,
 Austin, TX 78734

Thank you for your business, we appreciate it very much.

SUBTOTAL

7,000.00

TAX (0%)

0.00

TOTAL

7,000.00

BALANCE DUE

\$7,000.00

Quote is valid for 90 days. Valid Quotations must be in writing and are subject to availability and change in price unless such written quotations states otherwise.
 Verbal quotations will not be honored.

Thank you for your business. We appreciate it very much.

M.R.

Mansell American Inc. DBA Safe as Fences
 PO Box 341736
 Austin, TX 78734
 (512)547-8967
 jarrod@safefences.com
 www.safefences.com

Invoice



BILL TO
 Bosasa Operations
 No 1 Windsor Road
 Mogale City

SHIP TO
 Bosasa Operations
 No 1 Windsor Road
 Mogale City

INVOICE #
 1225

DATE
 11/02/2017

TOTAL DUE
 \$7,000.00

DUE DATE
 11/09/2017

TERMS
 Due on receipt

ENCLOSED

ACTIVITY

Consulting
 Consulting CCTV System Integration
 VAT Number 4070165735

QTY

1

RATE

7,000.00

AMOUNT

7,000.00T

Bank Details

Name: Mansell American Inc
Bank: Wells Fargo
Type: Checking
Acc: 7245119479
Wire Routing: 121000248
Swift: WFBUS6S

Bank Address 900 RANCH ROAD 620 S STE D100
 LAKEWAY, TX, 78734

Company Address Mansell American Inc. PO Box 341736, Austin,
 TX 78734

Thank you for your business, we appreciate it very much.

SUBTOTAL	7,000.00
TAX (0%)	0.00
TOTAL	7,000.00
BALANCE DUE	\$7,000.00

Quote is valid for 90 days. Valid Quotations must be in writing and are subject to availability and change in price unless such written quotations states otherwise.
 Verbal quotations will not be honored.
 Thank you for your business. We appreciate it very much.

M.R.

BOSASA OPERATIONS (PTY) LTD
 Reg No 1981/012426/07 Vat No 4070165735
 Mogale Business Park Windsor Road, Limpit Road, Mogale City, Gauteng, South Africa
 Private Bag 2002, Krugersdorp, 1740, Gauteng, South Africa GPS: S 26 00 030 E 27 41 543
 Tel: +27(0)11 662 6008 Fax: +27(0)11 662 6136/P National Number: +27(0)11 662 6136
 www.bosassagroup.com



A ATTENUATE \$ 9.

U.S. Citizenship and Immigration Services
 Vermont Service Center
 75 Lower Welden St.
 Saint Albans, Vermont 05479

February 21, 2017

Re: Petition of Mansell American Inc.
 L-1B Extension of Status for Mr. William D. Mansell

Dear Sir or Madam:

This letter is in support of the petition for L-1B status and to extend the stay for Mr. William D. Mansell, who transferred to the USA in 2014 to build the U.S. market for our specialty high security fences. We would like him to continue with Mansell American Inc. for an additional period of time leading company operations.

OUR COMPANY MANSELL AMERICAN INC., d/b/a SAFE AS FENCES

Mansell American Inc. d/b/a Safe as Fences was established in Lakeway, Texas in January 2013 as a subsidiary of Solectric CC, a South African company. We are a high security fencing contractor, also providing gate automation and perimeter security and access control. We offer planning and installation of commercial and residential fencing projects. In addition we supply, install and repair numerous types of fencing products: Chain Link, Welded Mesh, Wood Fences, Iron Fences, Custom Fences, Residential, Commercial and Ranch Security, Custom Gates, Sliding Gates, Cantilever Gates, Centurion Gate Motors. We are an accredited Beta Fence installer, and an accredited Centurion Gate Motor importer and installer.

THE CORPORATE RELATIONSHIP

Mansell American Inc. d/b/a Safe as Fences is a wholly-owned subsidiary of Solectric CC, a South African company. Solectric CC is also a high-security fencing contractor providing planning, implementation, and installation of high-security specialized fences for prisons and court houses, including CCTV, intelligent fencing, taut wire, Bekaert bowed fences (Belgian system).



DIRECTORS: J Gumede, GJ Watson, TI Dikani, M Oliveria (Ms), M T Makoko (Ms), PF Leshabane, JSA Loyds (Ms), SSDT Mphahlele

NATIONAL OFFICES: CAPE TOWN +27(0)21 552 1603 DURBAN +27(0)31 914 0025 POLOKWANE +27(0)15 293 1204 PORT ELIZABETH +27(0)41 581 5330
 INTERNATIONAL OFFICES: CHINA +86 1390 175 7510 SINGAPORE +65 9 827 4530 UK +44 0570 22 00 825 USA +1 858 756 5443

M-R



Solectric cc had a working relationship with the Bosasa Group of companies for several years. Bosasa Group provides Facilities Management, Security, Access

Control, Perimeter Security, Detention Centers, and Fleet Management. Bosasa Group is based in South Africa, and has offices in China, Singapore, the U.K. and the United States with over 1,000 employees. In February 2015, Bosasa Operations (Pty) Ltd formally acquired Solectric cc as well as Mansell American Inc. That ownership relationship has continued to the present.

MR. WILLIAM MANSELL'S ROLE AS FOUNDER AND CEO OF SOLECTRIC CC IN SOUTH AFRICA

Mr. William D. Mansell founded Solectric cc in South Africa in 2008, and served as CEO and then CFO prior to transferring to the USA. He built the business from the ground up, including developing the market for specialized fencing, access control, and prison management systems. The projects included all types of safety-sensitive facilities such as prisons, youth-detention centers, courts, military installations, public and private utilities, transportation systems, electrical, energy & communication infrastructure, government buildings, mines, schools, oil refineries, borders and all key point installations.

As CEO of Solectric, Mr. Mansell determined the overall direction for the company, as well as the types of fencing and perimeter security projects to be undertaken, based on his analysis of the profitability. He obtained training and became certified with specialized high-security fencing system companies, such as BetaFence, InSense Intrusion Detection systems, Sondolo IT surveillance systems, Moduteq kinetic sensors, and Centurion access systems. He is also the person who managed the government contracts for fencing construction and installation, from budgeting to overseeing project execution, and he made operational policy decisions for the firm to improve efficiency.

MR. MANSELL'S QUALIFICATIONS

Mr. Mansell holds a Bachelor of Commerce degree in Accounting.

He has received training and become certified with a number of specialized perimeter security firms. The training and development conducted has been develop to national qualification standards, and has specific requirements in terms of the Construction Industry Development Board and the South African National Building Regulatory Authority. Mr. Mansell also received certification in the following qualifications:

- Aviation Security Training—Airport security applications
- National Key Point Security Installations
- Private Security Industry Regulatory Authority
- High Density Accommodation Security

Mr. William D. Mansell has many years experience overseeing the planning, supplying, and installing of high-end security fencing projects. As CEO with Solectric he managed the project contracts for installation of fences, financial planning for the company including project estimations and expenditures for sales and marketing

A handwritten signature in black ink, appearing to read "M. R.", followed by a stylized flourish.



In addition, over the years Mr. Mansell has won several awards for his business development work including Citizen of the Year, Business Category, Port Elizabeth, Special Ward for Entrepreneurship Development East London, Special Award from NAFCOC for Entrepreneurship Development, as well as an Eisenhower Fellowship in 1994.

MR. MANSELL'S TRANSFER TO THE U.S. OFFICE

Mr. Mansell transferred to the United States in April 2014 to lead the marketing and business development effort for the U.S. office. As the visionary who essentially built the South African business, was the best person to develop the company's presence in the domestic, industrial and institutional fencing markets within the United States. In the first year he increased revenue for the U.S. firm by more than 300%. He oversaw two Sales Representatives who introduced the company's products to the medium and high security market.

THE REQUESTED EXTENSION REQUIRES MR. WILLIAM MANSELL'S SPECIALIZED KNOWLEDGE

OPERATIONS MANAGER

It is imperative to our business plan that Mr. William D. Mansell remain in the USA for the next two years to guide the U.S. office in bringing these high-security fencing projects to the United States. Unlike South Africa, the USA is just beginning to show widespread interest in top-rate perimeter security. The fencing systems we use are new to many U.S. communities. Mr. William D. Mansell is the only person trained and certified with these fencing systems, and he has years of experience carrying out government contracts for large scale security projects. He is the only person within this organization that has key knowledge about these fencing systems and the skill to lead the company through the phases of a contract for installation. One of the main reasons why Bosasa purchased Solectric and its subsidiary, Mansell American Inc., was to expand the high-security fencing industry to the United States. The only way we will success is if William Mansell continues in his role at the U.S. office.

As Operations Manager Mr. Mansell will oversee company operations, planning, systems, and controls to ensure that the company is retaining the best projects and that the work is properly carried out. See attached list of specific job duties. Mr. Mansell will oversee the work of the Finance Manager and the Marketing Manager, and he will be person we look to gain new contracts for the company with the state-run facilities, retail properties, schools, and high-end residential developments in the United States.

In addition, he will be responsible for providing the know-how for a joint venture between Bosasa Group and the South African Public Private Partnership Correctional Services model, the Correctional Services and Management Company (MTC), through which Mansell American will provide the expertise

A large, stylized handwritten signature, possibly "W.D. Mansell", is written over the bottom right of the page. Below the signature, the initials "M.P." are handwritten.



TERMS OF EMPLOYMENT

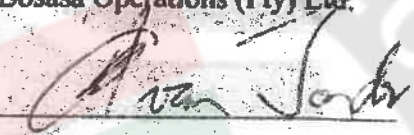
Mansell American Inc. would like to extend the employment of Mr. William D. Mansell as Operations Manager for an additional temporary period beginning in April 2017. Throughout Mr. Mansell's stay in the United States Bosasa will continue doing business in South Africa. The position of Operations Manager will continue to pay an annual salary of \$45000 per year plus traveling and accommodation expenses.

We thank you for your consideration of our petition, and we look forward to hearing from you.

Sincerely,



Angelo Agrizzi,
CEO
Bosasa Operations (Pty) Ltd.



Andriës Van Tonder,
Chief Financial Officer
Bosasa Operations (Pty) Ltd

MR 

"AT7" AJVT-048

Andries van Tonder

From: The Firm <thefirm@bdk.co.za>
Sent: 22 June 2009 09:38 AM
To: Andries Van Tonder
Attachments: TAX INVOICE SINKROPROP 22.06.09.doc

Sir,

Kindly find attached hereto our tax invoice from Jan Small-Smith.

Regards

Diana Kruger
BOK ATTORNEYS

4th Floor, 54 Market Street
 P O Box 8013
 Durban 4000
 Tel: 011 836 1214
 Fax: 011 836 8740
 Email: info@bdk.co.za

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M.R.



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MF

A handwritten signature in black ink, consisting of a stylized, cursive script.

Andries van Tonder

From: Samantha <samantha@bdk.co.za>
Sent: 13 July 2010 10:03 AM
To: Andries van Tonder
Attachments: sinkroprop 130710.doc

Andries

Please find enclosed our tax invoice for your kind attention.

We once again thank you for the instructions herein.

Yours faithfully

Samantha Sawyer

BDK ATTORNEYS
(DAVID H BOTHA / DU PLESSIS / KRUGER)

National Bank Building
4th Floor
84 Market Street
P O Box 8013
Docex 243
Johannesburg
2000

Tel: 011 838 1214
Fax: 011 836 8740

M.P. 


B|D|K
 ATTORNEYS

David H Botha | Du Plessis | Kruger
TAX INVOICE
SINKROPROP

PER EMAIL: andries@bosasa.com

Our ref IAN SMALL-SMITH/ss

Your ref 170710

Your VAT No

Date 13/07/2010

 In regard to
LEGAL FEES - PERIOD - 10/06/2010 - 11/07/2010

 On consultation and general legal work done by our Mr
 Ian Small-Smith (1,5 days)

22,500-00

SUBTOTAL

22,500-00

14% VAT

3,150-00

SUBTOTAL

25,650-00

To counsel invoices

M. Hellens SC

25,650-00

D. Joubert

83,790-00

C. Robertson (est)

50,400-00

Van Zyl le Roux correspondents

10,225-00

TOTAL DUE AND PAYABLE
R195,715-00
BANKING DETAILS:
ABSA BANK
MARKET STREET BRANCH
BRANCH CODE: 301305
ACCOUNT NO: 150260809
REF: SURNAME AND CELL NUMBER

Established 1960

 David H Botha, du Plessis & Kruger Inc • Reg No. 98/16549/21
 VAT No. 404080012

 Directors: Pieter Jacobus du Plessis BA LLB, Jan Christoffel Kruger BA
 LLB

Johannes Karel Schaefer BJur LLB, Ian Small-Smith BProc

 Telephone (011) 838 1214
 Fax (011) 836 8740 / 086 603 3183
 Email thefirm@bdk.co.za
 4th Floor National Bank Building
 84 Market Street, Cnr Simmonds
 PO Box 8013 Johannesburg 2000
 Docex 243 Johannesburg

Andries van Tonder

From: Samantha <samantha@bdk.co.za>
Sent: 18 June 2010 02:39 PM
To: Andries van Tonder
Cc: ian@myconnection.co.za
Attachments: sinkroprop 180610.doc

Please find enclosed our tax invoice for your kind attention and settlement.

We again thank you for your instructions herein and prompt payment, which is always appreciated.

Yours faithfully

Samantha Sawyer

BDK ATTORNEYS
(DAVID H BOTHA / DU PLESSIS / KRUGER)

National Bank Building
4th Floor
84 Market Street
P O Box 8013
Docex 243
Johannesburg
2000

Tel: 011 838 1214
Fax: 011 836 8740

1

u.p. 


BDK
 ATTORNEYS

David H Botha | Du Plessis | Kruger
TAX INVOICE
SINKROPROP
PER EMAIL: andries@bosasa.com
Our ref IAN SMALL-SMITH/ss

Your ref 240610

Your VAT No
Date 19/05/2010

In regard to
LEGAL FEES - PERIOD 16/05/2010 - 18/06/2010

 On consultation and general legal work done by our Mr
 Ian Small-Smith (7 days)

105,000-00

SUBTOTAL

105,000-00

14% VAT

14,700-00

TOTAL DUE AND PAYABLE
R119,700-00
BANKING DETAILS:
ABSA BANK
MARKET STREET BRANCH
BRANCH CODE: 301305
ACCOUNT NO: 150260809
REF: SURNAME AND CELL NUMBER
NOTE:
**ALL COUNSEL INVOICES WILL BE FORWARDED
 SEPERATELY ON RECEIPT OF INVOICES.**

Established 1960

 David H Botha, du Plessis & Kruger Inc • Reg No. 98/16549/21
 VAT No. 404080012

 Directors: Pieter Jacobus du Plessis BA LLB, Jan Christoffel Kruger BA
 LLB
 Johannes Karel Schaefer BJur LLB, Ian Small-Smith BProc

 Telephone (011) 838 1214
 Fax (011) 836 8740 / 086 603 3183
 Email thefirm@bdk.co.za
 4th Floor National Bank Building
 84 Market Street, Cnr Simmonds
 PO Box 8013 Johannesburg 2000
 Docex 243 Johannesburg

Andries van Tonder

From: Samantha <samantha@bdk.co.za>
Sent: 19 May 2010 09:42 AM
To: Andries van Tonder
Cc: ian@myconnection.co.za
Attachments: sinkroprop 190510.doc

Sir

Please find enclosed our tax invoice for your kind attention and early settlement.

We thank you for the instruction.

Yours faithfully

Samantha Sawyer

BDK ATTORNEYS
(DAVID H. BOTHA / DU PLESSIS / KRUGER)

National Bank Building
4th Floor
84 Market Street
Cnr Simmonds
Johannesburg
2000

Tel: 011 838 1214
Fax: 011 838 8740

M.R. 


BDK
ATTORNEYS

David H Botha | Du Plessis | Kruger

TAX INVOICE

SINKROPROP

PER EMAIL: andries@bosasa.com

Our ref IAN SMALL-SMITH/ss

Your ref 200510

Your VAT No

Date 19/05/2010

In regard to
LEGAL FEES PERIOD 29/04/2010 - 13/05/2010

On consultation and general legal work done by our Mr
Ian Small-Smith (3 days)

45,000-00

On counsel:

Estimated invoice

12,000-00

SUBTOTAL

57,000-00

14% VAT

7,980-00

TOTAL DUE AND PAYABLE**R64,980-00****BANKING DETAILS:**

ABSA BANK
MARKET STREET BRANCH
BRANCH CODE: 301305
ACCOUNT NO: 150260809
REF: SURNAME AND CELL NUMBER

Established 1960

David H Botha, du Plessis & Kruger Inc • Reg No. 98/16549/21
VAT No. 404080012

Directors: Pieter Jacobus du Plessis BA LLB, Jan Christoffel Kruger BA LLB
Johannes Karel Schaefer BJur LLB, Ian Small-Smith BProc

Telephone (011) 838 1214
Fax (011) 836 8740 / 086 603 3183
Email thefirm@bdk.co.za
4th Floor National Bank Building
84 Market Street, Cnr Simmonds
PO Box 8013 Johannesburg 2000
Docex 243 Johannesburg

M.P.

Andries van Tonder

From: Samantha <samantha@bdk.co.za>
Sent: 08 March 2010 08:26 AM
To: Andries van Tonder
Attachments: sinkroprop 080310.doc

Please find enclosed tax invoice for your kind attention and settlement.

As always we thank you for the instruction herein.

Yours faithfully

Samantha Sawyer

BDK ATTORNEYS
(DAVID H BOTHA / DU PLESSIS / KRUGER)

National Bank Building
4th Floor
84 Market Street
Cnr Simmonds
Johannesburg
2000

Tel: 011 838 1214
Fax: 011 836 8740



M.R. 



David H Botha | Du Plessis | Kruger

TAX INVOICE

SINKROPROP

PER EMAIL: andries@bosasa.com

Our ref IAN SMALL-SMITH/ss

Your ref 230310

Your VAT No

Date 08/03/2010

In regard to
LEGAL FEES - PERIOD 27/01/2010 - 28/02/2010

On consultation and general legal work done (2.5 days)	37,500-00
<u>On counsel:</u>	
Invoice 2933	30,000-00
Invoice 2890	2,700-00
Invoice 2911	9,000-00
SUBTOTAL	79,200-00
14% VAT	11,088-00
TOTAL DUE AND PAYABLE	R90,288-00

BANKING DETAILS:

ABSA BANK
MARKET STREET BRANCH
BRANCH CODE: 301305
ACCOUNT NO: 150260809
REF: SURNAME AND CELL NUMBER

Established 1960

David H Botha, du Plessis & Kruger Inc • Reg No. 98/16549/21
 VAT No. 404080012

Directors: Pieter Jacobus du Plessis BA LLB, Jan Christoffel Kruger BA LLB

Johannes Karel Schaefer BJur LLB, Ian Small-Smith BProc

Telephone (011) 838 1214
 Fax (011) 836 8740 / 086 603 3183
 Email thefirm@bdk.co.za
 4th Floor National Bank Building
 84 Market Street, Cnr Simmonds
 PO Box 8013 Johannesburg 2000
 Docex 243 Johannesburg

M.P.

Samantha Sawyer

BDK ATTORNEYS
(DAVID H BOTHA / DU PLESSIS / KRUGER)

National Bank Building
4th Floor
84 Market Street
Cnr Simmonds
Johannesburg
2000

Tel: 011 838 1214
Fax: 011 836 8740

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M.P. 

Andries van Tonder

From: Samantha <samantha@bdk.co.za>
Sent: 17 February 2010 09:59 AM
To: Andries van Tonder
Attachments: sinkroprop 270110.doc

My apologies I attached the wrong account, thank you we did receive this payment.

I am after payment of our latest invoice for the amount of R34200.00.

Yours faithfully

Samantha Sawyer

**BDK ATTORNEYS
(DAVID H BOTHA / DU PLESSIS / KRUGER)**

National Bank Building
4th Floor,
84 Market Street
Cnr Simmonds
Johannesburg
2000

Tel: 011-838 1214

Fax: 011 836 8740

----- Original Message -----

From: Andries van Tonder

To: Samantha

Sent: Wednesday, February 17 2010 9:43 AM

Subject: RE:

Dear Samantha,

Please find the attached proof of payment dated 2010-01-15.

Yours faithfully

Andries

From: Samantha [mailto:samantha@bdk.co.za]
Sent: Wednesday, February 17, 2010 9:17 AM
To: Andries van Tonder
Subject:

Please could you advise when we could expect payment.

Yours faithfully

M.R. 



David H Botha | Du Plessis | Kruger

TAX INVOICE

SINKROPROP

PER EMAIL: andries@bosasa.com

Our ref IAN SMALL-SMITH/ss

Your ref 300110

Your VAT No

Date 27/01/2010

In regard to
LEGAL FEES - PERIOD 22/12/2009 - 26/01/2010

On consultation and general legal work done (2 days)	30,000-00
SUBTOTAL	30,000-00
14% VAT	4,200-00
TOTAL DUE AND PAYABLE	R34,200-00

BANKING DETAILS:

**ABSA BANK
MARKET STREET BRANCH
BRANCH CODE: 301305
ACCOUNT NO: 150260809
REF: SURNAME AND CELL NUMBER**

Established 1960

David H Botha, du Plessis & Kruger Inc • Reg No. 98/16549/21
VAT No. 404080012

Directors: Pieter Jacobus du Plessis BA LLB, Jan Christoffel Kruger BA LLB
Johannes Karel Schaefer BLur LLB, Ian Small-Smith BProc

Telephone (011) 838 1214
Fax (011) 836 8740 / 086 603 3183
Email thefirm@bdk.co.za
4th Floor National Bank Building
84 Market Street, Cnr Simmonds
PO Box 8013 Johannesburg 2000
Docex 243 Johannesburg
M-11

Andries van Tonder

From: Samantha <samantha@bdk.co.za>
Sent: 17 February 2010 09:17 AM
To: Andries van Tonder
Attachments: sinkroprop 211209.doc

Please could you advise when we could expect payment.

Yours faithfully

Samantha Sawyer

BDK ATTORNEYS
(DAVID H BOTHA / DU PLESSIS / KRUGER)

National Bank Building
4th Floor
84 Market Street
Cnr Simmonds
Johannesburg
2000

Tel: 011 838 1214
Fax: 011 836 8740





TAX INVOICE

David H Botha, Du Plessis Kruger

SINKROPROP

Our ref IAN SMALL-SMITH/ss

PER EMAIL: andries@bosasa.com

Your ref 411209

Your VAT No

Date 21/12/2009

In regard to
LEGAL FEES¹ - PERIOD 16/11/2009 - 21/12/2009

On consultation and general legal work done (3 days)	45,000-00
SUBTOTAL	45,000-00
14% VAT	6,300-00
TOTAL DUE AND PAYABLE	R51,300-00

BANKING DETAILS:

ABSA BANK
MARKET STREET BRANCH
BRANCH CODE: 301305
ACCOUNT NO: 150260809
REF: SURNAME AND CELL NUMBER

Established 1960

David H Botha, du Plessis & Kruger Inc • Reg No. 98/16549/21
VAT No. 404080012

Directors: Pieter Jacobus du Plessis BA LLB, Jan Christoffel Kruger BA LLB
Johannes Karel Schaefer BJur LLB, Ian Small-Smith BProc

Telephone (011) 838 1214
Fax (011) 836 8740 / 086 603 3183
Email thefirm@bdk.co.za
4th Floor National Bank Building
84 Market Street, Cnr Simmonds
PO Box 8013 Johannesburg 2008
Docex 243 Johannesburg

M.R.

Andries van Tonder

From: Samantha <samantha@bdk.co.za>
Sent: 27 January 2010 11:27 AM
To: Andries van Tonder
Attachments: sinkroprop 270110.doc

Sir

Please find enclosed our tax invoice for your kind attention.


Yours faithfully

Samantha Sawyer

BDK ATTORNEYS
(DAVID H BOTHA / DU PLESSIS / KRUGER)

National Bank Building
4th Floor
84 Market Street
Cnr Simmonds
Johannesburg
2000

Tel: 011 838 1214
Fax: 011 836 8740

M.R. 


David H Botha | Du Plessis | Kruger
TAX INVOICE
SINKROPROP
PER EMAIL: andries@bosasa.com
Our ref IAN SMALL-SMITH/ss
Your ref 300110
Your VAT No
Date 27/01/2010
**In regard to
LEGAL FEES - PERIOD 22/12/2009 - 26/01/2010 -**

On consultation and general legal work done (2 days)	30,000-00
SUBTOTAL	30,000-00
14% VAT	4,200-00
TOTAL DUE AND PAYABLE	R34,200-00

BANKING DETAILS:

ABSA BANK
MARKET STREET BRANCH
BRANCH CODE: 301305
ACCOUNT NO: 150260809
REF: SURNAME AND CELL NUMBER

Established 1960
**David H Botha, du Plessis & Kruger Inc • Reg No. 98/16549/21
VAT No. 404080012**

Directors: Pieter Jacobus du Plessis BA LLB, Jan Christoffel Kruger BA LLB
Johannes Karel Schaefer BJur LLB, Ian Small-Smith BProc

Telephone (011) 838 1214
Fax (011) 836 8740 / 086 603 3183
Email thefirm@bdk.co.za
4th Floor National Bank Building
84 Market Street, Cnr Simmonds
PO Box 8013 Johannesburg 2000
Docex 243 Johannesburg

M.12

Andries van Tonder

From: Samantha <samantha@bdk.co.za>
Sent: 21 December 2009 09:33 AM
To: Andries van Tonder
Attachments: sinkroprop 211209.doc

Please find enclosed invoice for your kind attention and early settlement

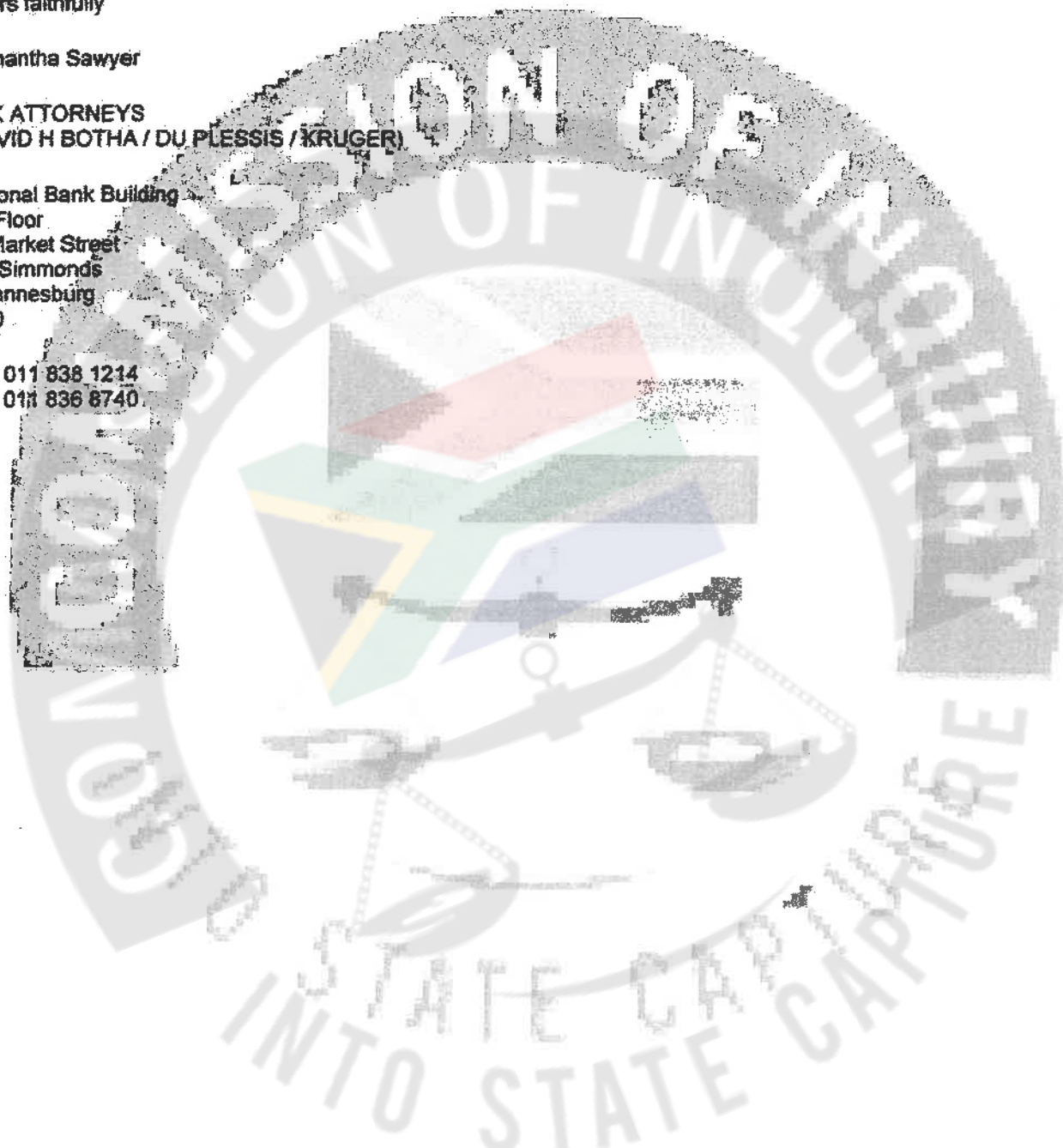
Yours faithfully

Samantha Sawyer

BDK ATTORNEYS
(DAVID H BOTHA / DU PLESSIS / KRUGER)

National Bank Building
4th Floor
84 Market Street
Cnr Simmonds
Johannesburg
2000

Tel: 011 838 1214
Fax: 011 836 8740



M.R. 



David H Botha | Du Plessis | Kruger

TAX INVOICE

SINKROPROP

PER EMAIL: andries@bosasa.com

Our ref IAN SMALL-SMITH/ss

Your ref 411209

Your VAT No

Date 21/12/2009

In regard to
LEGAL FEES - PERIOD 16/11/2009 - 21/12/2009

On consultation and general legal work done (3 days)	45,000-00
SUBTOTAL	45,000-00
14% VAT	6,300-00
TOTAL DUE AND PAYABLE	R51,300-00

BANKING DETAILS:

**ABSA BANK
MARKET STREET BRANCH
BRANCH CODE: 301305
ACCOUNT NO: 150260809
REF: SURNAME AND CELL NUMBER**

Established 1960

David H Botha, du Plessis & Kruger Inc • Reg No. 98/16549/21
VAT No. 404080012

Directors: Pieter Jacobus du Plessis BA LLB, Jan Christoffel Kruger BA LLB
Johannes Karel Schaefer BLur LLB, Ian Small-Smith BProc

Telephone (011) 838 1214
Fax (011) 836 8740 / 086 603 3183
Email thefirm@bdk.co.za
4th Floor National Bank Building
84 Market Street, Cnr Simmonds
PO Box 8013 Johannesburg 2000
Docex 243 Johannesburg

M.R.

Andries van Tonder

From: Samantha <samantha@bdk.co.za>
Sent: 16 November 2009 10:17 AM
To: Andries van Tonder
Attachments: sinkroprop 161109.doc

Sir

Please find enclosed our tax invoice for your kind attention and early settlement.

Yours faithfully

Samantha Sawyer

**BDK ATTORNEYS
(DAVID H BOTHA / DU PLESSIS / KRUGER)**

National Bank Building
4th Floor
84 Market Street
Cnr Simmonds
Johannesburg
2000

Tel: 011 838 1214
Fax: 011 836 8740




BDK
 ATTORNEYS

TAX INVOICE

David H Botha | Du Plessis | Kruger

SINKROPROP

Our ref IAN SMALL-SMITH/ss

PER EMAIL: andries@bosasa.com

Your ref 251109

Your VAT No

Date 16/11/2009

In regard to

LEGAL FEES - PERIOD 30/09/09 - 16/11/2009

On consultation and general legal work done (4 days)	60,000-00
SUBTOTAL	60,000-00
14% VAT	8,400-00
TOTAL DUE AND PAYABLE	R68,400-00

BANKING DETAILS:

ABSA BANK
MARKET STREET BRANCH
BRANCH CODE: 301305
ACCOUNT NO: 150260809
REF: SURNAME AND CELL NUMBER

Established 1960

 David H Botha, du Plessis & Kruger Inc • Reg No. 98/16549/21
 VAT No. 404080012

Directors: Pieter Jacobus du Plessis BA LLB, Jan Christoffel Kruger BA LLB

Johannes Karel Schaefer BJur LLB, Ian Small-Smith BProc

Telephone (011) 838 1214

Fax (011) 836 8740 / 086 603 3183

Email thefirm@bdk.co.za

4th Floor National Bank Building

84 Market Street, Cnr Simmonds

PO Box 8013 Johannesburg 2000

Docex 243 Johannesburg

M-R

Andries van Tonder

From: Samantha <samantha@bdk.co.za>
Sent: 29 September 2009 02:43 PM
To: Andries van Tonder
Attachments: sinkroprop 290909.doc

Sir

Please find enclosed our tax invoice for your kind attention and early settlement.

We again thank you for the instruction herein.

Yours faithfully

Samantha Sawyer

BDK ATTORNEYS
(DAVID H BOTHA / DU PLESSIS / KRUGER)

National Bank Building
4th Floor
84 Market Street
Cnr Simmonds
Johannesburg
2000

Tel: 011 838 1214
Fax: 011 836 8740



David H Botha | Du Plessis | Kruger

TAX INVOICE

SINKROPROP

PER EMAIL: andries@bosasa.com

Our ref IAN SMALL-SMITH/ss

Your ref 520909

Your VAT No

Date 29/09/2009

In regard to
LEGAL FEES - PERIOD 28/08/09 - 29/09/2009

On consultation and general legal work done (2.5 days)	37,500-00
SUBTOTAL	37,500-00
14% VAT	5,250-00
TOTAL DUE AND PAYABLE	R42,750-00

BANKING DETAILS:

**ABSA BANK
MARKET STREET BRANCH
BRANCH CODE: 301305
ACCOUNT NO: 150260809
REF: SURNAME AND CELL NUMBER**

Established 1960

David H Botha, du Plessis & Kruger Inc • Reg No. 98/16549/21
VAT No. 404080012

Directors: Pieter Jacobus du Plessis BA LLB Jan Christoffel Kruger BA LLB
Johannes Karel Schaefer BJur LLB, Ian Small-Smith BProc

Telephone (011) 838 1214
Fax (011) 836 8740 / 086 603 3183
Email thefirm@bdk.co.za
4th Floor National Bank Building
84 Market Street, Cnr Simmonds
PO Box 8013 Johannesburg 2000
Docex 243 Johannesburg

M.D.

Andries van Tonder

From: Samantha <samantha@bdk.co.za>
Sent: 27 August 2009 12:10 PM
To: Andries van Tonder
Attachments: sinkroprop 270809.doc

Sir

Please find enclosed our tax invoice for your kind attention and early settlement.

We thank you for the instruction herein.

Yours faithfully

Samantha Sawyer

BDK ATTORNEYS
(DAVID H BOTHA / DU PLESSIS / KRUGER)

National Bank Building
4th Floor
84 Market Street
Cnr Simmonds
Johannesburg
2000

Tel: 011 838 1214
Fax: 011 836 8740

M.R. 


BDK
 ATTORNEYS

David H Botha | Du Plessis | Kruger
TAX INVOICE
SINKROPROP

PER EMAIL: andries@bosasa.com

Our ref IAN SMALL-SMITH/ss

Your ref 620809

Your VAT No

Date 27/08/2009

 In regard to
LEGAL FEES - PERIOD 17/07/09 - 27/08/2009

On consultation and general legal work done (10 hours)	15,000-00
SUBTOTAL	15,000-00
14% VAT	2,100-00
TOTAL DUE AND PAYABLE	R17,100-00

BANKING DETAILS:
ABSA BANK
MARKET STREET BRANCH
BRANCH CODE: 301305
ACCOUNT NO: 150260809
REF: SURNAME AND CELL NUMBER

Established 1960

 David H Botha, du Plessis & Kruger Inc • Reg No. 98/16549/21
 VAT No. 404080012

Directors: Pieter Jacobus du Plessis BA LLB, Jan Christoffel Kruger BA LLB

Johannes Karel Schaefer BJur LLB, Ian Small-Smith BProc

 Telephone (011) 838 1214
 Fax (011) 836 8740 / 086 603 3183
 Email thefirm@bdk.co.za
 4th Floor National Bank Building
 84 Market Street, Cnr Simmonds
 PO Box 8013 Johannesburg 2000
 Docex 243 Johannesburg

M.P.

Andries van Tonder

From: Samantha <samantha@bdk.co.za>
Sent: 14 July 2009 08:06 AM
To: Andries Van Tonder
Attachments: sinkroprop 130709.doc; File0003.tif; File0001.tif; File0002.tif

Sir

Please find enclosed our tax invoice for your kind attention and settlement.

We thank you for the instruction herein.

Yours faithfully

Samantha Sawyer

**BDK ATTORNEYS
(DAVID H BOTHA / DU PLESSIS / KRUGER)**

National Bank Building
4th Floor
84 Market Street
Cnr Simmonds
Johannesburg
2000

Tel: 011 838 1214
Fax: 011 836 8740

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M.P. 

Andries van Tonder

From: Samantha <samantha@bdk.co.za>
Sent: 14 July 2009 08:06 AM
To: Andries Van Tonder
Attachments: sinkroprop 130709 doc; File0003.tif; File0001.tif; File0002.tif

Sir

Please find enclosed our tax invoice for your kind attention and settlement.

We thank you for the instruction herein.

Yours faithfully

Samantha Sawyer

BDK ATTORNEYS
(DAVID H BOTHA / DU PLESSIS / KRUGER)

National Bank Building,
4th Floor
84 Market Street
Cnr Simmonds
Johannesburg
2000

Tel: 011 838 1214
Fax: 011 836 8740

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M.R.

AJVT-075



TAX INVOICE

David H Botha | Du Plessis Kruger

SINKROPROP

Our ref IAN SMALL-SMITH/ss

PER EMAIL: andries@bosasa.com

Your ref 200709

Your VAT No

Date 13/07/2009

In regard to
LEGAL FEES - PERIOD 23/06/09 - 13/07/2009

On consultation and general legal work done (12 hours)	18,000-00
SUBTOTAL	18,000-00
14% VAT	2,520-00
SUBTOTAL	20,520-00
+ COUNSEL FEES (ATTACHED)	
INVOICE 2777	4,617-00
INVOICE 2790	3,078-00
INVOICE 2795	10,773-00
TOTAL DUE AND PAYABLE	R38,988-00

BANKING DETAILS:

ABSA BANK
MARKET STREET BRANCH
BRANCH CODE: 301305
ACCOUNT NO: 150260809
REF: SURNAME AND CELL NUMBER

Established 1960

David H Botha, du Plessis & Kruger Inc • Reg No. 98/16549/21
VAT No. 404080012

Directors: Pieter Jacobus du Plessis BA LLB, Jan Christoffel Kruger BA LLB

Johannes Karel Schaefer B/Jur LLB, Ian Small-Smith BProc

Telephone (011) 838 1214
Fax (011) 836 8740 / 086 603 3183
Email thefirm@bdk.co.za
4th Floor National Bank Building
84 Market Street, Cnr Simmonds
PO Box 8013 Johannesburg 2000
Docex 243 Johannesburg

M.R.

VAI NO.

TAX DAIF

INVOKE NO

4900118250

2009/05/31

2177

INVOICE TO

DAVID BOTHA DU PLESSIS & KRUGER
Docer 243
Johannesburg
Fax No: 836-8740


Your Reference:

In re:
Pat Gillingham
- Search Warrant
Re: Ion Smolenski

Cust VAI No

4040180012

ITEM	DESCRIPTION	VAT	VAT AMT.	Terms 97 Days AMOUNT
consultation	27/05/2009 : On Consultation, Advice and Selling Letter (1 1/2)	S	567.00	4,050.00
@ 14.0%	R 567.00			
Standard Bank				
Sma! St 00180500				
Acc: 001113399				
		VAT total		R567.00
		Total		R4,617.00

MR 

MICHAEL K HELLENS SC

Docex 291 Randburg
5th Floor - The Chambers
3 Protea Place - Sandown
Tel 291 8600 - Fax: 291 8651

VAT Invoice AJVT-078

AJVT-078

VAT NO	TAX DATE	INVOICE NO.
4900118250	2009/07/31	2795

INVOICE TO DAVID BOTHA DU PLESSIS & KRUGER Docex 243 Johannesburg Fax No: 836-8740		Your reference: In re Pat Gillingham - Search Warrant Ref. Jan Smutsstein
Cust VAT No.	4040180012	

[illegible]

M. P.





David H Botha Du Plessis Kruger

TAX INVOICE

Sinkroprop

PER EMAIL: andries@bosata.com

Our ref I. SMALL-SMITH/dd

Your ref 580609

Your VAT No

Date 22 June 2009

In regard to

LEGAL FEES

PERIOD 25/05/2009 TO 21/06/2009

On consultations and general legal work done.

(10 hours)

15 000-00

+14% VAT

2 100-00

TOTAL DUE:

R 17 100-00

Our banking details:

ABSA Bank Market Street, Johannesburg

Account No: 150 260 809

Branch Code: 301-305

Established 1960

David H Botha, du Plessis & Kruger Inc • Reg No. 98/16549/21
VAT No. 404080012

Directors: Pieter Jacobus du Plessis BA LLB, Jan Christoffel Kruger BA LLB

Ian Small-Smith BProc, Roelof Cilliers Krause BLur LLB, Edward Stanley M. R

Telephone (011) 838 1214
Fax (011) 836 8740 / 086 603 3183
Email thefirm@bdk.co.za
4th Floor National Bank Building
84 Market Street, Cnr Simmonds
PO Box 8013 Johannesburg 2000
Docex 243 Johannesburg

Andries van Tonder

From: Samantha <samantha@bdk.co.za>
Sent: 25 May 2009 09:33 AM
To: Andries Van Tonder
Attachments: sonkroprop 250509.doc

Sir

Please find enclosed our tax invoice for your kind attention and early settlement.

Yours faithfully

Samantha Sawyer

BDK ATTORNEYS
(DAVID H BOTHA / DU PLESSIS / KRUGER)

National Bank Building
4th Floor
84 Market Street
Cnr Simmonds
Johannesburg
2000

Tel: 011 838 1214
Fax: 011 836 8740

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M.R. 


David H Botha | Du Plessis | Kruger
TAX INVOICE
SONKROPROP
PER EMAIL: andries@bosasa.com
Our ref IAN SMALL-SMITH/ss
Your ref 410509
Your VAT No
Date 25/05/2009
**In regard to
LEGAL FEES**

On consultation and general legal work done (16 hours)	32,000-00
SUBTOTAL	32,000-00
14% VAT	4,480-00
TOTAL DUE AND PAYABLE BY YOU	R36,480-00

BANKING DETAILS:

ABSA BANK
MARKET STREET BRANCH
BRANCH CODE: 301305
ACCOUNT NO: 150260809
REF: SURNAME AND CELL NUMBER

Established 1960
David H Botha, du Plessis & Kruger Inc • Reg No. 98/16549/21
VAT No. 404080012

Directors: Pieter Jacobus du Plessis BA LLB, Jan Christoffel Kruger BA LLB
Johannes Karel Schaefer BJur LLB, Ian Small-Smith BProc

Telephone (011) 838 1214
Fax (011) 836 8740 / 086 603 3193
Email thefirm@bdk.co.za
4th Floor National Bank Building
84 Market Street, Cnr Simmonds
PO Box 8013 Johannesburg 2000
Docex 243 Johannesburg

M.R.

Andries van Tonder

From: Samantha <samantha@bdk.co.za>
Sent: 30 August 2010 12:22 PM
To: Andries van Tonder
Cc: ian@myconnection.co.za
Attachments: sinkroprop 300810.doc

Please find enclosed for your kind attention.

Yours faithfully

Samantha Sawyer

BDK ATTORNEYS
(DAVID H BOTHA / DU PLESSIS / KRUGER)

National Bank Building
4th Floor
84 Market Street
P O Box 8013
Doxex 243
Johannesburg
2000

Tel: 011 838 1214
Fax: 011 836 8740

M.R. 



David H Botha | Du Plessis | Kruger

TAX INVOICE

SINKROPROP

PER EMAIL: andries@bosasa.com

Our ref IAN SMALL-SMITH/ss

Your ref 670810

Your VAT No

Date 30/08/2010

In regard to
LEGAL FEES - PERIOD - 12/07/2010 - 30/08/2010

On consultation and general legal work done by our Mr
Ian Small-Smith (3 days)

SUBTOTAL

45,000-00

14% VAT

45,000-00

6,300-00

SUBTOTAL

51,300-00

NOTE:

On our previous invoice for the period up until 11:7.2010 we
estimated the invoice of Adv Robertson to be R50,400.00.
The invoice is in fact R71,563.50.

Balance outstanding on Adv Robertson's invoice

21,163-50

TOTAL DUE AND PAYABLE

R72,463-00

BANKING DETAILS:

ABSA BANK
MARKET STREET BRANCH
BRANCH CODE: 301305
ACCOUNT NO: 150260809
REF: SURNAME AND CELL NUMBER

Established 1960

David H Botha, du Plessis & Kruger Inc • Reg No. 98/16549/21
VAT No. 404080012

Directors: Pieter Jacobus du Plessis BA LLB, Jan Christoffel Kruger BA
LLB

Johannes Karel Schaefer BA LLB, Ian Small-Smith BProc

Telephone (011) 838 1214
Fax (011) 836 8740 / 086 603 319
Email thefirm@bdk.co.za
4th Floor National Bank Building
84 Market Street, Cnr Simmonds
PO Box 8013 Johannesburg 2000
Docex 243 Johannesburg

M.R.

"AT8" JVT-084

Andries van Tonder

From: Angelo Agrizzi
Sent: 27 June 2016 01:58 PM
To: Biebuyck, Brian; Andries van Tonder
Cc: Carlos Bonifacio; Jacques van Zyl
Subject: Cash Flow Requirements

Brian

Please would you be so kind as to transfer from our trust funds kept an amount of R25,000,000.00 (Twenty Five Million Rands) to Bosasa Operations (Pty) Ltd as per our account number normally used.

We will replace the funds as soon as we have received our payments from DOJCD that is currently R84,000,000.00 outstanding

I trust you will expedite same



M.R

Andries van Tonder

From: Biebuyck, Brian <brian.biebuyck@hoganlovells.com>
Sent: 27 June 2016 01:59 PM
To: Angelo Agrizzi; Andries van Tonder
Cc: Carlos Bonifacio; Jacques van Zyl; Fivaz, Este
Subject: RE: Cash Flow Requirements

Andries / Carlos

Please give us the actual bank account name and number, we need this for regulatory reasons.
 Kind regards

Brian Biebuyck
 Partner

Hogan Lovells (South Africa) Inc.
 22 Fredman Drive
 Sandton, Johannesburg
 Tel: +27 11 288 6900
 Direct: +27 11 523 8027
 Fax: +27 11 288 6901
 Email: brian.biebuyck@hoganlovells.com
www.hoganlovells.com

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 African
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 Awards
 2015

Winner




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From: Angelo Agrizzi [mailto:Angelo.Agrizzi@bosasa.com]
Sent: 27 June 2016 01:58 PM
To: Biebuyck, Brian; Andries van Tonder
Cc: Carlos Bonifacio; Jacques van Zyl
Subject: Cash Flow Requirements

Brian

Please would you be so kind as to transfer from our trust funds kept an amount of R25,000,000.00 (Twenty Five Million Rands) to Bosasa Operations (Pty) Ltd as per our account number normally used.

M.R. 

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I trust you will expedite same


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M.R. 

Audit Trail - Create Transfer

Thu, Jun 30, 2016 at 03:48:44 PM

Group 00121
Operator Number 006
Status Finally Approved

ROUTLEDGE MODISE INCORPORATED

Transaction Status

	Captured	First Approval	Final Approval
Operator	6	6	27
Date	180630	180630	180630
Time	154137	154201	154326

Transfer Transaction Detail

From Account	630105	0000000712330872 HOGAN LOVELLS S78(1)
Description	3 118901 BOSASA	Frequency Adhoc
To Account	250666	0000062053735290 BOSASA OPERATIONS PTY LTD
Description	3 HOGAN LOVELLS INVEST W/D	Mandate
Date	20180701	Amount 25000000.00
Transaction Number	40580	

Audit Trail - Create Transfer

Thu, Jun 30, 2016 at 03:48:44 PM

Group 00121 ROUTLEDGE MODISE INCORPORATED
Operator Number 006
Status Finally Approved

Transaction Status

	Captured	First Approval	Final Approval
Operator	6	6	27
Date	160630	160630	160630
Time	154137	164201	164325

Transfer Transaction Detail

From Account	630105	0000000712330872 HOGAN LOVELLS S78(1)
Description	3 118901 BOSASA	Frequency Adhoc
To Account	260655	0000062953735290 BOSASA OPERATIONS
Description	3 HOGAN LOVELLS	PTY LTD
Date	20160701	Mandate
Transaction Number	40580	Amount 25000000.00

Proceed Cancel

Andries van Tonder

From: Angelo Agrizzi
Sent: 29 May 2015 10:05 AM
To: Jacques van Zyl; Biebuyck, Brian; Nielsen, John; Natasha Olivier; Carlos Bonifacio; Carien Daubert
Cc: Andries van Tonder; peet@dah.co.za
Subject: RE: Release of Trust Funds R10,000,000.00

Thanks

From: Jacques van Zyl
Sent: Friday, May 29, 2015 10:02 AM
To: Angelo Agrizzi; Biebuyck, Brian; Nielsen, John; Natasha Olivier; Carlos Bonifacio; Carien Daubert
Cc: Andries van Tonder; peet@dah.co.za
Subject: RE: Release of Trust Funds R10,000,000.00

Hi Brian,

Please transfer the funds to the following bank account:

Bosasa Operations

FNB

Account 6205 373 5290

Branch code 256 955

Kindly let us have proof of the transaction afterwards.

Kind regards

Jacques van Zyl
Chief Accountant/Company Controller

The Bosasa Group of Companies
Mogale Business Park
Windsor Road | Mogale City | 1709 | Gauteng | South Africa
☎ +27 (0)11 662 6051
☎ +27 (0)11 662 6151

Jacques.vanZyl@bosasa.com
www.bosasagroup.com

BOSASAGroup
Private & Public Sector Solutions

From: Angelo Agrizzi
Sent: 29 May 2015 09:59 AM
To: Biebuyck, Brian; Nielsen, John; Natasha Olivier; Jacques van Zyl; Carlos Bonifacio; Carien Daubert
Cc: Andries van Tonder; peet@dah.co.za
Subject: Release of Trust Funds R10,000,000.00

M.P. A

AJVT-090

Brian,

Please as discussed will you release R10,000,000.00 Ten Million Rands Only – from our trust account Bosasa Operations (Pty) Ltd, into the Bosasa Operations account with First National Bank the details of which will be forwarded by one of the accountants copied into this mail.

Should you require any further confirmation please feel free to contact me.

Kind Regards

Angelo Agrizzi

Best Regards

Angelo Agrizzi
Chief Operations Officer
Operations
6020



MR 

Absa Domestic Cash - Transaction

AJVT-091
Page 1 of 1

Audit Trail - Create Transfer

7 HELP

Thu, Jun 30, 2016 at 03:48:44 PM

Group 00121 ROUTLEDGE MODISE INCORPORATED
Operator Number 006
Status Finally Approved

Transaction Status

	Captured	First Approval	Final Approval
Operator	6	27	27
Date	160630	160630	160630
Time	154137	154201	154325

Transfer Transaction Detail

From Account	630105	0000000712330672 HOGAN LOVELLS 878(1)
Description	3 118901 BOSASA	Frequency Adhoc
To Account	250655	0000062053735290 BOSASA OPERATIONS PTY LTD
Description	3 HOGAN LOVELLS INVEST W/D	Mandate
Date	20160701	Amount 25000000.00
Transaction Number	40590	

Andries van Tonder

From: Biebuyck, Brian <brian.biebuyck@hoganlovells.com>
Sent: 23 June 2016 09:14 AM
To: Angelo Agrizzi
Cc: Andries van Tonder; Gavin Watson; Joe Gumede; Trevor Mathenjwa; Fivaz, Este
Subject: RE: Transfer of funding +++URGENT+++

Este

Please action, and make sure we obtain proof of payment from the bank.

Brian Biebuyck
 Partner

Hogan Lovells (South Africa) Inc
 22 Fredman Drive
 Sandton, Johannesburg
 Tel: +27 11 266 6900
 Fax: +27 11 523 6027
 Email: brian.biebuyck@hoganlovells.com
 www.hoganlovells.com

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 Legal
 Awards
 2015

Winner



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[click here](#)

From: Angelo Agrizzi [mailto:Angelo.Agrizzi@bosasa.com]
Sent: 23 June 2016 09:14 AM
To: Biebuyck, Brian
Cc: Andries van Tonder; Gavin Watson; Joe Gumede; Trevor Mathenjwa; Fivaz, Este
Subject: Re: Transfer of funding +++URGENT+++

From the SIU MATTER

Angelo Agrizzi
 Group Chief Operations Officer

M.R.

Bosasa Group of Companies

The Bosasa Group
Mogale Business Park
 Windsor Road | Mogale City | 1739 | Gauteng | South Africa

Tel: +27(0)11 662 6033
 Fax +27(0)11 6626138/9
 Mobile: +27(0)82 901 8091

Skype: Angelo.Agrizzi

Angelo.Agrizzi@Bosasa.com
Angelo.Agrizzi@m.e.com (Pvt)
Gina.Pieters@Bosasa.com

www.bosasa-group.com
www.angelogrizzicom

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

On 23 Jun 2016, at 08:16, Biebuyck, Brian <brian.biebuyck@hoganlovells.com> wrote:

Angelo

Your email below refers

We hold monies on your behalf as follows

On 118901 (Silu matter) there is R28,210,469.18 invested, and

On 129727 (Beta Bastion matter) there is R3,465,440.24 invested.

From which account would you like us to draw the R500,000.00 to pay JA Venter Attorneys

Please advise both Este and myself in this regard

Kind regards

Brian Biebuyck

Partner

Hogan Lovells (South Africa) Inc
 22 Fredman Drive
 Sandton - Johannesburg
 Tel: +27 (0) 21 285 6500
 Direct: +27 (0) 21 521 7400
 Fax: +27 (0) 21 285 6501

M.R. 

Andries van Tonder

From: Angelo Agrizzi
Sent: 22 June 2016 11:46 AM
To: Biebuyck, Brian; Andries van Tonder; Gavin Watson
Cc: Joe Gumede; Trevor Mathenjwa
Subject: Transfer of funding +++URGENT+++

Brian,


Could you please transfer from the current funds in trust to another attorneys trust account as follows;

Amount R400,000.00

JA Venter Attorneys
ABSA Account Number- 408 687 9265
Branch Code- 632005

REFERENCE MAT 1054 MBATHA FARM

This is in terms of an out of court agreement / settlement reached between two Directors Joe Gumede and Trevor Mathenjwa that results from a dispute, and the Company has agreed to settle the matter on their behalf.

M.R. 

AJVT-095

From: Angelo Agrizzi [mailto:Angelo.Agrizzi@usasa.com]
Sent: 22 June 2016 11:46 AM

To: Biebuyck, Brian; Andries van Tonder; Gavin Watson

Cc: Joe Gumede; Trevor Mathenjwa

Subject: Transfer of funding +++URGENT+++

From: Angelo Agrizzi [mailto:Angelo.Agrizzi@usasa.com]

Sent: 22 June 2016 11:46 AM

To: Biebuyck, Brian; Andries van Tonder; Gavin Watson

Cc: Joe Gumede; Trevor Mathenjwa

Subject: Transfer of funding +++URGENT+++

Brian,

Could you please transfer from the current funds in trust to another attorneys trust account as follows;

Amount R400,000.00

JA Venter Attorneys

ABSA Account Number- 408 687 9265

Branch Code- 632005

REFERENCE MAT 1054 MBATHA FARM

This is in terms of an out of court agreement / settlement reached between two Directors Joe Gumede and Trevor Mathenjwa that results from a dispute, and the Company has agreed to settle the matter on their behalf.

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M.R.

[Handwritten signature]

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MR 

Brian,

Could you please transfer from the current funds in trust to another attorneys trust account as follows:

Amount R400,000.00

JA Venter Attorneys

ABSA Account Number- 408 687 9265

Branch Code- 632005

REFERENCE MAT 1054 MBATHA FARM

This is in terms of an out of court agreement / settlement reached between two Directors Joe Gumede and Trevor Mathengwa that results from a dispute, and the Company has agreed to settle the matter on their behalf.

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M.R. [Signature]

Vodacom 4G

19:39

18% AVT-098

**Jarrod Watson**

last seen today at 19:10



"AT9"

Sat, 25 Aug

Messages to this chat and calls are now secured with end-to-end encryption. Tap for more info.

Andries this is Lindsays gmail account for further communications

lindswatson@gmail.com

This contract offer was incorrectly sent to lindsays african global account which redirected to this De Jaeger scumbag

Because he has set up all company email accounts to redirect any sensitive emails for his approval

Let me know if you follow

Thanks for the help my man

You have been a saint



M. [Signature]

Vodacom 4G

19:40

18%  VT-099**Jarrod Watson**

last seen today at 19:10



Hey my man. Let me know when we can chat again

Sun, 26 Aug

Morning my man. Please give me a call when you see this. Didn't sleep at all last night. Just want to pick your brain for a few minutes.

Thanks

Andries, Gavin gets back from PE some time today. Do you think there is value in us getting together when he lands?

0:55

Hey my man. Gavin arrived at my place. Have you got any advice for the way forward?

Mon, 27 Aug

Morning my man. Let me know when you have a moment to talk

4



Morning I will phone you back in a



MR



Jarrod Watson

last seen today at 19:10



Morning I will phone you back in a while, Angelo in meeting with attorney

5 ✓

No problem: Andries honestly i just want to say thanks from the bottom of my heart for all your help in this.

Its the only thing thats given me a bit of peace. Knowing that you are mediating

Rusmiers Hoach Attorneys
3 Ascot Office Park
Coryngem Road
Greenacres

WCIS

Car Ref: D. Watson 2009
Your Ref: S K Cougou/MAT34421

Letter (270817)

Just received letter attorneys letter
Angelo sent to Rusmere

Yeah the problem i believe is that



**Jarrod Watson**

last seen today at 19:10




Yeah the problem i believe is that
bryan was drawing stuff up

Because we only get what he has
done

You created group "Contract"

Messages to this group are now
secured with end-to-end
encryption. Tap for more info.

I generally dont think its a
bad contract

33 

Ill explain why when i see
you

Roth Watson

See you now

11:04



**Jarrod Watson**

last seen today at 19:10



to say he has had enough of the
issue and wants to stick with his
conscience to make a full
disclosure Sleep Well Regards
Andries

1:43 ✓

Thanks for trying my man. Cant
believe that response. He doesnt
seem to care how this will affect his
own family, your family, our family,
and 6500 familes in the company.
So sad, but i guess each party must
just seek their own best legal
options now.

Wed, 29 Aug

Just got back to jhb from pe. Let
me know when you have a moment

Fri, 21 Sep

Andries my man. Whats the latest
there? I heard that the attorneys
recalled your separation fee?



"AT10"
ATVT-103

EXECUTION VERSION

MEMORANDUM OF AGREEMENT

between

GAVIN JOSEPH WATSON
(IDENTIFICATION NO. 480712 5162083)

and

ANGELO AGRIZZI
(IDENTIFICATION NO. 671203 5468 085)

M.R. 

1. PARTIES

1.1 The Parties to this Agreement are:

- (a) Gavin Joseph Watson; and
- (b) Angelo Agrizzi.

1.2 The Parties agree as set out below.

2. INTERPRETATION

In this Agreement, clause headings are for convenience and shall not be used in its interpretation and, unless the context clearly indicates a contrary intention:

2.1 an expression which denotes:

- (a) any gender includes the other genders;
- (b) a natural person includes an artificial or juristic person and vice versa; and
- (c) the singular includes the plural and vice versa;

2.2 the following expressions shall bear the meanings assigned to them below and cognate expressions bear corresponding meanings:

"Agreement" means this Memorandum of Agreement and any schedules hereto, as amended from time to time;

"Angelo" means Angelo Agrizzi, Identity Number 671203 5468 085;

"Business Day" means any day other than a Saturday, Sunday or official public holiday in the RSA;

"Business" means any business, undertaking or service, other than the Restricted Business, to be undertaken by Newco;

"Gavin" means Gavin Joseph Watson; Identity Number 480712 5182 083;

"Newco" means the corporate entity to be registered at the instance of Angelo and Gavin, in which Angelo, or an entity controlled by him, will hold the majority shareholding, and Gavin, or a BEE compliant entity, will hold a minority shareholding;

"Oversight Committee" means the committee consisting of Ronnie Watson, Valence Watson and Brian Biebuyck, who will manage the relationship between the Parties with a view to the Parties restoring their prior relationship of trust that endured for many years;

"Parties" means Gavin and Angelo and "Party" shall mean either of them as the context may require;

"Rand" or "R" means Rand, the official currency of the RSA;

"Restricted Business" means any business, undertaking or service conducted by any of the entities within the African Global Group of Companies as at 24 August 2018;

"RSA" means the Republic of South Africa;

"Signature Date" means the date of signature of this Agreement, which may be signed in counterparts, by the last Party to do so; and

M.R. 

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- 2.3 if any provision in a definition is a substantive provision conferring a right or imposing an obligation on a Party then, notwithstanding that it is only in a definition, effect shall be given to that provision as if it were a substantive provision in the body of this Agreement;
- 2.4 any reference to any statute, regulation or other legislation shall be a reference to that statute, regulation or other legislation as at the Signature Date, and as amended or substituted from time to time;
- 2.5 if any term is defined within the context of any particular clause in this Agreement, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the meaning ascribed to it for all purposes in terms of this Agreement, notwithstanding that that term has not been defined in this clause 2;
- 2.6 where any number of days is to be calculated from a particular day, such number shall be calculated as excluding such particular day and commencing on the next day. If the last day of such number so calculated falls on a day which is not a Business Day, the last day shall be deemed to be the next succeeding day which is a Business Day;
- 2.7 any reference to days (other than a reference to Business Days), months or years shall be a reference to calendar days, months or years, as the case may be;
- 2.8 expressions defined in this Agreement shall bear the same meanings in the schedules to this Agreement which do not themselves contain their own conflicting definitions;
- 2.9 the use of any expression in this Agreement covering a process available under RSA law such as winding up (without limitation *eiusdem generis*) shall, if any of the Parties is subject to the law of any other jurisdiction, be construed as including any equivalent or analogous proceedings under the law of such defined jurisdiction;
- 2.10 the expiration or termination of this Agreement shall not affect such of the provisions of this Agreement that expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this;
- 2.11 any reference in this Agreement to a Party shall include a reference to that Party's assigns expressly permitted under this Agreement and, if such Party is liquidated or sequestrated or placed under business rescue in terms of Chapter 6 of the Companies Act, 71 of 2008, be applicable also to and binding upon that Party's liquidator, trustee or business rescue practitioner, as the case may be;
- 2.12 any reference in this Agreement to any other agreement or document shall be construed as a reference to such other agreement or document as same may have been, or may from time to time be, amended, varied, novated or supplemented;
- 2.13 the words "include", "including" and "in particular" shall be construed as being by way of example or emphasis only and shall not be construed, nor shall they take effect, as limiting the generality of any preceding word/s; and
- 2.14 the terms of this Agreement having been negotiated, the *contra proferentem* rule shall not be applied in the interpretation of this Agreement.

M.P. 

3. BACKGROUND

3.1 Angelo and Gavin, *inter alia*, entered into a Severance and Consultancy Agreement on 19 March 2017 ("the Consultancy Agreement"), in respect of which various disputes have arisen. The parties to the Consultancy Agreement are Bosasa Operations Proprietary Limited, Consilium Business Consultant's Proprietary Limited, Leading Prospects Trading 11 Proprietary Limited, Gavin and Angelo.

3.2 The Parties have settled these disputes in terms of dispute resolution provisions of the Consultancy Agreement and wish to record the terms of the agreement herein which will govern their commercial relationship going forward in their endeavour to re-establish the business and trust relationship that previously existed between them.

3.3 The Parties accordingly agree as set out below.

4. CANCELLATION OF THE CONSULTANCY AGREEMENT AND SETTLEMENT

4.1 The Parties agree that as of the 31st of August 2018, the Consultancy Agreement is hereby cancelled; and no party to the Consultancy Agreement shall have any claim, action, or right of action against any other party to the Consultancy Agreement for compensation, damages, reinstatement, remuneration, or for any other amount or remedy whatsoever, howsoever arising relating to the Consultancy Agreement, other than what is contained within this Agreement.

4.2 Within 7 (seven) days from the Signature Date, Gavin shall provide writing confirmation from Bosasa Operations Proprietary Limited, Consilium Business Consultant's Proprietary Limited and Leading Prospects Trading 11 Proprietary Limited that they each confirm the cancellation of the Consultancy Agreement.

4.3 Within 7 (seven) days from the Signature Date, Angelo undertakes to confirm his withdrawal of all and any legal proceedings that have or are in the process of being launched relative to the Consultancy Agreement.

4.4 This Agreement novates and supersedes all prior agreements entered into between the Parties, and neither Party will have any claim against the other in relation to any such prior agreement.

5. CONSULTANCY AND OVERSIGHT

5.1 Angelo will serve as Gavin's personal consultant to advise him personally in relation to his business dealings generally, and to this end the Parties will meet regularly to discuss and exchange ideas beneficial to Gavin's business interests ("the Consultancy Services").

5.2 In consideration for the Consultancy Services, Gavin will pay, or cause to be paid, a monthly consultancy fee in the sum of R250,000.00 (Two hundred and fifty thousand Rand), excluding VAT ("the Consultancy Fee"), to Angelo, or an entity nominated by him in writing upon a monthly invoice being presented to Gavin, or an entity nominated by him in writing, to facilitate payment of such fee on or before the 29th day of each month, which shall be payable by electronic funds transfer, free of any deductions or set-off, into a South African bank account nominated by Angelo in writing.

5.3 The Consultancy Fee payments shall endure for a period of 5 (five) years from the Signature Date and escalate by 5% (five percent) *per annum* reckoned from the month end after the first anniversary of the Signature Date.

M.R. 

- 4 -

- 5.4 Angelo or the entity nominated by him will be responsible for and liable to pay any tax consequences that flow pursuant payment of the Consultancy Fee and indemnifies Gavin in this regard.
- 5.5 In order to ensure the harmonious relationship between the Parties in executing the terms of this Agreement, the administration and running of Newco, and to assist in the endeavour to rebuild their prior trust relationship, the Oversight Committee will hold themselves available to meet with the Parties at short notice to resolve any concern, complaint, disagreement, difference or dispute that may arise between the parties ("an Issue"), it being recoded 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.
- 5.6 Within 7 (seven) days from the Signature Date, Gavin shall provide Angelo with written confirmation from the members of the Oversight Committee that they each accept their appointment as members of the Oversight Committee.
- 5.4 If either Party has an issue with the other, he will refer that issue to the Oversight Committee, who will convene as soon as practically possible, in person or by electronic conference call, to engage with the Parties to mediate and resolve the issue.
- 6. NEWCO**
- 6.1 The Parties will cause Newco to be incorporated and registered within 60 (sixty) days of the Signature Date.
- 6.2 Angelo will serve as the Executive Chairman of Newco, and will be responsible for the entrepreneurial development and management of the Business, but excluding Restricted Business, in accordance with the terms of the Memorandum of Incorporation to be agreed between the Parties prior to the incorporation and registration of Newco.
- 6.3 The Business of Newco is to be agreed between the Parties, it being a prerogative of Newco that it endeavours to follow the principles of Black Economic Empowerment will serve as the guideline in determining the nature of the Business.
- 6.4 Gavin undertakes to fund Newco as follows:
- (a) Subject to clause 6.6, Gavin shall make payment of the sum of R10,000,000.00 (Ten million Rand) to Newco within 15 (fifteen) days of Newco opening its bank account; and
 - (b) Gavin shall make payment of the guaranteed minimum sum of between R5,000,000.00 (Five million rand) and R10,000,000.00 (Ten million Rand) to Newco each year for a period of 5 (five) years reckoned from 1 April 2019.
- 6.5 Post the payment of the funding obligation as set out above in clause 6.4, any future financial requirements of Newco shall be determined by the board of Newco.
- (a) Newco shall use its reasonable commercial endeavours to procure that the future financial requirements of Newco are met as far as is practical from:
 - (i) Newco's own resources; or
 - (ii) borrowings from banks or other investor sources on commercial terms reasonably obtainable as to interest, repayment and security (all such terms to be approved by the Newco board and shareholders).

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- 6.6 As a matter of good faith, Gavin will pay R5,000,000.00 (Five million rand) into the trust account of Angelo's attorney within 48 hours (fourty-eight hours) of the Signature Date, which will serve as an initial payment of the amount referred to in clause 6.4(a) above. Angelo's attorney will hold the aforesaid amount in an interest-bearing trust account for the benefit of Newco, to be paid over to Newco's bank account once it has been opened.

7. NOTICES AND DOMICILIA

- 7.1 The Parties choose as their *domicilia citandi et executandi* their respective addresses set out in this clause for all purposes arising out of or in connection with this Agreement at which addresses all processes and notices arising out of or in connection with this Agreement, its breach or termination may validly be served upon or delivered to the Parties.
- 7.2 For purposes of this Agreement, the Parties' respective addresses shall be:

(a) Gavin at: c/o Mogale Business Park, 1 Windsor Road, Lulupaardsvlei,
Mogale City

E-mail: gavin.watson@african-lobal.world

Attention: Gavin Joseph Watson; and

(b) Angelo at: 97 Helderfontein Estates, Cnr William Nicol and Broadacres,
East Fourways, Gauteng

E-mail: angelo@angeloagrizzi.com

Attention: Angelo Agrizzi;

or at such other address of which the Party concerned may notify the other Party in writing provided that no street address mentioned in this sub-clause shall be changed to a post office box or *poste restante*.

- 7.3 Any notice given in terms of this Agreement shall be in writing and shall:


- (a) If delivered by hand be deemed to have been duly received by the addressee on the date of delivery;
- (b) If posted by prepaid registered post be deemed to have been received by the addressee on the eighth day following the date of such posting; or
- (c) If transmitted by electronic mail be deemed to have been received by the addressee on the date of successful transmission.

unless the contrary is proved.

- 7.4 Notwithstanding anything to the contrary contained or implied in this Agreement, a written notice or communication actually received by one of the Parties from another including by way of electronic mail shall be adequate written notice or communication to such Party.

8. CO-OPERATION AND GOOD FAITH

- 8.1 The Parties undertake to co-operate fully and to consult with one another in all respects in regard to their relationship in terms of this Agreement.

M.R. 

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- 8.2 The Parties undertake to act in the utmost good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realisation of the objectives of this Agreement.
- 8.3 Neither Party 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.
- 8.4 The terms of this agreement shall be kept strictly confidential between the Parties and the Oversight Committee.

9. BREACH

If any Party (the "Defaulting Party") breaches any of the provisions of this Agreement and fails to remedy such breach within 14 (fourteen) days of receipt of written notice from another Party (the "Aggrieved Party") requiring it to do so, then the Aggrieved Party shall be entitled, without prejudice to its other rights in law and in terms of this Agreement (including any right to claim damages) to claim immediate payment and/or specific performance by the Defaulting Party of its obligations at the date of default.

10. ARBITRATION

Any issue, dispute, controversy or claim arising out of or relating to this Agreement, not resolved after the Oversight Committee has finally endeavoured to resolve the issue its interpretation, execution, the termination of or invalidity thereof, shall be settled by arbitration in accordance with the rules of arbitration of the Arbitration Foundation of Southern Africa ("AFSA"). The place of arbitration shall be in Sandton, South Africa. The language to be used in the arbitral proceedings shall be English. Notwithstanding anything contained to the contrary, any of the Parties may seek interim and junctive relief from a court of competent jurisdiction which shall not be deemed as a waiver of any provisions contained in this clause 10.

11. INDEPENDENT ADVICE

Each of the Parties to this Agreement hereby acknowledges and agrees that:

- 11.1 it has been free to secure independent legal and other professional advice (including financial and taxation advice) as to the nature and effect of all of the provisions of this Agreement and that it has either taken such independent advice or has dispensed with the necessity of doing so; and
- 11.2 all of the provisions of this Agreement and the restrictions herein contained are fair and reasonable in all the circumstances and are in accordance with the Parties' intentions.

12. GOVERNING LAW

- 12.1 This Agreement shall in all respects (including its existence, validity, interpretation, implementation, termination and enforcement) be governed by the law of the RSA.
- 12.2 For purposes of applying for urgent relief and in respect of any matters which cannot be resolved between the Parties using commercially reasonable efforts, the Parties hereby consent and submit to the non-exclusive jurisdiction of the High Court of South Africa, Gauteng Local Division, held in Johannesburg in any dispute arising from or in connection with this Agreement.

M.R. [Signature]

13. WHOLE AGREEMENT, NO AMENDMENT

13.1 This Agreement constitutes the whole agreement between the Parties relating to the subject matter hereof and supersedes any other discussions, agreements and/or understandings regarding the subject matter hereof.

13.2 No addition to, novation, amendment or consensual cancellation of this Agreement or any provision or term hereof or of any agreement, bill of exchange or other document issued or executed pursuant to or in terms of this Agreement and no settlement of any disputes arising under this Agreement and no extension of time, waiver or relaxation or suspension of or agreement not to enforce or to suspend or postpone the enforcement of any of the provisions or terms of this Agreement or of any agreement, bill of exchange or other document issued pursuant to or in terms of this Agreement shall be binding unless recorded in a written document signed by the Parties (or in the case of an extension of time, waiver or relaxation or suspension, signed by the Party granting such extension, waiver or relaxation). Any such extension, waiver or relaxation or suspension which is so given or made shall be strictly construed as relating strictly to the matter in respect whereof it was made or given.

13.3 No oral *pactum de non petendo* shall be of any force or effect.

13.4 No extension of time or waiver or relaxation of any of the provisions or terms of this Agreement or any agreement, bill of exchange or other document issued or executed pursuant to or in terms of this Agreement, shall operate neither as an estoppel against any Party in respect of its rights under this Agreement, nor so as to preclude such Party (save as to any extension, waiver or relaxation actually given) thereafter from exercising its rights strictly in accordance with this Agreement.

13.5 To the extent permissible by law no Party shall be bound by any express or implied or tacit term, representation, warranty, promise or the like not recorded herein, whether it induced a Party to enter into the Agreement and/or whether it was negligent or not.

14. NO CESSION OR ASSIGNMENT

Except as expressly provided to the contrary in this Agreement, no Party shall be entitled to cede, assign, transfer or delegate all or any of its rights, obligations and/or interest in, under or in terms of this Agreement to any third party without the prior written consent of the other Parties (which consent shall not be unreasonably withheld).

15. STIPULATIO ALTERI

No part of this Agreement shall constitute a *stipulatio alteri* in favour of any person who is not a Party unless the provision in question expressly provides that it does constitute a *stipulatio alteri*.

16. COSTS

Each Party will bear his own costs of and incidental to the negotiation, preparation and execution of this Agreement.

17. SEVERANCE

17.1 If any provision of this Agreement (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

M.P. 

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- 17.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the Parties.

18. SIGNATURE

- 18.1 This Agreement is signed by the Parties on the dates and at the places indicated below.

- 18.2 Any reference to "signed", "signing" or "signature" of this Agreement shall, notwithstanding anything to the contrary in this Agreement, be read and construed as excluding any form of electronic signature.

- 18.3 This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Agreement as at the Signature Date of the Party last signing one of the counterparts.

- 18.4 This Agreement shall be valid and binding upon the Parties thereto, notwithstanding that one or more of the Parties may sign a facsimile or email copy thereof and whether or not such facsimile or email copy contains the signature of any other Party.

- 18.5 The Parties record that it is not required for this Agreement to be valid and enforceable that a Party shall initial the pages of this Agreement and/or have its signature of this Agreement verified by a witness.

- 18.6 The persons signing this Agreement in a representative capacity warrant their authority to do so.

Dated at _____ this 25th day of August 2018.


Witness

Gavin Joseph Watson

Dated at _____ this 25th day of August 2018.

Witness

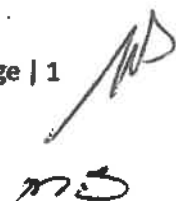
Angelo Agrizzi

M.R. 

STATEMENT

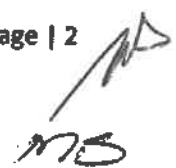
FRANS HENDRIK STEYN VORSTER
(Identification Number. 681116 5154 08 3)

1. I am an adult male, 50 years old and residing in Krugersdorp.
2. The facts contained herein fall within my own personal knowledge, unless the contrary appears from the contents hereof, and to the best of my belief are both true and correct.
3. I was permanently employed at African Global Operations, Global Campus, Windsor Road, Luiperdsvelei, Krugersdorp.
4. I have received a subpoena to appear as a witness at the judicial commission of inquiry into allegations of state capture and fraud
5. I was previously in the South African Police Services.
6. The company has had a few name changes during the past few years. Meritum, sold to Dyambu Operations. Dyambu Operations became Bosasa Operations, that changed to African Global Operations on 1 September 2017.
7. I started working for the company on 1 October 1996 as the head of Security. Then, I was transferred to Operational side where I was the regional head of the Central Division that included a few Mine Hostels (where we did full facilities management), the Lindela Facility and the Youth Centre.
8. My late father, Paulus Vorster was also working for the company and he headed up procurement, Vehicles and was also associated with marketing.

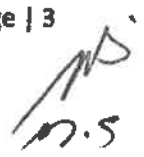


My father had a long relationship with Patrick Gillingham that worked for the Department of Correctional Services. My father passed away suddenly in 2001.


9. In or about 2001 Lindela operation grew very quickly that I had to spend most of my time running the facility. In 2003 Gavin Watson came to my office at Lindela and asked to speak to me alone. He then asked me to continue the relationship with Patrick Gillingham as he wanted to tender for catering contracts for Correctional Services.
10. I approached Patrick Gillingham and carried on the previous relationship that he had with my late father. I explained to him what Bosasa wanted to do in the catering sector and he started cooperating with me. I met with him often and took some cash with, which I used to put in an A4 envelope that I got from Gavin Watson. In return Patrick gave me all the specifications and process flows of the Department of Correctional Services relating to catering of various of the corrective services premises.
11. I then gave forwarded all the information I received to Danny Mansell that worked on a presentation and a strategy to obtain the contract. At the end of 2003 the team met with DCS' top management and made a presentation to the attending DCS officials before it was made known that DCS would be outsourcing the catering services. Early in 2004 Patrick Gillingham did a presentation regarding the outsourcing of the catering services that was prepared for him by the Bosasa team.
12. Shortly after Gillingham's presentation the CFO for DCS Mr Tshivhase announced that DCS would be outsourcing the catering services. Patrick Gillingham was appointed the project leader for this tender.
13. Gavin Watson had a good and close relationship with Linda Mti, the Commissioner of DCS. Patrick Gillingham was appointed in procurement for tenders, so that Linda Miti would approve them.

Handwritten signature and initials, possibly 'MS' or 'MB', located at the bottom right of the page.

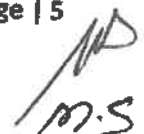
14. The kitchens tender was awarded to Bosasa Operations on July 20, 2004. I was instructed by Gavin Watson to get a motor vehicle for Patrick Gillingham. When it came to vehicles, Patrick only dealt with me. He had a Mercedes E240 that Bosasa bought from him, we paid for more than book value for the vehicle. I then did the deal for him on a Mercedes E270 that was purchased from Grand Central Motors in Midrand. Patrick paid the deposit by cheque after we paid him for his old car. Dr J Smith deposited the cheque of R155 000.00 into Patrick's Account.
15. In 2005 Gavin instructed me to assist Patrick again to purchase a vehicle for his wife. I went to VW the Glen, and gave them a Bosasa order, to order the vehicle and for the extra's on the vehicle, the invoice was made out to Bosasa Operations. Dr J Smith then deposited money into Patrick's account where after Patrick settled for the purchase of the vehicle.
16. During April 2006 Gavin Watson instructed me again to assist Patrick Gillingham to buy a VW Polo for his son. I assisted and bought the vehicle from Lindsay Saker, Krugersdorp. Danny Mansell paid for this vehicle, and it was registered in the son's name. I took delivery and delivered the motor vehicle to him in Pretoria.
17. In February 2007 Gavin Watson again instructed me to assist Patrick to procure a new Mercedes E320. I placed the order on my name as I didn't have the new address where Patrick stayed as he moved from Centurion to Midstream. When the vehicle arrived, I told the sales person that Patrick would buy the vehicle. I could only transfer the sale to a partner in business. We waited a long time for that specific car and couldn't lose it. We then bought a shelf cc named Oak Ridge Trading 114 CC. This was used as the tool for Patrick to buy the vehicle, instead of myself. Patrick needed money for this car and it went through a few bank accounts before it was paid to me as a bonus and then I gave it to Patrick as a loan. The loan agreement was done by Bosasa's attorney between Patrick and myself. I attach a copy of the agreement for R180 000.00. The vehicle was purchased in or about February 2007 but the agreement was dated April 2007.

Handwritten signature and initials, possibly 'MS' and 'MS', in black ink.

18. The house at Midstream was built for Mr. Gillingham by Riaan Hoeksma. Riekele construction did a lot of work for Bosasa Operations. This business did major construction for Bosasa.
 19. Linda Mti was the Commissioner of Correctional Services. His house at Savannah Hills was also built by Riaan Hoeksma.
 20. I state that the full details of how the purchases and payment for the vehicles for Mr. Gillingham and his family and Mr. Mti can be obtained from the accounts department at Bosasa / African Global.
 21. I was instructed by Gavin Watson to buy him a VW Toureq V8 petrol which was purchased in September 2005 from VW Lindsay Saker Krugersdorp. I regularly had to go and fetch the vehicle from Linda Mti's house at Savannah Hills to be serviced at Lindsay Saker and arranged loan cars for him to be used when his vehicle was in for a service.
- LINDELA**
22. Lindela Repatriation Facility was also my responsibility. During the beginning of 2004 Gavin came to me and instructed me to make sure that I got the numbers up as he needs money to pay Riekele Construction for all the work.
 23. At this stage I already had company busses and trucks picking up illegal immigrants from the various police stations, and transporting them to Lindela, as he wanted the facility full, as we got paid by head, per day. I also asked my ex police colleagues to assist.
 24. I had two squads working daily with the SAPS, one in the West Rand and Johannesburg Central and one in the East Rand and Pretoria areas. We would assist in arresting illegals with the SAPS, document them transport them take them to Lindela. This pushed our numbers up and the Department of Home Affairs paid Bosasa per person detained.


Handwritten signature and initials, possibly 'M.D.' and 'M.S.', in black ink.

25. Bosasa was doing really well from Home Affairs as I had managed the finances as well as the invoice that I had to hand deliver to Home Affairs. Then I had to make sure that I got the cheque as that was the preferred method of payment in those day and deliver same to the accounts department at Bosasa head office.
26. In or about 2006, Home Affairs yearly budget for Lindela in 6 Months was finished. The Minister of Finance had to allocate another R120 000 000.00 to Home Affairs for Lindela.
27. In 2006 Arthur Fraser became the Director General for Home Affairs and he made life difficult for us. He stopped us to bring in people and to work with the SAPS. I then used reservists from the SAPS to drive our trucks and busses to bring people in. The SAPS then started with less special operations and catching of illegal immigrants in 2007.
28. I was then transferred to Technical Division by Gavin Watson as he had no use for me anymore at Lindela. I stayed there for a year and then again, I was transferred to Procurement as the Head of Procurement, Logistics and Vehicles in or about July 2008.
29. During 2008 I was introduced to Kevin Wakeford. He was always visiting Gavin Watson and he visited Head office often. During late 2009 Gavin Watson called me in and said that Kevin will speak to me and instructed me to him with the buying and delivering of wet and dry cement.
30. Kevin Wakeford came to me in my office at procurement. He provided me with an address for delivery, at the Meyer Park Eco Estate in Meyerton. Kevin would always phone me with the amounts of cement that he would need. During the year we ordered wet cement from WG Wearne in Randfontein. This was to be paid before delivery took place. The dry cement was ordered from Randfontein Trading Centre where we had an account. I ordered truck loads



full of dry cement that was delivered to Meyer Park Eco Estate. The value of the wet and dry cement was just over R600 000.00. I understood that the person has assisted Bosasa with their SARS matter.

31. In or about July 2011 I was transferred to Kgwerano Financial Services as the subsidiary company was struggling. I was still responsible for the Bosasa Fleet and Logistics. I became the H.O.D of Kgwerano in or about October 2013. Our Senior Accountant Coleen Jansen Van Rensburg came to me and asked for a statement regarding a SARS query dated 9 October 2013. I was instructed to make certain entries into three trucks logbooks, that would go with my statement to SARS to prove that we have moved equipment from Sea Ark in Port Elizabeth to Krugersdorp. In or about March 2014, I had to submit another affidavit to SARS. This was to assist them with a SARS matter. The affidavit was prepared for me.
32. In or about the middle of November 2015 I was instructed by Gavin Watson to rent a car for Minister Nomvula Mokonyane's daughter. She wanted a cabriolet for the festive season and that I had to deliver it to the minister's house in Noordheuwel. I used Blakes travel to book an Audi A3 for her from the end of November 2015 until the end of December 2015. This was again extended until mid January 2016 and then again until end January 2016. This car was rented in my name and I added her daughter as another driver as the car had been dented. I hired cars on a few occasions for the Ministers daughter.
33. In May 2016 I was approached by Johannes Gumede with the instruction to fix Mr MS Netshishivhe's Isuzu bakkie that was at Westvaal, Nelspruit, as per the instructions from Gavin Watson. The final quote came to R29 239.79 and I had to book the cost against one of the Bosasa vehicles.
34. The invoice has been handed to the investigators and I recall that Gavin Watson actually signed that invoice. That person was in a position relating to security at hospitals where Bosasa / African Global received the contract.

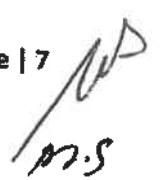



35. I often questioned Gavin Watson, Angelo Agrizzi and the other directors why I had to drop everything to attend to Minister Mokonyane and her family and it became apparent over the years that she was the key person and link and had huge political contacts even to the previous President of South Africa and I had to do what I was instructed to do.
36. While I was stationed at Kgwerano in Mogale Business Park I was instructed by Gavin Watson to set up a call centre in or about 2015 together with computers and phones for the ANC to run their call centre prior to the election for a few months which was run from the Bosasa / African Global premises. All these related expenses had to be covered from my allocated budget.
37. I ran the Kgwerano business at the same premises where I was in charge. I set up as instructed by Gavin Watson all the facilities for the ANC call centre including providing food and refreshments. After the ANC won the election Allister Esau was then instructed to hire huge marquees, cutlery, crockery and we held a huge victory party at the premises of Bosasa / African Global. The event including the catering was paid for by Bosasa / African Global.




FRANS HENDRIK STEYN VORSTER

The deponent has acknowledged that he knows and understands the contents of this affidavit, which was signed and sworn before me at Kaapstad on this the 28th day of JANUARY 2019, the regulations contained in Government Notice no. R1258 of 21 July 1972, as amended, and Government Notice no. R1648 of 19 August 1997, as amended, having been complied with.

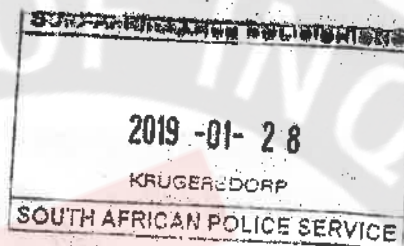


2065 282 - 2

COMMISSIONER OF OATHS

Name:  ELIAS MOSHAGWA

Address: 118 COMMISSIONER STREET
KRUGERSDORP

Capacity: POLICE OFFICER.



FHSV-01

Per 17

FHSV-009

CREDIT AGREEMENT

Entered into by and between:

FRANS HENDRIK STEYN VORSTER
(hereinafter referred to as "Vorster")

ID NUMBER 6811165154083

**48 LEEU STREET, RANT EN DAL,
KRUGERSDORP**

and

PATRICK O'CONNELL GILLINGHAM

(herein referred to as "Gillingham")

ID NUMBER 5104065096088

**6 MARLBORO, MIDSTREAM ESTATE,
MIDRAND**

MARLBORO ROUGH TRACK

1. PREAMBLE

WHEREAS Vorster has ordered a motor vehicle being a Silver Mercedes Benz E320 DCI ("the vehicle") from Sundown Motors, Constantia ("the dealership") during February 2007.

AND WHEREAS the dealership has notified Vorster that the vehicle is ready for transfer and collection;

AND WHEREAS Gillingham has indicated his willingness to purchase the vehicle in Vorster's stead;

AND WHEREAS Gillingham has to acquire financing in order to purchase the vehicle;

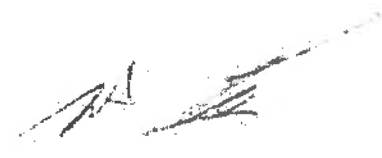
AND WHEREAS Vorster has indicated that he is prepared to advance the sum of R180 000.00 ("the loan amount") to Gillingham to enable Gillingham to purchase the vehicle;

AND WHEREAS both parties have indicated their willingness to enter into business on Gillingham's retirement,

The parties therefore agree as follows:

1 THE LOAN AMOUNT

Vorster will pay Gillingham the loan amount on date of signing of this agreement, which amount will be utilised by Gillingham to purchase the vehicle, on the terms and conditions set out in this agreement.



2 REPAYABLE

- 2.1 Gillingham is obliged to retire ("retirement") from his current position during April 2011, at which time Gillingham expects to be paid a substantial amount by his employer for his retirement ("the retirement benefit").
- 2.2 Gillingham undertakes to repay the loan amount to Vorster on receipt of the retirement benefit, but in any event, by no later than the 30th of April 2011.
- 2.3 The loan amount is payable in one instalment.

3 INTEREST

On repayment of the loan amount as set out in clause 2, the parties will calculate the interest payable, which will be payable simultaneously with the loan amount at the prime rate as calculated from time to time by Nedbank Limited.

4 JOINT VENTURE

- 4.1 It is further agreed between the parties, that the loan amount is also paid in order to secure Gillingham's commitment to enter into a business relationship with Vorster, on retirement and in as far as it may be necessary to do so, the loan amount will also serve as retention money in order to secure Gillingham's commitment to this effect.
- 4.2 On retirement, the parties will use their best endeavours to enter into an agreement in terms of which Vorster will contribute his skills which he gained in the industrial cleaning services industry, and Gillingham will contribute his financial skills for purposes of developing and maintaining such a business.

- 4.3 It is accordingly expressly agreed between the parties that the loan amount will serve as a restraint of trade on retirement in terms of which Gillingham will be obliged to grant Vorster the right of first refusal for such business venture and in turn Vorster undertakes to secure a salary for Gillingham on retirement, which is not less favourable than the last salary that Gillingham will receive in his current employment, on retirement.

5 COMPLIANCE

Gillingham undertakes to comply with all legislature which might be applicable to him in his position as a government employee, including but not limited to, declaring the contents of this agreement to his employers.

6 INDEMNITY

In as far as it may be necessary, Gillingham hereby indemnifies Vorster against all and any claims from any cause of action whatsoever arising out of the terms and conditions of this agreement.

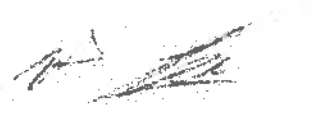
7 DOMICILIUM

- 7.1 Vorster chooses as his domicilium citandi et executandi,
48 Leeu Street, Rant En Dal, Krugersdorp.

- 7.2 Gillingham chooses as his domicilium citandi et executandi,
6 Marlboro, Midstream Estate, Midrand.

8 SET OFF

Gillingham will not be entitled to set off the amount due in terms of this settlement against any alleged claim.



9 FURTHER CLAIMS

Save as set out in this settlement, none of the parties will have any further claim against any of the other parties.

10 MISCELLANEOUS

10.1 This settlement contains all the express provisions agreed on by the parties with regard to the subject matter of the settlement and the parties waive the right to rely on any alleged express provisions not contained in the settlement.

10.2 None of the parties may rely on any representation, which allegedly induced that party to enter into this settlement, unless the representation is recorded in this settlement.

10.3 No contract varying, adding to, deleting from or canceling this settlement, will be effective unless reduced to writing and signed by or on behalf of all the parties.

11 CERTIFICATE OF BALANCE

In the event of any dispute between the parties as to the amount due in terms of this agreement, the parties agree that a Certificate of Balance issued by Vorster stating the date and the amount due on such date, will be prima facie proof of the information contained therein.

12 BREACH AND CANCELLATION

12.1 If Gillingham:

12.1.1 refuses or neglects to pay any amount due and owing to Vorster in terms of this agreement;



- 12.1.2 on a regular basis commits a breach of any of the terms and conditions of this agreement;
- 12.1.3 being an individual, dies during the term of this agreement;
- 12.1.4 any breach of the terms and conditions of this agreement, which Gillingham fails and/or neglects and/or refuses to remedy after receiving 7 (seven) days written notice to do so by Vorster;
- 12.1.5 being a natural person, partnership or trust, commits a deed of insolvency;
- 12.1.6 being a legal person, not able to pay its debt;
- 12.1.7 bring an application or action against Vorster to sequestrate, liquidate, place under curatorship, deregister, or place under judicial management;
- 12.1.8 is provisionally or finally sequestered, or surrenders or makes application to surrender his estate;
- 12.1.9 being a company, is placed under a provisional or final order of liquidation or judicial management;
- 12.1.10 has judgment recorded against it which remains unsatisfied for seven days;
- 12.1.11 compromises or attempts to compromise generally with any of its creditors;
- 12.1.12 or allows a judgment to be entered against him;

12.1.13 being a juristic person sustains a change of shareholding without Vorster's consent or generally does anything which may prejudice Vorster's rights in terms hereof, same shall constitute a default.

12.1.14 In Vorster's sole discretion and without prejudice to any other rights that Vorster might have, Vorster may:

12.1.14.1 cancel this agreement and sue for damages, and where appropriate;

12.1.14.2 to claim for specific performance in terms of the agreement;

12.1.14.3 in the event of Vorster taking legal action, Gillingham will be liable for all legal costs incurred on an attorney and own client scale, including collection commission, any advocates fees as on brief, auditor's fees or any other disbursements which Vorster might incur, to enable Gillingham to enforce its rights in terms of this agreement;

13 ENTIRE AGREEMENT

This agreement represents the entire agreement between the parties and supersedes all other agreements or understandings, written or verbal, that the parties may have had with respect to the agreement.

14 VARIATION

No addition to, variation or consensual cancellation of any provision of this agreement, including this provision, shall be of any force or effect unless reduced to writing and signed by or on behalf of both parties.



15 WAIVER

No relaxation which either party may give in regard to the performance of the other party's obligations in terms of this agreement shall constitute a waiver of rights unless reduces to writing and signed by such party.

16 EXCEPTIO NON NUMERATAE PECUNIAE

Gillingham expressly renounces the benefits of the *exceptio non numeratae pecuniae* and he understands the meaning of this exception and the effect of its renunciation.

17 COSTS

Gillingham shall be liable for the costs, if any, in respect of the drafting and execution of this agreement.

SIGNED at Krugersdorp on this 1st day of April 2007

WITNESSES

1. _____

FRANS HENDRIK STEYN
VORSTER

2. _____

SIGNED at Krugersdorp on this the 11th day of April 2007

WITNESSES

1. _____


PATRICK O'CONNELL GILLINGHAM


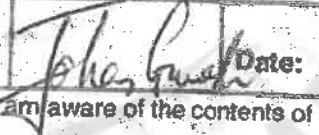



2. _____



FHSU-02

Pag 17

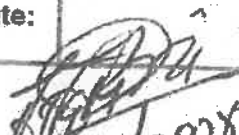
NOTICE TO ATTEND INQUIRY Form 3at Rev 1		BOSASA Group of Companies	
Employee Name:	Frans Vorster	Company Number:	VORS
Current Site/ Division:	Procurement	Date:	19/9/2008
Kindly take notice that an inquiry will be held to investigate the alleged Offence(s) as detailed below:			
Nature of complaint:			
As per attached charges			
Date of incident	19/9/2008	Approximate time	10.49am
Place of incident	Head Office	Complainant	A Agrizzi
The inquiry will be held on: Pending the completion of the investigation.			
Place:		Date:	
Time:			
Employee Signature:	<i>[Signature]</i>	Employer Signature:	<i>[Signature]</i>
(Copy to Employee and HR Division)			
I confirm that I have been advised the following:			
1. I am entitled to be assisted at the disciplinary inquiry by a fellow employee only. No outside representation will be allowed.			
2. I am entitled to have an interpreter, if requested.			
3. I am entitled to have the opportunity to confer with my representative at reasonable times before, during & after the inquiry.			
4. I am entitled personally or through my representative, to question the complainant and witnesses during the inquiry.			
5. I am entitled to furnish evidence and to argue on the question of whether the misconduct occurred.			
6. I am entitled to furnish evidence and to argue in mitigation of disciplinary action.			
7. I have been advised that should I refuse/fail to attend the inquiry, it may be held in my absence.			
8. I have been advised that I am entitled to lodge an appeal against the decision of the Disciplinary Inquiry within three working days of the decision. The appeal must be lodged with the Chairman of the disciplinary inquiry or the HR Division, and must motivate fully the grounds of such appeal and whether such appeal is in respect of the decision and/or punishment of the disciplinary inquiry. Any appeal will be heard as soon as possible of such notice being given.			
Employee Signature:	<i>[Signature]</i>	Date:	19/9/2008
Employer Signature:	<i>[Signature]</i>	Date:	19/9/2008
Witness:	<i>[Signature]</i>	Date:	19/09/2008

FINAL WRITTEN WARNING Form 3ar Rev 0			
Employee Name:	Frans H S Vorster	Company No:	Vorf
Site/Division:	Buying HQ	Date:	2008/11/7
As a result of a Disciplinary Hearing held with board member on the 7 th Nov 2008			
Valid for 9 Months / Extended to 12 for severity			
You are hereby informed that you are issued a final written warning due to the following			
1. Not disclosing that you entered into an inappropriate relationship with a client namely Gillingham, and that such relationship is contrary to Company and policy set forth 2. Bringing the company in disrepute in that you entered into an agreement with a client, contrary to Company policy and procedure 3. Lending moneys to a client, in that you forwarded a loan to client in your personal capacity, that could compromise the Company and the ethics thereof 4. Ordering Vehicles on the Company name, without compliance to the prescribed procedures 5. Lying to your immediate superior - Agrizzi - in that you mentioned that the loan was of a personal nature, which was not the case, it was intended for ulterior purposes.			
(Give a short synopsis of the finding of the chairman of the disciplinary enquiry)			
Action has been taken as a result of the facts brought to light by an investigation of the Department of			
Date of Incident:	2006 / 2007	Approx. Time:	N / A
PLACE OF INCIDENT: Bosasa Group of Companies			
This final warning takes immediate effect. Should you commit a similar offence or any other serious offences, you will render yourself liable for dismissal. This warning is valid until: 7 th Nov 2009			
If you are not satisfied with the outcome, you have a right to appeal within 48 hours to the HR dept.			
Chairman's Name:	J Gumede	Signature:	 Date: 11/7/2008
This final warning has been read to me in my own language. I am aware of the contents of this notification and acknowledge receipt of a copy thereof.			
Employee refused to sign:	No	Signature:	 Date: 7/11/2008
Witness Name:		Signature:	 Date: 7/11/2008

cc Ar Smith, please
put on personal file

10/11/08

J Gumede


7/11/2008

hp LaserJet 3030



hp LaserJet 3030

2007 Mar 25 10:00 AM

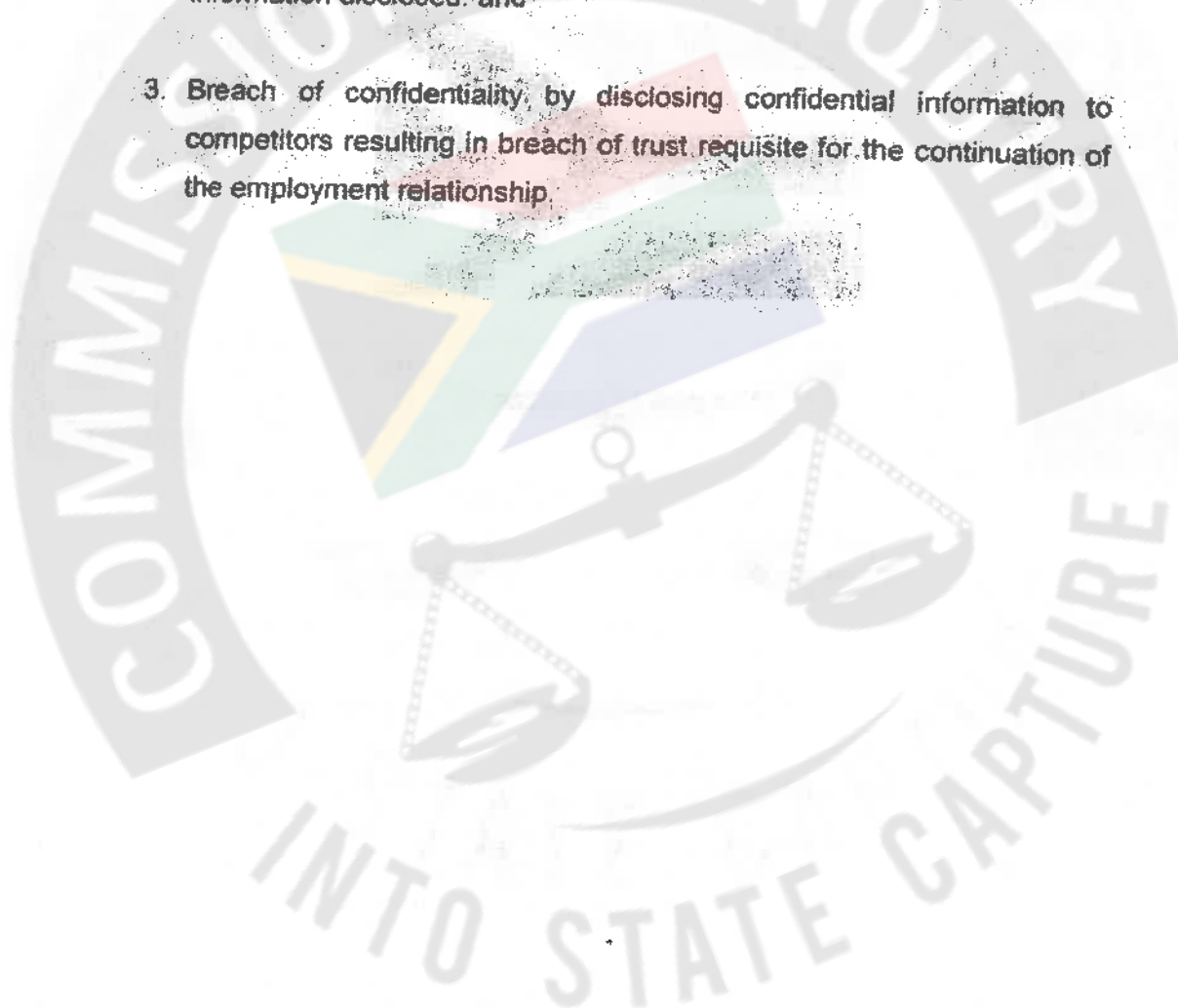
Fax Call Report

Job	Date	Time	Type	Identification	Duration	Pages	Result
1001	2007-03-15	10:00 AM	Fax	0123456789	00:01:00	1	OK



CHARGES – FRANS VORSTER

1. Gross misconduct in that on an unspecified date, time and place you without authorization handed over to the company's competitor confidential information for purposes of elevating the oppositions competitive edge over the company in the tender proceedings for the Department of Correctional Services Catering Contract, and
2. By your conduct disclosed confidential company information to the competitor with potential disastrous consequences for the company should the contract be awarded to the competition with the aid of the information disclosed, and
3. Breach of confidentiality by disclosing confidential information to competitors resulting in breach of trust requisite for the continuation of the employment relationship.



Paw 17



G120

DEPARTMENT: CORRECTIONAL SERVICES
REPUBLIC OF SOUTH AFRICA

Directorate	CDC FINANCE	Private Bag	X136	City/Town	Pretoria	Postal code	0001
Inq	PO'C GILLINGHAM	Telephone no	012 - 3072620	Fax no	012 - 3256351	E-mail	Patrick.gillingham@cdc.fs.gov.za
Your ref		Dated		My Ref	7/1/4	Dated	

MEMORANDUM

RE: ADDITIONAL INFORMATION TO MY FINANCIAL DISCLOSURE
- P O'C GILLINGHAM

COMMISSIONER

1. Our personal discussion on this matter refers.
2. Since the document which is designed for the disclosure of the financial status for SMS members does not make provision for the information on personal loans, I wish to bring the following to your attention as discussed.
 - 2.1 I have entered into personal agreements/arrangements with private individuals for assistance for my house and other personal assets.
 - 2.2 I wish to place on record that these individuals are not members of this Department nor are they employed by Government.
3. For your information and record purposes.

P O'C GILLINGHAM
CDC FINANCE

We Serve With Pride

Handwritten notes:
Please ensure that this
info is entered with your
or rather has no conflict
interest to the Department
in which

FHSU-04

Par 33 FHSV-023



WESTVAAL NELSPRUIT

CLIENT:

*MR M SAETHUSNAME 112

CHASSIS N°:

ADMTR77D4C261842

ENGINE N°:

4JH1248421

ATT:

AUTHORISATIONS

REG. N°:

DDW614MP

MODEL:

ISUZU

KM:

502 615

DATE:

27-May-16

JOB CARD NO:

88933

DEPT CODE:

WESTVAAL NELSPRUIT

PRE ORDER / ESTIMATE

LABOUR CODE	DESCRIPTION	HOURS	UNIT PRICE	TOTAL EXCL
	REPLACE T/COVER GASKET PLUS T/COVER	2.00	595.00	1 190.00
	REPLACE FRONT STABILIZER LINKS	2.00	595.00	1 190.00
	REPLACE 4X BALL JOINTS ON FRONT LOWER	4.00	595.00	2 380.00
SUBTOTAL				4 760.00

PART NUMBER	PART DESCRIPTION	QTY	UNIT PRICE	TOTAL EXCL
8973544250		1.00	1 064.58	1 064.58
8973494161	GASKET HD TO C	1.00	401.03	401.03
8972638011		3.00	53.48	160.44
8979445680	LINK ASM STABIL RH	1.00	714.15	714.15
8979445690	LINK ASM STABIL LH	1.00	706.15	706.15
8980058750	JOINT ASM BALL	2.00	1 382.99	2 765.98
8943744240	JOINT ASM BALL	2.00	1 750.50	3 500.60
SUBTOTAL				9 312.93

MISCELLANEOUS CHARGES	DESCRIPTION	QTY	TOTAL EXCL
CONSUMABLES	WORKSHOP CONSUMABLES	1.00	
SUBTOTAL			

SUBTOTAL	14 072.93
VAT @ 14%	1 970.21
TOTAL	16 043.14





Office Address: 1A Emmentash Avenue Riverside Park extension 6 Nelspruit 1200
 Postal Address: PO Box 13553 Nelspruit 1226
 Tel No: 013 757 3000
 Fax No: 013 755 1137
 Cellphone No: 0997010570 (6)
 VAT No: 4210191770
 FSP No: 24806

*** DOCUMENT COPY ***

Invoice To: 2

SERVICE CASH NELSPRUIT
 NELSPRUIT
 NELSPRUIT

VAT:

Deliver To:

VAT:

MR M S NETSHISHIVHE
 PROSPERIFAS STR 394

PO BOX 394 PHILIP NEL PARK 0029

Tel 013 753 9330

Cell 076 391 5257

9095714080

G8973099270

GASKET

FILTER OIL - ISU

SERVICE TAX INVOICE

Invoice No: 388843
 Date & Time: 06/06/2016 11:08:03
 Reg No: DDW614MP
 VIN No: ADMTFR77D4C261842
 Engine No: 4JH1248421
 Odometer: 582615
 Make/Model: MOTORS ISUZU KB300TDI D/C LX
 Team Code:
 Repair Order No: 88933
 Cust Ord No:
 Delivery Date:
 Page: 2 of 2

2.00	R 16.19	R 32.38
1.00	R 82.33	R 82.33

Invoice Summary

Sub Labour:	R 5189.62
Sub Parts:	R 16625.36
Sub Sublet:	R 0.00
Sub Other:	R 0.00

Total Excl:	R 21814.98
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Rounding:	R 0.00
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VAT:	R 3054.10
------	-----------

Total Incl:	R 24869.08
-------------	------------

Advisor LEIGHE STOLTZ

Bank Account Details for Direct Payments:

Bank Absa Bank Branch Name Nelspruit

Branch Code 632005 Account No. 4052900052 Account Name Westvaal Nelspruit



Office Address: 1A Emnotweni Avenue, Riverside Park Extension 6, Nelspruit 1226
 Postal Address: PO Box 13563, Nelspruit 1226
 Tel No: 013 757 5000
 Fax No: 013 757 1137
 Company No: 1999/010570-07
 VAT No: 4510191770
 PEP No: 34606

*** DOCUMENT COPY ***



SERVICE TAX INVOICE

Invoice To: 2
 SERVICE CASH NELSPRUIT
 NELSPRUIT
 NELSPRUIT
 VAT:
 Deliver To: VAT:
 MR M S NETSHISHIVHE
 PROSPERITAS STR 394
 PO BOX 394 PHILIP NEL PARK 0029
 Tel 013 753 9330 Cell 076 391 5257

Invoice No: 368843
 Date & Time: 06/06/2016 11:08:03
 Reg No: DDW814MP
 VIN No: ADM1FR77D4C261842
 Engine No: 4JH12A6421
 Odometer: 582615
 Make/Model: MOTORS ISUZU KB000TDI D/C LX
 Team Code:
 Repair Order No: 08933
 Cust Ord No:
 Delivery Date:
 Page: 1 of 2

LABOUR DETAILS

Labour Code	Description	Hrs/Units	Total Excl
Extra Works	REPLACED T-COVER GASKET PLUS T-COVER REPLACED FRONT STABILIZER LINKS REPLACED 4X BALL JOINTS ON FRONT LOWER REPLACED OIL FILTER HOUSING DONE BY TOLLIE SERVICE ADVISOR ELAIS	10.3173	R 5189.62

PARTS DETAILS

Part Number	Part Description	Qty	Unit Price	Total Excl
8943744240	JOINT ASM BALL	2.00	R 1243.73	R 2487.46
8972638011	GASKET-HD COVER ID	1.00	R 54.74	R 54.74
8973494181	GASKET HD TO C	1.00	R 421.33	R 421.33
8973544250	COVER-CYL HD	1.00	R 1064.58	R 1064.58
8973731380	BODY OIL FILTE	1.00	R 9230.31	R 9230.31
8979445680	LINK ASM STABIL RH	1.00	R 733.58	R 733.58
8979445680	LINK ASM STABIL LH	1.00	R 728.06	R 728.06
8980056730	JOINT ASM BALL	2.00	R 852.19	R 1704.38
8980879650	GASKET OIL FIL	1.00	R 86.21	R 86.21

INTO STATE CAPTURE



WESTVAAL NELSPRUIT

CLIENT: MR M S NETSHISHVHE

CHASSIS N°: ADJTFR77D4C261842

ENGINE N°: 4JH1245421

ATT: AUTHORISATIONS

REG. N°: DDWS14MP

MODEL: ISUZU

KM: 582,615

DATE: 2-Nov-17

JOB CARD NO: 88933

DEALER CODE: WESTVAAL NELSPRUIT

PRE ORDER / ESTIMATE

LABOUR CODE	DESCRIPTION	HOURS	UNIT PRICE	TOTAL EXCL
	REPLACE T/COVER GASKET PLUS T/COVER	2.00	595.00	1,190.00
	REPLACE FRONT STABILIZER LINKS	2.00	595.00	1,190.00
	REPLACE 4X BALL JOINTS ON FRONT LOWER	4.00	595.00	2,380.00
	REPLACE OIL FILTER HOUSING/TIEROD ENDS	3.50	595.00	2,082.50
			SUBTOTAL	6,842.50

PART NUMBER	PART DESCRIPTION	QTY	UNIT PRICE	TOTAL EXCL
8973544250		1.00	1,064.58	1,064.58
8973494161	GASKET HD TO C	1.00	401.03	401.03
8972638011		3.00	53.48	160.44
8979445680	LINK ASM STABI RH	1.00	714.15	714.15
8979445690	LINK ASM STABI LH	1.00	706.15	706.15
8980058750	JOINT ASM BALL	2.00	250.00	500.00
8943744240	JOINT ASM BALL	2.00	350.00	700.00
8973731380		1.00	11,537.89	11,537.89
8980879650	GASKET OIL FIL	1.00	80.74	80.74
8980557460	ROD END ASM OU	2.00	1,470.73	2,941.46
			SUBTOTAL	18,806.44

MISCELLANEOUS CHARGES	DESCRIPTION	QTY	TOTAL EXCL
CONSUMABLES	WORKSHOP CONSUMABLES	1.00	
		SUBTOTAL	

SUBTOTAL	25,848.94
VAT @ 14%	3,598.85
TOTAL	29,239.79

INTO STATE



FHSV-027

Pas 31 FHSV-027

AFFIDAVIT

I, the undersigned

Frans Hendrik Steyn Vorster, ID number: 681116 5154 08 3 hereby confirm the following:-

I refer to my affidavit dated 24 October 2013 and to the statement made in the response letters to the findings dated 7 February 2014 where at paragraph 8.2.14 it is stated that I attest, which I hereby do, to the fact that I am aware of the assets that were transported from the Port Elizabeth Prawn Facility to Bosasa Operations (Pty) Ltd in some of the empty trucks.


FRANS HENDRIK STEYN VORSTER
BOSASA GROUP FLEET COORDINATOR

The Deponent has acknowledged that he/she knows and understands the contents of this affidavit, which was signed and sworn to before me at Krugersdorp on this the 28th day of March 2014, the regulation contained in the Government Notice No R1258 of 1 July 1972, as amended and Government Notice No1648 of 19 August 1977 as amended having been complied with.

~~ANNEXURE "V"~~

FHSV-05

AFFIDAVIT

I, the undersigned

Frans Hendrik Steyn Vorster, ID number: 681116 5154 08 3 hereby confirm the following:-

- The Bosasa Group has various operational units regionally throughout South Africa and we have internal transportation vehicles for such purposes.
- Regarding SARS's query dated 9 October 2013, we do not have an internal documentation for moving equipment.
- When we transport from one area to another, we utilize our transportation vehicles to the maximum regarding space when moving equipment from our premises to any other premises within the group.


FRANS HENDRIK STEYN VORSTER
BOSASA GROUP FLEET COORDINATOR

The Deponent has acknowledged that he/she knows and understands the contents of this affidavit, which was signed and sworn to before me at Krugersdorp on this the 28th day of October 2013, the regulation contained in the Government Notice No R1258 of 1 July 1972, as amended and Government Notice No1648 of 19 August 1977 as amended having been complied with.


 Colleen Trudy Jansen van Rensburg CA(SA)
 Commissioner of Oaths (RSA)

2013 -10- 28

SAICA Membership No: 04861101
 IRBA Membership No: 822949
 Mogale Business Park, 1 Windsor Road
 Luipaardsvlei, Mogale City

AFFIDAVIT

MR RICHARD LE ROUX

1. I am an adult male South African citizen with Identity Number: 711004 5382 08 2. I am currently working for Global Technology Systems (GTS) although I am presently on leave.
2. The facts contained herein fall within my own personal knowledge, unless the contrary appears from the contents hereof, and to the best of my belief are both true and correct.
3. I have experience in the security technology industry in respect of installations and project management experience of Security equipment.
4. I have received a summons to appear as a witness at the judicial commission of inquiry into allegations of state capture and fraud.
5. I have been employed by the Bosasa / African Global Group of Companies since March 2002 until I went overseas in 2006 my responsibilities was that of a technical support coordinator, reporting to Retief Van der Merwe and Trevor Mathenjwa.
6. In 2008, I returned to South African 2008 to Bosasa to assume my responsibilities again as a Regional Technical Coordinator. I was asked to return after a call from the Chief Operations Office. Part of my responsibilities, apart from the security installations, were to attend to the opening and closing of the office park, as well as tend to the animals in the park which were Springbuck, pheasants, Swans, Cranes ETC where I made sure the orders



were placed on a monthly basis for the feed and made sure that they were always looked after.

7. I have always been a good and skilled employee in my field of experience and I have always done the work to the best of my ability and as requested and instructed by the directors of Bosasa / African Global.
8. Part of my duties was the implementation of what was called "Special Projects". These projects included the purchase and installation of Closed-Circuit Tele Vision systems CCTV systems for high profile associates of Gavin Watson as well as the Directorate. I was the head of the Special Projects team that was created to deal with Special Projects. We had 3 Vehicles in the team that were not branded with any branding like the normal Sondolo Vehicles. We wore civilian clothing when we were busy with special projects. The reason why this was done was in order that there would be no link to any of the Sondolo IT vehicles or anything related to Bosasa / African Global.
9. My family resides at the company owned premises since 2012, after Gavin Watson insisted, I vacate the smallholding I was residing at and move to the office park accommodation as it suited him for me to attend to the wildlife, and to keep an eye on the park. I was instructed to open and close the offices when Andrew a caretaker went on leave on rest days, when he retired, I was instructed to open and close the offices on permanent basis. This also included some weekends when I was instructed to open the offices sometimes by some of the directors when there would be a VIP visit.
10. On the 7th or 8th November 2017, Gavin Watson called me and asked me where my loyalties were, he threatened me that my family worked at Bosasa and I needed to be careful, I asked him what I did wrong, he didn't say, he just re-iterated that I was to be loyal to the group, Johan Abrie the Human Resources manager then called me to reiterate what Gavin Watson had to say. This all had to do with a Facebook comment I had made on Angelo Agrizzi's page.



11. On or about the 20th November 2017, at exactly 18H18, Gavin Watson called me and instructed me to go to Lindsay Watson first thing in the morning and do an affidavit stating that Angelo Agrizzi instructed me to do the Special Project that has been done to date, that everything was done under his instruction.
12. I said I don't want to get in between arguments, and it would be incorrect and untruthful to say that Angelo Agrizzi had instructed me to do the special projects. This was not the truth, I had been primarily instructed by Gavin Watson, Angelo Agrizzi and other Directors to attend to them::
 - 12.1 At 19:14 I received a missed call from Lindsay Watson as per the phone records attached hereto, I tried to return a call.
 - 12.2 On the 21st November 2017, at 06:36 I called Lindsay Watson the call was not answered.
 - 12.3 At 06:45, I called her again and she answered, she said I have to come see her to do an affidavit.
13. I said to Lindsay Watson I am not comfortable doing an affidavit on the premise that it was an instruction from Angelo Agrizzi, wherein fact the instructions where from Gavin Watson and other directors and not only Angelo Agrizzi. Lindsay Watson stated that Bosasa and Gavin pays my salary, and I had to comply.
14. I explained to Lindsay Watson that I couldn't put an untrue fact in an affidavit. I however signed the statement under duress as my job and family, some of whom worked at Bosasa / African Global, were at risk.
15. During the course of my employment at the Bosasa Group and since returning from the United Kingdom I was in charge of the Head offices security camera systems, the maintenance of the server and the footage on the server.



16. I was instructed on numerous occasions when the office park was visited by VIP and VVIP guests to delete the camera footage and recordings. These instructions came from Gavin Watson and/or Angelo Agrizzi. I complied with the instruction from my employers.
17. I was also present when the then President Jacob Zuma in the company of Ms. Dudu Miyeni and Mr. Bheki Cele visited the premises of Bosasa / African Global during the morning up and until the early afternoon. I was in fact monitoring the camera footage and recordings. Shortly thereafter, on the same day I was also instructed to delete all footage of the said visit.
18. In or about the beginning of 2017 I was instructed by Gavin Watson to hand over all passwords and codes to Riaan Cillers of Intellovate, a company within the Bosasa / African Global group of companies as it was said I could not be trusted anymore.

SPECIAL PROJECTS

19. The procedure to do the special projects were as follows firstly a site survey would be done to determine what was required on the site, a quote would be done with a project name for Example Vincent Smith was called Project Jones. I out of my own and being aware as per my instruction that these were VIPs and VVIPs to the Bosasa / African Global group and in particular Mr. Gavin Watson gave the secret projects different names or called it by the individuals name or surname.
20. A quote would be done and this would then be taken to Angelo Agrizzi to be checked and signed. This was company policy that if Angelo Agrizzi's signature was not on the paper it would not get paid. I would then after having the documents signed take all the documents to Jaques Van Zyl. He would not keep copies of the paper work because he knew that it was special projects and no paper work was to be left with anyone except Angelo, he would then



ask me when I would need the cash he would either give it to me the same day or the next morning, if he didn't have the cash or was short of cash he would request it from Petty cash and the form would say to my recollection IOU or entertainment. I would take the moneys and go and pay for the equipment.

21. There was cash accounts opened up so as not to have the companies name reflect on any invoices, the installation would then be done and once the installation was done all paper work invoices photos IP addresses Off site monitoring passwords etc would be given in an envelope to Angelo Agrizzi who said to me under no circumstances do you give the paper work to anyone else. I was also issued with a company credit card with a limit of R10 000.00 to use when I needed it for special projects and I would have to first get conformation first from Gavin Watson or Angelo Agrizzi.

PROJECT BLOUBERG

22. In or about 2013, this project name was Called Project Blouberg Gavin Watson asked that I attend to the premises of Mrs. Nomvula Mokonyane, whilst Angelo Agrizzi and Gavin Watson were at the premises.
23. I was instructed by Gavin Watson to sort out the Electric Fence, the Generator, the CCTV systems, gate motor and other incidentals such as the pool, the distribution of electricity and lighting on the premises. I also attended to a garden clean up.
24. I was also told by Gavin Watson that this house you make sure that if there's anything that is needed you just fix it and call Angelo Agrizzi and keep him informed and up to date but you just get it fixed and done immediately.

25. Over the years I used to get phone calls from Gavin Watson to say to me he got a call from Mrs. Nomvula Mokonyane and she's complaining about the security and he would say to me just get it sorted out please.
26. Since 2013 we have continued ongoing maintenance on the equipment at Bosasa's expense, these expenses would be paid for in cash by Jacques Van Zyl.
27. Gavin Watson was fully aware as he was the person who instructed that the work must be done at those premises and to always receive priority.
28. This work was on-going for a long period of time and Mr. Jacques van Zyl at the company would have the figures relating to what was spent and done.
29. One of the directors, Papa Leshabane, instructed me to do Gwede Mantashe residences. I gave this project the name Mantashe and these properties were situated at the following places:
- 29.1 Boksburg, Sunward Park House – CCTV – Cameras, Lighting Perimeter, DVR;
- 29.2 Elliot, Eastern Cape Farm – CCTV – IP System, Lighting; and
- 29.3 Kala, rural Eastern Cape – House – CCTV – IP System, Lighting.
30. The approximate value of the equipment supplied and work done was R300 000.00.
31. Trevor Matherjwa and Gavin Watson instructed me to attend to the Richards-bay residence of Ms. Dudu Myeni.



32. Trevor and myself flew down to Durban first as there was only one flight out to Richards Bay that morning and we left just after lunch we hired a car in Durban then drove to Richards Bay that afternoon.
33. We visited Dudu Mayeni's residence. I attended to a site survey and measurements as I was instructed that Electric fencing, a full alarm system, beams and cameras had to be installed with off-site monitoring capabilities.
34. Trevor received a call that during the evening the house was burgled, and I believe quite a few items were stolen.
35. The next morning, I was instructed to go past the house first before we left back for Johannesburg.
36. On the flight back from Richards Bay Trevor told me that when we land I must make arrangements to still leave that day with the technicians and I must arrange for all the stock to be collected in Durban at one of the suppliers and ensure that the installation was done as a priority.
37. I made the necessary arrangements and we drove down to Richards Bay that day. While I was doing the installation I was questioned by one of the investigators that was investigating the robbery and I was instructed to explain to them that we were independent contractors and I phoned Trevor to find out what to do and told me under no circumstance do you even mention the Bosasa name. Trevor said that he would call Dudu Mayeni's to sort this out and get her to tell the investigator to leave me alone as I had nothing to do with the robbery. I was merely there to survey and see what was needed for the property.
38. We were instructed that we were not to inform anyone that we were from Bosasa.
39. After the installation was complete we were driving back from Richards Bay when we were almost at the office I received a call from Angelo Agrizzi and I



was told to stay away from the office as there were people there to arrest me in connection with the robbery at the Dudu Mayeni's premises in Richards Bay.

40. Angelo Agrizzi got on the Phone with Trevor and got him to sort it out.
41. We installed the following:
 - 41.1 A full offsite Monitoring CCTV system IP Based cameras;
 - 41.2 Electric Fencing;
 - 41.3 Full Alarm System with beams;
42. This was valued at approximately R250 000.00 which was paid for by Bosasa.
43. In respect of Richmond Mti, I was instructed by Angelo Agrizzi and Gavin Watson to attend to Richmond Mti's premises. In the morning I was on a flight to Port Elizabeth and Gavin Watson was fortuitously on the same flight as me and he said to me that I must please just make sure Richmond Mti's premises gets done quickly and I replied I will get it done Sir. We installed the equipment at the following premises:
 - 43.1 Greenbushes Plot, Eastern Cape – Full 21 strand electric fence was installed perimeter safety lighting; and
 - 43.2 Colchester, Eastern Cape – Full electric fence, Perimeter Lighting – Repair alarm systems.
44. The total value of the above installations was approximately R350 000.00

PROJECT JONES



45. In respect of Vincent Smith, the SCOPA Chairman, I called this project Project Jones. I was instructed by Gavin Watson with follow ups by Angelo Agrizzi and I installed and attended to the following:

45.1 Roodepoort Residence – Electric Fencing, IP CCTV system;

45.2 Continuous maintenance was done on the electric fence and when the router used to pack up we I would purchase a new one with the company credit card and we would setup the router so that Vincent could see the cameras on his phone;

45.3 There is Video footage of the Bosasa / African Global technicians after I was taken off special projects of them removing the cameras there vehicles can be verified and the registration numbers can be traced back to Bosasa I can provide the names on the video as well if you want.

46. The total value of the above equipment installed was approximately R200 000.00.

PROJECT BRAMLEY

47. We attended to Project Bramley for Thabang Makgwetla, the Deputy Minister Correctional Services. Gavin Watson called me and he instructed me to keep it confidential I then called up Angelo Agrizzi who was not aware at this stage of Project Bramley but he said to me he would call Gavin Watson and confirm what needed to be done.

48. I attended to the following work:

48.1 Maintenance was done on the electric fence and alarm systems after the installation; and



- 48.2 Full electric fence, alarm system new, IP CCTV Camera system, Cathexis Server, Offsite Monitoring capabilities.
49. The total value of the above was approximately R350 000.00.

PROJECT PRASA

50. Syvion Dhlamini and Angelo Agrizzi requested that we do a security analysis and installation for a certain Mr. Mbulelo at Randburg. The project name was just Project PRASA we installed the following:
- 50.1 Alarm System, as well as a full CCTV IP Based System;
 - 50.2 Brand new Gate motor, and
 - 50.3 Intercom system.
51. The total value of the above was approximately R150 000.00
52. Trevor Mathenjwa instructed Angelo Agrizzi, who had to signoff, for me to attend to a Mr. Desmond Nair's premises in Pretoria to do a full evaluation of the security at the house.
53. I recall Angelo was very Cross with Trevor Matenjwa with regards to the survey done at Desmond Nair's premises because there was a project manger by the name of Duets Bejoo that went to Desmond Nair's premises in a Sondolo Uniform and it raised questions with the security company that was protecting the house.
54. I confirm that the following equipment was installed:
- 54.1 Full electric fence;



54.2 Full alarm system; and

54.3 CCTV IP Based System was installed

55. The approximate value of the above was R200 000.00.
56. Gavin Watson sent me contact details of Mr. Thabang Maketla. Gavin Watson instructed me to remove the serial numbers on the equipment. I informed Angelo Agrizzi that I had a problem with this because if I remove the serial numbers it will have an impact on the warranty if some of the equipment had to go faulty, so I did not remove the serial numbers.
57. All of the equipment that was installed had serial numbers on the equipment and will reflect on the invoices.
58. I confirm that all of the aforementioned systems were paid for by Bosasa Group. Accounts would be opened as cash account in Angelo Agrizzi's name and I would receive the cash from Jacque Van Zyl and Angelo Agrizzi as the company did not want to reflect it on the books. All invoices, photos, IP addresses was handed over to Angelo Agrizzi after each project was completed.
59. I acted under instructions from Gavin Watson, Angelo Agrizzi, Papa Leshabane, Joe Gumede, Trevor Matherjwa and Syvion Dhlamini.
60. I was always instructed to not disclose to anyone about the installations and work done and Gavin Watson often said to me *"listen to me my mate I'll make sure that you never get another job as I am connected and you being a white male at your age no one will employ you if you talk to anyone about what you do"*.
61. I confirm that what I have set out above is the true and correct state of affairs..



62. I was also taken by the investigators to the Gauteng properties to identify and point out the installations done at the various premises. I noticed that at Mr. Smith's house that my cameras had been removed and new cameras had been installed but that the rest of the equipment is still there. The cameras at Thabang Makgwetla's premises had been removed.

**RICHARD LE ROUX**

The deponent has acknowledged that he knows and understands the contents of this affidavit, which was signed and sworn before me at FLORIDA on this the 28 day of **JANUARY** 2019, the regulations contained in Government Notice no. R1258 of 21 July 1972, as amended, and Government Notice no. R1648 of 19 August 1997, as amended, having been complied with.

**COMMISSIONER OF OATHS**

Name:

Address:

Capacity:

Signature: Full Name: **AHMED KHAN**
Commissioner of OathsDesignation: Owner of 3@1 Florida Junction
Ref No JC/22/10-2017 Johannesburg 14/06/2018Date: 28/01/2019Place: Florida Park
Business Address: Florida Junction Shopping Centre,
Christiaan De Wet Road.



2nd floor, Hillside House
17 Empire Road,
Parktown
Johannesburg
2193
Tel (International): +27 (10) 214-0651
Tel (Tollfree): 0800 222 097
Email: inquiries@sastatecapture.org.za
Web: www.sastatecapture.org.za

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

NOTICE IN TERMS OF RULE 3.3

TO : MR RICHMOND MTI
EMAIL : lindamti@yahoo.com

IN TERMS OF RULE 3.3 OF THE RULES OF THE JUDICIAL COMMISSION OF INQUIRY INTO ALLEGATIONS OF STATE CAPTURE, CORRUPTION AND FRAUD IN THE PUBLIC SECTOR INCLUDING ORGANS OF STATE (“THE COMMISSION”), YOU ARE HEREBY GIVEN NOTICE THAT:

- 1 The Commission’s Legal Team intends to present further evidence of Mr Angelo Agrizzi (“Mr Agrizzi”) at its hearing held at 4th Floor, Hill on Empire, 16 Empire Road, Parktown, Johannesburg. The presentation of this evidence will commence on 28 March 2019 until its conclusion. The evidence in question implicates, or may implicate you in unlawful, illegal or improper conduct in the respects set out below.
- 2 The allegations set out in the evidence of Mr Agrizzi implicate you in, *inter alia*, allegedly participating in various acts of corruption, bribery, fraud, money laundering and/or tax evasion.
- 3 The relevant portions of the statement of Mr Agrizzi which implicate you in the above allegations is annexed hereto marked “A”. Your attention is drawn to paragraphs 18, 19, 20, 77, 81.2, 88, 92, 93, 94, 131, 137, 139 and 149 of his statement and pages 88 – 93 of the annexure.

4 Due to the fact that you are implicated or may be implicated by the evidence of Mr Agrizzi, you are entitled to attend the hearing at which that evidence is being presented. You are also entitled to be assisted by a legal representative of your choice when that evidence is presented. The full statement of Mr Agrizzi will be uploaded on the Commission's website (www.sastatecapture.org.za) as soon as he concludes his evidence. The transcript will be uploaded daily.

5 If you wish to:

5.1 give evidence yourself;

5.2 call any witness to give evidence on your behalf; or

5.3 cross-examine the witness

then you must apply, within fourteen (14) calendar days of this notice, in writing to the Commission for leave to do so.

6 An application referred to in paragraph 5 above must be submitted to the Secretary of the Commission. The application must be submitted with a statement from you in which you respond to the witness's statement in so far as it implicates you. The statement must identify what parts of the witness statement are disputed or denied and the grounds on which they are disputed or denied.

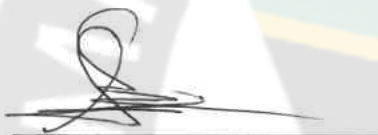
7 In the event that you believe that you have not been given a reasonable time from the issuance of this notice to the date on which the witness is to give evidence as set out above and you are prejudiced thereby, you may apply to the Commission in writing for such order as will ensure that you are not seriously prejudiced.

8 Please take note that even if you do not make an application under Rule 3.4:

8.1 in terms of Rule 3.10, the Chairperson may, at any time, direct you to respond in writing to the allegations against you or to answer (in writing) questions arising from the statement; and

- 8.2 in terms of Regulation 10(6) of the Regulations of the Judicial Commission of Inquiry into Allegations of State Capture, Corruption and Fraud in the Public Sector including Organs of State GN 105 of 9 February 2018 published in Government Gazette 41436, as amended, the Chairperson may direct you to appear before the Commission to give evidence which has a bearing on a matter being investigated.
- 9 The extracts of the witness statement provided to you are confidential. Your attention is drawn to Regulations 11(3) and 12(2)(c) governing the Commission, which make it a criminal offence for anyone to disseminate or publish, without the written permission of the Chairperson, any document (which includes witnesses' statements) submitted to the Commission by any person in connection with the Commission's inquiry.

DATED AT PARKTOWN ON THIS 27th DAY OF MARCH 2019.



MR P PEDLAR
Acting Secretary
Judicial Commission of Inquiry into Allegations of
State Capture, Corruption and Fraud
in the Public Sector including Organs of State

SUPPLEMENTARY AFFIDAVIT

I, the undersigned,

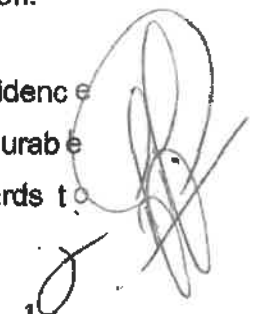
ANGELO AGRIZZI

(IDENTITY NUMBER: 671203 5468 085)

declare under oath as follows:

1. BACKGROUND TO THE SUPPLEMENTARY AFFIDAVIT

- 1.1 The facts contained herein fall within my own personal knowledge, unless the contrary appears from the contents hereof, and are to the best of my belief both true and correct.
- 1.2 My original statement was done in a limited timeframe. I had been in contact with Frank Dutton, an investigator with the Commission of Inquiry into State Capture (*"The Commission"*) and have kept him updated throughout the process in relation to further information and facts relating to the matter.
- 1.3 I have previously deposed to an affidavit on the 15th of January 2019 and have previously given evidence before the Honourable Deputy Chief Justice Raymond Zondo (*"Honourable Chairperson"*) at the Commission held in Johannesburg.
- 1.4 I confirmed and stated under oath that I would supplement my original affidavit with further facts, details and information relating to the matters in question.
- 1.5 During the course of my evidence arising out of questions from the evidence leaders, Advocate Pretorius SC and his team, as well as the Honourable Chairperson requested certain clarification and confirmation with regards to



17.1.2. Tshidi, who appears to be Matshidiso Cordelia Mogale; a former Head of Department ("HOD") at the Department of Social Development in the North West.

17.2. The above individuals were both Government officials in the North West Province, Mahikeng.

17.3. It was Syvion Dhlamini that introduced me to these two individuals. On 6 October 2015, I received an email from Syvion Dhlamini that he had received from Tshidi Mogale, attaching a Curriculum Vitae (CV) for possible employment. The CV is that of Advocate Matshidiso Cordelia Mogale, who was reflected as being employed as the Deputy Director General at the Department of Social Development (North West) between July 2012 and April 2015. I have this documentation if required.

17.4. Syvion Dhlamini and I had various meetings with the aforementioned. They related to charging for and approval of various services such as fencing, IT software programs and security systems. The charges were inflated. Cash was drawn in order to pay them. I was told the cash money was in fact to be used for electioneering.

17.5. The persons concerned would arrange payments of invoices that had been inflated by Bosasa.

17.6. It must also be noted that Miotto Trading (a company in which Peet Venter was involved) was used to make the above payments. The true reason for the above payments was concealed in the records. The records falsely reflect that payments were made to Moroka Consultants for training. This training never took place. Mr Venter indicated in his 2018 statement that the instruction had been received by Gavin Watson and Syvion Dhlamini.

18. How it came about that there was a meeting with Mti and his son at Clearwater?

- 18.1. The meeting was pursuant to a discussion at Mti's house with Gavin Watson, Mti and myself. Mti indicated that his son (Vukane) was depressed and needed to be involved with other youngsters. At that stage my son was very dynamic and was in the process of doing his Honors in Politics Economics and had excelled.
- 18.2. Gavin Watson said it was important to keep Mti and his family happy and that in return Mti would use his influence with Advocate Jiba.
- 18.3. The lunch meeting was held at Ciao Baby, an Italian restaurant in Clearwater, Roodepoort. In attendance was Richmond Mti and his son, my son and myself.
- 18.4. I spoke to Gavin Watson and informed him that Mti's son wanted my son to get involved with mining deals in Zimbabwe which I was not happy with.
- 18.5. My son and Mti's son never concluded any business relationships.
- 18.6. I state further that another son of Richmond Mti was employed by Joe Gumede at the Security Division of the Company. This only came to light in 2015 when I enquired why the person posted at the gate looked similar to Richmond Mti and had similar features. Gavin Watson explained that he was helping Richmond Mti by assisting his son with employment.
- 18.7. I recall mentioning to Joe Gumede that it was extremely obvious, especially posting the son of the National Commissioner of Correctional Services at the main entrance to Bosasa's offices. The following day Mti's son was no longer at the gate.

19. M. involvement with Patrick Gillinham

- 19.1. My interaction with Gillingham was strictly on instruction from both Gavin Watson and Danny Mansell, and was limited to perhaps the

occasional email, or when Danny Mansell had asked me to provide feedback to Patrick Gillingham. I recall that I would also, as I was interested in the development of the industry, receive articles on Correctional Services in various countries on an *ad hoc* basis from Patrick Gillingham. I would return comments on the articles as a courtesy. I, at that stage, had no discussions regarding payment to Gillingham, potential new business, or promises made.

19.2. I had always been with Danny Mansell and Gavin Watson when meeting with Patrick Gillingham initially. This was only on invitation by Gavin Watson.

19.3. When the initial connection was made with Patrick Gillingham in his various positions he held with the Department of Correctional Services, I was at that stage not personally involved. I only met him on diverse occasions. It was only at a later stage when I personally had dealings with Patrick Gillingham that I then realized the full extent of the corrupt practices that had been going on with Gavin Watson, Bosasa, Richmond Mti, Danny Mansell and Patrick Gillingham. This was also confirmed when I read the SIU report in 2009. I also had various discussions with Mansell and Gillingham, which revealed the following:

19.3.1 In late 2004, Gavin Watson arranged for the Gillingham Family and the Mansell Family to go to a game reserve. Danny Mansell informed me before he left for the United States of America that Patrick Gillingham had requested that for all the tenders he had arranged for Bosasa and the extensions of same, he required them in exchange to build him a new house, as well as other gratifications.

19.3.2 Mansell used a specific company he owned, called Grande Four, and L&J Civils to make the respective payments for the building of the property. We discovered

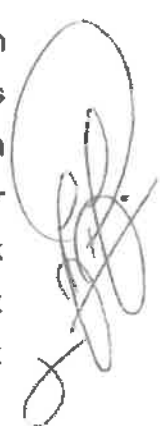
this later when we were tasked by Gavin Watson to clean up the invoice trail of Grande Four and L&J Civils.

19.3.3 I asked Gavin Watson at that stage, whilst in the presence of Andries van Tonder why Gavin Watson had embarked on the process of the corruption with Gillingham and Mti. His response was quite simply that if he didn't do it and arrange it, someone else would have taken the opportunity.


19.3.4 Whilst building the houses, Riaan Hoeksma made use of a certain architect who designed both Mti's and Gillingham's homes. I noticed that Bosasa was billed for this work. I queried this. I also queried the fact that the interior designer used was a Bosasa employee. I have provided his details to the investigators.

19.4. I was only instructed by Gavin Watson to deal with Patrick Gillingham once Danny Mansell had moved to the United States of America. An introductory meeting was held with Gavin Watson and Patrick Gillingham. I was told that I was to meet and attend to whatever Patrick Gillingham's requests were. Gavin Watson told me after the meeting to get cash from him for Patrick Gillingham's requests. During the meeting Patrick Gillingham mentioned certain problems with his house that needed attention.

19.5. Instructions of this sort were issued by Gavin Watson. They had to be attended to immediately. An example of this is the instruction recorded on the video. The incident took place in Gavin Watson's vault. On the video Gavin Watson is heard instructing Andries van Tonder that a handover will take place and that Andries van Tonder must still deliver cash in the amount of R110,000 to Patrick Gillingham; that Brian Biebuyck would take over dealing with Patrick Gillingham post a handover meeting with Brian Biebuyck, Patrick



Gillingham and Angelo Agrizzi. This meeting took place at a restaurant/butchery in Midrand.

- 19.6. After the meeting I was driving Gavin Watson's car. Gavin Watson called Riaan Hoeksma at Riekele and asked him to urgently attend to problems at the house he had built. Gavin Watson then started to complain about the workmanship and problems that were encountered by Riaan Hoeksma and told me to get experts in if needed.
- 19.7. I was also specifically told what the package of cash was to contain namely R47,500 and that same had to be delivered to Gillingham by no later than the 25th of each month. I was also informed that an annual allowance was to be made for his family holiday, and to go to Gavin Watson with any specific needs that Patrick Gillingham had. I recall an immediate need was that the house that had been built for him by Riekele Construction including the pool were problematic, I was to ensure that Riaan Hoeksma followed up and attended to it.
- 19.8. I recall that Patrick Gillingham wanted the pool replaced with a Jacuzzi type pool and the decking redone. On my return to the office I contacted Riekele to arrange the work to be done.
- 19.9. Within a week Patrick Gillingham then sent me a quote on the wooden deck and the replacement of the pool with a Jacuzzi. I was instructed by Gavin Watson to rather process a direct payment, to get the cash from Gavin Watson and make the payment accordingly. This was done. I cannot recall the exact amount at the time, but it was well over R100,000.
- 19.10. After Danny Mansell had left for Texas in the United States of America, I would from time to time get impromptu calls from Patrick Gillingham. I would have to leave the office to attend to the requests for meetings by himself. Normally these meetings would be held at a lunch time often at the "Fishmonger" in Centurion on John Vorster
- 

road adjacent to a restaurant called Rhapsody. It would alternate with a meeting held at a coffee shop at Midstream Estates where Patrick Gillingham resided at the time.

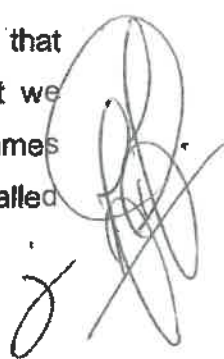
19.11. The meetings initially would be to discuss occurrences at the Department of Correctional Services and any potential problems relating to the Department and the impact on Bosasa and how we would need to proceed.

19.12. I think it was early 2009 when I received a frantic call from Patrick Gillingham to tell me he had been raided by the SIU and that they had taken, amongst others, his computer and also seen his safe with the cash in it. The SIU had also come across a business card of Consilium Business Consultants (Pty) Ltd ("Consilium") that his name appeared on.

19.13. I informed Gavin Watson who told me to visit him immediately and calm the storm. I then met with Patrick Gillingham at a restaurant where he told me what had taken place. He then confirmed he had been suspended from his position by the Commissioner of Correctional Services, Vernie Peterson.

19.14. The following morning, at about 06:30, I was told by Gavin Watson that I needed to accompany him to the house of Richmond "Linda" Mti. After meeting with Richmond Mti, we arranged to see Patrick Gillingham at the Protea Hotel Midrand. We chatted in the parking lot. Specifically, Gavin Watson said to Patrick Gillingham in my presence that he (Gillingham) must not be concerned, that Gavin Watson had never "dropped" anyone and would stand with him to the end, he would still get his pension as Gillingham raised a concern. Gavin Watson said even if Bosasa had to arrange to make the payment, Gillingham would be taken care of.



- 19.15. Gavin Watson also said that Patrick Gillingham's legal fees would be paid by the company. It was there that Gavin Watson instructed me to use a company at arms-length to attend to it.
- 19.16. I recall the meeting vividly. We arrived and because the hotel was busy with a conference, Gavin Watson told Patrick Gillingham to sit in the back of my car. We had the discussion in my vehicle. The discussion concerned the fact that Gavin Watson had the NPA and the investigation on Bosasa under control.
- 19.17. Whilst driving from the meeting, Gavin Watson asked me to establish what pension was due to Gillingham, and the chances of recovering it for him. I mentioned that I did not know but would call Gillingham and establish what the amount was. Gavin emphasized that all the previous tenders and contracts from the Department of Correctional Services has been secured through Gillingham and Mti.
- 19.18. Gavin Watson then spoke to Sesinya Seopela. Sesinya Seopela said that we were to use a specific attorney and that he would arrange a meeting for Patrick Gillingham and myself to attend.
- 19.19. The attorney was Ian Small-Smith of BDK Attorneys.
- 19.20. A day or two later I was called by Sesinya Seopela and asked to meet him in a building in Johannesburg. The offices I recall were close to the courts in Johannesburg central. I was to ensure that Gillingham was present at the meeting.
- 19.21. We discussed the Gillingham situation, as well as the fact that Bosasa would cover the costs. Gavin Watson re-iterated that we needed to use one of the companies he had registered in the names of Andries van Tonder and myself. An arms-length company called Sinkoprop No 8 (Pty) Ltd was used.
- 

- 20.1 I am not aware of what the payments to Gillingham were until the stage I was instructed to handle him. Nor can I attest to what all the benefits were other than what is reflected in the SIU report.
- 20.2 The initial payment to Gillingham occurred whilst he was employed by Correctional Services and it amounted to R47,500 per month.
- 20.3 When Gillingham was suspended and ultimately resigned he was paid in cash monthly an amount of R110,000. This was to cover an amount he was not being paid by the Department of R47,500 and an allowance for his cellular telephone.
- 20.4 During 2015, Gillingham complained that he had been short-changed on the amount, and insisted that he be paid a salary via a company. I communicated the concern to Gavin Watson, as I had no authority to make any decisions of that nature.
- 20.5 The following morning Gavin Watson came to my office, and said we could not place Gillingham into Consilium as Watson had spoken to Jurgen Smith. It was then that Gavin Watson proposed that he could be "employed" by BEE Foods, (which was owned by Mark Taverner) and be paid an amount of between R50,000 and R60,000 per month, as well as be given a company car of his choice. This was merely a front, to facilitate the payment. BEE Foods would recover the amount by means of payments from Bosasa on the confidential rebate structure. I cannot recall the exact amount at this stage, but it would have been reflected on a statement of account from BEE Foods, or in the accounts file.
- 20.6 Gillingham underwent a divorce. Gavin Watson at that stage instructed that his case must be dealt with an associate of Brian Biebuyck at Hogan Lovells, and be paid for via the Bosasa funds in the trust account at Hogan Lovells. The payments reflected on the Bosasa statement from Hogan Lovells.

- 20.7 When a divorce settlement was reached with Gillingham I was instructed to pay the settlement figure of approximately R2,200,000 from the Bosasa Trust Account to Gillingham's wife as a settlement.
- 20.8 I am aware that a vehicle was also purchased for Megan Gillingham, Patrick Gillingham's daughter. I was instructed to accompany Andries van Tonder to the Volkswagen dealership at the Glen in Alberton where a Polo was purchased. I recall it was just before Christmas. Gavin Watson continually called me to make sure that Andries van Tonder was *en-route* to purchase the vehicle, as it was important for Bosasa and the continued relationship with Patrick Gillingham.
- 20.9 In 2016 Patrick Gillingham's son, also named Patrick, was implicated in using funds from his employer Bakwena. I was told to intervene and arrange a payment to Bakwena in the amount of about R700,000. I was also told by Gavin Watson to draft a one-page loan agreement between Gillingham and my erstwhile in-laws, so to keep it at arms-length. This did not make sense to me as the payment was effected out of the Bosasa trust funds held by Brian Blebuyck. I never kept a copy. This was supposedly an arrangement that Gavin Watson wanted.
- 20.10 When I enquired from Gavin Watson on how the repayments of the funds would occur, he merely shrugged it off and said the tax consultant to the group, Peet Venter, would make a book entry. After my departure I received a query from the auditors, I reminded Peet Venter of the transactions, and of the fact that Gavin Watson was aware of the same. I followed up with a full explanatory email that can be obtained from the server and the email address "angelo.agrizzi@bosasa.com".
- 20.11 I wish to emphasise that all the major decisions in respect of Gillingham and Richmond Mti were made by Gavin Watson who at all material times was the decision-maker. He thereafter delegated others

like myself to carry out the instructions. The major beneficiary of all the contracts and tenders was in fact Gavin Watson and his family.

21. The decoded list of illicit payments to recipients as reflected in the Black Books

21.1 I have previously set this out in my previous affidavit and have testified as to the list of payments and recipients from the pages of a black book I had possession of.

22. Clarity on the decoded list of payments

22.1 I testified on the list of the payments where I basically created my own version of shorthand to explain the amounts and who it was given to in my previous affidavit.

22.2 I attach as Annexure "HH" documentation which sets out a list of certain payments and relevant communications concerning these payments.

FURTHER SUPPLEMENTARY INFORMATION AND FACTS

23 I set out hereunder the facts relating to the position I held at Bosasa as well as my duties and authority as such:

23.1 It is imperative to note that I was the Chief Operations Officer and not the Chief Executive Officer (as stated in the SIU report). Gavin Watson's name and position was never mentioned in the SIU report. My influence was limited. I was never registered as a director, nor was I at any stage a shareholder within the Bosasa Group of Companies (as again mentioned in the SIU report). Ultimately I reported to a board of directors and the Chief Executive Officer, Gavin Watson.

23.2 My normal course of business and duties would include making operational decisions, within constraints, but I would still have to

- 73 When Vincent Smith arrived, he seemed extremely irritated by us being there. I tried to introduce the Company to him and he was extremely abrupt. I left the company brochures with him. Cedric Frolick collected us at the entrance and took us on a brief tour of the parliamentary offices. Cedric Frolick then took us to the canteen. We had a meal that he then paid for on what seemed a canteen card.
- 74 A specific incident comes to mind. Gavin Watson was extremely excited as no one had been able to meet the Minister of Justice and Constitutional Development, Michael Masutha.
- 75 Cedric Frolick arranged with Valance Watson for an ANC rally or meeting to be held in Port Elizabeth. He would arrange with Valance Watson to accommodate Michael Masutha at one of the Watson's houses at a luxury estate. Gavin Watson flew down to Port Elizabeth the next week and was to arrange to have breakfast with Michael Masutha one morning.
- 76 Gavin Watson explained that it would be an impromptu meeting but that he would be able to then get Michael Masutha "on-board". The accommodation was arranged accordingly.
- 77 The aforementioned arrangement was also discussed in depth at a meeting held between Richmond Mti, Gavin Watson and myself, the following morning when we went to Mti for a meeting.
- 78 I relate below an incident to show how Cedrick Frolick related to African Global Operations.
- 79 During 2016 and 2017, African Global Operations was involved in litigation with the Department of Correctional Services. African Global Operations sought to set aside the award of a contract to its competitors. Gavin Watson and others had a meeting at my house. During this meeting Frolick and Vincent Smith were consulted. They advised that the litigation be withdrawn. Cedrick Frolick confirmed this to me personally over the telephone.

80 I was upset at this. I asked Gavin Watson and others to leave my house.

81 At this time and owing to my illness I had not been able to make certain deliveries of cash as instructed to Mti, Jiba and Mwrebi. I handed to Gavin Watson the following amounts in cash and told him to make arrangements himself for the deliveries:

81.1 R100,000 (One Hundred Thousand Rands – Marked Snake (Jiba);

81.2 R65,000 (Sixty-Five Thousand Rands) – Marked RM – (Mti);

81.3 R10,000 (Ten Thousand Rands) – Marked Snail – (Mwrebi).

DANNY MANSELL – SUPPLEMENTARY EVIDENCE

82 I have alerted the Commission investigators to certain wrongdoing relating to Gavin Watson and Danny Mansell concerning the Small Business Development Corporation (SBDC). The information was provided to me by Jurgen Smith.

83 As stated in my previous affidavit, Danny Mansell, having left Bosasa, returned to Bosasa during 2003/ 2004.

84 At a stage I discovered that Danny Mansell had been involved in Gavin Watson's dealings with Richard Mti and Patrick Gillingham. I will expand upon this in evidence.

85 Amongst other things Danny Mansell was involved in arranging and reconciling payments from Bosasa to the company Grande Four (Pty) Ltd. Again, I will expand upon this in evidence.

86 After having done the technical management of all the tenders for the Department of Correctional Services, Danny Mansell and Jarod Mansell, his son, started doing contract work for Phezulu and Sondolo IT. A company

called L&J Civils was used, this entity was also used periodically to purchase items for Gillingham and Mti.

- 87 Even after leaving to the United States, he remained on the Bosasa payroll - I presume this was to secure his continued loyalty and silence.

TONY ANTHONY PERRY – COMPANY SECRETARY

88 Tony Perry joined the Bosasa Group in about 2003. He was closely associated with the family. Tony Perry was an integral part of Bosasa Operations. He was responsible for documenting the various deals concluded by Danny Mansell and Gavin Watson. He did the administration of the transactions relating to the acquisition of Phezulu Fencing and Beta Fence. He was also involved in the assistance with Richmond Mti detailed below. I am also aware that Tony Perry attended to Gavin Watson's personal financial affairs.

89 Tony Perry's responsibility was to develop a myriad of companies and restructure agreements and shareholding so that the full BEE credentials could be claimed, albeit fictitious.

90 During early 2004, Tony Perry was with Gavin Watson in the boardroom (I would often use the toilets at the boardroom as they were closest to my office). The walls were at that stage just comprised of thin dry walling and one could hear the discussions in adjacent rooms clearly.

91 I heard Gavin Watson instructing Tony Perry to draft an agreement between "Linda Mti" and Gavin Watson that encapsulated charges on a per person costs. At the same time he said that Tony Perry must sit with him and structure a new trust that Mti wanted. At first Tony Perry was apprehensive, but Gavin Watson was abrupt and said that Tony Perry was just to do it.

92 At that stage I didn't think too much of it. Only later did I realise after the initial news report that came out that the Trust that was being referred was the "Lianorah Investment Trust" which belonged to Richmond Mti. He used his mother's name as the trust name.

93 I have previously given evidence of Gavin Watson's instructions to destroy documents, including the agreement referred to above. Pursuant to Gavin Watson requesting that we find the agreement that had gone missing, and having perused the agreement, I then realised why Gavin Watson wanted the agreement so badly when he thought it had gone missing. The agreement was based on the provisions of the "Catering Contract" and reflected the signatures of both Gavin Watson and Richmond Mti. It contains details of a specific model of payments to be made to Richmond Mti based on an amount per offender / prisoner per day.

94 I realised then why Gavin Watson was so eager to get rid of the "contract" between himself and Richmond Mti. The agreement could only have been done on the company secretary's computer at the time, as Tony Perry was not very computer literate. Payroll records will reflect who the secretary was that drafted the agreement at the same time that Lianorah Investments was registered by Tony Perry.


95 I am aware that Gavin Watson arranged that Tony Perry's house in Port Alfred be built and paid for by Bosasa. This was done through a company called BuildAll previously owned by Arthur Kotzen and Fred Alibone.

BUILDALL - ARTHUR KOTZEN AND FRED ALIBONE

96 In 2005/2006 Gavin Watson decided to venture into prawn aquaculture with an American by the name of Kevin K Wills. I raised my concerns as this was essentially not our core business and numerous similar attempts had failed internationally. Gavin Watson however did not budge and commenced the process.

97 Gavin Watson contracted a friend Arthur Kotzen (now deceased) and Fred Alibone. They had a small building and construction company to develop land that he had acquired for the project.



- 130 Mti was an avid golfer. I recall Gavin Watson taking Mti to a specialist shop (Pro Shop) and purchasing a range of specialist golf clubs for Mti. At one visit Gavin Watson showed me the set of clubs he had purchased for Mti. An easy analysis would be to draw the credit card payments off the various credit card accounts from Watson which will indicate the purchases.
- 131 Gavin Watson would request that I arrange that Bosasa make payments to certain clothing shops in Sandton. I recall having to go to Sandton shopping centre and visit Grays as well as their related clothing stores. The accounts would have to be paid for Mti. They ranged from R100,000 to well over R250,000. They would normally be attended to by a shortish African gentleman who knew Gavin Watson and Richmond Mti exceptionally well. These purchases happened frequently. These purchases were done at Grays in Sandton and the "Pro Shop" in Woodmead.
- 132 At one stage I had to go to Grays in Sandton to make a payment for clothing for Gavin Watson and Mti. I recall the shop attendant, a short African man mentioning that he hadn't seen Mti for a while and that he had a "Boss" sports jacket altered that he still hadn't collected.
- 133 During one December, I was called by Mti who heard I was in Umhlanga on holiday. At that stage, he was at a Moreschi shoe shop near the main shopping centre in Umhlanga. I was told to go meet him there. When I arrived, he had chosen two pairs of shoes. Gavin Watson said I should use my Bosasa credit card to make the payment. I merely complied with Gavin Watson's instructions and paid. I recall the costs were in the region of R19,000.
- 134 When Mti resigned as the Commissioner of the Department of Correctional Services, I recall Gavin Watson coming to me to say he had just gone through Mti's new employment contract with the 2010 FIFA Organising Committee ("the Organising Committee"). A few weeks later Sondolo IT was appointed (without my knowledge) to attend to an access control and security system at the offices of the Organising Committee. I recall this distinctly due to the numerous problems we encountered with the registration of the fingerprints of Danny Jordaan.
- 

- 135 After Mti had left the employ of the Organising Committee he wanted to get paid via a company and wanted it more structured. Gavin Watson arranged a trip to my brothers' company in Elsburg. Gavin Watson accompanied me and Mti. We drove together in the car, whilst discussing the SIU reports. Mti then walked around the factory and said he wanted to buy a share in it to make the dealings look authentic. He proceeded to make out two cheques for R100,000 each and handed them to my brother with the understanding that it would be paid back. I cannot recall if my brother processed the cheques.
- 136 Gavin Watson was extremely conscious of the fact that he needed to keep Mti content. At a certain point I needed to arrange a meeting with Mti and Brian Biebuyck to reassure Mti that the process was under control and that he would be protected. It was at that specific meeting that Mti explained to Brian Biebuyck that he was told by Nomgcobo Jiba to do a letter regarding the representation regarding the accused, and why prosecution should not take place.
- 137 A further meeting took place which Gavin Watson insisted on at my brother's new premises, which was attended by Gavin Watson and Richmond Mti, as well as myself, where Gavin Watson tried to coerce my brother into taking on Richmond Mti again. Understanding my predicament, my brother merely skirted the matter until we left.
- 138 I have already testified regarding documents I received from the NPA. I handed these documents with my handwritten notes to Brian Biebuyck.
- 139 Brian Biebuyck sought advice on the matter. Brian Biebuyck then produced a lengthy document addressed to the then NDDP dated 28th September 2010. This written representation which was sent by Brian Biebuyck contained the vital inside information that had been received via Richmond Mti from Advocate Jiba and Jackie Lephinka (who was the secretary of Advocate Lawrence Mwrebi, who was the Head of the Specialised Commercial Crimes Unit). It was on this premise that Brian Biebuyck would constantly remind me there was no purpose in whistle-blowing as the matter would never see the day in court.

recording provided to the Commission on State Capture, where Joe Gumede mentions that he had been updated by a certain person at the Hawks that the then President Jacob Zuma had put him in touch with. I did not remember to add the fact that Gavin Watson having seen the photo of the docket taken by Joe Gumede, specifically referred to the fact that "we", the accused, had no option but to "toe-the-line" as he (Gavin Watson) was totally exonerated.

148 Once more when I discussed the matter with Brian Biebuyck, I was told to sing off the same hymn sheet as Gavin Watson; the SIU matter was "stillborn" and as long as I was loyal to the Watsons, I would be fine.

149 In these meetings the 'Watson Pact' would be emphasised. The following roles were often repeated:

149.1 Gavin Watson – would attend to all Political Issues and caucusing, whilst working with Sesinya Seopela and Richmond Mti;

149.2 Andries van Tonder – would attend to the banking queries and financials, and work in conjunction with Kevin Wakeford who would attend to difficult questions if these arose from the banks especially after adverse articles being published;

149.3 Angelo Agrizzi – would attend to legal liaison, with the assistance of Brian Biebuyck at Hogan Lovells. Angelo Agrizzi would also have to attend to Patrick Gillingham and Danny Mansell if need be to keep them calm and ensure "*they don't jump ship*".

PAPA LESHABANE

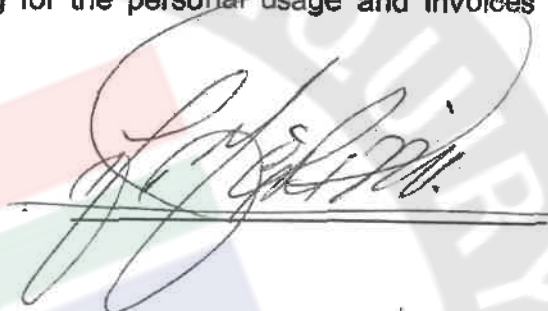
150 Papa Leshabane had various roles within the Bosasa Group of Companies. These included:

150.1 Main board member, as well as a director of associate and subsidiary companies;

order to develop an entity that the other Black Directors were not aware of. Hence he instructed that Lamocest be formed.


212 Lamocest was then not used for the intended purpose but became used to filter funds directly for Gavin Watson's personal use and for the family use. Gavin Watson then said that it was not possible to remunerate both Andries van Tonder and myself from Lamocest, but rather to use new arms-length companies.

213 This entity was *inter alia* used as a means to cover some of the expenses of the Watson family, by creating invoices to the Bosasa Group of Companies, effecting payments, and paying for the personal usage and invoices of the Watsons.



ANGELO AGRIZZI

THUS SIGNED AND SWORN TO before me at PARKTOWN on this the 26th day of MARCH 2019 by the deponent who acknowledges that he knows and understands the contents of this affidavit; that it is the truth to the best of his knowledge and belief and that he has no objection to taking the prescribed oath and regards the same as binding on the deponent's conscience and the administration of the oath complied with the Regulations contained in Government Gazette No. RI 258 of 21 July 1972, as amended.



JONATHAN ISAKOW
COMMISSIONER OF OATHS
PRACTISING ATTORNEY
REPUBLIC OF SOUTH AFRICA
1ST FLOOR, 26 BAKER STREET
ROSEBANK, JOHANNESBURG

Extracts of List

Page - AA 362 - Code	Name	Distribution Person
JGM 30 ACA	Jason Tshabalala – ACSA	Joe Gumede
JGM 30 ACA	Bongi Mapungose – ACSA	Joe Gumede
JGM 30 ACA	Mohammed Bashir – ACSA	Joe Gumede
JGM 50 MAM	Mams Nyanbuse - DOJCD	Joe Gumede
JGM 25 TAU	Norman Thobane - DOJCD	Joe Gumede
JGM 10 KZN	ACSA - KZN	Joe Gumede
PGC 110 CCV	Patrick Gillingham	Angelo Agrizzi
RMT 85 CCV	R Mti	Agrizzi / Watson
SST 100 CCV	Jolingana via Mti	Agrizzi / Watson
SST 100 SNL	Jiba via Mti	Agrizzi / Watson
SNK 20 SLE	J Lephinka via Mti	Agrizzi / Watson
JAY 10 SLC	Mrwebi via Mti	Agrizzi / Watson
GMT 100 SLE	Grace Molatedi via Mti	Agrizzi / Watson
IMC 50 MNG (100)	Mollet Ngubo	Ishmael Dikani
IMC 50 SHI (100)	Shishi Matebela	Ishmael Dikani
IMC 30 MAC	Josiah Maako	Ishmael Dikani
IMC 20 MKC	Mkabela	Ishmael Dikani
IMC 50 DDV	Dikeledi Tshabalala	Ishmael Dikani
AMC 20 DDY	AMCU Union	Ishmael Dikani
NUM 100 DDY	NUM Union Kloof	Ishmael Dikani
TMT 50 CCA	Youth Centres Gauteng	Thandi Makoko
SDL 50 CBT	Youth Centre NortWest	Syvion Dlamini
ELF 30 PLC	Elford Kloof	Patrick Littler
57,500	M Nxele	Ishmael Mcwaba / Trevor
ASB 40 BEE	Empowerdex Rating Agency Andries Sebelele	Angelo Agrizzi



Extracts of List

Page - AA 365 – Code March 2016	Name	Distribution Person
PGC 110 CCB	Patrick Gillingham	Angelo Agrizzi
NWPC 700 CCV	North West – Bulk Payment to Tsidi	Syvion Dlamini
NWPC 1500 CCV	North West – Bulk Payment to Tsidi	Syvion Dlamini
KLF 100 CCY	Kloof NUM Union	Ishmael Dikani
LIB 50 DCB	Libanon NUM Union	Ishmael Dikani
KZN 57,5 DCB	M Nxele - DCS	Ishmael Dikani
MMM 50 DCB	Mollet Ngubo - DCS	Ishmael Dikani
MM 30 DCB	Maria Mabena – DCS	Ishmael Dikani
SMA 50 DCB	Shisi Matabela – DCS	Ishmael Dikani
ISM 30 DCB	Josiah Maako – DCS	Ishmael Dikani
AMC 20 DCB	AMCU Union	Ishmael Dikani
SDL 80 CCV	North West Youth Centres	Syvion Dlamini
ACB 85 CCW	R Mti	Agrizzi / Watson
GML 100 CCB	Jolingana via R Mti	Agrizzi / Watson
SNK 100 CLB	Jiba via R Mti	Agrizzi / Watson
MID 50 CCB	2 nd Jolingana via R Mti	Agrizzi / Watson
GML 100 CCB	Grace Molatedi via R Mti	Agrizzi / Watson
SNL 10 CCB	Mrwebi via R Mti	Agrizzi / Watson
JAY 20 CCB	Lephinka via R Mti	Agrizzi / Watson
PLC 300 DCV	Transport	Papa Leshabane
PLC 50 DCV	J / List / Lindela	Papa Lesahabane



**EXTRACTS OF IMPORTANCE – FROM THE ANNEXURE T1 –
LISTS TRANSCRIPT OF CODES USED FOR PACKAGING OF
BRIBE MONIES**

Note that only certain codes are reflected

EXTRACT FROM THE A6 BOOK
Extracts of List

Page - AA 582 Code / Description NOTE JUNE	Name	Distribution Person
TRM 300 KZT	Transport - Kgwerano	Papa Leshabane
TRM 45 / 10 PLK	Central J / List	Papa Leshabane
PL 50	AMCU Kloof Mines	Patrick Littler
PL 30	Kloof Mines - Elford	Patrick Litter
IMC 100 DR	NUM – Driefontein union	Ishmael Dikani
IMC 57,5 DR	M Nxele KZN	Ishmael Dikani
MM 10 DR	Maria Mabena	Ishmael Dikani
JM 15 JM	Josiah Maako	Ishmael Dikani
Shis 50	Shishi Matebela	Ishmael Dikani
Dine 10	Dineo – E C St Albans	Ishmael Dikani
Ngubo 50	Mollet Ngibo	Ishmael Dikani
Shis 50	2 nd Shishi Matebela	Ishmael Dikani
AMCU 20	AMCU Union	Ishmael Dikani



Extracts of Pages of Black Book

Page - AA 584 - Code "Jan - Feb 2015"	Name	Distribution Person
Elford R40,000	Elford Mayixele - Kloof	Patrick Littler
Carlos R10,000	Carlos Bonifacio	Jacques Van Zyl
Andries E R10,000	Andries Erasmus	Jacques Van Zyl
Rynu R5,000	Ryno Roode	Jacques Van Zyl
Danie V R5,000	Danie Van Tonder	Jacques Van Zyl
Leon V R5,000	Leon Van Tonder	Jacques Van Zyl
Dr 5,000	Dr Louis Scholtz	Jacques Van Zyl
Thand R75,000	Thandi Makoko - use at your centres	Jacques Van Zyl
West Cape R50,000	Dave McNamara - Danie Van Tonder - Trevor Fourie	Jacques Van Zyl
North West MEC R50,000	Sylvion Dlamini	Jacques Van Zyl
Richmond 65,000	R Mti	Angelo Agrizzi / Watson
Jiba R100,000	R Mti	Angelo Agrizzi / Watson
Jolingana R100,000	R Mti	Angelo Agrizzi / Watson
Grace M R100,000	Grace Molatedi	Angelo Agrizzi / Watson
Mrwebi R10,000	L Mrwebi	Angelo Agrizzi / Watson
Jackie R20,000	J Lephinka	Angelo Agrizzi / Watson

NOTES ON PAGE

Jan - Feb

Reconciliation - Transfer back to Bosasa Petty Cash borrowed Jacques Van Zyl R107,000.00 to be taken off the order to be delivered. Explanation is there must have been an urgent need for R107,000.00 so it was borrowed from Petty Cash (Bosasa) and would be replaced with the following delivery.

ON the 2016/02/18 - Received an amount of R3,200,000.00, then a further delivery of R2,800,000.00 on the 2016/02/25 The Total amount being R6,000,000.00 less the R107,000

The amount less the packaging amounts then would amount to hat was deposited in the safe.



From: [Jacques van Zyl](#)
To: [Angelo Agrizzi](#)
Date: Mon, 3 Jan 2011 08:50:00 +0200
Subject: RE: Corporate Card - Sesinia
Attachment(s): 1

Thanks

Jacques van Zyl

Accountant/Company Controller

Bosasa Group of Companies

' +27 (0)11 662 6051

7 +27 (0)11 662 6151

E-mail jacques@bosasa.com

cid:image002.jpg@01C98C5C.5B943810



Mogale Business Park, 1 Windsor Road, Mogale City 1739

Gauteng, Republic of South Africa

P Please consider our environment before printing this email

From: Angelo Agrizzi
Sent: 03 January 2011 08:48 AM
To: Jacques van Zyl
Subject: RE: Corporate Card - Sesinia

Checked with him all the transactions were done by him

Best Regards,

A handwritten signature in black ink, appearing to be 'Angelo Agrizzi'.

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

cid:image002.jpg@01C98C5C.5B943810



Mogale Business Park, 1 Windsor Road, Mogale City 1739

Gauteng, Republic of South Africa

From: Jacques van Zyl

Sent: 03 January 2011 08:18 AM

To: Angelo Agrizzi

Subject: Corporate Card - Sesinyi

Hi Angelo,

The following purchases have been done by Sesinyi, using his corporate card:

2010/12/28

Delta Air

New York JFK

R172.85

Handwritten signature.



2nd floor, Hillside House
17 Empire Road,
Parktown
Johannesburg
2193
Tel (International): +27 (10) 214-0651
Tel (Tollfree): 0800 222 097
Email: inquiries@sastatecapture.org.za
Web: www.sastatecapture.org.za

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

NOTICE IN TERMS OF RULE 3.3

TO : MR LINDA MTI

**AT : UNIT 101, STAND 194
BLUE HILLS EXT 21
1685**

**AND AT : 61 COMBRETUM STREET
SAGEWOOD X1
1682**

EMAIL : lindamti@yahoo.com

CELL : 078 466 0274 / 082 851 9934 / 083 201 0106

**IN TERMS OF RULE 3.3 OF THE RULES OF THE JUDICIAL COMMISSION OF
INQUIRY INTO ALLEGATIONS OF STATE CAPTURE, CORRUPTION AND
FRAUD IN THE PUBLIC SECTOR INCLUDING ORGANS OF STATE ("THE
COMMISSION"), YOU ARE HEREBY GIVEN NOTICE THAT:**

1. The Commission's Legal Team presented the evidence of Mr. Petrus Stephanus Venter ("Mr Venter") on the 27th and 28th of March 2019 at its hearing held on 4th Floor, Hill on Empire, 16 Empire Road, Parktown, Johannesburg. The evidence, (which relates to an evidence stream of which you have been previously notified), implicates, or may implicate you, in unlawful, illegal or improper conduct in the respects set out below.

2. Due to the fact that you are implicated or may be implicated by the evidence of Mr. Venter, you are entitled to be assisted by a legal representative of your choice in these proceedings. In respect of the previous hearings, you may refer to the hearing transcripts, which are uploaded daily on the Commission's website (www.sastatecapture.org.za).
3. The allegations set out in the evidence of Mr. Venter implicates or may implicate you in, *inter alia*, improper and/or unlawful dealings with/related to Bosasa Operations (Pty) Ltd / African Global Operations (Pty) Ltd, during and after your term of office at the Department of Correctional Services.
4. The evidence of Mr. Venter which implicates, or may implicate you, in the above allegations is set out in paragraphs 6, 32 and 33 and of his statement. The relevant extract of Mr. Venter's statement is annexed hereto marked "A".
5. The relevant extract of the statement dated 18 December 2017 to which reference is made in the statement marked "A" above, is annexed hereto marked "B".
6. The relevant portion/s of the transcript/s of Mr. Venter's oral testimony is annexed hereto marked "C".
7. If you wish to:
 - 7.1 give evidence yourself;
 - 7.2 call any witness to give evidence on your behalf; or
 - 7.3 cross-examine the witness,then you must apply, within fourteen (14) calendar days of this notice, in writing to the Commission for leave to do so.
8. An application referred to in paragraph 7 above must be submitted to the Secretary of the Commission. The application must be submitted with a statement from you in which you respond to the witness's statement in so far as it implicates you. The

statement must identify what parts of the witness' evidence are disputed or denied and the grounds on which they are disputed or denied.

9. In the event that you believe that you have not been given a reasonable time and you are prejudiced thereby, you may apply to the Commission in writing for such order as will ensure that you are not seriously prejudiced.

10. Please take note that even if you do not make an application under Rule 3.4:

10.1 in terms of Rule 3.10, the Chairperson may, at any time, direct you to respond in writing to the allegations against you or to answer (in writing) questions arising from the statement; and

10.2 in terms of Regulation 10(6) of the Regulations of the Judicial Commission of Inquiry into Allegations of State Capture, Corruption and Fraud in the Public Sector including Organs of State GN 105 of 9 February 2018 published in Government Gazette 41436, as amended, the Chairperson may direct you to appear before the Commission to give evidence which has a bearing on a matter being investigated.

11. The extracts of the witness statement provided to you are confidential. Your attention is drawn to Regulations 11(3) and 12(2)(c) governing the Commission, which make it a criminal offence for anyone to disseminate or publish, without the written permission of the Chairperson, any document (which includes witnesses' statements) submitted to the Commission by any person in connection with the Commission's inquiry.

DATED AT PARKTOWN ON THIS 9th DAY OF APRIL 2019.



MR P PEDLAR
Acting Secretary
Judicial Commission of Inquiry into Allegations of
State Capture, Corruption and Fraud
in the Public Sector including Organs of State

AFFIDAVIT PETRUS STEPHANUS VENTER

AFFIDAVIT PETRUS STEPHANUS VENTER

I, the undersigned

Petrus Stephanus Venter

Do hereby make oath and state:

1.

I am an adult male residing in the Krugersdorp area, Gauteng

2.

I understand that in my statement I may incriminate myself in respect of potentially serious offences. In addition, I failed to report these acts as apparently required in terms of section 34 of the Prevention and Combating of Corrupt Activities Act, 12 of 2004. I give this evidence freely and voluntarily. I have not been offered an incentive or reward.

3.

I submit this affidavit with no allegiance to either Bosasa Operations (Pty) Ltd (Bosasa) and its subsidiaries, Mr Gavin Watson (Mr Watson) or Mr Angelo Agrizzi (Mr Agrizzi). Bosasa is now known as African Global Operations (Pty) Ltd.

4.

I have previously signed an affidavit in respect of the aspects that will be covered within this current affidavit. I did not prepare the affidavit (hereinafter referred to as the 'first affidavit') freely and voluntarily and I signed the affidavit under duress as will be detailed below. I also submit that although various portions of my first affidavit were edited or added to by Mr Agrizzi, the majority of the occurrences and detail described is factually

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AFFIDAVIT PETRUS STEPHANUS VENTER

correct. I will comment on the aspects in my first affidavit which are factually incorrect later in this affidavit. I can confirm that:

- 4.1 The paragraphs wherein certain information was added by Mr Agrizzi into my first affidavit, is in respect of paragraphs 9, 17, 21-25, 26, 27, 28, 31, 32 and 33;
- 4.2 The contents of the information contained within paragraphs 1 - 4, 8, 10, 13, 16, 18, 19, 20 and 35, of my first affidavit, is correct;
- 4.3 The contents of the information contained within paragraphs 5, 7, 11, 12, 14, 15, 29, 30 and 34 of my first affidavit is correct; however, I have included information and detail in this affidavit, in order to clarify certain aspects.

5.

This previous affidavit was dated and signed by me on the 18th December 2017, at Mossel Bay. This affidavit was submitted to the Commission into allegations of State Capture ("the Commission"), attached to the affidavit of Mr Angelo Agrizzi as **Exhibit "S8"** per pages **AA-921 to AA-1241**, without my consent.

6.

I wish to submit this affidavit in order to clarify certain points from my first affidavit and elaborate on the circumstances as to how the first affidavit was drafted and signed, as well as my involvement with the Bosasa Group, including the following matters:

- 6.1 My completion of tax returns on behalf of former officials of the Department of Correctional Services, Mr Linda Mti (Mr Mti) and Mr Patrick Gillingham (Mr Gillingham);
- 6.2 The payment of cash to Mr Gillingham; and
- 6.3 The use of entities for the payment of monies to other specified entities and/ or individuals on the instruction of Mr Watson, Mr Agrizzi and Mr van Tonder.

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AFFIDAVIT PETRUS STEPHANUS VENTER

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I will comment on the aspects in the first affidavit with reference to each paragraph which are factually incorrect, as detailed below.

31

Paragraph 5: The contents of this paragraph are true and correct. However, I must mention that when testifying at the commission, Mr Agrizzi mentioned that he saw me on numerous times at the canteen with the persons mentioned in paragraph 5. This is not true, as I have only been to the canteen with Bosasa employees, approximately 10 times since I started doing work for the Bosasa Group, over a 14 year period.

32


Paragraph 7: The contents of this paragraph are true and correct. In this regard:

- 32.1 I completed the tax returns of Mr Mti from approximately 2013 onwards and Mr Gillingham's tax returns from 2012 onwards;
- 32.2 I asked both Messrs. Agrizzi and van Tonder, whether these were the two gentlemen who used to work for the Department of Correctional Services. I expressed my concern about some of the media allegations at the time and doing these gentlemen's tax returns;
- 32.3 Messrs. Agrizzi and van Tonder explained to me that nothing came from the investigation by Mr Hoffmeyer, because he presented the case in Parliament, which apparently he should not have done; I was led to understand from them, that from a legal point of view the case was thus considered to be "fruit from a poison tree" and the case was therefore closed.

33

With regards Leonora Investments, mentioned at the Commission as an entity used by Mr Mti. I can clarify that I do remember the name of a company Leonora Investments which belongs to Mr Mti, as Bester Viljoen Inc. was instructed to do the registration of the

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AFFIDAVIT PETRUS STEPHANUS VENTER

company. Mr Tony Perry, who was the former company secretary of Bosasa, instructed Bester Viljoen Inc. to register the company. If I remember correctly, Bester Viljoen Inc. registered various companies for Bosasa and the entity for Mr Mti was just another entity. Bester Viljoen Inc. only realised who Mr Mti was when Mr Adriaan Basson, a reporter, came to our offices and inspected the share registers and company structure of Leonora Investments.

34

Paragraph 10: The contents of this paragraph are true and correct. This was on instruction from Mr Watson. On 18 August 2017, Ms Natasha Olivier (Ms Olivier) and Ms Lindsay Watson (Ms Watson) paid an amount of R 1,187,655.48 into the bank account of Miotto from Lamocest (Pty) Ltd (Lamocest). I then paid the amount over for the legal costs of Mr Hlaudi Motsoeneng as detailed in my first affidavit. Copies of the proof of payments from the Miotto bank account in the amounts of R 600,000.00 on 20 August 2017 and R 587,656.82 on 21 August 2017, to the Majavu Inc. Trust account, are attached hereto per Annexure "PV 4(1) and PV 4(2)" respectively. Unfortunately, I no longer have a copy of the invoice provided to me to make the payments.

35

Paragraph 11: The contents of this paragraph are true and correct. However, Mr Agrizzi told the Commission that he saw the proof of payments from Miotto to Moroko Consultants when I submitted my first affidavit. To my knowledge, when the affidavit was signed and returned to him on the 18th of December 2017, Mr Agrizzi already had the proof of payments. As a matter of fact, Mr Agrizzi had all the annexures to the affidavit in his possession, when I was at his house in November 2017. I can also clarify that:

- 35.1 In September 2017, I was operating the entity known as Miotto, although I did not change the director's details into my name;
- 35.2 The person who accompanied Mr Watson, namely Syvion Dhlamini, is a director of Bosasa Youth Development Centres (Pty) Ltd;

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AFFIDAVIT PETRUS STEPHANUS VENTER

I certify that this statement was noted down by me and that the deponent has acknowledged that he knows and understands the contents of this statement. This statement was sworn to before me and the deponents' signature placed thereon in my presence at Johannesburg on 19 March 2019 at Parkview SAPS

SGT
700649
Luhlanga G

COMMISSIONER OF OATHS

Luhlanga Godfrey

SOUTH AFRICAN POLICE SERVICE
STATION COMMANDER
2019 -03- 19
CLIENT SERVICE CENTRE PARKVIEW
SOUTH AFRICAN POLICE SERVICE

(Full names)

71 Dundas Avenue
Parkview SAPS

(Physical address)

SERGEANT

(Designation)

(Office)

Context of TAX Fraud and Racketeering by Gavin Watson

My full names are Petrus Stephanus Venter, a white male aged 46, resident at Noordheuwel Krugersdorp hereby declare that the attached affidavit and the Annexures labeled Files 1 to 2 are a true reflection of the occurrences at Bosasa Group of Companies / African Global Operations and the dealings of Mr. Gavin Joseph Watson

The statements made are in my opinion factual, substantiated by records and copies of invoices and receipts, the intention hereof is not to seek monetary gain, but to clear mine and related parties' names, after being coerced and forced to conduct what we realize what instructions from Gavin Joseph Watson. This matter has affected my health and relationships.

This affidavit is done without any duress or pressure and is done subsequent to the meetings held with Gavin Watson as detailed.

Corrupt dealings involving the South African Revenue Services
and other matters



5

Over the years I have built up a good relationship with Tony Perry, Andries van Tonder, Gavin Watson, Jacques van Zyl, Carlos Bonifacio, all the directors and other employees of the Bosasa Group.

Gavin Watson realized this and wanted me to get more involved in the business, in the form of a consultant from an external point of view. I was therefore not just a tax consultant for the Bosasa Group.

7

Although I had to attend to the normal duties of a tax consultant, Gavin Watson wanted more from me:

- Gavin Watson informed all the directors that I will be handling their annual personal tax returns and the company will pay for this service.
- I was also instructed to do the annual tax return of Patrick Gillingham and
- The annual tax return of L Mti

8

At the beginning of 2016 Gavin Watson approached me to take over Consilium Business Consultants (Pty)Ltd, a company which belonged to Dr. Jurgen Smith. Dr. Smith was diagnosed with cancer and wanted to exit the company as soon as he could.

Consilium is a labour broker company who employs people for the Bosasa Group of Companies.

9

All Gavin Watson's family members, who renders no services to the Bosasa Group, are also on the payroll. Gavin Watson instructed me to keep this very confidential and I wasn't allowed to discuss this with anybody else other than him.



A. M.

These are as follows;

Carlos Bouffacio	Carlen Daubert	Hennie & Christo Viljoen
Christina Herbst	Rika Hurdermark	Natasha Olivier
Jacques Van Zyl	Colleen Passano	Munirah Oliveria
Tony Perry	Louis Passano	Andries van Tonder
Landie Gouws	Magda Van Rensburg	Elise Eland
Andries Erasmus	Richmond Mti	Patrick Gillingham
Frans Vorster	Gavin Watson	Linda Mti
Angelo Agriani	Joe Gurnede	Patrick Gillingham

Signed by Petrus Stephanus Venter



19th Day of December 2017 at George, Western Cape, South Africa

- SIGNED and SWORN/AFFIRMED to before me at DCP day 18 of December 2017, the Deponent having acknowledged that she knows and understands the contents of this Affidavit, which is deposed to in accordance with the regulations governing the administration of an oath as more fully set out in Government Notice R 1258 of the 21st July 1972, as amended by Government Notice 1648 dated the 19th of August 1977 and Government Notice 903 dated the 10th July 1998.


COMMISSIONER OF OATHS

FULL NAMES: Annus Mar

STATUS: W/O

STREET ADDRESS: Marxeloer, Maseru



COMMISSION OF INQUIRY INTO STATE CAPTURE

HELD AT

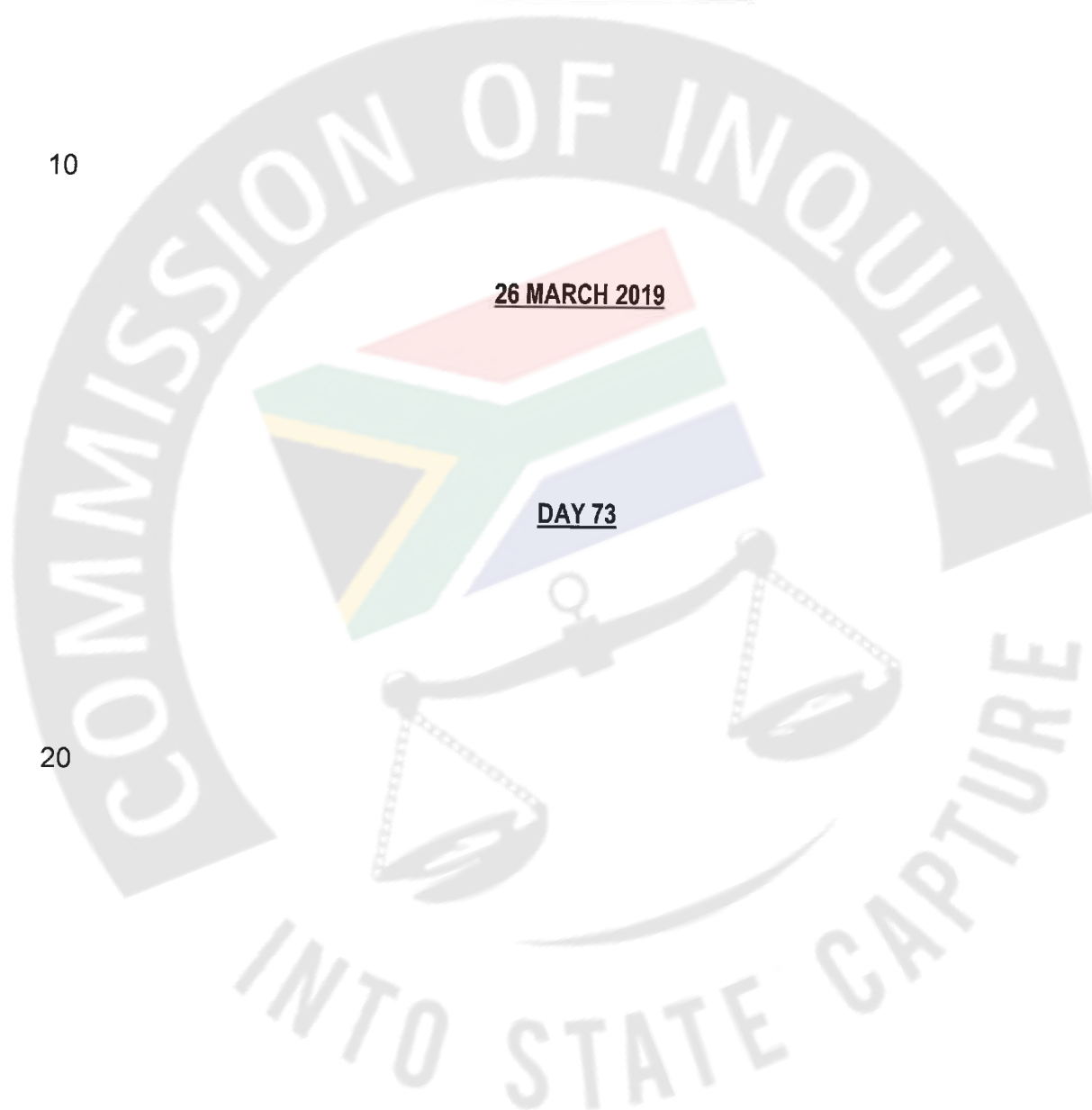
PARKTOWN, JOHANNESBURG

10

26 MARCH 2019

DAY 73

20



26 MARCH 2019 – DAY 73

MR PETRUS STEPHANUS VENTER:

“Over the years I’ve built up a good relationship with Tony Perry, Andries van Tonder, Gavin Watson, Jacques van Zyl, Carlos Pondifacia and all the directors and other employees of the Bosasa Group. Gavin Watson realised this and wanted me to get more involved in the business in the form of a consultant from an external point of view. I was therefore not just a tax consultant for the Bosasa Group.”

ADV REFILOE MOLEFE: Do you confirm the truthfulness of this statement?

MR PETRUS STEPHANUS VENTER: That’s correct.

10 **ADV REFILOE MOLEFE:** And is there anything further that you would like to bring to the Chair’s attention in this respect?

MR PETRUS STEPHANUS VENTER: No.

ADV REFILOE MOLEFE: What then follow is paragraph 7 still on 924, do you confirm that on the first statement there is no paragraph 6?

MR PETRUS STEPHANUS VENTER: Correct.

ADV REFILOE MOLEFE: The next paragraph that follows is 7, can you please read that into the record.

MR PETRUS STEPHANUS VENTER:

20 “Although I had to attend to the normal duties of a tax consultant Gavin Watson want more from me. Gavin Watson informed all the directors that I will be handling their annual personal tax returns and the company will pay for the services. I was also instructed to do the annual tax returns of Patrick Gillingham and the annual tax return of Linda Mti.

ADV REFILOE MOLEFE: Yes now the first part of that paragraph do you confirm the truthfulness that you had to attend to the normal duties of a tax consultant?

26 MARCH 2019 – DAY 73

MR PETRUS STEPHANUS VENTER: Yes correct.

ADV REFILOE MOLEFE: And do you confirm, is it true as the sentence continues that Gavin Watson wanted more from you?

MR PETRUS STEPHANUS VENTER: Correct.

ADV REFILOE MOLEFE: And in this respect reference is made firstly to Gavin Watson having informed all the directors that you will be handling their annual personal tax returns and that the company will pay for the services is true?

MR PETRUS STEPHANUS VENTER: True.

ADV REFILOE MOLEFE: Now with reference to all the directors, which directors were
10 these, are these directors of Bosasa?

MR PETRUS STEPHANUS VENTER: Yes, the directors of Bosasa.

ADV REFILOE MOLEFE: And you say it's correct that the payment, the company, is this Bosasa?

MR PETRUS STEPHANUS VENTER: Correct.

ADV REFILOE MOLEFE: That the company will pay for the service?

MR PETRUS STEPHANUS VENTER: Correct.

ADV REFILOE MOLEFE: And what follows then is that you were instructed to do the annual tax return of Patrick Gillingham is this correct?

MR PETRUS STEPHANUS VENTER: That's correct.

20 **ADV REFILOE MOLEFE:** And can you recall during which period you had to attend to the tax returns of Patrick Gillingham?

MR PETRUS STEPHANUS VENTER: I just want to check here, if I've got it correctly Chair it's from 2012 onwards.

ADV REFILOE MOLEFE: Can I refer you to paragraph 32 of your second statement, that is where you deal in detail with the contents of paragraph 7 of the first statement?

26 MARCH 2019 – DAY 73

MR PETRUS STEPHANUS VENTER: Yes thank you.

ADV REFILOE MOLEFE: Do you want to refresh your memory insofar as date.

MR PETRUS STEPHANUS VENTER: Yes I've got it down there as from 2012 onwards.

ADV REFILOE MOLEFE: Yes and in the first statement it continues to say that you also had to do the annual tax return of Linda Mti, is this correct?

MR PETRUS STEPHANUS VENTER: That's correct.

ADV REFILOE MOLEFE: And can you recall for what period you had to do the annual tax returns of Mti?

10 **MR PETRUS STEPHANUS VENTER:** 2013 onwards.

ADV REFILOE MOLEFE: And do you know why you had to do firstly the annual tax returns of the directors of Bosasa?

MR PETRUS STEPHANUS VENTER: Mr Gavin Watson wanted all of the directors to be compliant, so he wanted to centralise all their – the person who does all their tax returns and it was referred to me so yes.

ADV REFILOE MOLEFE: And did you attend to these tax consultant duties on behalf of D'Arcy-Herrman or in your personal capacity?

MR PETRUS STEPHANUS VENTER: No on behalf of D'Arcy-Herrman.

20 **ADV REFILOE MOLEFE:** And in respect of the annual tax return of Mr Patrick Gillingham do you know why you had to personally attend to this?

MR PETRUS STEPHANUS VENTER: They introduced me, Mr Agrizzi and Mr Watson introduced me to him, and to Mr Linda Mti and they instructed me to assist the two gentlemen to do their tax returns.

ADV REFILOE MOLEFE: And who were the two gentlemen introduced as?

MR PETRUS STEPHANUS VENTER: They were just introduced as normal people but

26 MARCH 2019 – DAY 73

when I heard the names I realised what their past history was about.

ADV REFILOE MOLEFE: And what is their past history?

MR PETRUS STEPHANUS VENTER: They were employees at the Department of Correctional Services.

ADV REFILOE MOLEFE: So when they were introduced to you did you know of the nature of their affiliation, if any, with Bosasa?

MR PETRUS STEPHANUS VENTER: Not at the time, other than I knew that there was an SAU case where the two gentlemen's names were mentioned and I did ask him about it and as per my statement they explained to me that the case – nothing came
10 from the case, nothing is going to come from the case and they also explained to me something about the case was thrown out because of fruits of a poisoned tree or something, that was the terminology that was used, so I did their tax returns.

CHAIRPERSON: Who paid for your handling of the taxes of Mr Mti and Mr Gillingham

MR PETRUS STEPHANUS VENTER: It was included in the fee of the tax returns of the directors Chair, I just included two more, I sent a single invoice annually to Bosasa say for example R40 000 and that would include all the directors but also the two gentlemen, theirs as well.

CHAIRPERSON: Okay.

ADV REFILOE MOLEFE: So when you included the fees of Mr Gillingham and Mr Mti
20 you say that you included their fees in the fees of directors, correct?

MR PETRUS STEPHANUS VENTER: Part of that invoice included so I didn't charge them separately.

ADV REFILOE MOLEFE: So if I understand it correctly the invoice in respect of the directors was inflated to incorporate the services that D'Arcy would have provided in respect of Mr Gillingham and Mr Mti?

26 MARCH 2019 – DAY 73

MR PETRUS STEPHANUS VENTER: It was a fixed fee which included everything and that was also included but I suppose if you want to break it down it's included there.

ADV REFILOE MOLEFE: Well on the invoice what was the – what was indicated on the invoice?

MR PETRUS STEPHANUS VENTER: Completion of tax returns of directors and senior management I think.

ADV REFILOE MOLEFE: Now Mr Gillingham and Mr Mti were they directors?

MR PETRUS STEPHANUS VENTER: No.

ADV REFILOE MOLEFE: Of Bosasa?

10 **MR PETRUS STEPHANUS VENTER:** Not at all.

ADV REFILOE MOLEFE: So was there any reason why the fees in respect of the tax returns of Mr Gillingham and Mr Mti were concealed it would seem?

MR PETRUS STEPHANUS VENTER: All I was told is just to include it into the fee of all the directors and recover it via the invoice for the directors tax returns so I included the two gentlemen.

ADV REFILOE MOLEFE: Told by who?

MR PETRUS STEPHANUS VENTER: Told by if I remember correctly all my instructions came from Gavin Watson.

20 **ADV REFILOE MOLEFE:** Now you earlier said that you were aware that the gentlemen were previously with the Department of Correctional Services, did you at any point express any concern over the manner in which you were invoicing and incorporating Mr Gillingham and Mr Mti into the invoice?

MR PETRUS STEPHANUS VENTER: No I didn't, Mr Watson just told me how to do it and I've done it in order to recover the fees.

ADV REFILOE MOLEFE: Well yes but in your mind with the knowledge of where – the

26 MARCH 2019 – DAY 73

background of the gentlemen as you put it, did you not find it strange that you are concealing payments for tax consultancy services?

MR PETRUS STEPHANUS VENTER: Yes, but if I can just elaborate the invoice didn't specify the names of all the directors, it was just a single liner explaining and as a result of that, that was included, but yes.

ADV REFILOE MOLEFE: Yes I understand that and I accept it but my point really is did you not find it strange that firstly you testified that you were aware that Mr Gillingham and Mr Mti were not directors of Bosasa, is that correct?

MR PETRUS STEPHANUS VENTER: Yes that's correct.

10 **ADV REFILOE MOLEFE:** So did you not find it strange that they're included in this?

MR PETRUS STEPHANUS VENTER: It is strange yes, it is strange.

ADV REFILOE MOLEFE: Did you question this?

MR PETRUS STEPHANUS VENTER: Yes but I was merely told by Mr Watson to include it and why do you question if you recover your fee, why do you worry.

ADV REFILOE MOLEFE: Yes, and did you have any discussion with anyone in respect of the firstly tax consultancy of Mr Gillingham and Mr Mti?

MR PETRUS STEPHANUS VENTER: No I didn't discuss it with anybody, I kept it confidential.

20 **ADV REFILOE MOLEFE:** And in respect of the inclusion of the fees that you would be charging for the two Mr Gillingham and Mr Mti, did you have any discussion with anyone?

MR PETRUS STEPHANUS VENTER: No, they knew that because they never paid me so they must have known that it was paid on their behalf.

ADV REFILOE MOLEFE: Yes, is there anything that you would like to bring to the attention in this respect?

26 MARCH 2019 – DAY 73

MR PETRUS STEPHANUS VENTER: No that's all.

ADV REFILOE MOLEFE: You then deal in paragraph 33 of your second statement with another company, can you specify which company you're dealing with there?

MR PETRUS STEPHANUS VENTER: It's a company called Leonora Investments. If I remember correctly many years ago when my firm's name was still Bester Viljoen Incorporated we received an instruction from Mr Tony Perry, who was the Company Secretary at Bosasa at the time, he wanted some assistance through our company secretarial side to register or to do some amendments to a company called Leonora Investments, only later on when Mr Adrian Basson came to inspect all the share registers and all of that we realised that this company entity belonged to Mr Mti.

ADV REFILOE MOLEFE: Okay before you deal with the second part of your evidence, you've just stated that Leonora Investments pertained to when D'Arcy-Herrman was still Bester Viljoen, is this correct?

MR PETRUS STEPHANUS VENTER: Ja, it was ...(intervention)

ADV REFILOE MOLEFE: Can you recall what year this is in?

MR PETRUS STEPHANUS VENTER: Many years ago, 2006, 2007, 2008, Chair it was a long time ago, 10, 11, 12 years ago.

ADV REFILOE MOLEFE: Okay in your evidence earlier you said that Bester Viljoen eventually changed D'Arcy-Herrman sometime in 2009, well it changed to one name in 2009 and then later in 2013.

MR PETRUS STEPHANUS VENTER: Yes.

ADV REFILOE MOLEFE: So it would be during a period that precedes the year 2009, is that correct?

MR PETRUS STEPHANUS VENTER: Ja.

ADV REFILOE MOLEFE: Because that's when it was still referred to as Bester Viljoen.

26 MARCH 2019 – DAY 73

MR PETRUS STEPHANUS VENTER: Yes.

ADV REFILOE MOLEFE: Yes, you were then explaining how this entity was associated with Mr Mti.

MR PETRUS STEPHANUS VENTER: Correct.

ADV REFILOE MOLEFE: In what manner?

MR PETRUS STEPHANUS VENTER: That with the little bit of knowledge I have about it Chair I think Mr Mti was - I can't remember if it was a company or a CC, he was the member or the director of that company.

ADV REFILOE MOLEFE: Yes, and you just testified that Bester Viljoen was instructed
10 to do the registration of the company.

MR PETRUS STEPHANUS VENTER: Correct.

ADV REFILOE MOLEFE: Now can you recall what the nature of business that this company was to conduct?

MR PETRUS STEPHANUS VENTER: That was the only time I heard the company's name, never heard about ever again going forward.

ADV REFILOE MOLEFE: Do you know why you were instructed, or Bester Viljoen rather was at that point instructed to register the company?

MR PETRUS STEPHANUS VENTER: I don't have any knowledge about it Chair.

ADV REFILOE MOLEFE: Do you know what the company was used for?

20 **MR PETRUS STEPHANUS VENTER:** Not at all.

ADV REFILOE MOLEFE: Did you have any involvement in the company, whether it be as auditing or for any payment purposes?

MR PETRUS STEPHANUS VENTER: I can't recall we doing anything else, other than just registering the company.

ADV REFILOE MOLEFE: Yes, and Bester Viljoen as it was known then did it register

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any other companies for any other persons, can you recall?

MR PETRUS STEPHANUS VENTER: No, only for the Bosasa Group, but nothing for people on their behalf, nothing I can remember.

ADV REFILOE MOLEFE: Now do you know whether Mr Mti was aware of the registration of this company?

MR PETRUS STEPHANUS VENTER: No idea Chair, no idea.

ADV REFILOE MOLEFE: Did you ever meet him during the registration process?

MR PETRUS STEPHANUS VENTER: Nothing, nothing at all, only in 2013.

ADV REFILOE MOLEFE: So in registering the company what documents did you rely on?

MR PETRUS STEPHANUS VENTER: Chair I don't have any knowledge about it as I was not involved in that process.

ADV REFILOE MOLEFE: Thank you. Then can we revert back to Exhibit S8 at page 924, paragraph 8. Can you please read paragraph 8 into the record.

MR PETRUS STEPHANUS VENTER:

“At the beginning of 2016 Gavin Watson approached me to take over Concillium Business Consultants Pty Limited, a company which belonged to Dr Jurgen Smith. Dr Smith was diagnosed with cancer and wanted to exit the company as soon as he could. Concillium is a Labour Broker company who employs people for the Bosasa Group of Companies.”

ADV REFILOE MOLEFE: You've dealt with this earlier. Now in respect to of this particular paragraph in this statement do you confirm the truthfulness of that?

MR PETRUS STEPHANUS VENTER: Correct.

ADV REFILOE MOLEFE: And the following paragraph, paragraph 9 you have already dealt with. Can you then turn over to page A925, paragraph 10 of Exhibit S8. Can you



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

NOTICE IN TERMS OF RULE 3.3

TO : MR LINDA MTI
EMAIL : lindamti@yahoo.com

IN TERMS OF RULE 3.3 OF THE RULES OF THE JUDICIAL COMMISSION OF INQUIRY INTO ALLEGATIONS OF STATE CAPTURE, CORRUPTION AND FRAUD IN THE PUBLIC SECTOR INCLUDING ORGANS OF STATE (“THE COMMISSION”), YOU ARE HEREBY GIVEN NOTICE THAT:

- 1 The Commission’s Legal Team intends to present the evidence of **MR BRIAN BLAKE** (“**Mr Blake**”) at its hearing held at the Old Council Chamber of the Municipality of the City of Johannesburg, 158 Civic Boulevard Braamfontein, Johannesburg. The presentation of Mr Blake’s evidence will commence on **TUESDAY, 7 JULY 2020**, or so soon thereafter as his evidence may be heard. In the event of a change of date, it will be announced on the Commission’s website (www.sastatecapture.org.za) and in the media. The evidence in question implicates or may implicate you in unlawful, illegal or improper conduct in the respects set out below.
- 2 The allegations set out in the evidence of Mr Blake implicate or may implicate you in, *inter alia*, improper and/or unlawful conduct relative to *Bosasa*.
- 3 The statement of Mr Blake which implicates or may implicate you in the above allegations is annexed hereto marked “A”. Your attention is drawn to **paragraphs 7, 8, 31 to 41 and 44 to 49** of the statement.

- 4 **Annexures BB118 to BB327** to the statement of Mr Blake which implicate or may implicate you in the above allegations are annexed hereto marked “**B**”.
- 5 Due to the fact that you are implicated or may be implicated by the evidence of Mr Blake, you are entitled to attend the hearing at which that evidence is being presented. You are also entitled to be assisted by a legal representative of your choice when that evidence is presented. The transcript will be uploaded daily.
- 6 If you wish to:
 - 6.1 give evidence yourself;
 - 6.2 call any witness to give evidence on your behalf; or
 - 6.3 cross-examine the witnessthen you must apply, within fourteen (14) calendar days of this notice, in writing to the Commission for leave to do so.
- 7 An application referred to in paragraph 6 above must be submitted to the Secretary of the Commission. The application must be submitted with an affidavit from you in which you respond to the witness’s statement insofar as it implicates you. The affidavit must identify what parts of the witness’s statement are disputed or denied and the grounds on which they are disputed or denied.
- 8 If you wish to apply to cross-examine the witness, your application must follow the requirements of Rule 11.3. In other words, it must be a substantive application on affidavit accompanied by a notice of motion.
- 9 In the event that you believe that you have not been given a reasonable time from the issuance of this notice to the date on which the witness is to give evidence as set out above and you are prejudiced thereby, you may apply to the Commission in writing for such order as will ensure that you are not seriously prejudiced.
- 10 Please take note that even if you do not make an application under Rule 3.4:

- 10.1 in terms of Rule 3.10, the Chairperson may, at any time, direct you to respond in writing to the allegations against you or to answer (in writing) questions arising from the statement; and
- 10.2 in terms of Regulation 10(6) of the Regulations of the Judicial Commission of Inquiry into Allegations of State Capture, Corruption and Fraud in the Public Sector including Organs of State GN 105 of 9 February 2018 published in Government Gazette 41436, as amended, the Chairperson may direct you to appear before the Commission to give evidence which has a bearing on a matter being investigated.
- 11 The witness's statement and annexures provided to you are confidential. Your attention is drawn to Regulations 11(3) and 12(2)(c) governing the Commission, which make it a criminal offence for anyone to disseminate or publish, without the written permission of the Chairperson, any document (which includes witnesses' statements) submitted to the Commission by any person in connection with the Commission's inquiry.
- 12 Any response or affidavit in regard to this notice must be sent to Advocate André Lamprecht, Ms Shannon van Vuuren and Mr Warren Redcliffe at secretary@commissionsc.org.za.

DATED AT PARKTOWN ON THIS 30th DAY OF JUNE 2020



MS K B SHABALALA
Acting Secretary
Judicial Commission of Inquiry into Allegations
of State Capture, Corruption and Fraud
in the Public Sector including Organs of State

AFFIDAVIT

I, the undersigned,

BRIAN DOUGLAS BLAKE

do hereby state under oath:

1. The facts deposed to herein are true and correct and are, save where the context indicates otherwise, within my personal knowledge.
2. This affidavit is submitted for purposes of providing evidence to the Commission of Inquiry into State Capture ("**the Commission**").

Background

3. I am an adult male, 61 years of age, residing in the Gauteng area. I am the Managing Director and 50% shareholder of Blakes Travel Agency (Pty) Ltd, registration number 1970/015179/07, trading as Blakes Sure Travel ("**Blakes Travel**").
4. I have been employed at Blakes Travel since 28 June 1980 and have been the MD of the company since 14 December 1994. By virtue of my position, I have access to all the financial and travel records in relation to the travel accounts at Blakes Travel.
5. Our services include, but are not limited to the following:
 - 5.1. Making travel arrangements, including booking flights and/ or accommodation as well as arranging car hire and/or other transport requirements for the client; and
 - 5.2. Attending to client's requests.

Provision of information

6. In January 2019, Mr Angelo Agrizzi ("**Agrizzi**") testified before the Commission that various Government employees received benefits from Bosasa via travel and accommodation being booked through Blakes Travel.
7. Prior to the testimony of Mr Agrizzi, I had been approached by Colonel Smit from the South African Police Services ("**SAPS**") who required information relating to bookings made by Blakes Travel for a certain Mr Gillingham ("**Gillingham**") and Mr Mti ("**Mti**").
8. I provided this information to the SAPS and deposed to an affidavit regarding my dealings with Bosasa and Gillingham and Mti.
9. After the testimony of Agrizzi, I contacted the Commission and indicated that I had various travel records in my possession that could be of assistance to the Commission.
10. I then handed the relevant invoices and documents to the Commission, certain of which are attached to this affidavit.

Operations with Bosasa

11. The main account with Blakes Travel was in the name of Bosasa Operations (Pty) Ltd ("**Bosasa Operations**"). There was also a second account in the name of Bosasa Operations VIP ("**Bosasa VIP**"). However, over the years the account used changed as follows:
 - 11.1. During 2005, I was requested to close the Bosasa VIP account and to open a personal account in the name of Mr. A Agrizzi;
 - 11.2. During 2009, Agrizzi requested that the Mr. A Agrizzi account to be closed and a new account to be opened under the name of Mr. C Venter;
 - 11.3. During 2012, Agrizzi made a request that the Mr. C Venter account be closed and a new account under the name of Mr. JJ Venter be opened.

12. Bosasa used their Bosasa Operations account with Blakes Travel for their employees day-to-day business travel arrangements. In these instances:
 - 12.1. Blakes Travel would invoice Bosasa Operations; and
 - 12.2. Blakes Travel would be paid by Bosasa Operations via Electronic Funds Transfer ("EFT"), or in some cases, by cheque.
13. To my knowledge the Bosasa VIP and the subsequent A Agrizzi, C Venter and JJ Venter accounts were utilised:
 - 13.1. for Bosasa directors' travel arrangements;
 - 13.2. for travel and accommodation of non-directors of Bosasa, including government officials and/or private citizens that I understood Bosasa considered to be VIP's; and
 - 13.3. by Mr Agrizzi and his family as well as bookings for private travel by other Bosasa employees.
14. Bosasa Operations is one of my larger accounts, which I and my staff attend to regularly. I recall meeting Mr. Watson ("Watson") the Chief Executive Officer of Bosasa on a few occasions and I also met with Agrizzi to collect payment for the accounts as will be described further below.
15. As the MD of Blakes Travel, I am also responsible for making reservations for certain clients on a regular basis. Both I and my staff have made bookings on all the Bosasa related accounts referred to above.
16. The reservations and/or travel arrangements for the Bosasa VIP account, A. Agrizzi account, Mr C Venter account or Mr JJ Venter account were usually made in the following manner:
 - 16.1. I would usually receive a request to make travel arrangements for specific individuals via telephone on either my cell phone or my landline at Blakes Travel;
 - 16.2. These request were predominantly made by Agrizzi;

- 16.3. I was provided with the proposed traveller/s relevant details, which enabled me to make the reservations and/ or travel arrangements, which I generally attended to personally;
- 16.4. After having made the requisite reservations and/or travel arrangements, I would send confirmation to Agrizzi.

Emails reflecting arrangements between Blakes Travel and Bosasa

17. I attach hereto two emails reflecting the arrangements between Blakes Travel and Bosasa as follows:

- 17.1. The first is an email from Agrizzi to Mr Papa Leshabane ("Leshabane") dated 14 March 2016, which was copied to me. The email relates to bookings at a Jazz festival in Cape Town and how the invoicing should occur on the separate accounts. The email, which is attached hereto as **Annexure BB1**, states the following:

From: Angelo Agrizzi

Sent: 14 March 2006 10:31 AM

To: papa@bosasa.com

Subject: BRIAN BLAKES

Still haven't received a copy of the discussions regarding Blakes — pls fwd them to me — Also please note the account that these bookings will be placed under — Pref not Bosasa Operations, would you want it in VIP OR NON — TRACEABLE Regards.

Angelo

From: Papa Leshabane

Sent: 14 March 2006 10:38 AM

To: angelo@bosasa.com

Subject: RE: BRIAN BLAKES

Non traceable, I will come and brief you on this event

Papa Leshabane

Director and Head: Corporate Communications Bosasa Operations
(Pty) Ltd

From: Angelo Agrizzi <angelo@bosasa.com>

Sent: 14 March 2006 11:08

To: 'papa@bosasa.com'

'Brian Blake'

Subject: RE: BRIAN BLAKES - BOOKINGS JAZZ FESTIVAL
BOOOIGS

Brian as per Papa's requests please ensure that CLIENTS ONLY ARE INVOICED to the personal "Agrizzi" account, all staff bookings etc will go via the normal account — Papa will confirm the exceptions..."

17.2. I have searched my records for any bookings made for the Jazz Festival referred to in this email and to my knowledge no booking was made.

17.3. The second email is an email provided to me by the Commission, which is attached hereto as Annexure BB2. The email is a chain of email correspondence, certain of which is quoted below as follows:

From: Debbie Agrizzi <dcagr.jzzj2@gmail.com>

Date: Friday, 21 April 2017 at 10:07 PM

To: Peet Venter

"Attached hereto please find the statement from Blakes travel, we have highlighted as we always do our portion duly paid (see attached) the balance hereof is due by Bosasa in respect of booking for consultants ect.

Note similar reconciliations were done monthly and paid for by Dr Smith, please insure that the outstanding amount is paid to blakes travel directly..."

S.A.M

From: Angelo Agrizzi <angelQ@angeloagrizzi.com>

Date: Saturday, 22 April 2017 at 6:39 AM

To: "Biebuyck, Brian" <brian.biebuyck@hogantovells.com>, <gavin.watson@bosasa.com>, Peet Venter <peet@dah.co.za>

Subject: FW: Blakes Travel and meeting conducted

"Good Morning all, I trust you are all well.

Following our discussion yesterday morning it is apparent that we seem to "forget what transactions occurred" and in what format they were agreed to, so to avert further confusion, perhaps it is most appropriate at this time to arrange a meeting (which we agreed would take place) to clarify the control mechanisms that were implemented and the overarching instructions that originally happened, as it already appears that insinuation's are based on compromised perceptions that have an adverse affect on the integrity of the processes and persons involved - so lets clear them all up and "finalize the chapter"

Merely for your information, this is the way its been done for a few years overseen by Dr. Smith (who was pedantic at best and very diligent), you will note from the balance that is owing by Bosasa that the bookings were specifically for consultants etc., in terms of who stayed where and travelled, I have no control as I was off, but presume that the likes of Joe Gumede, Trevor Mathenjwa, Thandi Makoko, Papa Leshabane and Syvion Dhlamini would have gained approval from the relevant structures. The purpose of this account was to allow for sensitive type transaction.

Furthermore, I noticed on the recent account that travel was made for Cheeky Watson and a certain Du Toit, I have no knowledge of these, and did not approve these, I will not be in a position to verify these, as I have no interest in them whatsoever.

Dr. Smith would transfer the amounts owing to an account from Consilium / Bosasa and the account would be settled by JJ Venter with Blake's Travel, the arrangement was that all the invoicing would then remain free of any

attachment to the Bosasa Group. Invoices were signed off by Dr. Smith and normally Carlos Boniface pursuant to verification and approval.

Due to the fact that I only saw Dr. Smith last on the 18th December 2016, one of the things he requested was that I handle the matter with Mr. Pet Venter, at the time the invoices were delivered, I was ill, and could not attend to them, and hence the invoices hadn't been paid, I however did tell Mr. Pet Venter that the amounts were in fact outstanding and still needed to be reconciled as early as January 2017.

The invoices were always hand delivered, Brian Blake only delivered the invoices on Wednesday the 19th April 2017, and hence the reconciliation has just been completed.

I would suggest that pursuant to queries / allegations regarding the use of the account prior for the last few years, be audited by Mr. Venter privately so that the people using the account are not compromised to the general staff. I cannot be held accountable for any leaks that might occur since I have last been in office, as it appears that the matter has become a subject of discussion amongst general accounts employees, and hence as I have no need for such an account I have closed it accordingly.

I must also add I will not let our driver take the original invoices through due to the confidentiality of the invoices, as per the arrangement with the late Dr. J Smith, he would submit an invoice to Bosasa, and keep all the travel vouchers with himself in his safe, as we did not want the Accounts Department staff to be privy to all the travel arrangements made - this was as agreed with all the directorate, that Dr. Smith would provide full oversight.

The actual invoices are at our residence, albeit we are travelling this evening, Mr. Peet Venter can arrange to collect them..."

From Peet Venter

On 05 May 2017, at 20:50, Peet Venter / Associate Professional Accountant (S.A) General Tax Practitioner (S.A) TM D'Arcy-Herrman & Co Inc, wrote:

Subject: Re: Blakes Travel and meeting conducted

We have requested Blakes to amend the invoices and separate them accordingly. We are awaiting the amended invoices from Blakes in order for us to settle the outstanding amount.

From: Angelo Agrizzi

Date: 05 May 2017

To: Peet Venter <peet@dah.co.za>

Cc: Brian Biebuyck <brianbiebs@outlook.com> brian@blaketravel.co.za

George Venter Maseng Viljoen <peet@dah.co.za> **Subject:** Re: Blakes Travel and meeting conducted

"That's fine I've closed the account the outstanding amounts are quite simply for Bosasa's account I will not be sorting through any of the invoices

As far as I am concerned I cannot be held liable for the Directors booking HEADS OF GOVERNMENT DEPARTMENTS AND POLITICIANS INTO HOTELS ETC

So it would be appreciated if the matter is sorted unlike the Watson's I have integrity when it comes to paying bills, Gavin has a reputation of conveniently forgetting what he allowed and if he doesn't pay Brian must then refer the accounts to the respective people and politicians that travelled.."

18. With regards to the two emails above, I can state that although I was not privy to the internal emails between Agrizzi and the other individuals in May 2017, I can confirm that:

- 18.1. They accurately describe the process followed in respect of the arrangements between the accounts and payments to Blakes Travel;
- 18.2. After 2009, the invoices were always hand delivered by me, normally to Agrizzi and/ or Dr Jurgen Smith ("Dr Smith");
- 18.3. I would normally collect cash from Agrizzi as payment, normally at the Bosasa offices, although Ms Agrizzi also paid me in cash and on certain occasions I also went to Agrizzi's residence to collect the payment;

- 18.4. In May 2017, a reconciliation was conducted of what was outstanding on the accounts, and the balance was paid by Mr Agrizzi in cash, which I collected from him at his residence in Helderfontein.
19. In respect of the statement that *"Dr. Smith would transfer the amounts owing to an account from Consilium / Bosasa and the account would be settled by JJ Venter with Blake's Travel, the arrangement was that all the invoicing would then remain free of any attachment to the Bosasa Group."* In this regard, I would like to say that:
- 19.1. I am unaware as to the internal transfers between the Bosasa companies, but it is correct that the process was controlled by Dr Smith; and
- 19.2. Where reference is made to the account being settled by *"JJ Venter"*, I understand this to refer to Agrizzi's father-in-law. The payments, however, were made by Agrizzi and his wife.

Supporting information provided by Blakes Travel

20. I have provided the Commission with copies of invoices from the various accounts held by Bosasa with Blakes Travel as referred to above, from which they have extracted certain invoices, which they deem to be pertinent.
21. These invoices have been collated into a consolidated spreadsheet, which is attached hereto as **Annexure BB3**.
22. The invoices supporting the information are attached to the spreadsheet per the annexure numbers referred to in the last column of the spreadsheet. These are numbered from **Annexure BB4** to **Annexure B108**.
23. I have examined the documentation and/ or records provided in the annexures attached hereto and confirm that these are a true reflection of the documents and/ or records at Blakes Travel.
24. I have provided the Commission with copies of the cash receipts I issued under the JJ Venter account that I have in my possession. The original books are with

the police and the copies in my possession are not all legible. As an example of the extent of the business on the JJ Venter account I have included a table below of the cash receipts on this account for the 2015 calendar year as follows:

Date	Cash receipt	Amount (R)
12-Feb-15	43057	172 860,00
05-Mar-15	43077	42 000,00
01-Apr-15	43099	50 000,00
14-May-15	43116	30 000,00
04-Jun-15	43124	55 040,00
29-Jul-15	43153	30 000,00
07-Aug-15	43165	59 600,00
01-Sep-15	43175	134 000,00
30-Oct-15	43203	140 000,00
08-Dec-15	43232	67 200,00
Total		780 700,00

Individuals booked for by Blakes Travel

25. I have not independently confirmed the identity of the individuals listed in the schedule attached to this affidavit. I believe this has been performed by the Commission by obtaining documentation from the service providers that we used.

26. There are however certain invoices that require elaboration and/ or clarification, which I will provide as follows:

27. F C Bopape / J Orren / S Xulu

27.1. In respect of a booking made at the Palace of the Lost City, a letter dated 07 January 2016, was addressed to "Mem of Exec Council F C Bopape" stating the following:

"Dear Mem of Exec Council F C Bopape

Thank you for selecting The Palace of the Lost city at Sun city. We are pleased to confirm your reservation as follows:

Arrival Date: 08-JAN-16; Departure Date: 11-JAN-16

S.A.M.

Room Type: 1 X Superior Luxury Room

Adults/ children 2/0

Daily Rate ZAR 3,422.00 ..."

- 27.2. The reservation name was however later changed to "Orren" per an email from the Lost City as follows:

"From: Christina Motloung <christina.motloung@suninternational.com>

Sent: 08 January 2016 05:42 PM

To: brian@blaketravel.co.za

cc: Christina Motloung

Subject: RE: res no 4682560 senny gaolalwe

Good Afternoon

Please note that your client had done the name change Jade Orren, confirm if it is OK with you. Regards Christina"

- 27.3. The booking detail is as follows:

Guest Name	Family Jade Orren	Hotel Name	The Palace of the Lost City at Sun City
Arrival Date	08/01/16	Departure Date	10/01/16
Room No.	428	Group Block	
Adults	2	AR Number	
Children		Rate Code	MISCDISC
Payment	MC	ORS Res No.	14853756
Room Nights	2	PMS Res No.	4682560
Invoice No.	378328	Printed By	
Voucher No.	131	Check In Time	14:48

- 27.4. A review of the invoice detail reflects the additional name of Sicelo Xulu as follows:

Date	Description	Description	Amount
08/01/16	Master Card		-20,532.00
08/01/16	Master Card		-1,872.98
08/01/16	Palace Food Snack Bar Gratuities	Room# 428 : CHECK* 0101313	1,595.00
08/01/16	Palace Food Snack Bar Gratuities	Room# 428 : CHECK* 0101313	500.01
08/01/16	In Room Dining Beverage Palace	Room* 428 • CHECK# 0050909	805.00
08/01/16	In Room Dining Gratuities Palace	Room# 428 • CHECK# 0050909	80.00
08/01/16	Car Wash	03054 Orren Jade #405 Orren Jade #426	50.00
08/01/16	Accommodation	Routed From Orren Jade Of Room #405	3,422.00
08/01/16	Accommodation		3,422.00
08/01/16	Accommodation	Routed From Xulu Sicelo Of Room #441	4,358.49
09/01/16	In Room Dining Beverage Palace	Room# 428 : CHECK# 0051098	2,970.00
09/01/16	In Room Dining Food Palace	Room# 428 CHECK// 0051124	510.00
09/01/16	In Room Dining Beverage Palace	Room# 428 • CHECK# 0051124	1,780.00
09/01/16	In Room Dining Food palace	Room# 428 • CHECK# 0051121	1,155.00
09/01/16	In Room Dining Beverage Palace	Room# 428 • CHECK# 0051121	1,345.00
09/01/16	Accommodation	Routed From Orren Jade Of Room #405	3,422.00
09/01/16	Accommodation		3,422.00
09/01/16	Accommodation	Routed From Xulu Sicelo Of Room # 441	4,358.49
10/01/16	In Room Dining Food Palace	Room# 428 : CHECK# 0051191	660.00
10/01/16	Visa Card		-11,450.00
	Total Incl. VAT		33,854.98

27.5. I am not able to independently confirm the identity of the guests that stayed at the Palace of the Lost City, nor why the name of the booking changed. We as Blakes Travel paid the invoice and were in turn paid by Agrizzi under the JJ Venter account;

27.6. Copies of these documents are attached hereto as **Annexure BB109**.

28. Cedrick Frolick

28.1. Tables reflecting the invoices issued which refer to Mr Cedrick Frolick will be inserted below and discussed as follows:

Invoice 25254

28.2. Over the time of the Soccer world cup in South Africa, which I note was over the period 11 June to 11 July 2010, invoice 25254 was issued to the C Venter account in the amount of R5 013.59, with the following description:

No.	Supplier	Invoice No.	Date of Invoice	Invoice addressed to	Description on Invoice	Total amount on invoice (R)
1	City Lodge OR Tambo	25254	10/06/2010	C. Venter	CITY LODGE - OR TAMBO (ONLINE THE LODGER CLUB) 10/06/10 - 12/06/10	5 013,59

28.3. In this regard I have provided the Commission with a copy of a proforma invoice dated from City Lodge, which was for R4,500.62 and reflects the "Payment Type: Credit Card". A copy of this invoice is attached as **Annexure BB110**, which reflects that the booking was made for "Cedrick Frolick".

28.4. In this regard I can state that this invoice was billed to the C Venter account for R5 013.59. I believe the credit card was only held as a guarantee as the invoice to C Venter was paid in cash as per the procedure at the time, which I would have collected from Mr or Ms Agrizzi.

28.5. My records reflect that although the booking was for two nights, the stay ended up being for one night only; however, due to that this was over the period of the Soccer World Cup, there was no refund passed for the second night and the entire amount was paid.

Invoice 27255 and BT 8224

No	Supplier	Invoice No	Date of Invoice	Invoice addressed to	Description on Invoice	Total amount on Invoice (R)
1	City Lodge OR Tambo	27255	14/09/2010	EP Rugby C/O Mr D. Watson	CITY LODGE OR TAMBO VHR-25856 GUEST FROLICH MR C 21/8/2010-22/8/2010	2 744,28
2	Europe Car	BT 8224	29/08/2013	Eastern Province Rugby (Pty) Ltd	DOC. NO: 22991343 DRIVER: MR. C.T. FROLICK 22/08/13 - 23/08/13 PE AIRPORT	766,97

28.6. In respect of the invoice 27255, I have provided the Commission with email correspondence, which is attached as **Annexure BB111**. Certain extracts from the email is as follows:

"From: Jurgen Smith <jurgen@icon.co.za>

Sent: 14 December 2010 05:11 PM

To: Angelo Agrizzi

Subject: FW: Invoice from Sure Blakes Travel Agency (Pty) Ltd

Attachments: qbemail.pdf

"Angelo,

Cheeky told me that this invoice must also be paid by Bosasa.

Please advise,

Doc"

28.7. Attached to the aforementioned email was invoice 27255 in the amount of R2 744,28, for 'accommodation' at the 'City Lodge OR Tambo with reference "VHR-25856 GUEST FROLICH MR C 21/8/2010- 22/8/2011";

28.8. This invoice was initially issued to Eastern Province Rugby; however, it was later changed to C Venter;

28.9. This was then paid in cash as per the procedure at the time, which I would have collected from Mr or Ms Agrizzi;

28.10. The invoice reflects that this was for the period 21/8/2010 to 22/8/2010 and to my recollection this was for the final or one of the final games at the soccer world cup.

28.11. Invoice BT 8224 was issued to Eastern Province Rugby for a car hire from Europcar over the same period 22/08/2013 – 23/08/2013, where the driver was Mr C T Frolick PE Airport;

28.12. This second invoice was paid for by Eastern Cape rugby.

Additional invoices

28.13. Additional invoices referring to Mr Frolick are as follows:

N o	Supplier	Invoice No	Date of Invoice	Invoice addressed to	Description on Invoice	Total amount on Invoice (R)
1	Town Lodge George	29656	23/12/2010	EP Rugby C/O Mr D.Watson	TOWN LODGE GEORGE VHR: 25879 FROLICH C DATE: 10/12/10 - 12/12/10	1 697,40
2	Town Lodge George	29658	23/12/2010	EP Rugby C/O Mr D.Watson	TOWN LODGE GEORGE VHR: 25879 FROLICH C DATE: 10/12/10 - 12/12/10	1 607,40
3	Town Lodge George	30002	14/01/2011	EP Rugby C/O Mr D.Watson	TOWN LODGE GEORGE VHR: 25879 FROLICH C DATE: 10/12/10 - 12/12/10	2 160,80
4	South African Airways	BT 12823	04/10/2014	Frolic Cedrick Mr	Ms Lauren Goliath ROUTE CPT-PLZ SA1823/17APR	2 593,60

28.14. The first three invoices were paid by Eastern Cape Rugby. I am not aware of the internal arrangements between them and Mr Frolick.

28.15. In respect of the final invoice, there was an email sent to me dated 22 April 2014 which stated "Cedrick Frolick dropped off a cheque for payment for Lauren Goliath for R2 593.60, so want to deposit it today for you (Cheque is made out to Blakes)".

28.16. The email came from someone at Eastern Cape Rugby and I understood that Mr Frolick sponsored the travel of Ms Goliath, one of the Eastern Cape rugby players.

29. Syvion Dlamini

29.1. In respect of Mr Syvion Dlamini, as well as other Bosasa employees, it must be noted that in numerous instances bookings were made for accommodation in the name of the employee. However, we as Blakes Travel, would not know the details of the individuals that were booked to stay at the accommodation.

29.2. I have included below an example of an invoice issued by Blakes travel for a booking made in the name of Mr Syvion Dlamini, where the booking was made for three rooms for unknown parties:

No	Supplier	Invoice No	Date of Invoice	Invoice addressed to	Description on Invoice	Total amount on Invoice (R)
1	Tsogo Sun Garden Court Milpark	BT 21292	30-Sep-15	Mr J J Venter	GARDEN COURT MILPARK - VHR:37843 S. DLAMINI & PARTY 04/09/15 - 06/09/15 FOLIO 167972/71129 ROOM 106 GARDEN COURT MILPARK VHR:37843 S.DLAMINI & PARTY 04/09/15 - 06/09/15 FOLIO 167963/71126 ROOM 142 GARDEN COURT MILPARK VHR:37843 S. DLAMINI & PARTY 04/09/15 - 06/09/15 FOLIO 167973/71130 ROOM 112	8 478,43

29.3. I am not able to confirm the identities or provide further details of the individuals for whom Blakes Travel made the bookings referred to in the attached schedule. The information on the invoices is that which was provided by Bosasa when we made the bookings.

Other individuals

30. The schedule attached to this affidavit provides the detail of the travel and accommodation as well as the cost associated therewith. A summary of the names of other individuals, excluding Gillingham and Mti, is as follows:

- 30.1. Katleho Mokonyane;
- 30.2. Mohamed Moorad;
- 30.3. Dudu Myeni;
- 30.4. Trevor Fourie;
- 30.5. B Smith;
- 30.6. Vusi Mbasela;
- 30.7. B Njenje;
- 30.8. Joel Mbatha;
- 30.9. Peter Daluxolo;
- 30.10. Phumlani Seyema;
- 30.11. Jacobus Du Toit;
- 30.12. Gavin Watson;
- 30.13. S Seopela;
- 30.14. William Mansell;
- 30.15. Andries Van Tonder;
- 30.16. Angelo Agrizzi.

Gillingham and Mti

31. Due to the testimony of Agrizzi before the Commission regarding Gillingham and Mti, I will deal with their travel and accommodation separately as follows:
32. In 2004-2005, I was unaware that Mti and/or Gillingham were senior government officials employed by the Department of Correctional Services ("DCS").
33. I came to know that Gillingham and Mti were employees of DCS in around 2014 when I was approached by Colonel Smit from the police.
34. To my recollection, I never personally met with Gillingham or Mti, or any of their direct family. I recall that on one occasion I spoke to Gillingham in 2007, regarding his visa for a boat cruise around the Mediterranean. This was to ensure that he and his wife, Mrs T Gillingham, had visa's and whether they had travel insurance for the trip.
35. I do not recall speaking with Mti and/ or any of his direct family.
36. I am reasonably sure that Blakes Travel never received any funds and/or money from Gillingham, Mti and or their direct family and can find no accounting record reflecting any such payment.
37. Initially, from 2004, I made reservations for Gillingham and Mti under the Bosasa Operations account. This arrangement was changed at a later stage and any reservations for them were then made under the subsequent Bosasa VIP, Agrizzi and Venter accounts.
38. The bookings and/ or travel arrangements of Gillingham and Mti and their direct family members was predominately paid for in cash for by either Mr Agrizzi, and from 2009, by Mrs Agrizzi.
39. The exceptions to this were:
 - 39.1. Prior to 2006, where payments were made via EFT or cheque for bookings made under the Bosasa VIP account;

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- 39.2. Payments made via EFT or cheque for bookings made under the Bosasa Operations account;
- 39.3. A payment made by a Mr Mansell for the travel of Mr and Mrs Gillingham as will be described further below.
40. The reservations on the Bosasa Operations account was paid for by Agrizzi using either an American express credit card at Blakes Travel or paid for by EFT or cheque or cash.
41. I have searched records at Blakes Travel relating to Gillingham and Mti and have provided these to the Commission. I handed the documentation relating to Gillingham to the SAPS; which has now been provided to the Commission.

Gillingham

42. A table reflecting the travel booked for Gillingham and his apparent family by Blakes travel, is reflected in the table below:

Date from	Description	Service To	Amount paid	Payment received from/ Email received from	Annex BB
2004/04/28	Flights Jnb/Plz/Jnb per invoice number 67270	P Gillingham	R1 653.00	Unconfirmed (detailed Ledger for Bosasa Operations)	112
2004/04/28	Flights Jnb/Plz/Jnb per invoice number 67266	Mansell	R1 368.00	Unconfirmed (detailed Ledger for Bosasa Operations)	113
2006/07/27	European trip for Mr and Mrs Gillingham	Mr Patrick Gillingham and Ms Theresa Gillingham	R 62 810.00	Mansell	114
2007/02/15	Avis rent a car from and returned to Grand Central airport	Mr Patrick Gillingham	R 15 202.63	Mr A Agrizzi	115
2007/04/14	Avis rent a car	Mr Patrick Gillingham	R 24 971.98	Mr A Agrizzi	116

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43.5.2. A second vehicle was hired for Gillingham from the Grand Central in Johannesburg, over the period 18 March 2007 until 12 April 2007, at a cost of R24 971.98.

43.5.3. These were paid for by Agrizzi.

43.6. I confirm that did not receive any direct payment from Mr or Mrs Gillingham towards any of the aforementioned travel or accommodation.

Mti

44. The detail of the travel booked for Mti and his apparent family by Blakes travel is too voluminous to include within this affidavit. Hence a separate spreadsheet is attached hereto with the supporting invoices.
45. These invoices are attached to the spreadsheet as **Annexure BB118** to **Annexure BB327**.
46. Additional invoices do exist in respect of Mti which were provided to the police for periods prior to what has been provided to the Commission. What is attached are the invoices to Mti and his apparent family over the period October 2012 to January 2017, which amount to a total value of **R1 234 481,11**.
47. The bookings made in the surname of Mti and/ or individuals booked together with Mti are as follows:
- 47.1. Linda Mti;
 - 47.2. T.N. Ntjana (whom I understand to be his wife)
 - 47.3. S. Mti;
 - 47.4. Vukani Mti;
 - 47.5. A Mti.
48. From the records at Blakes Travel, I am able to state that the travel and accommodation specified in the attached invoices did occur and that payment

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for the reservations for the afore-mentioned individuals was received from Mr Agrizzi or Mrs Agrizzi in cash as described above.

49. I can confirm that neither Mti nor any of his direct family made payments for their travel expenses at Blakes Travel.

Computer records

50. I heard from National Television during the Commission that Van Tonder alleges that he and/ or Agrizzi took five computers from Blake's Travel and buried them. After burying the computers, he alleges that Bosasa purchased five new computers and gave them to Blake's Travel.
51. I do not agree with this allegation as neither I, nor any of my staff, do ever recall this happening. Our computers have only been attended to by our service providers, GDS systems, Galileo and Amadeus or by Blake's Travel's Information Technology consultant.
52. After watching the testimony, where Agrizzi and Van Tonder discussed the provision of travel and accommodation benefits to other senior government individuals via Blakes Travel, I realised that I needed to give further information about Blake's Travel's dealings with Bosasa. I was also concerned about my information being tampered with.
53. As a result, I contacted Advocate De Kock, the former prosecutor in the criminal matter, who advised me to contact the investigating officer.
54. I then contacted the current investigating officer of the matter and requested that the police image Blake Travels computers, so that our information would be secured.
55. As a result, on 04 February 2019, members of the police arrived at my offices to download information from my computers and server. This was done together with the assistance of the System Administrator at Blakes Travel.

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I know and understand the contents of this affidavit.

I have no objection in taking the prescribe oath.

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

BBlake

Brian Blake

I certify that the deponent has acknowledged that he knows and understands the content of this statement. This statement was sworn to before me and the deponent's signature placed thereon in my presence at Randfontein on this the 28th day of November 2019.



2019-11-28 21:06

Randfontein

Majorsveld

34 Mungaham Road

Randfontein

Capt

SA POLICE
SA POLICE

S.A.M.



S.A.M.
K.

Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	05/Oct/2012	110

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Customer Order No	Terms	Consultant
	Net 30	

Item	Description	Qty	Rate	Amount	VAT
BUDGET CAR	LS38862F01/A1 DRIVER MTI MR R 20/9/2012-25/9/2012 LANSERIA	1	7 644,30	7 644,30	S
REFUELLING CHARGES		1	659,97	659,97	Z
SERVICE FEE	VOUCHER 9274729	1	130,00	130,00	S

VAT Summary

Rate	VAT	NET	Subtotal	
				R8 434,27
S@14,0%	1 088,40	7 774,30		
Z@0,0%	0,00	659,97		
TOTALS	1 088,40	8 434,27	VAT Total	R1 088,40
			Total	R9 522,67

Banking Detail:
Bank: FNB
Account Name: Blakes Travel Agency (Pty) Ltd
Acc Nr: 51260082627
Branch Code: 250341

TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034



S.A.M.

Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	10/Oct/2012	234

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Customer Order No	Terms	Consultant
	Net 30	

Item	Description	Qty	Rate	Amount	VAT
AVIS CAR RENTAL	728734941 DRIVER MTI MR R 4/10/2012-6/10/2012 EAST LONDON	1	3 775,63	3 775,63	S
REFUELLING CHARGES		1	531,45	531,45	Z
SERVICE FEE	VOUCHER 4710933	1	130,00	130,00	S

VAT Summary

Rate	VAT	NET	Subtotal	R4 437,08
S@14,0%	546,79	3 905,63		
Z@0,0%	0,00	531,45		
TOTALS	546,79	4 437,08	VAT Total	R546,79
			Total	R4 983,87

Banking Detail:

Bank: FNB

Account Name: Blakes Travel Agency (Pty) Ltd

Acc Nr: 51260082627

Branch Code: 250341

TEL NR: (011) 693-3761

FAX NR: (011) 693-3765

(011) 693-4034



S.A.M.

Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760




Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	18/Oct/2012	436

Invoice To
MR J J VENTER



TRAVEL AGENCY (PTY) LTD

Reg. No. 70/15179/07

		Customer Order No	Terms	Consultant	
			Net 30	BB	
Item	Description	Qty	Rate	Amount	VAT
ACCOMMODATION	SOUTHERN SUN EMNOTWENI SUN VHR-32130 GUEST MTI MR R 10/9/2012-12/9/2012 INV 50438/22157	1	2 652,62	2 652,62	S
NON VATABLE ITEMS		1	20,00	20,00	Z
SERVICE FEE		1	270,00	270,00	S
VAT Summary			Subtotal	R2 942,62	
Rate	VAT	NET	VAT Total	R409,17	
S@14,0%	409,17	2 922,62	Total	R3 351,79	
Z@0,0%	0,00	20,00			
TOTALS	409,17	2 942,62			
Banking Detail: Bank: FNB Account Name: Blakes Travel Agency (Pty) Ltd Acc Nr: 51260082627 Branch Code: 250341		TEL NR: (011) 693-3761 FAX NR: (011) 693-3765 (011) 693-4034		 	
					

S.A.M.
BB

Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	18/Oct/2012	447

Invoice To
MR J J VENTER



TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Customer Order No		Terms		Consultant	
		Net 30		BB	
Item	Description	Qty	Rate	Amount	VAT
ACCOMMODATION	SOUTHERN SUN HEMMINGWAYS HOTEL VHR: 32432 MTI R MR DATE: 05/10/12 - 06/10/12	1	1 627,25	1 627,25	S
NON VATABLE ITEMS		1	24,00	24,00	Z
SERVICE FEE		1	125,00	125,00	S
VAT Summary			Subtotal		
Rate	VAT	NET	R1 776,25		
S@14,0%	245,32	1 752,25	VAT Total		
Z@0,0%	0,00	24,00	R245,32		
TOTALS	245,32	1 776,25	Total		
			R2 021,57		

Banking Detail:
Bank: FNB
Account Name: Blakes Travel Agency (Pty) Ltd
Acc Nr: 51260082627
Branch Code: 250341

TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034

sure travel



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Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207

Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	29//Oct/2012	757

Invoice To
MR J J VENTER



TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Customer Order No		Terms		Consultant	
		Net 30		BB	
Item	Description	Qty	Rate	Amount	VAT
SOUTH AFRICAN AIRWAYS	TICK. 2271 561 224 PASSENGER: MR. R. MTI ROUTE: JNB-ELS-JNB 04/10/12 - 06/10/12	1	2 500,00	2 500,00	S
AIRPORT TAXES		1	1 062,00	1 062,00	Z
SERVICE FEE		1	175,00	175,00	S
VAT Summary			Subtotal		
Rate	VAT	NET	R3 737,00		
S@14,0%	374,50	2 675,00	VAT Total		
Z@0,0%	0,00	1 062,00	R374,50		
TOTALS	374,50	3 737,00	Total		
			R4 111,50		

Banking Detail:

Bank: FNB

Account Name: Blakes Travel Agency (Pty) Ltd

Acc Nr: 51260082627

Branch Code: 250341

TEL NR: (011) 693-3761

FAX NR: (011) 693-3765

(011) 693-4034



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BB

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760**Tax Invoice**

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	29//Oct/2012	767

**TRAVEL AGENCY (PTY) LTD**
Reg. No. 70/15179/07

Invoice To
MR J J VENTER

Customer Order No		Terms		Consultant	
		Net 30		BB	
Item	Description	Qty	Rate	Amount	VAT
ACCOMMODATION	HOTEL SAVOY - VHR: 32431	1	951,75	951,75	S
SERVICE FEE	GUEST: MR. R. MTI 04/10/12 - 05/10/12	1	85,00	85,00	S
VAT Summary					
Rate	VAT	NET	Subtotal		
S@14,0%	145,15	1 036,75			
TOTALS	145,15	1 036,75	VAT Total		
			Total		
			R1 036,75		
			R145,15		
			R1 181,90		

Banking Detail:Bank: FNB
Account Name: Blakes Travel Agency (Pty) Ltd
Acc Nr: 51260082627
Branch Code: 250341TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034S.A.M.
[Signature]

Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	30/Oct/2012	816

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 7015179r07

Customer Order No	Terms	Consultant
	Net 30	BB

Item	Description	Qty	Rate	Amount	VAT
HERTZ CAR RENTAL	DOC. NO: 82448478-1 DRIVER: MR. R. MT1 15/10/12 - 18/10/12	1	4 574,49	4 574,49	S
REFUELLING CHARGES		1	494,35	494,35	Z
SERVICE FEE		1	130,00	130,00	S
VAT Summary			Subtotal	R5 198,84	
Rate	VAT	NET	VAT Total	R658,63	
S@14,0%	658,63	4 704,49	Total	R5 857,47	
Z@0,0%	0,00	494,35			
TOTALS	658,63	5 198,84			

Banking Detail:
Bank: FNB
Account Name: Blakes Travel Agency (Pty) Ltd
Acc Nr: 51260082627
Branch Code: 250341

TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034



S-A-M-

Tax Invoice

Blakes Travel Agency (Pty) Ltd


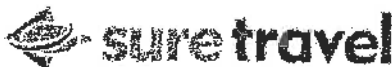

P.O. Box 207
Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	07/Nov/2012	1030

Invoice To
MR J J VENTER



TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

			Customer Order No	Terms	Consultant
				Net 30	BB
Item	Description	Qty	Rate	Amount	VAT
BUDGET CAR	LS38862F01/A1 DRIVER MTI MR R 20/9/2012-25/9/2012 LANSERIA TRAFFIC FINE REFER TO INV 110	1	192,98	192,98	S
SERVICE FEE		1	50,00	50,00	S
VAT Summary			Subtotal R242,98		
Rate	VAT	NET	VAT Total R34,02		
S@14,0%	34,02	242,98	Total R277,00		
TOTALS	34,02	242,98			
Banking Detail: Bank: FNB Account Name: Blakes Travel Agency (Pty) Ltd Acc Nr: 51260082627 Branch Code: 250341		TEL NR: (011) 693-3761 FAX NR: (011) 693-3765 (011) 693-4034		  	

sure travel



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Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	16/Nov/2012	1317

Invoice To
MR J J VENTER



TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Customer Order No	Terms	Consultant
	Net 30	BB

Item	Description	Qty	Rate	Amount	VAT
AVIS CAR RENTAL	616995256 DRIVER MRI MR R 9/11/2012-11/11/2012 PORT ELIZABETH	1	1 861,41	1 861,41	S
REFUELLING CHARGES	VOUCHER	1	289,38	289,38	Z
SERVICE FEE		1	130,00	130,00	S
VAT Summary			Subtotal		
Rate	VAT	NET	R2 280,79		
S@14,0%	278,80	1 991,41	VAT Total		
Z@0,0%	0,00	289,38	R278,80		
TOTALS	278,80	2 280,79	Total		
			R2 559,59		

Banking Detail:
Bank: FNB
Account Name: Blakes Travel Agency (Pty) Ltd
Acc Nr: 51260082627
Branch Code: 250341

TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034

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Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	27//Nov/2012	1543

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Invoice To
MR J J VENTER

Customer Order No	Terms	Consultant
	Net 30	BB

Item	Description	Qty	Rate	Amount	VAT
ACCOMMODATION	PAXTON HOTEL - PORT ELIZABETH VHR: 32461 MTI R MR DATE: 09/11/12 - 11/11/12	1	1 610,53	1 610,53	S
SERVICE FEE		1	160,00	160,00	S
VAT Summary			Subtotal		
Rate	VAT	NET	R1 770,53		
S@14,0%	247,87	1 770,53	VAT Total		
TOTALS	247,87	1 770,53	R247,87		
			Total		
			R2 018,40		

Banking Detail:

Bank: FNB
Account Name: Blakes Travel Agency (Pty) Ltd
Acc Nr: 51260082627
Branch Code: 250341TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034S.A.M.
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Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760




Tax Invoice

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	27//Nov/2012	1585

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/18179/07

		Customer Order No		Terms		Consultant	
				Net 30		BB	
Item	Description	Qty	Rate	Amount	VAT		
SOUTH AFRICAN AIRWAYS	TICK. NO: 2622 984 429 PASSENGER: MR. R. MTI ROUTE: JNB-DUR-JNB	1	2 400,00	2 400,00	S		
AIRPORT TAXES		1	1 110,00	1 110,00	Z		
AGENTS FEE		1	170,00	170,00	S		
VAT Summary							
Rate			VAT			NET	
S@14,0%			359,80			2 570,00	
Z@0,0%			0,00			1 110,00	
TOTALS			359,80			3 680,00	
			Subtotal			R3 680,00	
			VAT Total			R359,80	
			Total			R4 039,80	
Banking Detail:							
Bank: FNB							
Account Name: Blakes Travel Agency (Pty) Ltd		TEL NR: (011) 693-3761					
Acc Nr: 51260082627		FAX NR: (011) 693-3765					
Branch Code: 250341		(011) 693-4034					





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Tax Invoice

Blakes Travel Agency (Pty) Ltd



P.O. Box 207
Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	14//Dec/2012	2013

Invoice To
MR J J VENTER



TRAVEL AGENCY (PTY) LTD
Reg. No. 70/16179/07

		Customer Order No	Terms	Consultant	
			Net 30	BB	
Item	Description	Qty	Rate	Amount	VAT
ACCOMMODATION	THE PAXTON HOTEL VHR-32467 GUEST MTI MR L 30/11/2012-1/12/2012	1	960,53	960,53	S
SERVICE FEE	INV 462822	1	110,00	110,00	S
VAT Summary					
Rate	VAT	NET	Subtotal R1 070,53		
S@14,0%	149,87	1 070,53	VAT Total R149,87		
TOTALS	149,87	1 070,53			
			Total R1 220,40		
Banking Detail: Bank: FNB Account Name: Blakes Travel Agency (Pty) Ltd Acc Nr: 51260082627 Branch Code: 250341		TEL NR: (011) 693-3761 FAX NR: (011) 693-3765 (011) 693-4034		 	

S.A.M.

Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	31//Dec/2012	2211

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Invoice To
MR J J VENTER

Customer Order No		Terms		Consultant	
		Net 30		BB	
Item	Description	Qty	Rate	Amount	VAT
ACCOMMODATION	ROYAL PALM HOTEL - VHR:32464 GUEST: MR. R. MTI 21/12/12 - 22/12/12	1	1 421,05	1 421,05	S
SERVICE FEE		1	125,00	125,00	S
VAT Summary					
Rate			Subtotal		
VAT			R1 546,05		
NET					
S@14,0%			VAT Total		
TOTALS			R216,45		
			Total		
			R1 762,50		

Banking Detail:

Bank: FNB

Account Name: Blakes Travel Agency (Pty) Ltd

Acc Nr: 51260082627

Branch Code: 250341

TEL NR: (011) 693-3761

FAX NR: (011) 693-3765

(011) 693-4034



SAM

Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	31/Dec/2012	2216

Invoice To
MR J J VENTER



TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Customer Order No	Terms	Consultant
	Net 30	BB

Item	Description	Qty	Rate	Amount	VAT
ACCOMMODATION	CITY LODGE BLOEMFONTEIN - VHR: 32481 GUEST: MR. L. MTI 14/12/12 - 17/12/12	1	3 305,26	3 305,26	S
SERVICE FEE		1	365,00	365,00	S

VAT Summary

Rate	VAT	NET	Subtotal	R3 670,26
S@14,0%	513,84	3 670,26	VAT Total	513,84
TOTALS	513,84	3 670,26	Total	R3 184,10

Banking Detail:
Bank: FNB
Account Name: Blakes Travel Agency (Pty) Ltd
Acc Nr: 51260082627
Branch Code: 250341

TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034

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BB

Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	31//Dec/2012	2224

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

		Customer Order No	Terms	Consultant	
			Net 30	BB	
Item	Description	Qty	Rate	Amount	VAT
SOUTH AFRICAN AIRWAYS	TICK. NO: 2623 059 242 PASSENGER: MR. L. MTI ROUTE: JNB-PLZ-JNB 29/11/12 - 01/12/12	1	2 830,00	2 830,00	S
AIRPORT TAXES		1	1 118,00	1 118,00	Z
SERVICE FEE		1	200,00	200,00	S
VAT Summary			Subtotal	R 4 148,00	
Rate	VAT	NET	VAT Total	R 512,20	
S@14,0%	424,20	3 030,00	Total	R 4 660,20	
Z@0,0%	0,00	1 118,00			
TOTALS	424,20	4 148,00			
Banking Detail:					
Bank: FNB					
Account Name: Blakes Travel Agency (Pty) Ltd		TEL NR: (011) 693-3761			
Acc Nr: 51260082627		FAX NR: (011) 693-3765			
Branch Code: 250341		(011) 693-4034			
		sure travel			

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Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207

Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	31//Dec/2012	2231

Invoice To
MR J J VENTER



TRAVEL AGENCY (PTY) LTD
Reg. No. 70/16179/07

		Customer Order No	Terms	Consultant
			Net 30	BP
Item	Description	Qty	Rate	Amount VAT
SOUTH AFRICAN AIRWAYS	TICK. NO: 2623 059 421 PASSENGER: MR. L. MTI ROUTE: JNB-BFN-JNB 14/12/12 - 17/12/12	1	2 380,00	2 380,00
AIRPORT TAXES		1	1 019,00	1 019,00
SERVICE FEE		1	170,00	170,00
VAT Summary			Subtotal	R2 550,00
Rate	VAT	NET	VAT Total	57,00
S@14,0%	357,00	2 550,00	Total	R2 607,00
Z@0,0%	0,00	1 019,00		
TOTALS	357,00	3 569,00		
Banking Detail:				
Bank: FNB				
Account Name: Blakes Travel Agency (Pty) Ltd				
Acc Nr: 51260082627				
Branch Code: 250341				
		TEL NR: (011) 693-3761		
		FAX NR: (011) 693-3765		
		(011) 693-4034		



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Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	31/Dec/2012	2233

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Customer Order No	Terms	Consultant
	Net 30	BB

Item	Description	Qty	Rate	Amount	VAT
SOUTH AFRICAN AIRWAYS	TICK. NO: 2623 153 200 PASSENGER: MR. L. MTI ROUTE: DUR-JNB-DUR 27/12/12 -27/12/12	1	2 400,00	2 400,00	S
AIRPORT TAXES		1	1 090,00	1 090,00	Z
SERVICE FEE		1	170,00	170,00	S

VAT Summary

Rate	VAT	NET	Subtotal	R3 660,00
S@14,0%	359,80	2 570,00	VAT Total	R359,80
Z@0,0%	0,00	1 090,00	Total	R4 019,80
TOTALS	359,80	3 660,00		

Banking Detail:

Bank: FNB
Account Name: Blakes Travel Agency (Pty) Ltd
Acc Nr: 51260082627
Branch Code: 250341TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034

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Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	31/Dec/2012	2241

Invoice To
MR J J VENTER



TRAVEL AGENCY (PTY) LTD

Reg. No. 70/15179/07

Customer Order No	Terms	Consultant
	Net 30	BB

Item	Description	Qty	Rate	Amount	VAT
BUDGET CAR	DOC. NO: JH39033 DRIVER: MR. R. MTI BLOEMFONTEIN AIRPORT 14/12/12 - 17/12/12	1	2 065,79	2 065,79	S
REFUELLING CHARGES		1	265,80	265,80	Z
SERVICE FEE		1	130,00	130,00	S

VAT Summary

Subtotal R2 461,59

Rate	VAT	NET
S@14,0%	307,41	2 195,79
Z@0,0%	0,00	265,80
TOTALS	307,41	2 461,59

VAT Total R307,41

Total R2 769,00

Banking Detail:

Bank: FNB
Account Name: Blakes Travel Agency (Pty) Ltd
Acc Nr: 51260082627
Branch Code: 250341

TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034



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Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760**Tax Invoice**

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	31/Dec/2012	2243

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Customer Order No		Terms		Consultant	
		Net 30		BB	
Item	Description	Qty	Rate	Amount	VAT
ACCOMMODATION	USHAKA MANOR GUEST HOUSE VHR: 32463 GUEST: MR. R. MTI 29/12/12 - 02/01/13	1	8 145,61	8 145,61	S
SERVICE FEE		1	1 040,00	1 040,00	S
VAT Summary					
Rate			Subtotal		
VAT			R9 185,61		
NET			VAT Total		
S@14,0%			R1 285,99		
TOTALS			Total		
1 285,99			R10 471,60		
1 285,99					
9 185,61					
9 185,61					

Banking Detail:

Bank: FNB

Account Name: Blakes Travel Agency (Pty) Ltd

Acc Nr: 51260082627

Branch Code: 250341

TEL NR: (011) 693-3761

FAX NR: (011) 693-3765

(011) 693-4034



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Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Tax Invoice

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	23//Jan/2013	2611

TRAVEL AGENCY (PTY) LTD
Reg. No. 7015179/07

Invoice To
MR J J VENTER

		Customer Order No		Terms		Consultant	
				Net 30		BB	
Item	Description	Qty	Rate	Amount	VAT		
BUDGET CAR	DOC. NO: LB90167 DRIVER: MR. R. MTI 21/12/12 - 02/01/13 KING SHAKA AIRPORT	1	7 852,63	7 852,63	S		
REFUELLING CHARGES SERVICE FEE		1	653,05	653,05	Z		
		1	130,00	130,00	S		
VAT Summary							
Rate			VAT			NET	
S@14,0%			1 117,57			7 982,63	
Z@0,0%			0,00			653,05	
TOTALS			1 117,57			8 635,68	
			Subtotal			R8 635,68	
			VAT Total			R1 117,57	
			Total			R9 753,25	
Banking Detail:							
Bank: FNB							
Account Name: Blakes Travel Agency (Pty) Ltd		TEL NR: (011) 693-3761					
Acc Nr: 51260082627		FAX NR: (011) 693-3765					
Branch Code: 250341		(011) 693-4034					
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Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	31/Jan/2013	2847

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 7011517907

Customer Order No		Terms		Consultant	
		Net 30		BB	
Item	Description	Qty	Rate	Amount	VAT
SOUTH AFRICAN AIRWAYS	083-2623271522 MR L MTI ROUTE:JNB-PLZ-JNB SA419/01FEB SA420/03FEB ELECTRONIC AIR TICKET 1116YR 32EV 232ZA 40UM 7PC	1	4 050,00	4 050,00	S
AIRPORT TAXES		1	1 420,00	1 420,00	Z
AGENTS FEE		1	290,00		S
VAT Summary			Subtotal		
Rate	VAT	NET	R5 760,00		
S@14,0%	607,60	4 340,00	VAT Total		
Z@0,0%	0,00	1 420,00	R607,60		
TOTALS	607,60	5 760,00	Total		
			R6 367,60		

Banking Detail:

Bank: FNB

Account Name: Blakes Travel Agency (Pty) Ltd

Acc Nr: 51260082627

Branch Code: 250341

TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034S.A.C.M
BB.

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Tax Invoice

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	27/Feb/2013	3476

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Customer Order No		Terms		Consultant	
Net 30		BB			
Item	Description	Qty	Rate	Amount	VAT
SOUTH AFRICAN AIRWAYS	TICK. 3236 884 735 PASSENGER: MR. L. MTI ROUTE: JNB-DUR-JNB 16/02/13 - 17/02/13	1	2 400,00	2 400,00	S
AIRPORT TAXES		1	1 128,00	1 128,00	Z
AGENTS FEE		1	170,00	170,00	S
VAT Summary					
Rate			Subtotal		
VAT			R3 698,00		
NET			VAT Total		
S@14,0%			R359,80		
Z@0,0%			Total		
TOTALS			R4 057,80		
Banking Detail:					
Bank: FNB					
Account Name: Blakes Travel Agency (Pty) Ltd					
Acc Nr: 51260082627					
Branch Code: 250341					
TEL NR: (011) 693-3761					
FAX NR: (011) 693-3765					
(011) 693-4034					

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Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	18//Apr/2013	4902

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Invoice To
MR J J VENTER

Customer Order No		Terms		Consultant	
		Net 30		BB	
Item	Description	Qty	Rate	Amount	VAT
BUDGET CAR	DOC. NO: BS17162 DRIVER: MR. R. MTI EAST LONDON AIRPORT PE AIRPORT 28/03/13 - 01/04/13	1	3 878,07	3 878,07	S
REFUELLING CHARGES		1	574,25	574,25	Z
AGENTS FEE		1	130,00	130,00	S
VAT Summary					
Rate			Subtotal		
VAT			R4 582,32		
NET			VAT Total		
S@14,0%			R561,13		
Z@0,0%			Total		
TOTALS			R5 143,45		

Banking Detail:
Bank: FNB
Account Name: Blakes Travel Agency (Pty) Ltd
Acc Nr: 51260082627
Branch Code: 250341

TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034



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Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760**Tax Invoice**

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	18//Apr/2013	4893

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Customer Order No	Terms	Consultant
	Net 30	BB

Item	Description	Qty	Rate	Amount	VAT
ACCOMMODATION	THE PAXTON HOTEL PORT ELIZABWETH VHR-33735 GUEST MTI MR L 30/3/2013-1/4/2013	1	4 690,36	4 690,36	S
SERVICE FEE	INV 481463	1	470,00	470,00	S

VAT Summary

Rate	VAT	NET	Subtotal	R5 160,36
S@14,0%	722,45	5 160,36	VAT Total	R722,45
TOTALS	722,45	5 160,36	Total	R5 882,81

Banking Detail:Bank: FNB
Account Name: Blakes Travel Agency (Pty) Ltd
Acc Nr: 51260082627
Branch Code: 250341TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034

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Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Tax Invoice

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	22//Apr/2013	4973

Invoice To
MR J J VENTER



TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Customer Order No	Terms	Consultant
	Net 30	BB

Item	Description	Qty	Rate	Amount	VAT
ACCOMMODATION	SOUTHERN SUN HEMMINGWAYS VHR: 33734 MTIL MR DATE: 28/03/2013 - 30/03/2013	1	7 233,77	7 233,77	S
NON VATABLE ITEMS		1	23,50	23,50	Z
SERVICE FEE		1	700,00	700,00	S

VAT Summary

Rate	VAT	NET
S@14,0%	1 110,73	7 933,77
Z@0,0%	0,00	23,50
TOTALS	1 110,73	7 957,27

Subtotal R7 957,27

VAT Total R1 110,73

Total R9 068,00

Banking Detail:

Bank: FNB
Account Name: Blakes Travel Agency (Pty) Ltd
Acc Nr: 51260082627
Branch Code: 250341

TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034

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Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	29//Apr/2013	5186

Invoice To
MR J J VENTER



TRAVEL AGENCY (PTY) LTD
Reg No. 70/15179/07

			Customer Order No	Terms	Consultant
				Net 30	BB
Item	Description	Qty	Rate	Amount	VAT
ACCOMMODATION	THE PAXTON HOTEL NAME: MR LINDA MTI DATE: 12/04/2013 - 14/04/2013 1 x SUITE FOR THE THE ABOVE PERIOD RES NO: 22928	1	4 518,43	4 518,43	S
SERVICE FEE		1	470,00	470,00	S
VAT Summary			Subtotal		
Rate	VAT	NET	R4 988,43		
S@14,0%	698,38	4 988,43	VAT Total		
TOTALS	698,38	4 988,43	R698,38		
			Total		
			R5 686,81		

Banking Detail:

Bank: FNB
Account Name: Blakes Travel Agency (Pty) Ltd
Acc Nr: 51260082627
Branch Code: 250341

TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034

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Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	07/Jun/2013	6118

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/18179/07

		Customer Order No	Terms	Consultant	
			Net 30	BB	
Item	Description	Qty	Rate	Amount	VAT
AVIS CAR RENTAL	915522344 DRIVER MRT MR L 12/4/2013-14/4/2013 PORT ELIZABETH TRAFFIC FINE ADMIN FEES	1	206,00	206,00	S
SERVICE FEE	VOUCHER 49761132	1	50,00	50,00	S
VAT Summary			Subtotal R256,00		
Rate	VAT	NET	VAT Total R35,84		
S@14,0%	35,84	256,00	Total R291,84		
TOTALS	35,84	256,00			
Banking Detail:					
Bank: FNB					
Account Name: Blakes Travel Agency (Pty) Ltd		TEL NR: (011) 693-3761			
Acc Nr: 51260082627		FAX NR: (011) 693-3765			
Branch Code: 250341		(011) 693-4034			
		sure travel			
		ASATA			

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Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	07/Jun/2013	6114

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Customer Order No		Terms		Consultant	
Net 30		BB			
Item	Description	Qty	Rate	Amount	VAT
AVIS CAR RENTAL	915864294 DRIVER MTI MR L 30/5/2013-2/6/2013 PORT ELIZABETH	1	3 702,73	3 702,73	S
REFUELLING CHARGES	VOUCHER 000000	1	504,45	504,45	Z
SERVICE FEE		1	130,00	130,00	S
VAT Summary					
Rate			Subtotal		
VAT			R4 337,18		
NET			VAT Total		
S@14,0%			R536,58		
Z@0,0%			Total		
TOTALS			R4 873,76		

Banking Detail:

Bank: FNB

Account Name: Blakes Travel Agency (Pty) Ltd

Acc Nr: 51260082627

Branch Code: 250341

TEL NR: (011) 693-3761

FAX NR: (011) 693-3765

(011) 693-4034



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Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	19/Jun/2013	6352

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Customer Order No	Terms	Consultant
	Net 30	BB

Item	Description	Qty	Rate	Amount	VAT
ACCOMMODATION	BROADWALK HOTEL PORT ELIZABETH VHR: 33775 GUEST: MR. L. MTI 30/05/13 -02/06/13	1	11 394,74	11 394,74	S
AGENTS FEE		1	1 550,00	1 550,00	S

VAT Summary

Rate	VAT	NET	Subtotal	R12 944,74
S@14,0%	1 812,26	12 944,74	VAT Total	R1 812,26
TOTALS	1 812,26	12 944,74	Total	R14 757,00

Banking Detail:

Bank: FNB

Account Name: Blakes Travel Agency (Pty) Ltd

Acc Nr: 51260082627

Branch Code: 250341

TEL NR: (011) 693-3761

FAX NR: (011) 693-3765

(011) 693-4034



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Tax Invoice




Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	19/Jun/2013	6360

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

		Customer Order No	Terms	Consultant	
			Net 30	BB	
Item	Description	Qty	Rate	Amount	VAT
ACCOMMODATION	BROADWALK HOTEL GUEST: MR. L. MTI 30/05/13 - 02/06/13 EXTRA'S	1	542,54	542,54	S
VAT Summary			Subtotal		
Rate			NET		
S@14,0%			75,96		
TOTALS			542,54		
			542,54		
			VAT Total		
			R75,96		
			Total		
			R618,50		
Banking Detail: Bank: FNB Account Name: Blakes Travel Agency (Pty) Ltd Acc Nr: 51260082627 Branch Code: 250341		TEL NR: (011) 693-3761 FAX NR: (011) 693-3765 (011) 693-4034		  	



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Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	20/Jun/2013	6413

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Customer Order No	Terms	Consultant
	Net 30	BB

Item	Description	Qty	Rate	Amount	VAT
ACCOMMODATION	ROYAL PALM HOTEL UMHLANGA ROCKS VHR:33718 GUEST: MR. L. MTI 16/02/13 - 17/02/13	1	1 537,72	1 537,72	S
NON VATABLE ITEMS	GRATUITY	1	17,00	17,00	Z
AGENTS FEE		1	180,00	180,00	S

VAT Summary

Rate	VAT	NET	Subtotal	R1 734,72
S@14,0%	240,48	1 717,72	VAT Total	R240,48
Z@0,0%	0,00	17,00	Total	R1 975,20
TOTALS	240,48	1 734,72		

Banking Detail:

Bank: FNB
Account Name: Blakes Travel Agency (Pty) Ltd
Acc Nr: 51260082627
Branch Code: 250341TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034



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Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	26/Jun/2013	6589

Invoice To
MR J J VENTER



TRAVEL AGENCY (PTY) LTD
Reg. No. 76/15179/07

Customer Order No	Terms	Consultant
	Net 30	BB

Item	Description	Qty	Rate	Amount	VAT
SOUTH AFRICAN AIRWAYS	TICK. 3906 257 423 PASSENGER: MR. L. MTI ROUTE: JNB-PLZ-JNB 20/06/13 - 23/06/13	1	3 250,00	3 250,00	S
AIRPORT TAXES		1	1 376,00	1 376,00	Z
AGENTS FEE		1	230,00	230,00	S

VAT Summary

Rate	VAT	NET	Subtotal	R4 856,00
S@14,0%	487,20	3 480,00	VAT Total	R487,20
Z@0,0%	0,00	1 376,00	Total	R5 343,20
TOTALS	487,20	4 856,00		

Banking Detail:

Bank: FNB
Account Name: Blakes Travel Agency (Pty) Ltd
Acc Nr: 51260082627
Branch Code: 250341

TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034



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Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	27/Jun/2013	6654

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

		Customer Order No	Terms	Consultant	
			Net 30	BB	
Item	Description	Qty	Rate	Amount	VAT
BUDGET CAR	HV20277301/A1 DRIVER MTI MR R 20/6/2013-23/6/2013 PORT ELIZABETH	1	2 855,26	2 855,26	S
REFUELLING CHARGES SERVICE FEE	VOUCHER 9274580	1	557,66	557,66	Z
		1	130,00	130,00	S
VAT Summary			Subtotal R3 542,92		
Rate	VAT	NET	VAT Total R417,94		
S@14,0%	417,94	2 985,26	Total R3 960,86		
Z@0,0%	0,00	557,66			
TOTALS	417,94	3 542,92			

Banking Detail:
Bank: FNB
Account Name: Blakes Travel Agency (Pty) Ltd
Acc Nr: 51260082627
Branch Code: 250341

TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034



S-A-M.

Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	28/Jun/2013	6710

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/16179/07

Customer Order No		Terms		Consultant	
		Net 30		BB	
Item	Description	Qty	Rate	Amount	VAT
ACCOMMODATION	PAXTON HOTEL PE - VHR: 33780 GUEST: MR. L. MTI 20/06/13 - 23/06/13	1	8 511,40	8 511,40	S
NON VATABLE ITEMS		1	68,00	68,00	Z
AGENTS FEE		1	860,00	860,00	S
VAT Summary					
Rate			Subtotal		
VAT			R9 439,40		
NET					
S@14,0%			9 371,40		
Z@0,0%			68,00		
TOTALS			9 439,40		
			VAT Total		
			R1 312,00		
			Total		
			R10 751,40		

Banking Detail:

Bank: FNB

Account Name: Blakes Travel Agency (Pty) Ltd

Acc Nr: 51260082627

Branch Code: 250341

TEL NR: (011) 693-3761

FAX NR: (011) 693-3765

(011) 693-4034



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BB

Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	29//Jul/2013	7393

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Customer Order No	Terms	Consultant
	Net 30	BB

Item	Description	Qty	Rate	Amount	VAT
SOUTH AFRICAN AIRWAYS	TICK. 3906 424 588 PASSENGER: MR. L. MTI ROUTE: JNB-ELS-PLZ-JNB 19/07/13 - 22/07/13	1	2 670,00	2 670,00	S
AIRPORT TAXES		1	1 242,00	1 242,00	Z
AGENTS FEE		1	190,00	190,00	S
VAT Summary			Subtotal		
Rate	VAT	NET	R4 102,00		
S@14,0%	400,40	2 860,00	VAT Total		
Z@0,0%	0,00	1 242,00	R400,40		
TOTALS	400,40	4 102,00	Total		
			R4 502,40		

Banking Detail:
Bank: FNB
Account Name: Blakes Travel Agency (Pty) Ltd
Acc Nr: 51260082627
Branch Code: 250341

TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034



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Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	13//Aug/2013	BT7797

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Invoice To
MR J J VENTER

			Customer Order No	Terms	Consultant
				Net 30	BB
Item	Description	Qty	Rate	Amount	VAT
BUDGET CAR	DOC NO: HV24156J01/A1 MTI R MR DATE: 08/08/2013 - 11/08/2013 PORT ELIZABETH APT	1	3 623,68	3 623,68	S
REFUELLING CHARGES		1	683,38	683,38	Z
SERVICE FEE		1	130,00	130,00	S
VAT Summary			Subtotal		
Rate	VAT	NET	R4 437,06		
S@14,0%	525,52	3 753,68	VAT Total		
Z@0,0%	0,00	683,38	R525,52		
TOTALS	525,52	4 437,06	Total		
			R4 962,58		

Banking Detail:

Bank: FNB

Account Name: Blakes Travel Agency (Pty) Ltd

Acc Nr: 51260082627

Branch Code: 250341

TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034

S-A-M.

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Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207

Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	24//Aug/2013	BT 8050



TRAVEL AGENCY (PTY) LTD

Reg. No. 70/15179/07

Invoice To
MR J J VENTER

Customer Order No		Terms		Consultant	
		Net 30		BB	
Item	Description	Qty	Rate	Amount	VAT
ACCOMMODATION	PAXTON HOTEL PE VHR:33794 GUEST: MR. L. MTI 20/07/13 - 22/07/13	1	4 582,46	4 582,46	S
AGENTS FEE		1	470,00	470,00	S
VAT Summary			Subtotal		
Rate	VAT	NET	R5 052,46		
S@14,0%	707,34	5 052,46	VAT Total		
TOTALS	707,34	5 052,46	R707,34		
			Total		
			R5 759,80		

Banking Detail:

Bank: FNB

Account Name: Blakes Travel Agency (Pty) Ltd

Acc Nr: 51260082627

Branch Code: 250341

TEL NR: (011) 693-3761

FAX NR: (011) 693-3765

(011) 693-4034



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Tax Invoice




Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	24//Aug/2013	BT 8028

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

		Customer Order No	Terms	Consultant	
			Net 30	BB	
Item	Description	Qty	Rate	Amount	VAT
SOUTH AFRICAN AIRWAYS	TICK. 3906 114 443 PASSENGER: MR. L. MTI ROUTE: JNB-PLZ-JNB 30/05/13 - 02/06/12	1	3 840,00	3 840,00	S
AIRPORT TAXES		1	1 345,00	1 345,00	Z
AGENTS FEE		1	270,00	270,00	S
VAT Summary			Subtotal R5 455,00		
Rate	VAT	NET	VAT Total R575,40		
S@14,0%	575,40	4 110,00	Total R6 030,40		
Z@0,0%	0,00	1 345,00			
TOTALS	575,40	5 455,00			
Banking Detail: Bank: FNB Account Name: Blakes Travel Agency (Pty) Ltd Acc Nr: 51260082627 Branch Code: 250341		TEL NR: (011) 693-3761 FAX NR: (011) 693-3765 (011) 693-4034		  	



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Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	24//Aug/2013	BT 8030

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

		Customer Order No	Terms	Consultant	
			Net 30	BB	
Item	Description	Qty	Rate	Amount	VAT
SOUTH AFRICAN AIRWAYS	TICK. 4152 588 572 PASSENGER: MR. L. MTI ROUTE: JNB-PLZ-JNB 08/08/13 - 11/08/13	1	3 250,00	3 250,00	S
AIRPORT TAXES		1	1 516,00	1 516,00	Z
AGENTS FEE		1	230,00	230,00	S
VAT Summary			Subtotal R4 996,00		
Rate	VAT	NET	VAT Total R487,20		
S@14,0%	487,20	3 480,00	Total R5 483,20		
Z@0,0%	0,00	1 516,00			
TOTALS	487,20	4 996,00			
Banking Detail:		TEL NR: (011) 693-3761		IATA	
Bank: FNB		FAX NR: (011) 693-3765		ASATA	
Account Name: Blakes Travel Agency (Pty) Ltd		(011) 693-4034			
Acc Nr: 51260082627					
Branch Code: 250341					
		sure travel			



S.A.M.

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Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760**Tax Invoice**

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	24//Aug/2013	BT 8053

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg No: 70/15179/07

		Customer Order No		Terms		Consultant		
				Net 30		BB		
Item	Description	Qty	Rate	Amount	VAT			
AVIS LUXURY CARS	DOC. NO: 233442963 DRIVER: MR. L. MTI EL AIRPORT PE AIRPORT 19/07/13 - 20/07/13	1	4 716,22	4 716,22	S			
REFUELLING CHARGES AGENTS FEE		1	771,60	771,60	Z			
		1	130,00	130,00	S			
VAT Summary			Subtotal					R5 617,82
Rate	VAT	NET	VAT Total					R678,47
S@14,0%	678,47	4 846,22	Total					R6 296,29
Z@0,0%	0,00	771,60						
TOTALS	678,47	5 617,82						
Banking Detail: Bank: FNB Account Name: Blakes Travel Agency (Pty) Ltd Acc Nr: 51260082627 Branch Code: 250341		TEL NR: (011) 693-3761 FAX NR: (011) 693-3765 (011) 693-4034		  				



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Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Tax Invoice

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	25//Sept/2013	BT 8848

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Customer Order No		Terms		Consultant	
		Net 30		BB	
Item	Description	Qty	Rate	Amount	VAT
SOUTH AFRICAN AIRWAYS	TICK. NO: 4152 818 463 PASSENGER: MR. L. MTI ROUTE: JNB-PLZ-JNB 13/09/13 - 15/09/13	1	2 820,00	2 820,00	S
AIRPORT TAXES		1	1 256,00	1 256,00	Z
AGENTS FEE		1	200,00	200,00	S
VAT Summary			Subtotal R4 276,00		
Rate	VAT	NET	VAT Total R422,80		
S@14,0%	422,80	3 020,00	Total R4 698,80		
Z@0,0%	0,00	1 256,00			
TOTALS	422,80	4 276,00			
Banking Detail:					
Bank: FNB					
Account Name: Blakes Travel Agency (Pty) Ltd		TEL NR: (011) 693-3761			
Acc Nr: 51260082627		FAX NR: (011) 693-3765			
Branch Code: 250341		(011) 693-4034			
		sure travel			
		TATA			
		ASATA			



S.A.M.

BB

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760**Tax Invoice**

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	25//Sept/2013	BT 8856

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg No. 70/15179/07

Customer Order No		Terms		Consultant	
		Net 30		BB	
Item	Description	Qty	Rate	Amount	VAT
ACCOMMODATION	SOUTHERN SUN HEMINGWAYS VHR: 34916 GUEST: MR. L. MTI 23/08/13 - 25/08/13	1	3 663,86	3 663,86	S
AGENTS FEE		1	335,00	335,00	S
VAT Summary					
Rate			Subtotal		
VAT			R3 998,86		
NET			VAT Total		
S@14,0%			R559,84		
TOTALS			Total		
559,84			R4 558,70		
559,84					
3 998,86					
3 998,86					

Banking Detail:
Bank: FNB
Account Name: Blakes Travel Agency (Pty) Ltd
Acc Nr: 51260082627
Branch Code: 250341

TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034



S.A.M.

Blakes Travel Agency (Pty) Ltd




P.O. Box 207
Randfontein, 1760

Tax Invoice

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	25/Sep/2013	BT 8859

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

		Customer Order No		Terms		Consultant	
				Net 30		BB	
Item	Description	Qty	Rate	Amount	VAT		
ACCOMMODATION	PAXTON HOTEL - VHR: 33800 GUEST: MR. L. MTI 08/08/13 -10/08/13	1	7 635,09	7 635,09	S		
NON VATABLE ITEMS		1	24,00	24,00	Z		
AGENTS FEE		1	770,00	770,00	S		
VAT Summary							
Rate	VAT	NET	Subtotal R8 429,09				
S@14,0%	1 176,71	8 405,09	VAT Total R1 176,71				
Z@0,0%	0,00	24,00					
TOTALS	1 176,71	8 429,09	Total R9 605,80				
Banking Detail: Bank: FNB Account Name: Blakes Travel Agency (Pty) Ltd Acc Nr: 51260082627 Branch Code: 250341		TEL NR: (011) 693-3761 FAX NR: (011) 693-3765 (011) 693-4034		  			



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Tax Invoice

Blakes Travel Agency (Pty) Ltd




P.O. Box 207
Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	25/Sept/2013	BT 8871

Invoice To
MR J J VENTER



TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

		Customer Order No	Terms	Consultant	
			Net 30	BB	
Item	Description	Qty	Rate	Amount	VAT
BUDGET CAR	DOC. NO: BS24278 DRIVER: MR. L. MTI EAST LONDON AIRPORT 23/08/13 -25/08/13	1	1 844,30	1 844,30	S
REFUELLING CHARGES AGENTS FEE		1	314,54	314,54	Z
		1	130,00	130,00	S
VAT Summary			Subtotal R2 288,84		
Rate	VAT	NET	VAT Total R276,40		
S@14,0%	276,40	1 974,30	Total R2 565,24		
Z@0,0%	0,00	314,54			
TOTALS	276,40	2 288,84			
Banking Detail: Bank: FNB Account Name: Blakes Travel Agency (Pty) Ltd Acc Nr: 51260082627 Branch Code: 250341		TEL NR: (011) 693-3761 FAX NR: (011) 693-3765 (011) 693-4034		 	
					

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Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	22/Oct/2013	BT 9533

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

			Customer Order No	Terms	Consultant
				Net 30	BB
Item	Description	Qty	Rate	Amount	VAT
SOUTH AFRICAN AIRWAYS	TICK. 4153 036 525 PASSENGER: MR. L. MTI ROUTE: JNB-ELS-PLZ-JNB 18/10/13 - 21/10/13	1	2 670,00	2 670,00	S
AIRPORT TAXES		1	1 222,00	1 222,00	Z
AGENTS FEE		1	190,00	190,00	S
VAT Summary			Subtotal R4 082,00		
Rate	VAT	NET	VAT Total R400,40		
S@14,0%	400,40	2 860,00	Total R4 482,40		
Z@0,0%	0,00	1 222,00			
TOTALS	400,40	4 082,00			

Banking Detail:

Bank: FNB
Account Name: Blakes Travel Agency (Pty) Ltd
Acc Nr: 51260082627
Branch Code: 250341TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034

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Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	22//Oct/2013	BT 9544

Invoice To
MR J J VENTER



TRAVEL AGENCY (PTY) LTD
Reg. No. 70/16179/07

Customer Order No	Terms	Consultant
	Net 30	BB

Item	Description	Qty	Rate	Amount	VAT
AVIS CAR RENTAL	DOC. NO: 234976372 DRIVER: MR. L MTI PORT ELIZABETH AIRPORT 13/09/13 - 15/09/13	1	3 875,23	3 875,23	S
REFUELLING CHARGES		1	736,59	736,59	Z
AGENTS FEE		1	130,00	130,00	S

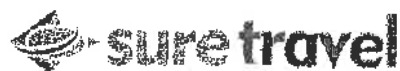
VAT Summary

Rate	VAT	NET	Subtotal	R4 741,82
S@14,0%	560,73	4 005,23		
Z@0,0%	0,00	736,59		
TOTALS	560,73	4 741,82	VAT Total	R560,73
			Total	R5 302,55

Banking Detail:

Bank: FNB
Account Name: Blakes Travel Agency (Pty) Ltd
Acc Nr: 51260082627
Branch Code: 250341

TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034



S.A.M.
BB

Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Cust VAT Reg.	Company VAT Reg.	Tax Date	Invoice No.
	4610117501	25//Oct/2013	BT 9742

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/16179/07

Customer Order No	Terms	Consultant
	Net 30	BB

Item	Description	Qty	Rate	Amount	VAT
HERTZ CAR RENTAL	DOC. 82471356 DRIVER: MR. L. MTI PORT ELIZABETH 29/11/12 - 01/12/12	1	1 678,94	1 678,94	S
REFUELLING CHARGES		1	235,28	235,28	Z
AGENTS FEE		1	130,00	130,00	S

VAT Summary

Rate	VAT	NET	Subtotal	R2 044,22
S@14,0%	253,25	1 808,94	VAT Total	R253,25
Z@0,0%	0,00	235,28		
TOTALS	253,25	2 044,22	Total	R2 297,47

Banking Detail:

Bank: FNB
Account Name: Blakes Travel Agency (Pty) Ltd
Acc Nr: 51260082627
Branch Code: 250341TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034

sure travel


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Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	25//Oct/2013	BT 9727

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/18179/07

Customer Order No	Terms	Consultant
	Net 30	BB

Item	Description	Qty	Rate	Amount	VAT
AVIS CAR RENTAL	DOC. NO: 235031495 DRIVER: MR. L. MTI EAST LONDON AIRPORT PE AIRPORT 18/10/13 - 20/10/13	1	3 650,74	3 650,74	S
REFUELLING CHARGES		1	581,85	581,85	Z
AGENTS FEE		1	130,00	130,00	S
VAT Summary			Subtotal	R4 362,59	
Rate	VAT	NET	VAT Total	R529,30	
S@14,0%	529,30	3 780,74	Total	R4 891,89	
Z@0,0%	0,00	581,85			
TOTALS	529,30	4 362,59			

Banking Detail:
Bank: FNB
Account Name: Blakes Travel Agency (Pty) Ltd
Acc Nr: 51260082627
Branch Code: 250341

TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034



S.A.M.
J.B.L.

Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	25//Nov/2013	BT 10532

Invoice To
MR J J VENTER



TRAVEL AGENCY (PTY) LTD
Reg. No 70/15179/07

Customer Order No		Terms		Consultant	
		Net 30		BB	
Item	Description	Qty	Rate	Amount	VAT
SOUTH AFRICAN AIRWAYS	TICK:4375 124 996 PASSENGER: MR. L. MTI ROUTE: JNB-PLZ-JNB 15/11/13 - 17/11/13	1	3 970,00	3 970,00	S
AIRPORT TAXES		1	1 425,00	1 425,00	Z
AGENTS FEE		1	280,00	280,00	S
VAT Summary			Subtotal		
Rate	VAT	NET	R5 675,00		
S@14,0%	595,00	4 250,00	VAT Total		
Z@0,0%	0,00	1 425,00	R595,00		
TOTALS	595,00	5 675,00	Total		
			R6 270,00		

Banking Detail:

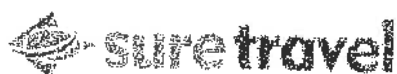
Bank: FNB

Account Name: Blakes Travel Agency (Pty) Ltd

Acc Nr: 51260082627

Branch Code: 250341

TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034



S.A.M

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Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760**Tax Invoice**

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	25//Nov/2013	BT 10537

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Invoice To
MR J J VENTER

		Customer Order No	Terms	Consultant	
			Net 30	BB	
Item	Description	Qty	Rate	Amount	VAT
ACCOMMODATION	SOUTHERN SUN HEMINGWAYS - VHR: 34958 GUEST: MR. L. MT1 18/10/13 - 19/10/13	1	1 471,01	1 471,01	S
NON VATABLE ITEMS		1	40,00	40,00	Z
AGENTS FEE		1	135,00	135,00	S
VAT Summary			Subtotal		
Rate	VAT	NET	R1 646,01		
S@14,0%	224,84	1 606,01	VAT Total		
Z@0,0%	0,00	40,00	R224,84		
TOTALS	224,84	1 646,01	Total		
			R1 870,85		
Banking Detail: Bank: FNB Account Name: Blakes Travel Agency (Pty) Ltd Acc Nr: 51260082627 Branch Code: 250341		TEL NR: (011) 693-3761 FAX NR: (011) 693-3765 (011) 693-4034			
					
		 			

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10/11

Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	28/Nov/2013	BT 10610

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Customer Order No	Terms	Consultant
	Net 30	BB

Item	Description	Qty	Rate	Amount	VAT
SOUTH AFRICAN AIRWAYS	TICK: 4375 228 023 PASSENGER: MR. L. MTI ROUTE: JNB-ELS-JNB 29/11/13 - 01/12/13	1	3 010,00	3 010,00	S
AIRPORT TAXES		1	1 390,00	1 390,00	Z
AGENTS FEE		1	210,00	210,00	S

VAT Summary

Rate	VAT	NET	Subtotal	R4 610,00
S@14,0%	450,80	3 220,00	VAT Total	R450,80
Z@0,0%	0,00	1 390,00	Total	R5 060,80
TOTALS	450,80	4 610,00		

Banking Detail:

Bank: FNB

Account Name: Blakes Travel Agency (Pty) Ltd

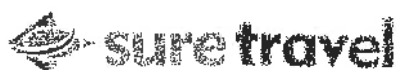
Acc Nr: 51260082627

Branch Code: 250341

TEL NR: (011) 693-3761

FAX NR: (011) 693-3765

(011) 693-4034

S.A.M.
[Signature]




P.O. Box 207
Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	28//Nov/2013	BT 10621

Invoice To
MR J J VENTER



TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

		Customer Order No		Terms		Consultant	
				Net 30		BB	
Item	Description	Qty	Rate	Amount	VAT		
ACCOMMODATION	QUEENS CASINO & HOTEL VHR: 36004 GUEST: MR. L. MTI 29/11/13 - 30/11/13	1	1 030,70	1 030,70	S		
AGENTS FEE		1	150,00	150,00	S		
VAT Summary							
Rate	VAT	NET	Subtotal R1 180,70				
S@14,0%	165,30	1 180,70	VAT Total R165,30				
TOTALS	165,30	1 180,70	Total R1 346,00				
Banking Detail: Bank: FNB Account Name: Blakes Travel Agency (Pty) Ltd Acc Nr: 51260082627 Branch Code: 250341		TEL NR: (011) 693-3761 FAX NR: (011) 693-3765 (011) 693-4034		  			

S.A.M. 

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760**Tax Invoice**

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	11/Dec/2013	BT 10866

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/18179/07

Invoice To
MR J J VENTER

Customer Order No		Terms		Consultant	
		Net 30		BB	
Item	Description	Qty	Rate	Amount	VAT
AVIS CAR RENTAL	598865315 DRIVER MT1 MR L 15/11/2013-18/11/2013 PORT ELIZABETH	1	1 665,48	1 665,48	S
REFUELLING CHARGES SERVICE FEE	VOUCHER 01073041	1 1	497,86 130,00	497,86 130,00	Z S
VAT Summary					
Rate			Subtotal		
VAT			R2 293,34		
NET			VAT Total		
S@14,0%			R251,37		
Z@0,0%			Total		
TOTALS			R2 544,71		

Banking Detail:

Bank: FNB

Account Name: Blakes Travel Agency (Pty) Ltd

Acc Nr: 51260082627

Branch Code: 250341

TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034

S.A.M.

Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207

Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	19//Dec/2013	BT 10980



TRAVEL AGENCY (PTY) LTD
Reg. No. 70/18179/07

Invoice To
MR J J VENTER

Customer Order No	Terms	Consultant
	Net 30	BB

Item	Description	Qty	Rate	Amount	VAT
SOUTH AFRICAN AIRWAYS	083-4640123114 MR LINDA MTI ROUTE:JNB-PLZ//CPT-JNB SA417/19DEC SA336/05FEB ELECTRONIC AIR TICKET	1	3 300,00	3 300,00	S
AIRPORT TAXES	964YR 32EV 240ZA 40UM	1	1 276,00	1 276,00	Z
BRITISH AIRWAYS	083-4640123115 MR LINDA MTI ROUTE:PLZ-CPT BA6322/29DEC ELECTRONIC AIR TICKET	1	1 140,00	1 140,00	S
AIRPORT TAXES	578YQ 16EV 120ZA 20UM	1	734,00	734,00	Z
AGENTS FEE	7PC	1	320,00	320,00	S

VAT Summary

Rate	VAT	NET	Subtotal	R6 770,00
S@14,0%	666,40	4 760,00	VAT Total	R666,40
Z@0,0%	0,00	2 010,00	Total	R7 436,40
TOTALS	666,40	6 770,00		

Banking Detail:

Bank: FNB

Account Name: Blakes Travel Agency (Pty) Ltd

Acc Nr: 51260082627

Branch Code: 250341

TEL NR: (011) 693-3761

FAX NR: (011) 693-3765

(011) 693-4034



S.A.M.

Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207

Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	31/Dec/2013	BT 11061

Invoice To
MR J J VENTER



TRAVEL AGENCY (PTY) LTD

Reg. No. 70/15179/07

Customer Order No		Terms	Consultant		
		Net 30	BB		
Item	Description	Qty	Rate	Amount	VAT
BUDGET CAR	DOC NO: HV35883J01/A1 MTI R MR DATE: 19/12/2013 - 29/12/2013 PORT ELIZABETH APT	1	3 706,14	3 706,14	S
REFUELLING CHARGES		1	33,43	33,43	Z
SERVICE FEE		1	130,00	130,00	S
VIXXXXXXXXXXXXXX1717/ C 007618					
EXCH/ ORIG ISS/					
ZAR 2050,00					

VAT Summary

Rate	VAT	NET	Subtotal
S@14,0%	537,06	3 836,14	R3 869,57
Z@0,0%	0,00	33,43	
TOTALS	537,06	3 869,57	
			VAT Total
			ICW: 1253424983372
			NON-EXCHANGEABLE
			NON-REFUNDABLE
			Total

Banking Detail:

Bank: FNB

Account Name: Blakes Travel Agency (Pty) Ltd

Acc Nr: 51260082627

Branch Code: 250341

TEL NR: (011) 693-3761

FAX NR: (011) 693-4034

E-MAIL: info@blakes.co.za

WEBSITE: www.blakes.co.za

1/AELECTRONIC

EMDAUDIT COUPON

EMD-125-3092750615 6

S-A-M.

Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207

Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	27//Jan/2014	BT 11488

Invoice To
MR J J VENTER



TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Customer Order No	Terms	Consultant
	Net 30	BB

Item	Description	Qty	Rate	Amount	VAT
ACCOMMODATION	CITY LODGE WATERFRONT VHR: 36025 GUEST: MR. L. MTI 29/12/13 - 01/01/14	1	10 454,82	10 454,82	S
NON VATABLE ITEMS	TIPS	1	167,00	167,00	Z
AGENTS FEE		1	945,00	945,00	S

VAT Summary

Rate	VAT	NET	Subtotal	
S@14,0%	1 595,97	11 399,82		R11 566,82
Z@0,0%	0,00	167,00		
TOTALS	1 595,97	11 566,82	VAT Total	R1 595,97
			Total	R13 162,79

Banking Detail:

Bank: FNB

Account Name: Blakes Travel Agency (Pty) Ltd

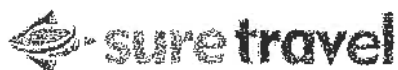
Acc Nr: 51260082627

Branch Code: 250341

TEL NR: (011) 693-3761

FAX NR: (011) 693-3765

(011) 693-4034



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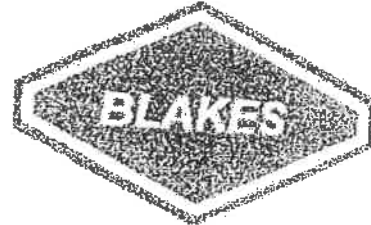
Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Tax Invoice

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	28/Jan/2014	BT 11512

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 7015179/07

Customer Order No		Terms		Consultant	
		Net 30		BB	
Item	Description	Qty	Rate	Amount	VAT
AVIS CAR RENTAL	DOC. NO: 145947675 DRIVER: MR. L. MTI CAPE TOWN AIRPORT 29/12/13 - 05/01/14	1	10 105,28	10 105,28	S
REFUELLING CHARGES		1	536,60	536,60	Z
AGENTS FEE		1	130,00	130,00	S
VAT Summary					
Rate			Subtotal		
VAT			R10 771,88		
NET			VAT Total		
S@14,0%			R1 432,94		
Z@0,0%			Total		
TOTALS			R12 204,82		
Banking Detail:			TEL NR: (011) 693-3761		
Bank: FNB			FAX NR: (011) 693-3765		
Account Name: Blakes Travel Agency (Pty) Ltd			(011) 693-4034		
Acc Nr: 51260082627					
Branch Code: 250341					



S.A.M.

Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	28//Jan/2014	BT 11515

Invoice To
MR J J VENTER



TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Customer Order No		Terms		Consultant	
		Net 30		BB	
Item	Description	Qty	Rate	Amount	VAT
ACCOMMODATION	SOUTHERN SUN - HEMINGWAYS VHR: 36005 GUEST: MR. L. MTI 30/11/13 - 01/12/13	1	1 935,92	1 935,92	S
NON VATABLE ITEMS		1	33,00	33,00	Z
AGENTS FEE		1	165,00	165,00	S
VAT Summary			Subtotal		
Rate	VAT	NET	R2 133,92		
S@14,0%	294,13	2 100,92	VAT Total		
Z@0,0%	0,00	33,00	R294,13		
TOTALS	294,13	2 133,92	Total		
			R2 428,05		

Banking Detail:

Bank: FNB

Account Name: Blakes Travel Agency (Pty) Ltd

Acc Nr: 51260082627

Branch Code: 250341

TEL NR: (011) 693-3761

FAX NR: (011) 693-3765

(011) 693-4034

sure travel



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P.O. Box 207
Randfontein, 1760




Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	28//Jan/2014	BT 11522

Invoice To
MR J J VENTER



TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Customer Order No		Terms		Consultant	
Net 30		BB			
Item	Description	Qty	Rate	Amount	VAT
SOUTH AFRICAN AIRWAYS	TICK. NO: 4640 314 836 PASSENGER: MR. L. MTI ROUTE: CPT - JNB 03/02/14 CHANGE CHARGES	1	518,42	518,42	S
AGENTS FEE		1	100,00	100,00	S
VAT Summary					
Rate	VAT	NET	Subtotal R618,42		
S@14,0%	86,58	618,42	VAT Total R86,58		
TOTALS	86,58	618,42	Total R705,00		
Banking Detail: Bank: FNB Account Name: Blakes Travel Agency (Pty) Ltd Acc Nr: 51260082627 Branch Code: 250341		TEL NR: (011) 693-3761 FAX NR: (011) 693-3765 (011) 693-4034			

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Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Tax Invoice

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	19//Feb/2014	BT 11904

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Customer Order No		Terms		Consultant	
		Net 30		BB	
Item	Description	Qty	Rate	Amount	VAT
SOUTH AFRICAN AIRWAYS	TICK. NO: 4640 314 881 PASSENGER: MR. L. MTI ROUTE: CPT-JNB 02/02/14 CHANGE CHARGES	1	590,35	590,35	S
AGENTS FEE		1	50,00	50,00	S
VAT Summary					
Rate			Subtotal		
VAT			R640,35		
NET			VAT Total		
S@14,0%			R89,65		
TOTALS			Total		
89,65			R730,00		
89,65					
640,35					
640,35					

Banking Detail:
Bank: FNB
Account Name: Blakes Travel Agency (Pty) Ltd
Acc Nr: 51260082627
Branch Code: 250341

TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034



S.A.M.

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760**Tax Invoice**

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	28/Feb/2014	BT 12112

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Customer Order No		Terms		Consultant	
		Net 30		BB	
Item	Description	Qty	Rate	Amount	VAT
SOUTH AFRICAN AIRWAYS	TICK. 4640 459 453 PASSENGER: MR. L. MTI ROUTE: JNB-ELS-PLZ-JNB 27/02/14 - 03/03/14	1	2 760,00	2 760,00	S
AIRPORT TAXES		1	1 306,00	1 306,00	Z
AGENTS FEE		1	195,00	195,00	S
VAT Summary					
Rate			Subtotal		
VAT			R4 261,00		
NET					
S@14,0%			VAT Total		
Z@0,0%			R413,70		
TOTALS			Total		
413,70			R4 674,70		

Banking Detail:
Bank: FNB
Account Name: Blakes Travel Agency (Pty) Ltd
Acc Nr: 51260082627
Branch Code: 250341

TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034



S.A-M

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Tax Invoice

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	26//Mar/2014	BT 12512

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/18179/07

		Customer Order No		Terms		Consultant	
				Net 30		BB	
Item	Description	Qty	Rate	Amount	VAT		
AVIS CAR RENTAL	DOC. NO: 671052874 DRIVER: MR. L. MTI EL AIRPORT - PE AIRPORT 27/02/14 - 03/03/14	1	4 067,80	4 067,80	S		
REFUELLING CHARGES AGENTS FEE		1	467,15	467,15	Z		
		1	140,00	140,00	S		
VAT Summary			Subtotal				R4 674,95
Rate	VAT	NET	VAT Total				R589,09
S@14,0%	589,09	4 207,80	Total				R5 264,04
Z@0,0%	0,00	467,15					
TOTALS	589,09	4 674,95					
Banking Detail:							
Bank: FNB							
Account Name: Blakes Travel Agency (Pty) Ltd		TEL NR: (011) 693-3761					
Acc Nr: 51260082627		FAX NR: (011) 693-3765					
Branch Code: 250341		(011) 693-4034					
		suretravel					
		IATA					
		ASATA					



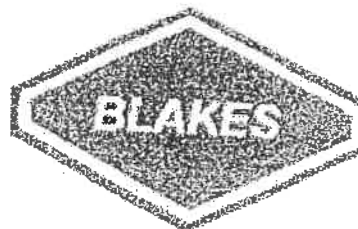
S.A.M.

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760**Tax Invoice**

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	27/Mar/2014	BT 12535

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Customer Order No		Terms		Consultant	
		Net 30		BB	
Item	Description	Qty	Rate	Amount	VAT
ACCOMMODATION	SOUTHERN SUN HEMINGWAYS - VHR: 36055	1	1 475,13	1 475,13	S
AGENTS FEE	GUEST: MR. L. MTI 27/02/14 - 28/02/14	1	170,00	170,00	S
VAT Summary			Subtotal		
Rate	VAT	NET	R1 645,13		
S@14,0%	230,32	1 645,13	VAT Total		
TOTALS	230,32	1 645,13	R230,32		
			Total		
			R1 875,45		

Banking Detail:
Bank: FNB
Account Name: Blakes Travel Agency (Pty) Ltd
Acc Nr: 51260082627
Branch Code: 250341

TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034



S.A.M. JB

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Tax Invoice

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	27//Mar/2014	BT 12541

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Customer Order No		Terms		Consultant	
		Net 30		BB	
Item	Description	Qty	Rate	Amount	VAT
SOUTH AFRICAN AIRWAYS	TICK. NO: 4640 637 661 PASSENGER: MR. L. MTI ROUTE: JNB-CPT-JNB 27/03/14 - 30/03/14	1	5 110,00	5 110,00	S
AIRPORT TAXES		1	1 460,00	1 460,00	Z
AGENTS FEE		1	360,00	360,00	S
VAT Summary					
Rate			Subtotal		
VAT			R6 930,00		
NET			VAT Total		
S@14,0%			R765,80		
Z@0,0%			Total		
TOTALS			R7 695,80		

Banking Detail:
Bank: FNB
Account Name: Blakes Travel Agency (Pty) Ltd
Acc Nr: 51260082627
Branch Code: 250341

TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034



L.A.M.

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Tax Invoice

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	17//Apr/2014	BT 12914

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Invoice To
MR J J VENTER

Customer Order No	Terms	Consultant
	Nct 30	BB

Item	Description	Qty	Rate	Amount	VAT
AVIS CAR RENTAL	DOC. NO: 573140455 DRIVER: MR. L. MTI PORT ELIZABETH AIRPORT 26/03/14 - 30/03/14	1	5 646,50	5 646,50	S
REFUELLING CHARGES		1	1 001,61	1 001,61	Z
AGENTS FEE		1	140,00	140,00	S

VAT Summary

Rate	VAT	NET	Subtotal	
				R6 788,11
S@14,0%	810,11	5 786,50		
Z@0,0%	0,00	1 001,61		
TOTALS	810,11	6 788,11	VAT Total	R810,11
			Total	R7 598,22

Banking Detail:

Bank: FNB
Account Name: Blakes Travel Agency (Pty) Ltd
Acc Nr: 51260082627
Branch Code: 250341TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034



S-A-M

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Tax Invoice

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	25//Apr/2014	BT 12991

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Customer Order No		Terms		Consultant	
		Net 30		BB	
Item	Description	Qty	Rate	Amount	VAT
ACCOMMODATION	THE PAXTON HOTEL VHR:36077 GUESTS: MR. & MR. L. MTI 26/03/14 - 30/03/14	1	11 695,18	11 695,18	S
NON VATABLE ITEMS	TIPS	1	62,00	62,00	Z
AGENTS FEE		1	1 200,00	1 200,00	S
VAT Summary			Subtotal		
Rate	VAT	NET	R12 957,18		
S@14,0%	1 805,33	12 895,18	VAT Total		
Z@0,0%	0,00	62,00	R1 805,33		
TOTALS	1 805,33	12 957,18	Total		
			R14 762,51		
Banking Detail:					
Bank: FNB					
Account Name: Blakes Travel Agency (Pty) Ltd		TEL NR: (011) 693-3761			
Acc Nr: 51260082627		FAX NR: (011) 693-3765			
Branch Code: 250341		(011) 693-4034			
		suretravel			
		IATA			
		ASATA			



J.A.M. AS

Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	22//May/2014	BT 13414

Invoice To

MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

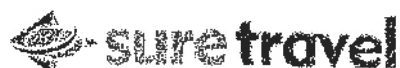
Customer Order No	Terms	Consultant
	Net 30	BB

Item	Description	Qty	Rate	Amount	VAT
AVIS CAR RENTAL	DOC. NO: 573186622 DRIVER: MR. L. MTI PORT ELIZABETH AIRPORT - E.L. AIRPORT 30/04/14 - 04/03/14	1	6 880,78	6 880,78	S
REFUELLING CHARGES		1	524,25	524,25	Z
AGENTS FEE		1	140,00	140,00	S

VAT Summary

Rate	VAT	NET	Subtotal	R7 545,03
S@14,0%	982,91	7 020,78	VAT Total	R982,91
Z@0,0%	0,00	524,25		
TOTALS	982,91	7 545,03		
			Total	R8 527,94

Banking Detail:

Bank: FNB
Account Name: Blakes Travel Agency (Pty) Ltd
Acc Nr: 51260082627
Branch Code: 250341TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034

S.A.M.

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760**Tax Invoice**

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	23//May/2014	BT 13425

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Customer Order No		Terms		Consultant	
		Net 30		BB	
Item	Description	Qty	Rate	Amount	VAT
ACCOMMODATION	PAXTON HOTEL VHR: 36090 GUEST: MR. L. MTI 30/04/14 - 02/05/14	1	5 880,60	5 880,60	S
AGENT'S FEE		1	600,00	600,00	S
VAT Summary					
Rate			Subtotal		
VAT			R6 480,60		
NET			VAT Total		
S@14,0%			R907,28		
TOTALS			Total		
907,28			R7 387,88		
907,28					
6 480,60					
6 480,60					

Banking Detail:
Bank: FNB
Account Name: Blakes Travel Agency (Pty) Ltd
Acc Nr: 51260082627
Branch Code: 250341

TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034



S.A.M.

Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207

Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	27//May/2014	BT 13512

Invoice To
MR J J VENTER

**TRAVEL AGENCY (PTY) LTD**

Reg. No. 70/15179/07

Customer Order No	Terms	Consultant
	Net 30	BB

Item	Description	Qty	Rate	Amount	VAT
ACCOMMODATION	SOUTHERN SUN HEMINGWAYS VHR:36091 GUEST: MR. L. MTI 02/05/14 - 04/05/14	1	4 148,25	4 148,25	S
NON VATABLE ITEMS		1	73,00	73,00	Z
SERVICE FEE		1	360,00	360,00	S

VAT Summary**Subtotal**

R4 581,25

Rate	VAT	NET
S@14,0%	631,16	4 508,25
Z@0,0%	0,00	73,00
TOTALS	631,16	4 581,25

VAT Total

R631,16

Total

R5 212,41

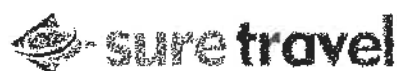
Banking Detail:

Bank: FNB

Account Name: Blakes Travel Agency (Pty) Ltd

Acc Nr: 51260082627

Branch Code: 250341

 TEL NR: (011) 693-3761
 FAX NR: (011) 693-3765
 (011) 693-4034


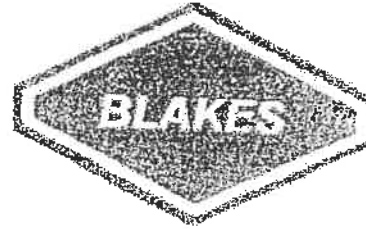
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Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760**Tax Invoice**

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	23//Jun/2014	BT 13875

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

		Customer Order No	Terms	Consultant	
			Net 30	BB	
Item	Description	Qty	Rate	Amount	VAT
SOUTH AFRICAN AIRWAYS	tick. 4867 969 455 PASSENGER: MR. L. MTI ROUTE: JNB-PLZ-JNB 03/06/14 - 09/06/14	1	4 170,00	4 170,00	S
AIRPORT TAXES		1	1 634,00	1 634,00	Z
AGENTS FEE		1	295,00	295,00	S
VAT Summary			Subtotal		
Rate	VAT	NET	R6 099,00		
S@14,0%	625,10	4 465,00	VAT Total		
Z@0,0%	0,00	1 634,00	R625,10		
TOTALS	625,10	6 099,00	Total		
			R6 724,10		
Banking Detail:					
Bank: FNB					
Account Name: Blakes Travel Agency (Pty) Ltd		TEL NR: (011) 693-3761			
Acc Nr: 51260082627		FAX NR: (011) 693-3765			
Branch Code: 250341		(011) 693-4034			



S.A.M.

Blakes Travel Agency (Pty) Ltd

P.O. Box 207

Randfontein, 1760

Tax Invoice

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	23/Jun/2014	BT 13879

TRAVEL AGENCY (PTY) LTD
Reg. No. 7916179/07

Invoice To
MR J J VENTER

Customer Order No	Terms	Consultant
	Net 30	BB

Item	Description	Qty	Rate	Amount	VAT
AVIS CAR RENTAL	DOC. NO: 574387774 DRIVER: MR. L. MTI 03/06/14 - 09/06/14 PORT ELIZABETH AIRPORT	1	6 235,15	6 235,15	S
REFUELLING CHARGES		1	741,74	741,74	Z
AGENTS FEE		1	140,00	140,00	S

VAT Summary

Rate	VAT	NET	Subtotal	
S@14,0%	892,52	6 375,15		R7 116,89
Z@0,0%	0,00	741,74		
TOTALS	892,52	7 116,89	VAT Total	R892,52
			Total	R8 009,41

Banking Detail:

Bank: FNB

Account Name: Blakes Travel Agency (Pty) Ltd

Acc Nr: 51260082627

Branch Code: 250341

TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034



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Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Tax Invoice

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	24//Jul/2014	4378



TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Invoice To
MR J J VENTER

Customer Order No		Terms		Consultant	
		Net 30		BB	
Item	Description	Qty	Rate	Amount	VAT
ACCOMMODATION	SAFARI COURT HOTEL NAMIBIA VHR:36818 GUEST: MR. L. MTJ 10/07/14 - 13/07/14	1	2 880,00	2 880,00	Z
AGENTS FEE		1	330,00	330,00	S
VAT Summary					
Rate			Subtotal		
VAT			R3 210,00		
NET			VAT Total		
Z@0,0%			R46,20		
S@14,0%			Total		
TOTALS			R3 256,20		

Banking Detail:

Bank: FNB
Account Name: Blakes Travel Agency (Pty) Ltd
Acc Nr: 51260082627
Branch Code: 250341

TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034

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Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	24//Jul/2014	BT 14393

Invoice To
MR J J VENTER



TRAVEL AGENCY (PTY) LTD
Reg. No. 70/16179/07

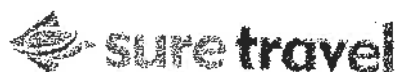
Customer Order No	Terms	Consultant
	Net 30	BB

Item	Description	Qty	Rate	Amount	VAT
SOUTH AFRICAN AIRWAYS	TICK. NO: 4868 111 567 PASSENGER: MR. L. MTI ROTE: JNB-PLZ-JNB 03/07/14 - 07/07/14	1	3 910,00	3 910,00	S
AIRPORT TAXES		1	1 505,00	1 505,00	Z
AGENTS FEE		1	275,00	275,00	S

VAT Summary			Subtotal	R5 690,00
Rate	VAT	NET	VAT Total	R585,90
S@14,0%	585,90	4 185,00	Total	R6 275,90
Z@0,0%	0,00	1 505,00		
TOTALS	585,90	5 690,00		

Banking Detail:
Bank: FNB
Account Name: Blakes Travel Agency (Pty) Ltd
Acc Nr: 51260082627
Branch Code: 250341

TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034



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S. A. M.

Blakes Travel Agency (Pty) Ltd




P.O. Box 207
Randfontein, 1760

Tax Invoice

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	29//Jul/2014	BT 14459

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

		Customer Order No.		Terms		Consultant	
				Net 30		BB	
Item	Description	Qty	Rate	Amount	VAT		
BUDGET CAR	DOC. NO: WH00498 DRIVER: MR. R. MTI 10/07/14 - 13/07/14 WIDHOEK AIRPORT	1	4 928,72	4 928,72	Z		
AGENTS FEE		1	140,00	140,00	S		
VAT Summary							
Rate	VAT	NET	Subtotal R5 068,72				
Z@0,0%	0,00	4 928,72	VAT Total R19,60				
S@14,0%	19,60	140,00					
TOTALS	19,60	5 068,72	Total R5 088,32				
Banking Detail: Bank: FNB Account Name: Blakes Travel Agency (Pty) Ltd Acc Nr: 51260082627 Branch Code: 250341		TEL NR: (011) 693-3761 FAX NR: (011) 693-3765 (011) 693-4034		  			



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Blakes Travel Agency (Pty) Ltd




P.O. Box 207
Randfontein, 1760

Tax Invoice

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	24//Nov/2014	BT 16569

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

		Customer Order No		Terms		Consultant	
				Net 30		BB	
Item	Description	Qty	Rate	Amount	VAT		
SOUTH AFRICAN AIRWAYS	083-5833831950 MR LINDA MTI ROUTE:JNB-PLZ-JNB SA417/14NOV SA410/17NOV ELECTRONIC AIR TICKET	1	3 080,00	3 080,00	S		
AIRPORT TAX - EV	32.78EV	1	32,78	32,78	Z		
AIRPORT TAX - YR DOM	945.61YR	1	945,61	945,61	S		
AIRPORT TAX - ZA	222,81ZA	1	222,81	222,81	S		
AIRPORT TAX - UM DOM	42.11UM	1	42,11	42,11	S		
AGENTS FEE	7PC	1	220,00	220,00	S		
VAT Summary							
Rate	VAT	NET	Subtotal R4 543,31				
S@14,0%	631,47	4 510,53	VAT Total R631,47				
Z@0,0%	0,00	32,78					
TOTALS	631,47	4 543,31	Total R5 174,78				
Banking Detail: Bank: FNB Account Name: Blakes Travel Agency (Pty) Ltd Acc Nr: 51260082627 Branch Code: 250341		TEL NR: (011) 693-3761 FAX NR: (011) 693-3765 (011) 693-4034		  			



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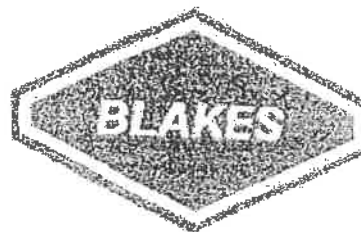
Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	26/Nov/2014	BT 16682

Invoice To
MR J J VENTER



TRAVEL AGENCY (PTY) LTD
Reg. No. 70115179/07

Customer Order No		Terms		Consultant	
		Net 30		BB	
Item	Description	Qty	Rate	Amount	VAT
AVIS CAR RENTAL	DOC NO: 912910176 DRIVER MTI MR L 14/11/2014-16/11/2014 PORT ELIZABETH	1	4 186,06	4 186,06	S
REFUELLING CHARGES	VOUCHER 02821954	1	398,43	398,43	Z
SERVICE FEE		1	140,00	140,00	S
VAT Summary			Subtotal		
Rate	VAT	NET	R4 724,49		
S@14,0%	605,65	4 326,06	VAT Total		
Z@0,0%	0,00	398,43	R605,65		
TOTALS	605,65	4 724,49	Total		
			R5 330,14		

Banking Detail:

Bank: FNB

Account Name: Blakes Travel Agency (Pty) Ltd

Acc Nr: 51260082627

Branch Code: 250341

TEL NR: (011) 693-3761

FAX NR: (011) 693-3765

(011) 693-4034



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Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760**Tax Invoice**

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	31//Dec/2014	BT 17080

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

		Customer Order No		Terms		Consultant	
				Net 30		BB	
Item	Description	Qty	Rate	Amount	VAT		
AVIS CAR RENTAL	DOC. NO: E913254834 DRIVER: MT. L. MTI 05/12/14 - 07/12/14	1	2 512,24	2 512,24	S		
REFUELLING CHARGES AGENTS FEE		1	198,68	198,68	Z		
		1	140,00	140,00	S		
VAT Summary						Subtotal	
Rate		VAT		NET		R2 850,92	
S@14,0%		371,31		2 652,24		VAT Total	
Z@0,0%		0,00		198,68		R371,31	
TOTALS		371,31		2 850,92		Total	
						R3 222,23	

Banking Detail:

Bank: FNB

Account Name: Blakes Travel Agency (Pty) Ltd

Acc Nr: 51260082627

Branch Code: 250341

TEL NR: (011) 693-3761

FAX NR: (011) 693-3765

(011) 693-4034



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Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	31//Jan/2015	BT 17484

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Customer Order No		Terms		Consultant	
		Net 30		BB	
Item	Description	Qty	Rate	Amount	VAT
AVIS CAR RENTAL	DOC. NO: 912857993 DRIVER: MR. L. MTI 18/12/14-03/01/15 PORT ELIZABETH AIRPORT	1	21 941,63	21 941,63	S
REFUELLING CHARGES		1	198,68	198,68	Z
AGENTS FEE		1	140,00	140,00	S
VAT Summary					
Rate			Subtotal		
VAT			R22 280,31		
NET					
S@14,0%			22 081,63		
Z@0,0%			198,68		
TOTALS			22 280,31		
			VAT Total		
			R3 091,43		
			Total		
			R25 371,74		

Banking Detail:

Bank: FNB

Account Name: Blakes Travel Agency (Pty) Ltd

Acc Nr: 51260082627

Branch Code: 250341

TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034

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Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Tax Invoice

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117301	16/Feb/2015	BT 17687

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg No. 70/118179/TJ7

Customer Order No	Terms	Consultant
	Net 30	BB

Item	Description	Qty	Rate	Amount	VAT
SOUTH AFRICAN AIRWAYS	083-5834274668 083-5834311304 MR LINDA MTI ROUTE:JNB-CPT-JNB SA333/11FEB SA333/14FEB ELECTRONIC AIR TICKET	1	4 560,00	4 560,00	S
AIRPORT TAX - EV	32.78EV	1	32,78	32,78	Z
AIRPORT TAX - YR DOM	1113.16YR	1	1 113,16	1 113,16	S
AIRPORT TAX - ZA	222.80ZA	1	222,80	222,80	S
AIRPORT TAX - UM DOM	42.11ZA	1	42,11	42,11	S
AGENTS FEE	7PC	1	320,00	320,00	S

VAT Summary

Rate	VAT	NET	Subtotal	R6 290,85
S@14,0%	876,13	6 258,07	VAT Total	R876,13
Z@0,0%	0,00	32,78		
TOTALS	876,13	6 290,85	Total	R7 166,98

Banking Detail:

Bank: FNB
Account Name: Blakes Travel Agency (Pty) Ltd
Acc Nr: 51260082627
Branch Code: 250341TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034



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Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Tax Invoice

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	25//Feb/2015	BT 17771

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15/179/07

Invoice To
MR J J VENTER

Customer Order No		Terms		Consultant	
		Net 30		BB	
Item	Description	Qty	Rate	Amount	VAT
BUDGET CAR	DOC NO: IM17563F01/A1 DRIVER MT1 MR R 11/2/2015-13/2/2015 VAN RENTAL MAITLAND	1	3 484,18	3 484,18	S
REFUELLING CHARGES	VOUCHER 10387116	1	303,48	303,48	Z
SERVICE FEE		1	140,00	140,00	S
VAT Summary					
Rate			Subtotal		
VAT			R3 927,66		
NET			VAT Total		
S@14,0%			R507,39		
Z@0,0%			Total		
TOTALS			R4 435,05		

Banking Detail:
Bank: FNB
Account Name: Blakes Travel Agency (Pty) Ltd
Acc Nr: 51260082627
Branch Code: 250341

TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034



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Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207

Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	28//Feb/2015	BT 17851

Invoice To

MR J J VENTER



TRAVEL AGENCY (PTY) LTD

Reg. No. 70/15179/07

Customer Order No	Terms	Consultant
	Net 30	BB

Item	Description	Qty	Rate	Amount	VAT
ACCOMMODATION	PEPPER CLUB HOTEL VHR:36693 GUEST MR. L. MTI 11/02/15 - 14/02/15	1	5 263,16	5 263,16	S
AGENTS FEE		1	750,00	750,00	S
VAT Summary			Subtotal R6 013,16		
Rate	VAT	NET			
S@14,0%	841,84	6 013,16	VAT Total R841,84		
TOTALS	841,84	6 013,16	Total R6 855,00		

Banking Detail:

Bank: FNB

Account Name: Blakes Travel Agency (Pty) Ltd

Acc Nr: 51260082627

Branch Code: 250341

TEL NR: (011) 693-3761

FAX NR: (011) 693-3765

(011) 693-4034



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Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	11/Mar/2015	BT 18064

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 70115179/07

Customer Order No		Terms		Consultant	
		Nct 30		BB	
Item	Description	Qty	Rate	Amount	VAT
AVIS CAR RENTAL	DOC NO: 454917164 DRIVER MTI MR L 5/3/2015-8/3/2015 PORT ELIZABETH AP	1	4 107,32	4 107,32	S
REFUELLING CHARGES	VOUCHER 02820624	1	331,01	331,01	Z
SERVICE FEE		1	140,00	140,00	S
VAT Summary			Subtotal		
Rate	VAT	NET	R4 578,33		
S@14,0%	594,62	4 247,32	VAT Total		
Z@0,0%	0,00	331,01	R594,62		
TOTALS	594,62	4 578,33	Total		
			R5 172,95		

Banking Detail:

Bank: FNB

Account Name: Blakes Travel Agency (Pty) Ltd

Acc Nr: 51260082627

Branch Code: 250341

TEL NR: (011) 693-3761

FAX NR: (011) 693-3765

(011) 693-4034



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Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207

Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	30/Mar/2015	BT 18361



TRAVEL AGENCY (PTY) LTD

Reg. No. 70/15179/07

Invoice To
MR J J VENTER

Customer Order No	Terms	Consultant
	Net 30	BB

Item	Description	Qty	Rate	Amount	VAT
SOUTH AFRICAN AIRWAYS	TICK: 5834 540 273 PASSENGER: MR. L. MTI ROUTE: JNB-PLZ-JNB 02/04/15 - 06/04/15	1	4 360,00	4 360,00	S
AIRPORT TAX - EV		1	37,44	37,44	Z
AIRPORT TAX - YR DOM		1	1 371,93	1 371,93	S
AIRPORT TAX - ZA		1	222,81	222,81	S
AIRPORT TAX - UM DOM		1	42,11	42,11	S
AGENTS FEE		1	310,00	310,00	S

VAT Summary

Rate	VAT	NET	Subtotal	R6 344,29
S@14,0%	882,96	6 306,85	VAT Total	R882,96
Z@0,0%	0,00	37,44		
TOTALS	882,96	6 344,29	Total	R7 227,25

Banking Detail:

Bank: FNB

Account Name: Blakes Travel Agency (Pty) Ltd

Acc Nr: 51260082627

Branch Code: 250341

TEL NR: (011) 693-3761

FAX NR: (011) 693-3765

(011) 693-4034



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Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207

Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	30//Mar/2015	BT 18356

Invoice To

MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Customer Order No	Terms	Consultant
	Net 30	BB

Item	Description	Qty	Rate	Amount	VAT
SOUTH AFRICAN AIRWAYS	TICK: 5834 396 222 PASSENGER: MR. L. MTI ROUTE: JNB-PLZ-JNB 05/03/15 - 08/03/15	1	3 080,00	3 080,00	S
AIRPORT TAX - EV		1	32,78	32,78	Z
AIRPORT TAX - YR DOM		1	977,19	977,19	S
AIRPORT TAX - ZA		1	222,81	222,81	S
AIRPORT TAX - UM DOM		1	42,11	42,11	S
AGENTS FEE		1	220,00	220,00	S

VAT Summary

Rate	VAT	NET	Subtotal	R4 574,89
S@14,0%	635,90	4 542,11	VAT Total	R635,90
Z@0,0%	0,00	32,78		
TOTALS	635,90	4 574,89	Total	R5 210,79

Banking Detail:

Bank: FNB

Account Name: Blakes Travel Agency (Pty) Ltd

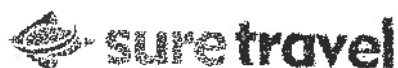
Acc Nr: 51260082627

Branch Code: 250341

TEL NR: (011) 693-3761

FAX NR: (011) 693-3765

(011) 693-4034



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Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	29//Apr/2015	BT 18792

Invoice To
MR J J VENTER



TRAVEL AGENCY (PTY) LTD
Reg No. 70/16179/07

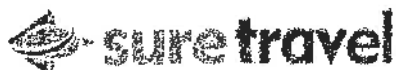
Customer Order No	Terms	Consultant
	Net 30	BB

Item	Description	Qty	Rate	Amount	VAT
BIDVEST CAR RENTAL	DOC. NO: HV73640 DRIVER: MR. R. MTI PORT ELIZABETH AIRPORT 02/04/15 - 05/04/15	1	2 904,39	2 904,39	S
REFUELLING CHARGES		1	644,80	644,80	Z
AGENTS FEE		1	140,00	140,00	S
VAT Summary			Subtotal R3 689,19		
Rate	VAT	NET	VAT Total R426,21		
S@14,0%	426,21	3 044,39	Total R4 115,40		
Z@0,0%	0,00	644,80			
TOTALS	426,21	3 689,19			

Banking Detail:

Bank: FNB
Account Name: Blakes Travel Agency (Pty) Ltd
Acc Nr: 51260082627
Branch Code: 250341

TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034



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Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Tax Invoice

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	29//Apr/2015	BT 18790

Invoice To

MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Customer Order No	Terms	Consultant
	Net 30	BB

Item	Description	Qty	Rate	Amount	VAT
SOUTH AFRICAN AIRWAYS	TICK. 5834 760 761 PASSENGER: MR. L. MTI ROUTE: JNB-PLZ-JNB 30/04/15 - 03/05/15	1	2 940,00	2 940,00	S
AIRPORT TAX - EV		1	37,44	37,44	Z
AIRPORT TAX - UM DOM		1	42,11	42,11	S
AIRPORT TAX - YR DOM		1	1 000,00	1 000,00	S
AIRPORT TAX - ZA		1	222,81	222,81	S
AGENTS FEE		1	210,00	210,00	S
VAT Summary			Subtotal	R4 452,36	
Rate	VAT	NET	VAT Total	R618,09	
S@14,0%	618,09	4 414,92	Total	R5 070,45	
Z@0,0%	0,00	37,44			
TOTALS	618,09	4 452,36			

Banking Detail:

Bank: FNB
Account Name: Blakes Travel Agency (Pty) Ltd
Acc Nr: 51260082627
Branch Code: 250341TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034



S-A-M

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Tax Invoice

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	30//Apr/2015	BT 18842

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Customer Order No	Terms	Consultant
	Net 30	BB

Item	Description	Qty	Rate	Amount	VAT
ACCOMMODATION	BEVERLY HILLS HOTEL-UMHLANGA ROCKS VHR-37806 GUEST-MTI LINDA 24-04-2015 / 27-04-2015	1	12 419,28	12 419,28	S
NON VATABLE ITEMS SERVICE FEE		1	83,00	83,00	Z
		1	1 255,00	1 255,00	S
VAT Summary			Subtotal		
Rate	VAT	NET	R13 757,28		
S@14,0%	1 914,40	13 674,28	VAT Total		
Z@0,0%	0,00	83,00	R1 914,40		
TOTALS	1 914,40	13 757,28	Total		
			R15 671,68		

Banking Detail:
Bank: FNB
Account Name: Blakes Travel Agency (Pty) Ltd
Acc Nr: 51260082627
Branch Code: 250341

TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034



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Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	06//May/2015	BT 18881

Invoice To
MR J J VENTER



TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

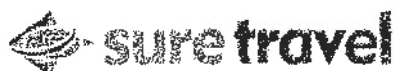
Customer Order No	Terms	Consultant
	Net 30	BB

Item	Description	Qty	Rate	Amount	VAT
AVIS CAR RENTAL	DOC.549078434 DRIVER-MTI LINDA 24-04-2015 / 27-04-2015 KING SHAKA APT	1	3 565,79	3 565,79	S
REFUELLING CHARGES SERVICE FEE	VHR-04467805	1	102,02	102,02	Z
		1	150,00	150,00	S
VAT Summary			Subtotal R3 817,81		
Rate	VAT	NET			
S@14,0%	520,21	3 715,79	VAT Total R520,21		
Z@0,0%	0,00	102,02			
TOTALS	520,21	3 817,81	Total R4 338,02		

Banking Detail:

Bank: FNB
Account Name: Blakes Travel Agency (Pty) Ltd
Acc Nr: 51260082627
Branch Code: 250341

TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034



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Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760**Tax Invoice**

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	08//May/2015	BT 18902

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/16179/07

Customer Order No	Terms	Consultant
	Net 30	BB

Item	Description	Qty	Rate	Amount	VAT
AVIS CAR RENTAL	DOC.790710734 DRIVER-MTI LINDA MR 30-05-2015 / 03-05-2015 PORT ELIZABETH APT	1	3 565,79	3 565,79	S
REFUELLING CHARGES	VHR-04467702	1	261,23	261,23	Z
SERVICE FEE		1	150,00	150,00	S

VAT Summary

Rate	VAT	NET	Subtotal	R3 977,02
S@14,0%	520,21	3 715,79	VAT Total	R520,21
Z@0,0%	0,00	261,23	Total	R4 497,23
TOTALS	520,21	3 977,02		

Banking Detail:Bank: FNB
Account Name: Blakes Travel Agency (Pty) Ltd
Acc Nr: 51260082627
Branch Code: 250341TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034



BB

S-A-M

Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	20//May/2015	BT 19122

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 76/15179/07

Customer Order No	Terms	Consultant
	Net 30	BB

Item	Description	Qty	Rate	Amount	VAT
AVIS CAR RENTAL	DOC NO: 791458113 DRIVER MTI MR L 15/5/2015-17/5/2015 PORT ELIZABETH	1	3 111,56	3 111,56	S
REFUELLING CHARGES	VOUCHER 04467525	1	530,64	530,64	Z
SERVICE FEE		1	150,00	150,00	S

VAT Summary

Subtotal

R3 792,20

Rate

VAT

NET

S@14,0%

456,62

3 261,36

Z@0,0%

0,00

530,64

TOTALS

456,62

3 792,20

VAT Total

R456,62

Total

R4 248,82

Banking Detail:

Bank: FNB
Account Name: Blakes Travel Agency (Pty) Ltd
Acc Nr: 51260082627
Branch Code: 250341TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034

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Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Tax Invoice

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	30/May/2015	BT 19300

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Customer Order No	Terms	Consultant
	Net 30	BB

Item	Description	Qty	Rate	Amount	VAT
SOUTH AFRICAN AIRWAYS	TICK. NO: 5852 633 692 ROUTE: JNB-PLZ-JNB PASSENGER: MR. L MTI 27/05/15 - 30/05/15	1	2 940,00	2 940,00	S
AIRPORT TAX - EV		1	37,44	37,44	Z
AIRPORT TAX - YR DOM		1	984,21	984,21	S
AIRPORT TAX - UM DOM		1	42,11	42,11	S
AIRPORT TAX - ZA		1	222,81	222,81	S
AGENTS FEE		1	210,00	210,00	S
VAT Summary			Subtotal		
Rate	VAT	NET	R4 436,57		
S@14,0%	615,88	4 399,13	VAT Total		
Z@0,0%	0,00	37,44	R615,88		
TOTALS	615,88	4 436,57	Total		
			R5 052,45		

Banking Detail:
Bank: FNB
Account Name: Blakes Travel Agency (Pty) Ltd
Acc Nr: 51260082627
Branch Code: 250341

TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034



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Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Tax Invoice

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	04/Jun/2015	BT 19360

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Customer Order No	Terms	Consultant
	Net 30	BB

Item	Description	Qty	Rate	Amount	VAT
BIDVEST CAR RENTAL.	DOC.HV78541J01 DRIVER-MTI RICHMOND MR 27-05-2015 / 30-05-2015 PORT ELIZABETH APT	1	2 720,17	2 720,18	S
REFUELLING CHARGES	VHR-11770776	1	297,35	297,35	Z
SERVICE FEE		1	150,00	150,00	S
VAT Summary			Subtotal		
Rate	VAT	NET	R3 167,53		
S@14,0%	401,82	2 870,18	VAT Total		
Z@0,0%	0,00	297,35	R401,82		
TOTALS	401,82	3 167,53	Total		
			R3 569,35		

Banking Detail:

Bank: FNB
Account Name: Blakes Travel Agency (Pty) Ltd
Acc Nr: 51260082627
Branch Code: 250341TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034

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Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Tax Invoice

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	29/Jun/2015	BT 19664

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/18179/07

Customer Order No	Terms	Consultant
	Net 30	BB

Item	Description	Qty	Rate	Amount	VAT
ACCOMMODATION	PROTEA - MARINE PE VHR: 37820 GUEST: MR. L. MTI 27/05/15 - 30/05/15 GRATUITY	1	4 811,21	4 811,21	S
NON VATABLE ITEMS		1	29,00	29,00	Z
AGENTS FEE		1	360,00	360,00	S

VAT Summary

Rate	VAT	NET
S@14,0%	723,97	5 171,21
Z@0,0%	0,00	29,00
TOTALS	723,97	5 200,21

Subtotal R5 200,21

VAT Total R723,97

Total R5 924,18

Banking Detail:
Bank: FNB
Account Name: Blakes Travel Agency (Pty) Ltd
Acc Nr: 51260082627
Branch Code: 250341

TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034



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Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Tax Invoice

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	29/Jun/2015	BT 19665

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 7018179/07

Customer Order No	Terms	Consultant
	Net 30	BB

Item	Description	Qty	Rate	Amount	VAT
SOUTH AFRICAN AIRWAYS	TICK: 5852 591 827 PASSENGER: MR. L. MTI 15/05/15 - 17/05/15 JNB-PLZ-JNB	1	4 420,00	4 420,00	S
AIRPORT TAX - EV		1	37,44	37,44	Z
AIRPORT TAX - UM DOM		1	42,11	42,11	S
AIRPORT TAX - YR DOM		1	1 315,79	1 315,79	S
AIRPORT TAX - ZA		1	222,81	222,81	S
AGENTS FEE		1	310,00	310,00	S
VAT Summary			Subtotal		
Rate	VAT	NET	R6 348,15		
S@14,0%	883,50	6 310,71	VAT Total		
Z@0,0%	0,00	37,44	R883,50		
TOTALS	883,50	6 348,15	Total		
			R7 231,65		

Banking Detail:

Bank: FNB
Account Name: Blakes Travel Agency (Pty) Ltd
Acc Nr: 51260082627
Branch Code: 250341TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034



Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207

Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	30/Jun/2015	BT 19739

Invoice To
MR J J VENTER



TRAVEL AGENCY (PTY) LTD

Reg. No. 70/15179/07

Customer Order No	Terms	Consultant
	Net 30	BB

Item	Description	Qty	Rate	Amount	VAT
AVIS CAR RENTAL	DOC 469515362 DRIVER MTI MR L 25/6/2015-28/6/2015 PORT ELIZABETH	1	6 131,22	6 131,22	S
REFUELLING CHARGES	VOUCHER 04467013	1	646,50	646,50	Z
SERVICE FEE		1	150,00	150,00	S

VAT Summary

Rate	VAT	NET	Subtotal	R6 927,72
S@14,0%	879,37	6 281,22	VAT Total	R879,37
Z@0,0%	0,00	646,50	Total	R7 807,09
TOTALS	879,37	6 927,72		

Banking Detail:

Bank: FNB

Account Name: Blakes Travel Agency (Pty) Ltd

Acc Nr: 51260082627

Branch Code: 250341

TEL NR: (011) 693-3761

FAX NR: (011) 693-3765

(011) 693-4034



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Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	07/Jul/2015	BT 19839

Invoice To
MR J J VENTER



TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Customer Order No	Terms	Consultant
	Net 30	BB

Item	Description	Qty	Rate	Amount	VAT
AVIS CAR RENTAL	DOC 790710734 DRIVER MTI MR L 30/4/2015-3/5/2015 TRAFFIC FINE ADMIN FEES PORT ELIZABETH REFER TO BT-18902	1	232,46	232,46	S
SERVICE FEE		1	50,00	50,00	S

VAT Summary

Rate	VAT	NET	Subtotal	R282,46
S@14,0%	39,54	282,46	VAT Total	R39,54
TOTALS	39,54	282,46	Total	R322,00

Banking Detail:

Bank: FNB
Account Name: Blakes Travel Agency (Pty) Ltd
Acc Nr: 51260082627
Branch Code: 250341

TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034



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S-A-M

Blakes Travel Agency (Pty) Ltd




P.O. Box 207
Randfontein, 1760

Tax Invoice

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	12//Aug/2015	BT 20443

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg No. 7015179/07

Customer Order No		Terms		Consultant	
		Net 30		BB	
Item	Description	Qty	Rate	Amount	VAT
SOUTH AFRICAN AIRWAYS	083-9396987226 MR LINDA MTI ROUTE:PLZ-JNB CHANGE OF RESERVATION SA420/12AUG ELECTRONIC AIR TICKET	1	1 100,00	1 100,00	S
AIRPORT TAX - YR DOM	176.67YR	1	176,67	176,67	S
AGENTS FEE	130	1	130,00	130,00	S
VAT Summary					
Rate	VAT	NET	Subtotal R1 406,67		
S@14,0%	196,93	1 406,67			
TOTALS	196,93	1 406,67	VAT Total R196,93		
			Total R1 603,60		
Banking Detail: Bank: FNB Account Name: Blakes Travel Agency (Pty) Ltd Acc Nr: 51260082627 Branch Code: 250341		TEL NR: (011) 693-3761 FAX NR: (011) 693-3765 (011) 693-4034			
					
		 			



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Tax Invoice

Blakes Travel Agency (Pty) Ltd




P.O. Box 207
Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	26//Aug/2015	BT 20676

Invoice To
MR J J VENTER



TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

		Customer Order No	Terms	Consultant	
			Net 30	BB	
Item	Description	Qty	Rate	Amount	VAT
SOUTH AFRICAN AIRWAYS	083-9397073388 MR LINDA MTI ROUTE:JNB-PLZ-JNB SA419/03SEP SA420/06SEP ELECTRONIC AIR TICKET	1	2 940,00	2 940,00	S
AIRPORT TAX - EV	37.44EV	1	37,44	37,44	Z
AIRPORT TAX - YR DOM	1070.18YR	1	1 070,18	1 070,18	S
AIRPORT TAX - ZA	222.81ZA	1	222,81	222,81	S
AIRPORT TAX - UM DOM	42.10UM	1	42,10	42,10	S
AGENTS FEE	7PC	1	210,00	210,00	S
VAT Summary			Subtotal		
Rate	VAT	NET	R4 522,53		
S@14,0%	627,91	4 485,09	VAT Total		
Z@0,0%	0,00	37,44	R627,91		
TOTALS	627,91	4 522,53	Total		
			R5 150,44		
Banking Detail: Bank: FNB Account Name: Blakes Travel Agency (Pty) Ltd Acc Nr: 51260082627 Branch Code: 250341		TEL NR: (011) 693-3761 FAX NR: (011) 693-3765 (011) 693-4034		  	

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Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	31//Aug/2015	BT 20765

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/16179/07

Customer Order No	Terms	Consultant
	Net 30	BB

Item	Description	Qty	Rate	Amount	VAT
SOUTH AFRICAN AIRWAYS	TICK. 9396 934 010 PASSENGER: MR. L MTI JNB-PLZ-JNB 06/08/15 - 10/08/15	1	2 940,00	2 940,00	S
AIRPORT TAX - EV		1	37,44	37,44	Z
AIRPORT TAX - UM DOM		1	42,11	42,11	S
AIRPORT TAX - YQ DOM		1	1 043,86	1 043,86	S
AIRPORT TAX - ZA		1	222,81	222,81	S
AGENTS FEE		1	210,00	210,00	S

VAT Summary

Rate	VAT	NET	Subtotal	R4 496,22
S@14,0%	624,23	4 458,78		
Z@0,0%	0,00	37,44		
TOTALS	624,23	4 496,22	VAT Total	R624,23
			Total	R5 120,45

Banking Detail:

Bank: FNB

Account Name: Blakes Travel Agency (Pty) Ltd

Acc Nr: 51260082627

Branch Code: 250341

TEL NR: (011) 693-3761

FAX NR: (011) 693-3765

(011) 693-4034



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Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	16//Sept/2015	BT 21033

Invoice To

MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Customer Order No	Terms	Consultant
	Net 30	BB

Item	Description	Qty	Rate	Amount	VAT
AVIS CAR RENTAL	DOC: 595804355 DRIVER: MTI L MR DATE: 10/09/2015 - 13/09/2015 PORT ELIZABETH AIRPORT VHR: 04465915	1	6 248,74	6 248,74	S
REFUELLING CHARGES		1	852,22	852,22	Z
SERVICE FEE		1	150,00	150,00	S

VAT Summary

Rate	VAT	NET	Subtotal	R7 250,96
S@14,0%	895,82	6 398,74	VAT Total	R895,82
Z@0,0%	0,00	852,22		
TOTALS	895,82	7 250,96	Total	R8 146,78

Banking Detail:

Bank: FNB

Account Name: Blakes Travel Agency (Pty) Ltd

Acc Nr: 51260082627

Branch Code: 250341

TEL NR: (011) 693-3761

FAX NR: (011) 693-3765

(011) 693-4034



S.A.M.

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760**Tax Invoice**

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	29/Oct/2015	BT 21697

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Customer Order No	Terms	Consultant
	Net 30	BB

Item	Description	Qty	Rate	Amount	VAT
BRITISH AIRWAYS	9736 402 582/583 PASSENGER: MR. L. MTI ROUTE: JNB-DUR-JNB 26/10/15 - 27/10/15	1	1 190,00	1 190,00	S
AIRPORT TAX - EV		1	18,72	18,72	Z
AIRPORT TAX - UM DOM		1	21,06	21,06	S
AIRPORT TAX - YR DOM		1	540,36	540,36	S
AIRPORT TAX - ZA		1	111,41	111,41	S
SOUTH AFRICAN AIRWAYS		1	1 530,00	1 530,00	S
AIRPORT TAX - EV		1	18,72	18,72	Z
AIRPORT TAX - UM DOM		1	21,06	21,06	S
AIRPORT TAX - YQ DOM		1	977,20	977,20	S
AIRPORT TAX - ZA		1	111,41	111,41	S
AGENTS FEE		1	195,00	195,00	S
VAT Summary			Subtotal	R4 734,94	
Rate	VAT	NET	VAT Total	R657,65	
S@14,0%	657,65	4 697,50	Total	R5 392,59	
Z@0,0%	0,00	37,44			
TOTALS	657,65	4 734,94			

Banking Detail:
Bank: FNB
Account Name: Blakes Travel Agency (Pty) Ltd
Acc Nr: 51260082627
Branch Code: 250341

TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034



SAM

Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	05/Nov/2015	BT 21816

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Customer Order No	Terms	Consultant
	Net 30	BB

Item	Description	Qty	Rate	Amount	VAT
AVIS CAR RENTAL	DOC NO: 596806125 DRIVER MTI MR L 26/10/2015-27/10/2015 KING SHAKA APT	1	3 981,85	3 981,85	S
REFUELLING CHARGES	VOUCHER 04465252	1	479,20	479,20	Z
SERVICE FEE		1	150,00	150,00	S

VAT Summary

Rate	VAT	NET	Subtotal	R4 611,05
S@14,0%	578,46	4 131,85	VAT Total	R578,46
Z@0,0%	0,00	479,20	Total	R5 189,51
TOTALS	578,46	4 611,05		

Banking Detail:

Bank: FNB
Account Name: Blakes Travel Agency (Pty) Ltd
Acc Nr: 51260082627
Branch Code: 250341

TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034



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Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Tax Invoice

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	30//Nov/2015	BT 22324

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Customer Order No	Terms	Consultant
	Net 30	BB

Item	Description	Qty	Rate	Amount	VAT
SOUTH AFRICAN AIRWAYS	9736 490 066 PASSENGER: MR. L. MTI ROUTE: JNB-PLZ-JNB 05/11/15 - 11/11/15	1	2 940,00	2 940,00	S
AIRPORT TAX - EV		1	37,44	37,44	Z
AIRPORT TAX - UM DOM		1	42,11	42,11	S
AIRPORT TAX - YR DOM		1	1 142,11	1 142,11	S
AIRPORT TAX - ZA		1	222,81	222,81	S
AGENTS FEE		1	210,00	210,00	S

VAT Summary

Rate	VAT	NET	Subtotal	R4 594,47
S@14,0%	637,98	4 557,03		
Z@0,0%	0,00	37,44		
TOTALS	637,98	4 594,47	VAT Total	R637,98
			Total	R5 232,45

Banking Detail:

Bank: FNB
Account Name: Blakes Travel Agency (Pty) Ltd
Acc Nr: 51260082627
Branch Code: 250341TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034



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Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760**Tax Invoice**

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	04//Dec/2015	BT 22374

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Invoice To
MR J J VENTER

Customer Order No		Terms		Consultant	
		Net 30		BB	
Item	Description	Qty	Rate	Amount	VAT
AVIS CAR RENTAL.	DOC NO; 961469154 DRIVER MTI MR L 26/11/2015-30/11/2015 PORT ELIZABETH APT	1	4 746,82	4 746,82	S
REFUELLING CHARGES SERVICE FEE	VOUCHER 04464670	1	408,42	408,42	Z
		1	150,00	150,00	S
VAT Summary			Subtotal		
Rate	VAT	NET	R5 305,24		
S@14,0%	685,55	4 896,82	VAT Total		
Z@0,0%	0,00	408,42	R685,55		
TOTALS	685,55	5 305,24	Total		
			R5 990,79		
Banking Detail: Bank: FNB Account Name: Blakes Travel Agency (Pty) Ltd Acc Nr: 51260082627 Branch Code: 250341		TEL NR: (011) 693-3761 FAX NR: (011) 693-3765 (011) 693-4034		  	



S-AM

Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	14//Dec/2015	BT 22473

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/16179/07

Invoice To
MR J J VENTER

Customer Order No		Terms		Consultant	
		Net 30		BB	
Item	Description	Qty	Rate	Amount	VAT
AVIS CAR RENTAL	DOC NO; 961482152 dRIVER MTI MR L 4/12/2015-8/12/2015 PORT ELIZABETH	1	5 975,46	5 975,46	S
REFUELLING CHARGES	VOUCHER 04465020	1	663,85	663,85	Z
SERVICE FEE		1	150,00	150,00	S
VAT Summary			Subtotal		
Rate	VAT	NET	R6 789,31		
S@14,0%	857,56	6 125,46	VAT Total		
Z@0,0%	0,00	663,85	R857,56		
TOTALS	857,56	6 789,31	Total		
			R7 646,87		

Banking Detail:

Bank: FNB

Account Name: Blakes Travel Agency (Pty) Ltd

Acc Nr: 51260082627

Branch Code: 250341

TEL NR: (011) 693-3761

FAX NR: (011) 693-3765

(011) 693-4034



S-A-M

Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	01//Jan/2016	BT 22550

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Invoice To
MR J J VENTER

Customer Order No		Terms		Consultant	
		Net 30		BB	
Item	Description	Qty	Rate	Amount	VAT
ACCOMMODATION	BAKUBUNG LEGACY RESORT SUN CITY MR R MTI RESERVATION NO: 9489870 VOUCHER 37875 IN 07JAN16 OUT 11JAN16	1	16 105,26	16 105,26	S
ACCOMMODATION AGENTS FEE	TOURISM LEVY	4 1	45,90 2 000,00	183,60 2 000,00	Z S
VAT Summary			Subtotal		
Rate	VAT	NET	R18 288,86		
S@14,0%	2 534,74	18 105,26	VAT Total		
Z@0,0%	0,00	183,60	R2 534,74		
TOTALS	2 534,74	18 288,86	Total		
			R20 823,60		

Banking Detail:
Bank: FNB
Account Name: Blakes Travel Agency (Pty) Ltd
Acc Nr: 51260082627
Branch Code: 250341

TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034



S-A-M

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Tax Invoice

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	27//Jan/2016	BT 22803

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Customer Order No		Terms		Consultant	
		Net 30		BB	
Item	Description	Qty	Rate	Amount	VAT
DOLLAR THRIFTY CAR	DOC. NO: 781924 DRIVER: MR. L. MTI 31/12/15 - 05/01/16 PE AIRPORT MERCEDES C180	1	7 802,92	7 802,92	S
REFUELLING CHARGES		1	582,64	582,64	Z
AGENTS FEE		1	150,00	150,00	S
VAT Summary					
Rate			Subtotal		
VAT			R8 535,56		
NET			VAT Total		
S@14,0%			R1 113,41		
Z@0,0%			Total		
TOTALS			R9 648,97		

Banking Detail:
Bank: FNB
Account Name: Blakes Travel Agency (Pty) Ltd
Acc Nr: 51260082627
Branch Code: 250341

TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034



S-A-M

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Tax Invoice

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	28/Jan/2016	BT 22813

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg No. 7015179/07

Customer Order No	Terms	Consultant
	Net 30	BB

Item	Description	Qty	Rate	Amount	VAT
SOUTH AFRICAN AIRWAYS	TICK. NO: 8736 650 140 PASSENGER: MR. L. MTI KNB-PLZ-JNB 04/12/15 - 06/12/16	1	3 520,00	3 520,00	S
AIRPORT TAX - EV		1	37,44	37,44	Z
AIRPORT TAX - UM DOM		1	42,11	42,11	S
AIRPORT TAX - YR DOM		1	1 378,95	1 378,95	S
AIRPORT TAX - ZA		1	222,81	222,81	S
AGENTS FEE		1	250,00	250,00	S

VAT Summary

Rate	VAT	NET	Subtotal	R5 451,31
S@14,0%	757,94	5 413,87	VAT Total	R757,94
Z@0,0%	0,00	37,44	Total	R6 209,25
TOTALS	757,94	5 451,31		

Banking Detail:

Bank: FNB
Account Name: Blakes Travel Agency (Pty) Ltd
Acc Nr: 51260082627
Branch Code: 250341TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034



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Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760**Tax Invoice**

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	23//Feb/2016	BT 23243

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Customer Order No	Terms	Consultant
	Net 30	BB

Item	Description	Qty	Rate	Amount	VAT
AVIS CAR RENTAL	DOC NO: 962307640 DRIVER MTI MR L 12/2/2016-14/2/2016 BLOEMFONTEIN APT	1	2 283,34	2 283,34	S
REFUELLING CHARGES	VOUCHER 04464213	1	79,57	79,57	Z
SERVICE FEE		1	150,00	150,00	S

VAT Summary

Rate	VAT	NET	Subtotal	R2 512,91
S@14,0%	340,67	2 433,34	VAT Total	R340,67
Z@0,0%	0,00	79,57	Total	R2 853,58
TOTALS	340,67	2 512,91		

Banking Detail:Bank: FNB
Account Name: Blakes Travel Agency (Pty) Ltd
Acc Nr: 51260082627
Branch Code: 250341TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034

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Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760**Tax Invoice**

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	26//Feb/2016	BT 23309

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Customer Order No		Terms		Consultant	
		Net 30		BB	
Item	Description	Qty	Rate	Amount	VAT
ACCOMMODATION	SOUTHERN SUN BLOEMPONTEIN VHR: 38801	1	1 206,14	1 206,14	S
AGENTS FEE	GUEST: MR. L. MTI 12/02/16 - 12/02/16	1	140,00	140,00	S
VAT Summary			Subtotal		
Rate	VAT	NET	R1 346,14		
S@14,0%	188,46	1 346,14	VAT Total		
TOTALS	188,46	1 346,14	Total		
			R1 534,60		

Banking Detail:

Bank: FNB

Account Name: Blakes Travel Agency (Pty) Ltd

Acc Nr: 51260082627

Branch Code: 250341

TEL NR: (011) 693-3761

FAX NR: (011) 693-3765

(011) 693-4034



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Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Tax Invoice

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	26//Feb/2016	BT 23297

TRAVEL AGENCY (PTY) LTD
Reg No. 70/15179/07

Invoice To
MR J J VENTER

Customer Order No	Terms	Consultant
	Net 30	BB

Item	Description	Qty	Rate	Amount	VAT
SOUTH AFRICAN AIRWAYS	1661 908 977 PASSENGER: MR. L. MTI JNB-BFN-JNB 12/02/16 - 14/02/16	1	1 440,00	1 440,00	S
AIRPORT TAX - EV		1	37,44	37,44	Z
AIRPORT TAX - UM DOM		1	34,21	34,21	S
AIRPORT TAX - YQ DOM		1	1 322,81	1 322,81	S
AIRPORT TAX - ZA		1	222,81	222,81	S
AGENTS FEE		1	105,00	105,00	S
VAT Summary			Subtotal	R3 162,27	
Rate	VAT	NET	VAT Total	R437,48	
S@14,0%	437,48	3 124,83	Total	R3 599,75	
Z@0,0%	0,00	37,44			
TOTALS	437,48	3 162,27			

Banking Detail:
Bank: FNB
Account Name: Blakes Travel Agency (Pty) Ltd
Acc Nr: 51260082627
Branch Code: 250341

TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034



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Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760**Tax Invoice**

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	26/Feb/2016	BT 23308

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Invoice To

MR J J VENTER

Customer Order No	Terms	Consultant
	Net 30	BB

Item	Description	Qty	Rate	Amount	VAT
ACCOMMODATION	SOUTHERN SUN BLOEMFONTEIN - VHR: 38804	1	3 039,91	3 039,91	S
NON VATABLE ITEMS	GUEST: MR. L. MTI	1	52,00	52,00	Z
SERVICE FEE	12/02/16 - 14/02/14 GRATUITY	1	275,00	275,00	S

VAT Summary

Rate	VAT	NET	Subtotal	R3 366,91
S@14,0%	464,09	3 314,91	VAT Total	R464,09
Z@0,0%	0,00	52,00	Total	R3 831,00
TOTALS	464,09	3 366,91		

Banking Detail:

Bank: FNB

Account Name: Blakes Travel Agency (Pty) Ltd

Acc Nr: 51260082627

Branch Code: 250341

TEL NR: (011) 693-3761

FAX NR: (011) 693-3765

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Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Tax Invoice

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	03//Mar/2016	BT 23433

Invoice To

MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Customer Order No	Terms	Consultant
	Net 30	BB

Item	Description	Qty	Rate	Amount	VAT
AVIS CAR RENTAL	DOC NO: 876540302 DRIVER MTI MR L 17/2/2016-23/2/2016 PORT ELIZABETH	1	7 434,26	7 434,26	S
REFUELLING CHARGES	VOUCHER 04463992	1	600,00	600,00	Z
SERVICE FEE		1	150,00	150,00	S

VAT Summary

Rate	VAT	NET	Subtotal	R8 184,26
S@14,0%	1 061,80	7 584,26	VAT Total	R1 061,80
Z@0,0%	0,00	600,00	Total	R9 246,06
TOTALS	1 061,80	8 184,26		

Banking Detail:

Bank: FNB

Account Name: Blakes Travel Agency (Pty) Ltd

Acc Nr: 51260082627

Branch Code: 250341

TEL NR: (011) 693-3761

FAX NR: (011) 693-3765

(011) 693-4034



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Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	13//Apr/2016	BT 24026



TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Invoice To
MR J J VENTER

Customer Order No	Terms	Consultant
	Net 30	BB

Item	Description	Qty	Rate	Amount	VAT
AVIS CAR RENTAL	DOC NO: 801576370 DRIVER MTI MR L 31/3/2016-5/4/2016 PORT ELIZABETH	1	8 944,87	8 944,87	S
REFUELLING CHARGES	VOUCHER 04463771	1	969,26	969,26	Z
SERVICE FEE		1	150,00	150,00	S

VAT Summary

Rate	VAT	NET	Subtotal	
S@14,0%	1 273,28	9 094,87		R10 064,13
Z@0,0%	0,00	969,26		
TOTALS	1 273,28	10 064,13	VAT Total	R1 273,28
			Total	R11 337,41

Banking Detail:

Bank: FNB
Account Name: Blakes Travel Agency (Pty) Ltd
Acc Nr: 51260082627
Branch Code: 250341

TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034

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Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Tax Invoice

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	22//Apr/2016	BT 24156

Invoice To
MR J J VENTER



TRAVEL AGENCY (PTY) LTD
Reg. No. 70/16179/07

Customer Order No	Terms	Consultant
	Net 30	BB

Item	Description	Qty	Rate	Amount	VAT
AVIS CAR RENTAL	DOC NO: 801594054 DRIVER MTI MR L 12/4/2016-18/4/2016 PORT ELIZABETH	1	13 354,87	13 354,87	S
REFUELLING CHARGES	VOUCHER 04463745	1	971,20	971,20	Z
SERVICE FEE		1	150,00	150,00	S
VAT Summary					
Rate			Subtotal		
VAT			R14 476,07		
NET			VAT Total		
S@14,0%			R1 890,68		
Z@0,0%			0,00		
TOTALS			Total		
1 890,68			R16 366,75		
13 504,87					
971,20					
14 476,07					

Banking Detail:
Bank: FNB
Account Name: Blakes Travel Agency (Pty) Ltd
Acc Nr: 51260082627
Branch Code: 250341

TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034

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S.A.M.

Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207

Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	30//Apr/2016	BT 24298

Invoice To
MR J J VENTER



TRAVEL AGENCY (PTY) LTD

Reg. No. 70/15179/07

Customer Order No		Terms		Consultant	
		Net 30		BB	
Item	Description	Qty	Rate	Amount	VAT
SOUTH AFRICAN AIRWAYS	1662 251 101 PASSENGER: MR. L. MTI CHANGE OF RESERVATION JNB-PLZ-JNB 31/03/16 - 04/04/16	1	370,00	370,00	S
AIRPORT TAX - ZA		1	214,04	214,04	S
AGENTS FEE		1	60,00	60,00	S
VAT Summary			Subtotal		
Rate	VAT	NET	R644,04		
S@14,0%	90,17	644,04	VAT Total		
TOTALS	90,17	644,04	R90,17		
			Total		
			R734,21		

Banking Detail:

Bank: FNB

Account Name: Blakes Travel Agency (Pty) Ltd

Acc Nr: 51260082627

Branch Code: 250341

TEL NR: (011) 693-3761

FAX NR: (011) 693-3765

(011) 693-4034



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R.D.

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Tax Invoice

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	10//May/2016	BT 24384

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Invoice To
MR J J VENTER

Customer Order No	Terms	Consultant
	Net 30	BB

Item	Description	Qty	Rate	Amount	VAT
AVIS CAR RENTAL	DOC NO: 802391833 DRIVER MTI MR L 29/4/2016-2/5/2016 GABORONE APT	1	3 045,03	3 045,03	Z
SERVICE FEE	VOUCHER 04463760	1	150,00	150,00	S
VAT Summary					
Rate	VAT	NET	Subtotal		R3 195,03
Z@0,0%	0,00	3 045,03	VAT Total		R21,00
S@14,0%	21,00	150,00	Total		R3 216,03
TOTALS	21,00	3 195,03			

Banking Detail:

Bank: FNB

Account Name: Blakes Travel Agency (Pty) Ltd

Acc Nr: 51260082627

Branch Code: 250341

TEL NR: (011) 693-3761

FAX NR: (011) 693-3765

(011) 693-4034



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Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	26/May/2016	BT 24660

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Invoice To
MR J J VENTER

Customer Order No		Terms		Consultant	
		Net 30		BB	
Item	Description	Qty	Rate	Amount	VAT
AVIS CAR RENTAL	DOC NO; 802552041 DRIVER MTI MR L 4/5/2016-20/5/2016 PORT ELIZABETH	1	20 695,24	20 695,24	S
REFUELLING CHARGES	VOUCHER 04463443	1	892,77	892,77	Z
SERVICE FEE		1	150,00	150,00	S
VAT Summary			Subtotal		
Rate	VAT	NET	R21 738,01		
S@14,0%	2 918,33	20 845,24	VAT Total		
Z@0,0%	0,00	892,77	R2 918,33		
TOTALS	2 918,33	21 738,01	Total		
			R24 656,34		

Banking Detail:

Bank: FNB

Account Name: Blakes Travel Agency (Pty) Ltd

Acc Nr: 51260082627

Branch Code: 250341

TEL NR: (011) 693-3761

FAX NR: (011) 693-3765

(011) 693-4034



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Tax Invoice

Blakes Travel Agency (Pty) Ltd




P.O. Box 207
Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	30//May/2016	BT 24749

Invoice To
MR J J VENTER



TRAVEL AGENCY (PTY) LTD
Reg. No. 70/t5179/07

		Customer Order No	Terms	Consultant										
			Net 30	BB										
Item	Description	Qty	Rate	Amount	VAT									
ACCOMMODATION	SOUTHERN SUN - HEMMINGWAYS EL VHR: 38817 GUEST: MR. L. MTI 13/05/16 - 15/05/16 1 X KING SUPER ROOM	1	3 351,12	3 351,12	S									
AGENTS FEE		1	360,00	360,00	S									
VAT Summary			Subtotal R3 711,12											
<table><tr><td>Rate</td><td>VAT</td><td>NET</td></tr><tr><td>S@14,0%</td><td>519,56</td><td>3 711,12</td></tr><tr><td>TOTALS</td><td>519,56</td><td>3 711,12</td></tr></table>			Rate	VAT	NET	S@14,0%	519,56	3 711,12	TOTALS	519,56	3 711,12	VAT Total R519,56		
Rate	VAT	NET												
S@14,0%	519,56	3 711,12												
TOTALS	519,56	3 711,12												
			Total R4 230,68											
Banking Detail: Bank: FNB Account Name: Blakes Travel Agency (Pty) Ltd Acc Nr: 51260082627 Branch Code: 250341		TEL NR: (011) 693-3761 FAX NR: (011) 693-3765 (011) 693-4034		  										

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Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760**Tax Invoice**

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	30//May/2016	BT 24746

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Customer Order No		Terms		Consultant	
		Net 30		BB	
Item	Description	Qty	Rate	Amount	VAT
SOUTH AFRICAN AIRWAYS	2234 454 302 PASSENGER: MR. L. MTI JNB-PLZ-JNB 04/05/16-13/05/16	1	2 940,00	2 940,00	S
AIRPORT TAX - EV		1	40,46	40,46	Z
AIRPORT TAX - UM DOM		1	42,11	42,11	S
AIRPORT TAX - YR DOM		1	1 189,47	1 189,47	S
AIRPORT TAX - ZA		1	222,81	222,81	S
AGENTS FEE		1	210,00	210,00	S
VAT Summary			Subtotal		
Rate			R4 644,85		
VAT			VAT Total		
NET			R644,61		
S@14,0%			Total		
Z@0,0%			R5 289,46		
TOTALS					
Banking Detail:					
Bank: FNB					
Account Name: Blakes Travel Agency (Pty) Ltd			TEL NR: (011) 693-3761		
Acc Nr: 51260082627			FAX NR: (011) 693-3765		
Branch Code: 250341			(011) 693-4034		
			suretravel		
			IATA		
			ASATA		



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Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	09/Jun/2016	BT 24939

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Customer Order No	Terms	Consultant
	Net 30	BB

Item	Description	Qty	Rate	Amount	VAT
AVIS CAR RENTAL	DOC NO: 802577053 DRIVER MTI MR L 23/5/2016-3/6/2016 PORT ELIZABETH	1	14 334,71	14 334,71	S
REFUELLING CHARGES	VOUCHER 0563680	1	842,20	842,20	Z
SERVICE FEE		1	150,00	150,00	S

VAT Summary

Rate	VAT	NET	Subtotal	R15 326,91
S@14,0%	2 027,86	14 484,71	VAT Total	R2 027,86
Z@0,0%	0,00	842,20	Total	R17 354,77
TOTALS	2 027,86	15 326,91		

Banking Detail:

Bank: FNB
Account Name: Blakes Travel Agency (Pty) Ltd
Acc Nr: 51260082627
Branch Code: 250341TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034

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Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760**Tax Invoice**

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	22/Jun/2016	BT 25105

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/16/179/07

Customer Order No	Terms	Consultant
	Net 30	BB

Item	Description	Qty	Rate	Amount	VAT
ACCOMMODATION	PHAKALANE GOLF ESTATE HOTEL GABERONE VHR: 38810 GUEST: MR. L. MTI 29/04/16 - 02/05/16	1	3 623,01	3 623,01	Z
AGENTS FEE		1	490,00	490,00	S

VAT Summary

Rate	VAT	NET	Subtotal	R4 113,01
Z@0,0%	0,00	3 623,01	VAT Total	R68,60
S@14,0%	68,60	490,00	Total	R4 181,61
TOTALS	68,60	4 113,01		

Banking Detail:Bank: FNB
Account Name: Blakes Travel Agency (Pty) Ltd
Acc Nr: 51260082627
Branch Code: 250341TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034



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Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	29/Jun/2016	BT 25308

Invoice To
MR J J VENTER



TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Customer Order No	Terms	Consultant
	Net 30	BB

Item	Description	Qty	Rate	Amount	VAT
SOUTH AFRICAN AIRWAYS	2234 676 535 PASSENGER: MR. L. MTI 13/06/16 - 27/06/16 JNB-PLZ-JNB	1	2 940,00	2 940,00	S
AIRPORT TAX - EV		1	40,46	40,46	Z
AIRPORT TAX - UM DOM		1	42,11	42,11	S
AIRPORT TAX - YR DOM		1	1 245,61	1 245,61	S
AIRPORT TAX - ZA		1	222,81	222,81	S
AGENTS FEE		1	210,00	210,00	S

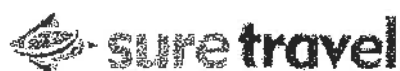
VAT Summary

Rate	VAT	NET	Subtotal	R4 700,99
S@14,0%	652,47	4 660,53	VAT Total	R652,47
Z@0,0%	0,00	40,46		
TOTALS	652,47	4 700,99	Total	R5 353,46

Banking Detail:

Bank: FNB
Account Name: Blakes Travel Agency (Pty) Ltd
Acc Nr: 51260082627
Branch Code: 250341

TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034



SS.
S-A-M.

Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	29/Jun/2016	BT 25310

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15/179/07

Customer Order No		Terms		Consultant	
		Net 30		BB	
Item	Description	Qty	Rate	Amount	VAT
SOUTH AFRICAN AIRWAYS	2234 801 390/391 PASSENGER: MR. L. MTI JNB-PLZ-JNB 10/07/16 - 10/08/16	1	2 940,00	2 940,00	S
AIRPORT TAX - EV		1	40,46	40,46	Z
AIRPORT TAX - UM DOM		1	42,11	42,11	S
AIRPORT TAX - YR DOM		1	1 250,88	1 250,88	S
AIRPORT TAX - ZA		1	222,81	222,81	S
AGENTS FEE		1	210,00	210,00	S
SOUTH AFRICAN AIRWAYS	2234 801 391 CHANGE ON TICK. 2234 801 390 AGENT CHANGE CHARGES DATE CHANGE TO 07/07/16	1	150,00	150,00	S
VAT Summary			Subtotal		
Rate	VAT	NET	R4 856,26		
S@14,0%	674,21	4 815,80	VAT Total		
Z@0,0%	0,00	40,46	R674,21		
TOTALS	674,21	4 856,26	Total		
			R5 530,47		

Banking Detail:

Bank: FNB

Account Name: Blakes Travel Agency (Pty) Ltd

Acc Nr: 51260082627

Branch Code: 250341

TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034



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Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Tax Invoice

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	14//Jul/2016	BT 25591

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Customer Order No	Terms	Consultant
	Net 30	BB

Item	Description	Qty	Rate	Amount	VAT
AVIS CAR RENTAL	DOC NO; 801594054 DRIVER MTI MR L 12/4/2016-18/4/2016 PORT ELIZABETH	1	245,62	245,62	S
SERVICE FEE	VOUCHER 04463745 TRAFFIC FINE ADMIN FEES REFER TO BT-24156	1	50,00	50,00	S
VAT Summary					
Rate	VAT	NET	Subtotal		
S@14,0%	41,39	295,62			
TOTALS	41,39	295,62	VAT Total		
			Total		

Banking Detail:

Bank: FNB

Account Name: Blakes Travel Agency (Pty) Ltd

Acc Nr: 51260082627

Branch Code: 250341

TEL NR: (011) 693-3761

FAX NR: (011) 693-3765

(011) 693-4034



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Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	27/Jul/2016	BT 25801

Invoice To
MR J J VENTER



TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Customer Order No	Terms	Consultant
	Net 30	BB

Item	Description	Qty	Rate	Amount	VAT
ACCOMMODATION	BOARDWALK HOTEL - SUN INTERNATIONAL VHR: 38829 SUMMERSTRAND GUEST: MR. L. MTI 26/06/16 - 27/07/16	1	4 510,53	4 510,53	S
AGENTS FEE		1	640,00	640,00	S

VAT Summary

Rate	VAT	NET	Subtotal	R5 150,53
S@14,0%	721,07	5 150,53	VAT Total	R721,07
TOTALS	721,07	5 150,53	Total	R5 871,60

Banking Detail:

Bank: FNB
Account Name: Blakes Travel Agency (Pty) Ltd
Acc Nr: 51260082627
Branch Code: 250341

TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034



BB
S-A-M

Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	27/Jul/2016	BT 25795

Invoice To
MR J J VENTER



TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Customer Order No	Terms	Consultant
	Net 30	BB

Item	Description	Qty	Rate	Amount	VAT
SOUTH AFRICAN AIRWAYS	2234 867 051 PASSENGERS: MR. L. MTI ROUTE: PLZ-JNB CHANGE CHARGES	1	569,12	569,12	S
AGENTS FEE	CHANGE CHARGES	1	150,00	150,00	S

VAT Summary

Rate	VAT	NET	Subtotal	R719,12
S@14,0%	100,68	719,12	VAT Total	R100,68
TOTALS	100,68	719,12	Total	R819,80

Banking Detail:
Bank: FNB
Account Name: Blakes Travel Agency (Pty) Ltd
Acc Nr: 51260082627
Branch Code: 250341

TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034

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Blakes Travel Agency (Pty) Ltd

P.O. Box 207

Randfontein, 1760

Tax Invoice

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	11//Aug/2016	BT 26042

Invoice To
MR J J VENTER



TRAVEL AGENCY (PTY) LTD

Reg. No. 70/16179/07

Customer Order No		Terms		Consultant	
		Net 30		BB	
Item	Description	Qty	Rate	Amount	VAT
AVIS CAR RENTAL	DOC NO: 839542900 DRIVER MTI MR L 25/7/2016-4/8/2016 PORT ELIZABETH	1	10 844,74	10 844,74	S
REFUELLING CHARGES	VOUCHER 0563744	1	391,11	391,11	Z
SERVICE FEE		1	150,00	150,00	S
VAT Summary			Subtotal	R11 385,85	
Rate	VAT	NET	VAT Total	R1 539,26	
S@14,0%	1 539,26	10 994,74	Total	R12 925,11	
Z@0,0%	0,00	391,11			
TOTALS	1 539,26	11 385,85			

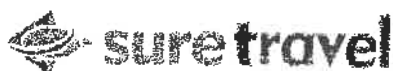
Banking Detail:

Bank: FNB

Account Name: Blakes Travel Agency (Pty) Ltd

Acc Nr: 51260082627

Branch Code: 250341

 TEL NR: (011) 693-3761
 FAX NR: (011) 693-3765
 (011) 693-4034


S-A-11

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760**Tax Invoice**

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	28//Sept/2016	BT 27021

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/16179/07

Customer Order No	Terms	Consultant
	Net 30	BB

Item	Description	Qty	Rate	Amount	VAT
SOUTH AFRICAN AIRWAYS	083-1076033414 MR LINDA MITI ROUTE: PLZ-JNB-PLZ SA410/30SEP SA401/03OCT BUSINESS CLASS	1	2 940,00	2 940,00	S
AIRPORT TAX - EV	40.46EV	1	40,46	40,46	Z
AIRPORT TAX - YR DOM	1133.34YR	1	1 133,34	1 133,33	S
AIRPORT TAX - ZA	222.80ZA	1	222,80	222,80	S
AIRPORT TAX - UM DOM	42.11UM	1	42,11	42,11	S
AGENTS FEE	7PC	1	210,00	210,00	S

VAT Summary

Rate	VAT	NET	Subtotal	R4 588,70
S@14,0%	636,76	4 548,24	VAT Total	R636,76
Z@0,0%	0,00	40,46		
TOTALS	636,76	4 588,70		
			Total	R5 225,46

Banking Detail:

Bank: FNB

Account Name: Blakes Travel Agency (Pty) Ltd

Acc Nr: 51260082627

Branch Code: 250341

TEL NR: (011) 693-3761

FAX NR: (011) 693-3765

(011) 693-4034



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Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Tax Invoice

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	07//Oct/2016	BT 27181

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Customer Order No	Terms	Consultant
	Net 30	BB

Item	Description	Qty	Rate	Amount	VAT
AVIS CAR RENTAL	DOC NO; 839542900 DRIVER MTI MR L 25/7/2016-4/8/2016 PORT ELIZABETH	1	245,62	245,62	S
SERVICE FEE	TRAFFIC FINE ADMIN FEES REFER TO BT-26042	1	50,00	50,00	S

VAT Summary

Rate	VAT	NET	Subtotal	R295,62
S@14,0%	41,39	295,62	VAT Total	R41,39
TOTALS	41,39	295,62	Total	R337,01

Banking Detail:

Bank: FNB
Account Name: Blakes Travel Agency (Pty) Ltd
Acc Nr: 51260082627
Branch Code: 250341TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034



S-A-M

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Tax Invoice

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	27/Oct/2016	BT 27517

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Customer Order No	Terms	Consultant
	Net 30	BB

Item	Description	Qty	Rate	Amount	VAT
SOUTH AFRICAN AIRWAYS	083-1076276344 MR LINDA MTI ROUTE: PLZ-JNB-PLZ SA410/03NOV SA425/06NOV BUSINESS CLASS D ELECTRONIC AIR TICKET	1	2 940,00	2 940,00	S
AIRPORT TAX - EV	40.46EV	1	40,46	40,46	Z
AIRPORT TAX - YR DOM	1154.39YR	1	1 154,39	1 154,39	S
AIRPORT TAX - ZA	222.81ZA	1	222,81	222,81	S
AIRPORT TAX - UM DOM	42.10UM	1	42,10	42,10	S
AGENTS FEE	7PC	1	210,00	210,00	S

VAT Summary

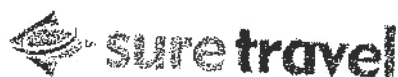
Rate	VAT	NET
S@14,0%	639,70	4 569,30
Z@0,0%	0,00	40,46
TOTALS	639,70	4 609,76

Subtotal R4 609,76

VAT Total R639,70

Total R5 249,46

Banking Detail:

Bank: FNB
Account Name: Blakes Travel Agency (Pty) Ltd
Acc Nr: 51260082627
Branch Code: 250341TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034

S.A.M.

Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207

Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	31/Oct/2016	BT 27623

Invoice To

MR J J VENTER



TRAVEL AGENCY (PTY) LTD

Reg. No. 70/15179/07

		Customer Order No	Terms	Consultant	
			Net 30	BB	
Item	Description	Qty	Rate	Amount	VAT
ACCOMMODATION	SOUTHERN SUN HEMINGWAYS - EAST LONDON VHR: 40011 LINDA MTI 20 - 30 OCTOBER 2016	1	1 346,15	1 346,15	S
SERVICE FEE		1	155,00	155,00	S
VAT Summary			Subtotal		
Rate	VAT	NET	R1 501,15		
S@14,0%	210,16	1 501,15	VAT Total		
TOTALS	210,16	1 501,15	R210,16		
			Total		
			R1 711,31		

Banking Detail:

Bank: FNB

Account Name: Blakes Travel Agency (Pty) Ltd

Acc Nr: 51260082627

Branch Code: 250341

TEL NR: (011) 693-3761

FAX NR: (011) 693-3765

(011) 693-4034



S.A.M.

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Tax Invoice

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	09//Nov/2016	BT 27762

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/16179/07

Customer Order No		Terms		Consultant	
		Net 30		BB	
Item	Description	Qty	Rate	Amount	VAT
AVIS CAR RENTAL	DOC NO; 441787065 DRIVER MTI MR LINDA 28/10/2016-31/10/2016 PORT ELIZABETH AP	1	6 735,25	6 735,25	S
REFUELLING CHARGES SERVICE FEE	VOUCHER 0563840	1	299,51	299,51	Z
		1	150,00	150,00	S
VAT Summary			Subtotal		
Rate	VAT	NET	R7 184,76		
S@14,0%	963,94	6 885,25	VAT Total		
Z@0,0%	0,00	299,51	R963,94		
TOTALS	963,94	7 184,76	Total		
			R8 148,70		

Banking Detail:

Bank: FNB

Account Name: Blakes Travel Agency (Pty) Ltd

Acc Nr: 51260082627

Branch Code: 250341

TEL NR: (011) 693-3761

FAX NR: (011) 693-3765

(011) 693-4034



S.A.M.

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Tax Invoice

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	06//Dec/2016	BT 28304

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Customer Order No	Terms	Consultant
	Net 30	BB

Item	Description	Qty	Rate	Amount	VAT
SOUTH AFRICAN AIRWAYS	083- 1168781509 MR LINDA MTI ROUTE: PLZ-JNB-PLZ SA410/09DEC SA419/11DEC BUSINESS CLASS D CORP ELECTRONIC AIR TICKET	1	2 960,00	2 960,00	S
AIRPORT TAX - EV	40.46EV	1	40,46	40,46	Z
AIRPORT TAX - YR DOM	1140.35YR	1	1 140,35	1 140,35	S
AIRPORT TAX - 2A	222.81ZA	1	222,81	222,81	S
AIRPORT TAX - UM DOM	42.10UM	1	42,10	42,10	S
AGENTS FEE	7PC	1	210,00	210,00	S

VAT Summary

Rate	VAT	NET
------	-----	-----

S@14,0%	640,54	4 575,26
Z@0,0%	0,00	40,46
TOTALS	640,54	4 615,72

Subtotal R4 615,72

VAT Total R640,54

Total R5 256,26

Banking Detail:

Bank: FNB

Account Name: Blakes Travel Agency (Pty) Ltd

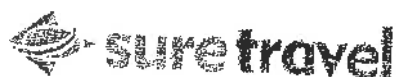
Acc Nr: 51260082627

Branch Code: 250341

TEL NR: (011) 693-3761

FAX NR: (011) 693-3765

(011) 693-4034



Signature
S-A-M

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760**Tax Invoice**

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	19//Jan/2017	BT 28738

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Customer Order No		Terms		Consultant	
		Net 30		BB	
Item	Description	Qty	Rate	Amount	VAT
AVIS CAR RENTAL	DOC NO: 441787065 DRIVER MTI MR L 28/10/2016-31/10/2016 PORT ELIZABETH	1	258,76	258,76	S
AGENTS FEE	VOUCHER 0563840 REFER TO BT-27762 TRAFFIC FINE ADMIN FEES	1	50,00	50,00	S
VAT Summary			Subtotal		
Rate	VAT	NET	R308,76		
S@14,0%	43,23	308,76	VAT Total		
TOTALS	43,23	308,76	R43,23		
			Total		
			R351,99		

Banking Detail:

Bank: FNB
Account Name: Blakes Travel Agency (Pty) Ltd
Acc Nr: 51260082627
Branch Code: 250341TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034

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S-A-M

Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	24/Jan/2017	BT 28781

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Invoice To
MR J J VENTER

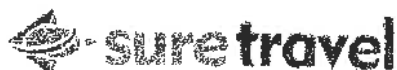
Customer Order No	Terms	Consultant
	Net 30	BB

Item	Description	Qty	Rate	Amount	VAT
SOUTH AFRICAN AIRWAYS	083-1169076190 MR LINDA MTI ROUTE: PLZ-JNB-PLZ SA410/27JAN SA405/30JAN BUSINESS CLASS D ELECTRONIC AIR TICKET	1	2 960,00	2 960,00	S
AIRPORT TAX - EV	40.46EV	1	40,46	40,46	Z
AIRPORT TAX - YR DOM	1124.56YR	1	1 124,56	1 124,56	S
AIRPORT TAX - ZA	222.81ZA	1	222,81	222,81	S
AIRPORT TAX - UM DOM	42.10UM	1	42,10	42,10	S
AGENTS FEE	7PC	1	210,00	210,00	S

VAT Summary

Rate	VAT	NET	Subtotal	R4 599,93
S@14,0%	638,33	4 559,47	VAT Total	R638,33
Z@0,0%	0,00	40,46	Total	R5 238,26
TOTALS	638,33	4 599,93		

Banking Detail:

Bank: FNB
Account Name: Blakes Travel Agency (Pty) Ltd
Acc Nr: 51260082627
Branch Code: 250341TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034

Handwritten signature: S.A.M.



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S.A.M.

Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207

Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	27/Nov/2012	1586

Invoice To
MR J J VENTER



TRAVEL AGENCY (PTY) LTD

Reg. No. 70/15179/07

Customer Order No	Terms	Consultant
	Net 30	BB

Item	Description	Qty	Rate	Amount	VAT
SOUTH AFRICAN AIRWAYS	TICK. NO: 2622 984 430 PASSENGER: MRS. T. NTJANA ROUTE: JNB-ELS-DUR-JNB 20/12/12 - 02/01/2013	1	2 660,00	2 660,00	S
AIRPORT TAXES		1	1 110,00	1 110,00	Z
AGENTS FEE		1	190,00	190,00	S
SOUTH AFRICAN AIRWAYS	TICK. NO: 2622 984 431 PASSENGER: MRS. T. NTJANA ROUTE: ELS-DUR 23/12/12	1	860,00	860,00	S
AIRPORT TAXES		1	503,00	503,00	Z
AGENTS FEE		1	60,00	60,00	S
VAT Summary			Subtotal		
Rate	VAT	NET	R5 383,00		
S@14,0%	527,80	3 770,00	VAT Total		
Z@0,0%	0,00	1 613,00	R527,80		
TOTALS	527,80	5 383,00	Total		
			R5 910,80		

Banking Detail:

Bank: FNB

Account Name: Blakes Travel Agency (Pty) Ltd

Acc Nr: 51260082627

Branch Code: 250341

TEL NR: (011) 693-3761

FAX NR: (011) 693-3765

(011) 693-4034



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Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207

Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	31//Dec/2012	2237

Invoice To
MR J J VENTER



TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Customer Order No		Terms		Consultant	
		Net 30		BB	
Item	Description	Qty	Rate	Amount	VAT
AVIS CAR RENTAL	DOC. NO: 656926303 DRIVER: MRS. N. TEBELLO EAST LONDON AIRPORT 20/12/12 - 23/12/12	1	1 063,15	1 063,15	S
REFUELLING CHARGES		1	131,17	131,17	Z
SERVICE FEE		1	130,00	130,00	S
VAT Summary			Subtotal		
			R1 324,32		
Rate			NET		
S@14,0%			167,04		
Z@0,0%			0,00		
TOTALS			167,04		
VAT Total			R167,04		
Total			R1 491,36		
Banking Detail:		TEL NR: (011) 693-3761			
Bank: FNB		FAX NR: (011) 693-3765			
Account Name: Blakes Travel Agency (Pty) Ltd		(011) 693-4034			
Acc Nr: 51260082627					
Branch Code: 250341					
		sure travel			
		IATA			
		ASATA			



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Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	23//Jan/2013	2608

Invoice To
MR J J VENTER



TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

		Customer Order No	Terms	Consultant	
			Net 30	BB	
Item	Description	Qty	Rate	Amount	VAT
ACCOMMODATION	GARDEN COURT EAST LONDON - VHR:32465 GUEST: MRS. TEBELLO NTJANA 20/12/12 - 23/12/12	1	2 477,00	2 477,00	S
SERVICE FEE		1	280,00	280,00	S
VAT Summary			Subtotal		
			R2 757,00		

sure travel



Handwritten signature and initials: S-A-M

Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207

Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	31//Jan/2013	2848

Invoice To

MR JJ VENTER



TRAVEL AGENCY (PTY) LTD

Reg. No. 70/15179.07

		Customer Order No	Term	Consolidant	
			Net 30	P3	
Item	Description	Qty	Rate	Amount	VAT
SOUTH AFRICAN AIRWAYS	083-2623271521 MS T NTJANA ROUTE:JNB-PLZ-JNB SA425/01FEB SA420/03FEB ELECTRONIC AIR TICKET	1	4 050,00	4 050,00	S
AIRPORT TAXES	REFUND TO FOLLOW 1116YR 32EV 232ZA 40UM	1	1 420,00	1 420,00	Z
VAT Summary			Subtotal	5 470,00	
Rate	VAT	NET	VAT Total	567,00	
S@14,0%	567,00	4 050,00	Total	5 470,00	
Z@0,0%	0,00	1 420,00			
TOTALS	567,00	5 470,00			
Banking Detail:					
Bank: FNB					
Account Name: Blakes Travel Agency (Pty) Ltd		TEL NR: (011) 693-3761			
Acc Nr: 51260082627		FAX NR: (011) 693-3765			
Branch Code: 250341		(011) 693-4034			
		sure travel			

S-A M.

Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	30//Apr/2013	5246

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

		Customer Order No		Terms		Consultant	
				Net 30		BB	
Item	Description	Qty	Rate	Amount	VAT		
DOLLAR THRIFTY CAR	DOC. NO: 421553 DRIVER: T. NTJANA EAST LONDON AIRPORT 19/04/13 - 21/04/13	1	1 152,34	1 152,34	S		
REFUELLING CHARGES		1	158,45	158,45	Z		
AGENTS FEE		1	130,00	130,00	S		
VAT Summary							
Rate	VAT	NET	Subtotal R1 440,79				
S@14,0%	179,53	1 282,34	VAT Total R179,53				
Z@0,0%	0,00	158,45	Total R1 620,32				
TOTALS	179,53	1 440,79					
Banking Detail:		TEL NR: (011) 693-3761		suretravel		IATA	
Bank: FNB		FAX NR: (011) 693-3765				ASATA	
Account Name: Blakes Travel Agency (Pty) Ltd		(011) 693-4034					
Acc Nr: 51260082627							
Branch Code: 250341							



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Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Tax Invoice

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	30//Apr/2013	5217

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Customer Order No		Terms		Consultant	
		Net 30		BB	
Item	Description	Qty	Rate	Amount	VAT
SOUTH AFRICAN AIRWAYS	TICK: 3237 276 441 PASSENGER: MS. T. NTJANA JNB-ELS 19/04/13	1	1 960,00	1 960,00	S
AIRPORT TAXES		1	716,00	716,00	Z
AGENTS FEE		1	140,00	140,00	S
SOUTH AFRICAN AIRWAYS	TICK: 3237 276 470 PASSENGER: MS. T. NTJANA ELS-JNB	1	890,00	890,00	S
AIRPORT TAXES		1	550,00	550,00	Z
AGENTS FEE		1	65,00	65,00	S
VAT Summary			Subtotal		
Rate	VAT	NET	R4 321,00		
S@14,0%	427,70	3 055,00	VAT Total		
Z@0,0%	0,00	1 266,00	R427,70		
TOTALS	427,70	4 321,00	Total		
			R4 748,70		
Banking Detail:					
Bank: FNB					
Account Name: Blakes Travel Agency (Pty) Ltd		TEL NR: (011) 693-3761			
Acc Nr: 51260082627		FAX NR: (011) 693-3765			
Branch Code: 250341		(011) 693-4034			
		sure travel			
		TATA			
		ASATA			



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Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Tax Invoice

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	28/Jun/2013	6690

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Customer Order No		Terms		Consultant	
		Net 30		BB	
Item	Description	Qty	Rate	Amount	VAT
BRITISH AIRWAYS	TICK. 3906 309 013 PASSENGER: MRS. T. NTJANA JNB-PLZ 28/06/13	1	1 850,00	1 850,00	S
AIRPORT TAXES		1	1 075,00	1 075,00	Z
AGENTS FEE		1	130,00	130,00	S
SOUTH AFRICAN AIRWAYS	TICK. 3906 309 014 PASSENGER: MRS. T. NTJANA PLZ-JNB 30/06/13	1	1 410,00	1 410,00	S
AIRPORT TAXES		1	616,00	616,00	Z
AGENTS FEE		1	100,00	100,00	S
VAT Summary					
Rate	VAT	NET	Subtotal		
S@14,0%	488,60	3 490,00	R5 181,00		
Z@0,0%	0,00	1 691,00	VAT Total		
TOTALS	488,60	5 181,00	R488,60		
			Total		
			R5 669,60		

Banking Detail:

Bank: FNB
Account Name: Blakes Travel Agency (Pty) Ltd
Acc Nr: 51260082627
Branch Code: 250341TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034



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Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	10/Jul/2013	6967

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Invoice To
MR J J VENTER

Customer Order No		Terms		Consultant	
		Net 30		BB	
Item	Description	Qty	Rate	Amount	VAT
IS CAR RENTAL	915894501 DRIVER NTJANA MRS T 28/6/2013-30/6/2013 PORT ELIZABETH	1	970,17	970,17	S
REFUELLING CHARGES SERVICE FEE	VOUCHER 00056442	1	171,24	171,24	Z
		1	130,00	130,00	S
VAT Summary					
			Subtotal		
Rate	VAT	NET	R1 271,41		
S@14,0%	154,02	1 100,17			
Z@0,0%	0,00	171,24			
TOTALS	154,02	1 271,41			
			VAT Total		
			R154,02		
			Total		
			R1 425,43		

Banking Detail:

Bank: FNB
Account Name: Blakes Travel Agency (Pty) Ltd
Acc Nr: 51260082627
Branch Code: 250341TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034



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Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207

Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	16//Jul/2013	7073

Invoice To
MR J J VENTER



TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Customer Order No	Terms	Consultant
	Net 30	BB

Item	Description	Qty	Rate	Amount	VAT
ACCOMMODATION	RADISSON BLU HOTEL PE - VHR:33789 GUEST: MRS. TEBELLO NTJANA 28/06/13 - 30/06/13	1	2 456,14	2 456,14	S
NON VATABLE ITEMS		1	25,00	25,00	Z
AGENTS FEE		1	280,00	280,00	S
VAT Summary			Subtotal		
Rate	VAT	NET	R2 761,14		
S@14,0%	383,06	2 736,14	VAT Total		
Z@0,0%	0,00	25,00	R383,06		
TOTALS	383,06	2 761,14	Total		
			R3 144,20		

Banking Detail:

Bank: FNB

Account Name: Blakes Travel Agency (Pty) Ltd

Acc Nr: 51260082627

Branch Code: 250341

TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034



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Tax Invoice




Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	24//Aug/2013	BT 8033

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

			Customer Order No	Terms	Consultant
				Net 30	BB
Item	Description	Qty	Rate	Amount	VAT
SOUTH AFRICAN AIRWAYS	TICK: 4152 588 573 PASSENGER: MRS. T. NTJANA ROUTE: JNB-PLZ-JNB 08/08/13 - 11/08/13	1	3 250,00	3 250,00	S
AIRPORT TAXES		1	1 516,00	1 516,00	Z
AGENTS FEE		1	230,00	230,00	S
VAT Summary					
Rate	VAT	NET	Subtotal R4 996,00		
S@14,0%	487,20	3 480,00	VAT Total R487,20		
Z@0,0%	0,00	1 516,00			
TOTALS	487,20	4 996,00			
			Total R5 483,20		
Banking Detail: Bank: FNB Account Name: Blakes Travel Agency (Pty) Ltd Acc Nr: 51260082627 Branch Code: 250341		TEL NR: (011) 693-3761 FAX NR: (011) 693-3765 (011) 693-4034		 	
					

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Tax Invoice

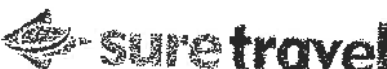


Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	19/Dec/2013	BT 10981

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

		Customer Order No		Terms		Consultant	
				Net 30		BB	
Item	Description	Qty	Rate	Amount	VAT		
SOUTH AFRICAN AIRWAYS	083-4640123116 MS TEBELLO NTJANA ROUTE:JNB-PLZ//CPT-JNB SA417/19DEC SA334/05JAN ELECTRONIC AIR TICKET 1104YR 32EV 240ZA 40UM	1	4 270,00	4 270,00	S		
AIRPORT TAXES	125-4640123117 MS TEBELLO NTJANA ROUTE:PLZ-CPT BA6322/29DEC ELECTRONIC AIR TICKET 578YR 16EV 120ZA 20UM 7PC	1	1 416,00	1 416,00	Z		
BRITISH AIRWAYS		1	1 140,00	1 140,00	S		
AIRPORT TAXES		1	734,00	734,00	Z		
AGENTS FEE		1	380,00	380,00	S		
VAT Summary			Subtotal				
Rate	VAT	NET	R7 940,00				
S@14,0%	810,60	5 790,00	VAT Total				
Z@0,0%	0,00	2 150,00	R810,60				
TOTALS	810,60	7 940,00	Total				
			R8 750,60				
Banking Detail:							
Bank: FNB							
Account Name: Blakes Travel Agency (Pty) Ltd		TEL NR: (011) 693-3761					
Acc Nr: 51260082627		FAX NR: (011) 693-3765					
Branch Code: 250341		(011) 693-4034					
							
							
							



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Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207

Randfontein, 1760




Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	28//Jan/2014	BT 11520

Invoice To
MR J J VENTER



TRAVEL AGENCY (PTY) LTD
Reg. No. 7015179/07

Reg. No. 767517907

Customer Order No		Terms		Consultant	
Net 30		BB			
Item	Description	Qty	Rate	Amount	VAT
SOUTH AFRICAN AIRWAYS	TICK. NO: 4640 314 834 PASSENGER: MS. TEBELLO NTJANA ROUTE: JNB-CPT-JNB 31/01/14 - 03/02/14	1	5 190,00	5 190,00	S
AIRPORT TAXES		1	1 636,00	1 636,00	Z
AGENTS FEE		1	365,00	365,00	S
VAT Summary					
Rate	VAT	NET	Subtotal R7 191,00		
S@14,0%	777,70	5 555,00	VAT Total R777,70		
Z@0,0%	0,00	1 636,00			
TOTALS	777,70	7 191,00	Total R7 968,70		
Banking Detail: Bank: FNB Account Name: Blakes Travel Agency (Pty) Ltd Acc Nr: 51260082627 Branch Code: 250341		TEL NR: (011) 693-3761 FAX NR: (011) 693-3765 (011) 693-4034		 	
					

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760**Tax Invoice**

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	19/Feb/2014	BT 11903

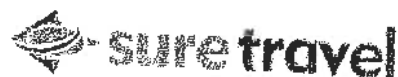
TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Invoice To
MR J J VENTER

Customer Order No		Terms		Consultant	
		Net 30		BB	
Item	Description	Qty	Rate	Amount	VAT
SOUTH AFRICAN AIRWAYS	TICK. NO: 4640 314 880 PASSENGER: MS. TEBELLO NTJANA ROUTE: JNB-CPT-JNB 31/01/14 - 02/02/14 CHANGE FEE	1	612,28	612,28	S
AGENTS FEE		1	50,00	50,00	S
VAT Summary					
Rate			Subtotal		
VAT			R662,28		
NET			VAT Total		
S@14,0%			R92,72		
TOTALS			Total		
92,72			R755,00		
92,72					
662,28					
662,28					

Banking Detail:
Bank: FNB
Account Name: Blakes Travel Agency (Pty) Ltd
Acc Nr: 51260082627
Branch Code: 250341

TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034



S.A.M. *[Signature]*

Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760



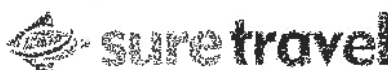
Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	27//Mar/2014	BT 12542

Invoice To
MR JJ VENTER



TRAVEL AGENCY (PTY) LTD

Reg. No. 70/15178/07

		Customer Order No	Terms	Consultant	
			Net 30	BB	
Item	Description	Qty	Rate	Amount	VAT
SOUTH AFRICAN AIRWAYS	TICK. NO: 4640 637 662 PASSENGER: MRS. T.NTJANA ROUTE: JNB-CPT-JNB 27/03/14 - 30/03/14	1	5 110,00	5 110,00	S
AIRPORT TAXES		1	1 460,00	1 460,00	Z
AGENTS FEE		1	360,00	360,00	S
VAT Summary			Subtotal R6 930,00		
Rate	VAT	NET	VAT Total R765,80		
S@14,0%	765,80	5 470,00	Total R7 695,80		
Z@0,0%	0,00	1 460,00			
TOTALS	765,80	6 930,00			
Banking Detail: Bank: FNB Account Name: Blakes Travel Agency (Pty) Ltd Acc Nr: 51260082627 Branch Code: 250341		TEL NR: (011) 693-3761 FAX NR: (011) 693-3765 (011) 693-4034		 	
					

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S-A-M

Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	23//Jun/2014	BT 13876

Invoice To
MR J J VENTER



TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

			Customer Order No	Terms	Consultant
				Net 30	BB
Item	Description	Qty	Rate	Amount	VAT
SOUTH AFRICAN AIRWAYS	TICK. 4867 969 436 PASSENGER: T. NTJANA ROUTE: JNB-PLZ-JNB 06/06/14 - 09/06/14	1	3 150,00	3 150,00	S
AIRPORT TAXES		1	1 476,00	1 476,00	Z
AGENTS FEE		1	225,00	225,00	S
VAT Summary			Subtotal		
			R4 851,00		
Rate	VAT	NET	VAT Total		
S@14,0%	472,50	3 375,00	R472,50		
Z@0,0%	0,00	1 476,00			
TOTALS	472,50	4 851,00	Total		
			R5 323,50		
Banking Detail:					
Bank: FNB					
Account Name: Blakes Travel Agency (Pty) Ltd		TEL NR: (011) 693-3761			
Acc Nr: 51260082627		FAX NR: (011) 693-3765			
Branch Code: 250341		(011) 693-4034			
		sure travel			
		TATA			
		ASATA			

suretravel



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Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760**Tax Invoice**

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	29/Jul/2014	BT 14458

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/151790/7

Customer Order No		Terms		Consultant	
		Net 30		BB	
Item	Description	Qty	Rate	Amount	VAT
SOUTH AFRICAN AIRWAYS	TICK: 4868 279 030 PASSENGER: MS. T. NTJANA ROUTE: JB-ELS-JNB 01/08/14 - 03/08/14	1	2 530,00	2 530,00	S
AIRPORT TAXES		1	1 338,00	1 338,00	Z
AGENTS FEE		1	180,00	180,00	S
VAT Summary					
Rate			Subtotal		
VAT			R4 048,00		
NET			VAT Total		
S@14,0%			R379,40		
Z@0,0%					
TOTALS			Total		
379,40			R4 427,40		
0,00					
2 710,00					
1 338,00					
4 048,00					

Banking Detail:

Bank: FNB

Account Name: Blakes Travel Agency (Pty) Ltd

Acc Nr: 51260082627

Branch Code: 250341

TEL NR: (011) 693-3761

FAX NR: (011) 693-3763

(011) 693-4034



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Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760**Tax Invoice**

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	21//Aug/2014	BT 14900

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/16179/07

		Customer Order No		Terms		Consultant	
				Net 30		BB	
Item	Description	Qty	Rate	Amount	VAT		
ACCOMMODATION	SOUTHERN SUN HEMINGWAYS HOTEL VHR:36619 GUEST: MS. T. NTJANA 01/08/14 - 03/08/14	1	3 247,37	3 247,37	S		
AGENTS FEE		1	350,00	350,00	S		
VAT Summary							
Rate			VAT		NET		
S@14,0%			503,63		3 597,37		
TOTALS			503,63		3 597,37		
			Subtotal		R3 597,37		
			VAT Total		R503,63		
			Total		R4 101,00		
Banking Detail: Bank: FNB Account Name: Blakes Travel Agency (Pty) Ltd Acc Nr: 51260082627 Branch Code: 250341		TEL NR: (011) 693-3761 FAX NR: (011) 693-3765 (011) 693-4034					
		sure travel					



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Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760**Tax Invoice**

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	31//Jan/2015	BT 17479

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15/179/07

Customer Order No		Terms		Consultant	
		Net 30		BB	
Item	Description	Qty	Rate	Amount	VAT
ACCOMMODATION	COURTYARD HOTEL-PORT ELIZABETH VHR-36686 GUEST-NIJANA TEBELLO MRS 28-01-2015 / 30-01-2015	1	3 063,07	3 063,07	S
SERVICE FEE		1	325,00	325,00	S
VAT Summary					
Rate	VAT	NET	Subtotal		
S@14,0%	474,33	3 388,07			
TOTALS	474,33	3 388,07	VAT Total		
			Total		

Banking Detail:
Bank: FNB
Account Name: Blakes Travel Agency (Pty) Ltd
Acc Nr: 51260082627
Branch Code: 250341

TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034



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Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760**Tax Invoice**

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	31//Jan/2015	BT 17487

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

		Customer Order No	Terms	Consultant	
			Net 30	BB	
Item	Description	Qty	Rate	Amount	VAT
SOUTH AFRICAN AIRWAYS	TICK. NO: 5834 173 176 PASSENGER: MS. T. NTJANA ROUTE: JNB-PLZ-JNB	1	2 880,00	2 880,00	S
AIRPORT TAX - EV		1	32,78	32,78	Z
AIRPORT TAX - YR DOM		1	978,95	978,95	S
AIRPORT TAX - ZA		1	222,81	222,81	S
AIRPORT TAX - UM DOM		1	42,11	42,11	S
AGENTS FEE		1	205,00	205,00	S
VAT Summary			Subtotal R4 361,65		
Rate	VAT	NET	VAT Total R606,04		
S@14,0%	606,04	4 328,87	Total R4 967,69		
Z@0,0%	0,00	32,78			
TOTALS	606,04	4 361,65			
Banking Detail:					
Bank: FNB					
Account Name: Blakes Travel Agency (Pty) Ltd		TEL NR: (011) 693-3761			
Acc Nr: 51260082627		FAX NR: (011) 693-3765			
Branch Code: 250341		(011) 693-4034			
		sure travel			
		TATA			
		ASATA			



S-A-M

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760**Tax Invoice**

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	09//Feb/2015	BT 17554

**TRAVEL AGENCY (PTY) LTD**
Reg. No. 70/15179/07

Invoice To
MR J J VENTER

Customer Order No	Terms	Consultant
	Net 30	BB

Item	Description	Qty	Rate	Amount	VAT
AVIS CAR RENTAL	DOC.914348746 DRIVER-NJANA TEBELLO MS 28-01-2015 / 30-01-2015 PORT ELIZABETH APT	1	1 157,52	1 157,52	S
REFUELLING CHARGES	VHR-02821044	1	242,82	242,82	Z
SERVICE FEE		1	140,00	140,00	S
VAT Summary					
Rate	VAT	NET	Subtotal		
S@14,0%	181,65	1 297,52			
Z@0,0%	0,00	242,82	VAT Total		
TOTALS	181,65	1 540,34	Total		
			R1 540,34		
			R181,65		
			R1 721,99		

Banking Detail:

Bank: FNB

Account Name: Blakes Travel Agency (Pty) Ltd

Acc Nr: 51260082627

Branch Code: 250341

TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034



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Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207

Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	30/Mar/2015	BT 18359

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 79/15179/07

Customer Order No	Terms	Consultant
	Net 30	BB

Item	Description	Qty	Rate	Amount	VAT
SOUTH AFRICAN AIRWAYS	TICK: 5834 483 568 PASSENGER: MS. T. NTJANA ROUTE: JNB-ELS-JNB 01/04/15 - 08/04/15	1	2 710,00	2 710,00	S
AIRPORT TAX - EV		1	37,44	37,44	Z
AIRPORT TAX - YR DOM		1	1 021,05	1 021,05	S
AIRPORT TAX - ZA		1	222,81	222,81	S
AIRPORT TAX - UM DOM		1	34,21	34,21	S
AGENTS FEE		1	190,00	190,00	S
VAT Summary			Subtotal	R4 215,51	
Rate	VAT	NET	VAT Total	R584,93	
S@14,0%	584,93	4 178,07	Total	R4 800,44	
Z@0,0%	0,00	37,44			
TOTALS	584,93	4 215,51			

Banking Detail:

Bank: FNB

Account Name: Blakes Travel Agency (Pty) Ltd

Acc Nr: 51260082627

Branch Code: 250341

TEL NR: (011) 693-3761

FAX NR: (011) 693-3765

(011) 693-4034



S.A.M.A

Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	13//Apr/2015	BT 18565

Invoice To
MR J J VENTER



TRAVEL AGENCY (PTY) LTD
Reg. No. 7015179107

Customer Order No	Terms	Consultant
	Net 30	BB

Item	Description	Qty	Rate	Amount	VAT
AVIS CAR RENTAL	DOC 561646676 DRIVER NTJANA MST 1/4/2015-8/4/2015 EAST LONDON	1	4 159,87	4 159,87	S
REFUELLING CHARGES	VOUCHER 04468236	1	491,40	491,40	Z
SERVICE FEE		1	140,00	140,00	S

VAT Summary

Rate	VAT	NET	Subtotal	
S@14,0%	601,98	4 299,87		R4 791,27
Z@0,0%	0,00	491,40		
TOTALS	601,98	4 791,27	VAT Total	R601,98
			Total	R5 393,25

Banking Detail:

Bank: FNB
Account Name: Blakes Travel Agency (Pty) Ltd
Acc Nr: 51260082627
Branch Code: 250341

TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034



BB
SAM

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760**Tax Invoice**

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	30//Apr/2015	BT 18843

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Customer Order No	Terms	Consultant
	Net 30	BB

Item	Description	Qty	Rate	Amount	VAT
ACCOMMODATION	SOUTHERN SUN-HEMMINGWAYS-EAST LONDON VHR-36698 GUEST-NTJANA TEBELLO 01-04-2015 / 08-04-2015	1	11 750,35	11 750,35	S
SERVICE FEE		1	1 135,00	1 135,00	S

VAT Summary

Rate	VAT	NET	Subtotal	R12 885,35
S@14,0%	1 803,95	12 885,35	VAT Total	R1 803,95
TOTALS	1 803,95	12 885,35	Total	R14 689,30

Banking Detail:

Bank: FNB

Account Name: Blakes Travel Agency (Pty) Ltd

Acc Nr: 51260082627

Branch Code: 250341

TEL NR: (011) 693-3761

FAX NR: (011) 693-3765

(011) 693-4034



BB.
S-A-M.

Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	26//Aug/2015	BT 20677

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/18179/07

Invoice To
MR J J VENTER

Customer Order No	Terms	Consultant
	Net 30	BB

Item	Description	Qty	Rate	Amount	VAT
SOUTH AFRICAN AIRWAYS	083-9397073383 MS TEBELLO NTJANA ROUTE:JNB-ELS-JNB SA475/31AUG SA476/06SEP ELECTRONIC AIR TICKET	1	2 650,00	2 650,00	S
AIRPORT TAX - EV	37.44EV	1	37,44	37,44	Z
AIRPORT TAX - YR DOM	1070.17YR	1	1 070,17	1 070,17	S
AIRPORT TAX - ZA	222.81ZA	1	222,81	222,81	S
AIRPORT TAX - UM DOM	34,21UM	1	34,21	34,21	S
AGENTS FEE	7PC	1	190,00	190,00	S

VAT Summary

Rate	VAT	NET	Subtotal	R4 204,63
S@14,0%	583,41	4 167,19	VAT Total	R583,41
Z@0,0%	0,00	37,44	Total	R4 788,04
TOTALS	583,41	4 204,63		

Banking Detail:

Bank: FNB

Account Name: Blakes Travel Agency (Pty) Ltd

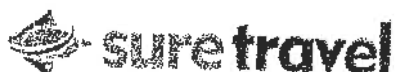
Acc Nr: 51260082627

Branch Code: 250341

TEL NR: (011) 693-3761

FAX NR: (011) 693-3765

(011) 693-4034



SS.
S-A-M

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760**Tax Invoice**

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	09//Sept/2015	BT 20941

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Customer Order No	Terms	Consultant
	Net 30	BB

Item	Description	Qty	Rate	Amount	VAT
BIDVEST CAR RENTAL	DOC NO; BS55240H01/A1 DRIVER NTJANA MS T 31/8/2015-6/9/2015 EAST LONDON	1	4 583,33	4 583,33	S
REFUELLING CHARGES	VOUCHER 11770805	1	237,09	237,09	Z
SERVICE FEE		1	150,00	150,00	S

VAT Summary

Rate	VAT	NET	Subtotal	R4 970,42
S@14,0%	662,67	4 733,33		
Z@0,0%	0,00	237,09		
TOTALS	662,67	4 970,42	VAT Total	R662,67
			Total	R5 633,09

Banking Detail:

Bank: FNB
Account Name: Blakes Travel Agency (Pty) Ltd
Acc Nr: 51260082627
Branch Code: 250341

TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034



S-A-M

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Tax Invoice

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	29/Jun/2016	BT 25309

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/16179/07

Customer Order No	Terms	Consultant
	Net 30	BB

Item	Description	Qty	Rate	Amount	VAT
SOUTH AFRICAN AIRWAYS	2234 801 389 PASSENGER: MRS. T. NTJANA JNB-PLZ-JNB 28/06/16 - 07/07/16	1	2 940,00	2 940,00	S
AIRPORT TAX - EV		1	40,46	40,46	Z
AIRPORT TAX - UM DOM		1	42,11	42,11	S
AIRPORT TAX - YR DOM		1	1 250,88	1 250,88	S
AIRPORT TAX - ZA		1	222,81	222,81	S
AGENTS FEE		1	210,00	210,00	S

VAT Summary

Rate	VAT	NET	Subtotal	R4 706,26
S@14,0%	653,21	4 665,80		
Z@0,0%	0,00	40,46		
TOTALS	653,21	4 706,26	VAT Total	R653,21
			Total	R5 359,47

Banking Detail:
Bank: FNB
Account Name: Blakes Travel Agency (Pty) Ltd
Acc Nr: 51260082627
Branch Code: 250341

TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034



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Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207

Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	27/Jul/2016	BT 25797

Invoice To
MR J J VENTER



TRAVEL AGENCY (PTY) LTD

Reg. No. 70/15179/07

Customer Order No	Terms	Consultant
	Net 30	BB

Item	Description	Qty	Rate	Amount	VAT
SOUTH AFRICAN AIRWAYS	9176 514 570 PASSENGER: MS. TEBELLO NTJANA ROUTE: JNB-ELS-JNB 27/07/16 - 31/07/16	1	2 690,00	2 690,00	S
AIRPORT TAX - EV		1	40,46	40,46	Z
AIRPORT TAX - UM DOM		1	34,21	34,21	S
AIRPORT TAX - YR DOM		1	1 205,26	1 205,26	S
AIRPORT TAX - ZA		1	222,81	222,81	S
AGENTS FEE		1	190,00	190,00	S

VAT Summary

Subtotal

R4 382,74

Rate	VAT	NET
------	-----	-----

S@14,0%	607,92	4 342,28
Z@0,0%	0,00	40,46
TOTALS	607,92	4 382,74

VAT Total

R607,92

Total

R4 990,66

Banking Detail:

Bank: FNB

Account Name: Blakes Travel Agency (Pty) Ltd

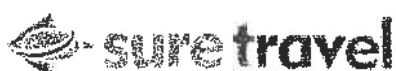
Acc Nr: 51260082627

Branch Code: 250341

TEL NR: (011) 693-3761

FAX NR: (011) 693-3765

(011) 693-4034



Handwritten signature and initials: S.A.M.

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Tax Invoice

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	20//Aug/2016	BT 26259

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

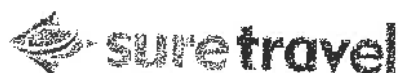
Customer Order No	Terms	Consultant
	Net 30	BB

Item	Description	Qty	Rate	Amount	VAT
SOUTH AFRICAN AIRWAYS	083-9176639276 MS TEBELLO NTJANA ROUTE: JNB-PLZ-JNB SA417/20AUG SA410/01SEP BUSINESS CLASS D ELECTRONIC AIR TICKET	1	2 940,00	2 940,00	S
AIRPORT TAXES	40.46EV	1	40,46	40,46	Z
AIRPORT TAX - YR DOM	1114.04YR	1	1 114,04	1 114,04	S
AIRPORT TAX - ZA	222.81ZA	1	222,81	222,81	S
AIRPORT TAX - UM DOM	42.10UM	1	42,10	42,10	S
SOUTH AFRICAN AIRWAYS	083-9176690563 MS TEBELLO NTJANA CHANGE OF RESERVATION ROUTE: JNB-PLZ-JNB SA417/19AUG SA410/01SEP BUSINESS CLASS D-Z ELECTRONIC AIR TICKET	1	370,00	370,00	S
AIRPORT TAX - YR DOM	178.07YR	1	178,07	178,07	S
AGENTS FEE	240	1	240,00	240,00	S
VAT Summary			Subtotal		
Rate	VAT	NET	R5 147,48		
S@14,0%	714,98	5 107,02	VAT Total		
Z@0,0%	0,00	40,46	R714,98		
TOTALS	714,98	5 147,48	Total		
			R5 862,46		

Banking Detail:

Bank: FNB
Account Name: Blakes Travel Agency (Pty) Ltd
Acc Nr: 51260082627
Branch Code: 250341

TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034



SS
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Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760**Tax Invoice**

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	08//Sept/2016	BT 26660

Invoice To
MR JJ VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Customer Order No	Terms	Consultant
	Net 30	BB

Item	Description	Qty	Rate	Amount	VAT
ACCOMMODATION	SOUTHERN SUN HEMINGWAYS VHR: 38827	1	1 557,02	1 557,02	S
AGENTS FEE	GUEST: MS. TEBELLO NTJANA 21/07/16 - 31/07/16 NOW SHOW CHARGE	1	180,00	180,00	S

VAT Summary

Rate	VAT	NET
S@14,0%	243,18	1 737,02
TOTALS	243,18	1 737,02

Subtotal R1 737,02**VAT Total** R243,18**Total** R1 980,20

Banking Detail:
Bank: FNB
Account Name: Blakes Travel Agency (Pty) Ltd
Acc Nr: 51260082627
Branch Code: 250341

TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034



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Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207

Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	06/Oct/2016	BT 27148

Invoice To
MR J J VENTER



TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Customer Order No		Terms		Consultant	
		Net 30		BB	
Item	Description	Qty	Rate	Amount	VAT
SOUTH AFRICAN AIRWAYS	083-1076114662 MS TEBELLO NTJANA ROUTE: JNB-PLZ-JNB SA419/09OCT SA410/17OCT BUSINESS CLASS D ELECTRONIC AIR TICKET	1	2 940,00	2 940,00	S
AIRPORT TAX - EV	40.46EV	1	40,46	40,46	Z
AIRPORT TAX - YR DOM	1135.09YR	1	1 135,09	1 135,09	S
AIRPORT TAX - ZA	222.81ZA	1	222,81	222,81	S
AIRPORT TAX - UM DOM	42.10UM	1	42,10	42,10	S
AGENTS FEE	7PC	1	210,00	210,00	S
VAT Summary			Subtotal		
Rate	VAT	NET	R4 590,46		
S@14,0%	637,00	4 550,00	VAT Total		
Z@0,0%	0,00	40,46	R637,00		
TOTALS	637,00	4 590,46	Total		
			R5 227,46		

Banking Detail:

Bank: FNB

Account Name: Blakes Travel Agency (Pty) Ltd

Acc Nr: 51260082627

Branch Code: 250341

TEL NR: (011) 693-3761

FAX NR: (011) 693-3765

(011) 693-4034



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Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	17/Nov/2016	BT 27941

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Customer Order No	Terms	Consultant
	Net 30	BB

Item	Description	Qty	Rate	Amount	VAT
BRITISH AIRWAYS	125-1076489906 MS TEBELLO NTJANA ROUTE: JNB-PLZ BA6237/17NOV BUSINESS CLASS D CORP ELECTRONIC AIR TICKET	1	1 790,00	1 790,00	S
AIRPORT TAX - EV	20.23EV	1	20,23	20,23	Z
AIRPORT TAX - YQ DOM	1260.53YQ	1	1 260,53	1 260,53	S
AIRPORT TAX - ZA	111.40ZA	1	111,40	111,40	S
AIRPORT TAX - UM DOM	21.05UM	1	21,05	21,05	S
SOUTH AFRICAN AIRWAYS	083-1076489907 MS TEBELLO NTJANA ROUTE: PLZ-JNB SA410/24NOV BUSINESS CLASS D CORP ELECTRONIC AIR TICKET	1	1 480,00	1 480,00	S
AIRPORT TAX - EV	20.23EV	1	20,23	20,23	Z
AIRPORT TAX - YR DOM	592.11YR	1	592,11	592,11	S
AIRPORT TAX - ZA	111.40ZA	1	111,40	111,40	S
AIRPORT TAX - UM DOM	21.05UM	1	21,05	21,05	S
AGENTS FEE	7PC	1	230,00	230,00	S

VAT Summary

Rate	VAT	NET	Subtotal	R5 658,00
S@14,0%	786,46	5 617,54	VAT Total	R786,46
Z@0,0%	0,00	40,46	Total	R6 444,46
TOTALS	786,46	5 658,00		

Banking Detail:

Bank: FNB
Account Name: Blakes Travel Agency (Pty) Ltd
Acc Nr: 51260082627
Branch Code: 250341TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034



Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Tax Invoice

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	12//Dec/2016	BT 28377

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Customer Order No		Terms		Consultant	
		Net 30		BB	
Item	Description	Qty	Rate	Amount	VAT
SOUTH AFRICAN AIRWAYS	083-1168848957 MRS TEBELLO NTJANA ROUTE: JNB-ELS//PLZ-JNB SA481/11DEC SA410/09JAN BUSINESS CLASS D CORP ELECTRONIC AIR TICKET	1	2 830,00	2 830,00	S
AIRPORT TAX - EV	40.46EV	1	40,46	40,46	Z
AIRPORT TAX - YR DOM	1140.35YR	1	1 140,35	1 140,35	S
AIRPORT TAX - ZA	222.81ZA	1	222,81	222,81	S
AIRPORT TAX - UM DOM	42.10UM	1	42,10	42,10	S
AGENTS FEE	7PC	1	200,00	200,00	S
VAT Summary			Subtotal		
Rate	VAT	NET	R4 475,72		
S@14,0%	620,94	4 435,26	VAT Total		
Z@0,0%	0,00	40,46	R620,94		
TOTALS	620,94	4 475,72	Total		
			R5 096,66		

Banking Detail:

Bank: FNB
Account Name: Blakes Travel Agency (Pty) Ltd
Acc Nr: 51260082627
Branch Code: 250341TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034



Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Tax Invoice

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	28//Dec/2016	BT 28541

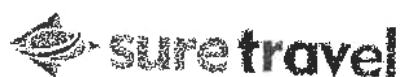
Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Customer Order No		Terms		Consultant	
		Net 30		BB	
Item	Description	Qty	Rate	Amount	VAT
SOUTH AFRICAN AIRWAYS	083-1168936509 MRS TEBELLO NTJANA ROUTE: PLZ-JNB CHANGE OF RESERVATION SA410/06JAN BUSINESS CLASS D TO C	1	1 110,00	1 110,00	S
AIRPORT TAX - YR DOM	181.58YR	1	181,58	181,58	S
AGENTS FEE	150	1	150,00	150,00	S
VAT Summary					
Rate	VAT	NET	Subtotal		
S@14,0%	201,82	1 441,58			
TOTALS	201,82	1 441,58	VAT Total		
			Total		

Banking Detail:
Bank: FNB
Account Name: Blakes Travel Agency (Pty) Ltd
Acc Nr: 51260082627
Branch Code: 250341

TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034



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Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	30/Dec/2016	BT 28558

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15/179/07

Invoice To
MR J J VENTER

Customer Order No	Terms	Consultant
	Net 30	BB

Item	Description	Qty	Rate	Amount	VAT
AVIS CAR RENTAL	DOC NO: 441913662 NTJANA T MS DATE: 11/12/2016 - 23/12/2016 ELS APT - PLZ APT	1	6 884,79	6 884,79	S
REFUELLING CHARGES		1	680,35	680,35	Z
SERVICE FEE		1	150,00	150,00	S

VAT Summary

Rate	VAT	NET	Subtotal	
				R7 715,14
S@14,0%	984,87	7 034,79		
Z@0,0%	0,00	680,35		
TOTALS	984,87	7 715,14	VAT Total	R984,87
			Total	R8 700,01

Banking Detail:

Bank: FNB
Account Name: Blakes Travel Agency (Pty) Ltd
Acc Nr: 51260082627
Branch Code: 250341TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034



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Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Tax Invoice

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	30/Oct/2012	842

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Invoice To
MR J J VENTER

Customer Order No		Terms		Consultant	
		Net 30		BB	
Item	Description	Qty	Rate	Amount	VAT
SOUTH AFRICAN AIRWAYS	TICK. NO: 2271 684 246 PASSENGER: MR. R. MTI ROUTE: JNB-PLZ-JNB 02/11/12 - 04/11/12	1	2 830,00	2 830,00	S
AIRPORT TAXES		1	1 096,00	1 096,00	Z
SERVICE FEE		1	200,00	200,00	S
SOUTH AFRICAN AIRWAYS	TICK. NO: 2271 684 247 PASSENGER: MRS. T. NTJANA ROUTE: JNB-PLZ-JNB 02/11/12 - 04/11/12	1	2 830,00	2 830,00	S
AIRPORT TAXES		1	1 096,00	1 096,00	Z
SERVICE FEE		1	200,00	200,00	S
VAT Summary					
Rate	VAT	NET	Subtotal		
S@14,0%	848,40	6 060,00			
Z@0,0%	0,00	2 192,00	VAT Total		
TOTALS	848,40	8 252,00	Total		
			R8 252,00		
			R848,40		
			R9 100,40		

Banking Detail:

Bank: FNB
Account Name: Blakes Travel Agency (Pty) Ltd
Acc Nr: 51260082627
Branch Code: 250341TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034

Signature

S.A.M.

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Tax Invoice

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	29//Mar/2013	4341

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Customer Order No	Terms	Consultant
	Net 30	BB

Item	Description	Qty	Rate	Amount	VAT
SOUTH AFRICAN AIRWAYS	083-3237108808-09 MR LINDA MTI MS TEBELLO NTJANA ROUTE:JNB-ELS SA481/28MAR ELECTRONIC AIR TICKETS	2	1 280,00	2 560,00	S
AIRPORT TAXES	422YR 16EV 116ZA 20UM	2	574,00	1 148,00	Z
SOUTH AFRICAN AIRWAYS	083-3237108810-11 MR LINDA MTI MS TEBELLO NTJANA ROUTE:PLZ-JNB SA410/01APR ELECTRONIC AIR TICKETS	2	2 430,00	4 860,00	S
AIRPORT TAXES	563YR 16EV 120ZA 20UM	2	719,00	1 438,00	Z
AGENTS FEE	7PC	2	260,00	520,00	S

VAT Summary

Rate	VAT	NET	Subtotal	R10 526,00
S@14,0%	1 111,60	7 940,00	VAT Total	R1 111,60
Z@0,0%	0,00	2 586,00	Total	R11 637,60
TOTALS	1 111,60	10 526,00		

Banking Detail:

Bank: FNB
Account Name: Blakes Travel Agency (Pty) Ltd
Acc Nr: 51260082627
Branch Code: 250341TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034

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S.A.M.

Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	24//Aug/2013	BT 8042

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Customer Order No	Terms	Consultant
	Net 30	BB

Item	Description	Qty	Rate	Amount	VAT
SOUTH AFRICAN AIRWAYS	TICK. 4152 706 728 PASSENGER: MR. L. MTI ROUTE: JNB-ELS-JNB 23/08/13 - 25/08/13	1	3 220,00	3 220,00	S
AIRPORT TAXES		1	1 397,00	1 397,00	Z
AGENTS FEE		1	225,00	225,00	S
SOUTH AFRICAN AIRWAYS	TICK. 4152 706 729 PASSENGER: MRS. T. TEBELLO ROUTE: JNB-ELS-JNB 23/08/13 - 25/08/13	1	250,00	250,00	S
AGENTS FEE	CANCELATION PENALTY	1	150,00	150,00	S

VAT Summary

Rate	VAT	NET
S@14,0%	538,30	3 845,00
Z@0,0%	0,00	1 397,00
TOTALS	538,30	5 242,00

Subtotal R5 242,00

VAT Total R538,30

Total R5 780,30

Banking Detail:

Bank: FNB
Account Name: Blakes Travel Agency (Pty) Ltd
Acc Nr: 51260082627
Branch Code: 250341TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034



Handwritten signature and initials: SA-M

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760**Tax Invoice**

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	25/Nov/2013	BT 10545

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Invoice To
MR J J VENTER

Customer Order No	Terms	Consultant
	Net 30	BB

Item	Description	Qty	Rate	Amount	VAT
SOUTH AFRICAN AIRWAYS	TICK: 4375 216 550 PASSENGER: MS. T. NTJANA ROUTE: JNB-PLZ-JNB 22/11/13 - 24/11/13	1	3 210,00	3 210,00	S
AIRPORT TAXES SOUTH AFRICAN AIRWAYS	TICK: 4375 216 549 PASSENGER: MR. L. MTI ROUTE: JNB-PLZ-JNB 22/11/13 - 24/11/13	1 1	1 397,00 3 210,00	1 397,00 3 210,00	Z S
AIRPORT TAXES AGENTS FEE		1 2	1 397,00 225,00	1 397,00 450,00	Z S

VAT Summary

Rate	VAT	NET	Subtotal	R9 664,00
S@14,0%	961,80	6 870,00	VAT Total	R961,80
Z@0,0%	0,00	2 794,00	Total	R10 625,80
TOTALS	961,80	9 664,00		

Banking Detail:

Bank: FNB

Account Name: Blakes Travel Agency (Pty) Ltd

Acc Nr: 51260082627

Branch Code: 250341

TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034



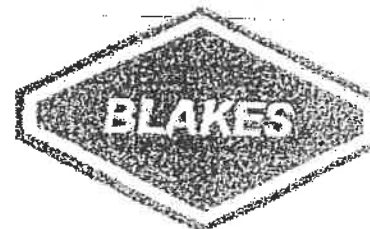
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Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	23//May/2014	BT 13426

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/16179/07

Invoice To
MR J J VENTER

Customer Order No	Terms	Consultant
	Net 30	BB

Item	Description	Qty	Rate	Amount	VAT
SOUTH AFRICAN AIRWAYS	TICK. NO: 4867 745 484/485 PASSENGERS: MR. L. MTI MS. T. NTJANA ROUTE: JNB-ELS-JNB 30/04/14 - 04/05/14	2	3 260,00	6 520,00	S
AIRPORT TAXES		2	1 487,00	2 974,00	Z
AGENTS FEE		1	460,00	460,00	S

VAT Summary

Rate	VAT	NET	Subtotal	R9 954,00
S@14,0%	977,20	6 980,00	VAT Total	R977,20
Z@0,0%	0,00	2 974,00		
TOTALS	977,20	9 954,00		
			Total	R10 931,20

Banking Detail:

Bank: FNB

Account Name: Blakes Travel Agency (Pty) Ltd

Acc Nr: 51260082627

Branch Code: 250341

TEL NR: (011) 693-3761

FAX NR: (011) 693-3765

(011) 693-4034



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Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	23//May/2014	BT 13426

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Customer Order No	Terms	Consultant
	Net 30	BB

Item	Description	Qty	Rate	Amount	VAT
SOUTH AFRICAN AIRWAYS	TICK. NO: 4867 745 484/485 PASSENGERS: MR. L. MTI MS. T. NTJANA ROUTE: JNB-ELS-JNB 30/04/14 - 04/05/14	2	3 260,00	6 520,00	S
AIRPORT TAXES		2	1 487,00	2 974,00	Z
AGENTS FEE		1	460,00	460,00	S

VAT Summary

Rate	VAT	NET	Subtotal	
S@14,0%	977,20	6 980,00		R9 954,00
Z@0,0%	0,00	2 974,00		
TOTALS	977,20	9 954,00	VAT Total	R977,20
			Total	R10 931,20

Banking Detail:

Bank: FNB

Account Name: Blakes Travel Agency (Pty) Ltd

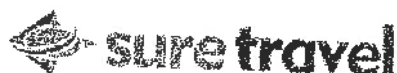
Acc Nr: 51260082627

Branch Code: 250341

TEL NR: (011) 693-3761

FAX NR: (011) 693-3765

(011) 693-4034



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Blakes Travel Agency (Pty) Ltd



P.O. Box 207
Randfontein, 1760

Tax Invoice

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	08/Dec/2014	BT 16879

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15178/07

Invoice To
MR J J VENTER

		Customer Order No	Terms	Consultant	
			Net 30	BB	
Item	Description	Qty	Rate	Amount	VAT
SOUTH AFRICAN AIRWAYS	083-5833966255-56 MR LINDA MTI MS TEBELLO NTJANA ROUTE:JNB-PLZ-JNB SA417/22DEC SA410/03JAN ELECTRONIC AIR TICKETS	2	5 120,00	10 240,00	S
AIRPORT TAX - EV	32.78EV	2	32,79	65,58	Z
AIRPORT TAX - YR DOM	1221.05YR	2	1 221,05	2 442,10	S
AIRPORT TAX - ZA	222.41	2	222,41	444,82	S
AIRPORT TAX - UM INT	42.10UM	2	42,10	84,20	S
AGENTS FEE	7PC	2	360,00	720,00	S
VAT Summary			Subtotal R13 996,70		
Rate	VAT	NET	VAT Total R1 950,36		
S@14,0%	1 950,36	13 931,12	Total R15 947,06		
Z@0,0%	0,00	65,58			
TOTALS	1 950,36	13 996,70			
Banking Detail: Bank: FNB Account Name: Blakes Travel Agency (Pty) Ltd Acc Nr: 51260082627 Branch Code: 250341		TEL NR: (011) 693-3761 FAX NR: (011) 693-3765 (011) 693-4034		 	


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Tax Invoice

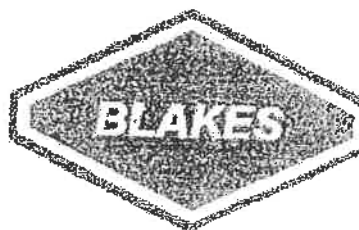
Blakes Travel Agency (Pty) Ltd

P.O. Box 207

Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	08/Dec/2014	BT 16878

Invoice To
MR J J VENTER



TRAVEL AGENCY (PTY) LTD

Reg. No. 70/15179/07

		Customer Order No	Terms	Consultant	
			Net 30	BB	
Item	Description	Qty	Rate	Amount	VAT
SOUTH AFRICAN AIRWAYS	083-5833966253-54 MR LINDA MTJ MS TEBELLO NTJANA ROUTE:JNB-ELS-JNB SA475/05DEC SA476/07DEC ELECTRONIC AIR TICKETS	2	2 930,00	5 860,00	S
AIRPORT TAX - EV	32.78EV	2	32,78	65,56	Z
AIRPORT TAX - YR DOM	1072.81YR	2	1 072,81	2 145,62	S
AIRPORT TAX - ZA	222.81ZA	2	222,81	445,62	S
AIRPORT TAX - UM DOM	34.21UM	2	34,21	68,42	S
SOUTH AFRICAN AIRWAYS	083-5833966310-11 ROUTE:ELS-JNB CHANGE OF RESERVATION SA480/07DEC	2	220,00	440,00	S
AIRPORT TAX - YR DOM	146.49YR	2	146,49	292,98	S
AGENT'S FEE	7PC	2	230,00	460,00	S
VAT Summary			Subtotal	R9 778,20	
Rate	VAT	NET	VAT Total	R1 359,77	
S@14,0%	1 359,77	9 712,64	Total	R11 137,97	
Z@0,0%	0,00	65,56			
TOTALS	1 359,77	9 778,20			

Banking Detail:

Bank: FNB

Account Name: Blakes Travel Agency (Pty) Ltd

Acc Nr: 51260082627

Branch Code: 250341

TEL NR: (011) 693-3761

FAX NR: (011) 693-3765

(011) 693-4034



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S.A.M.

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Tax Invoice

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	29//Apr/2015	BT 18789

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Customer Order No		Terms		Consultant	
		Net 30		BB	
Item	Description	Qty	Rate	Amount	VAT
SOUTH AFRICAN AIRWAYS	TICK. 5834 713 767 PASSENGER: MR. L. MTI PASSENGER: MS. T. NTJANA ROUTE: JNB-DBN-JNB 24/04/15 - 27/04/15	1	2 430,00	2 430,00	S
AIRPORT TAX - EV		1	37,44	37,44	Z
AIRPORT TAX - UM DOM		1	42,11	42,11	S
AIRPORT TAX - YR DOM		1	996,49	996,49	S
AIRPORT TAX - ZA		1	222,81	222,81	S
AGENTS FEE		1	170,00	170,00	S
SOUTH AFRICAN AIRWAYS	TICK. 5834 713 768	1	2 430,00	2 430,00	S
AIRPORT TAX - EV		1	37,44	37,44	Z
AIRPORT TAX - UM DOM		1	42,11	42,11	S
AIRPORT TAX - YR DOM		1	996,49	996,49	S
AIRPORT TAX - ZA		1	222,81	222,81	S
AGENTS FEE		1	170,00	170,00	S
VAT Summary			Subtotal		
Rate	VAT	NET	R7 797,70		
S@14,0%	1 081,19	7 722,82	VAT Total		
Z@0,0%	0,00	74,88	R1 081,19		
TOTALS	1 081,19	7 797,70	Total		
			R8 878,89		

Banking Detail:

Bank: FNB

Account Name: Blakes Travel Agency (Pty) Ltd

Acc Nr: 51260082627

Branch Code: 250341

TEL NR: (011) 693-3761

FAX NR: (011) 693-3765

(011) 693-4034



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S.A.M

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760**Tax Invoice**

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	30/Nov/2015	BT 22331

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Customer Order No		Terms		Consultant	
		Net 30		BB	
Item	Description	Qty	Rate	Amount	VAT
SOUTH AFRICAN AIRWAYS	9736 612 733/734 PASSENGERS: MR. L. MTI MS. N. TEBELLO JNB-PLZ-JNB 26/11/15 - 30/11/15	2	3 390,00	6 780,00	S
AIRPORT TAX - EV		2	37,44	74,88	Z
AIRPORT TAX - UM DOM		2	42,11	84,22	S
AIRPORT TAX - YR DOM		2	1 378,08	2 756,16	S
AIRPORT TAX - ZA		2	222,81	445,62	S
AGENTS FEE		2	250,00	500,00	S
VAT Summary					
Rate			Subtotal		
VAT			R10 640,88		
NET			VAT Total		
S@14,0%			R1 479,24		
Z@0,0%					
TOTALS			Total		
1 479,24			R12 120,12		
10 566,00					
74,88					
10 640,88					
Banking Detail: Bank: FNB Account Name: Blakes Travel Agency (Pty) Ltd Acc Nr: 51260082627 Branch Code: 250341					
TEL NR: (011) 693-3761 FAX NR: (011) 693-3765 (011) 693-4034					
suretravel					
IATA					



Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	30/Nov/2015	BT 22333

Invoice To
MR J J VENTER



TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Customer Order No	Terms	Consultant
	Net 30	BB

Item	Description	Qty	Rate	Amount	VAT
SOUTH AFRICAN AIRWAYS	9736 612 764/765 PASSENGERS: MR. L. MTI MS. T. NTJANA JNB-PLZ 20/12/15 - 06/01/16	2	2 940,00	5 880,00	S
AIRPORT TAX - EV		2	37,44	74,88	Z
AIRPORT TAX - UM DOM		2	42,11	84,22	S
AIRPORT TAX - YR DOM		2	1 152,64	2 305,28	S
AIRPORT TAX - ZA		2	222,81	445,62	S
AGENTS FEE		2	210,00	420,00	S

VAT Summary

Rate	VAT	NET	Subtotal	R9 210,00
S@14,0%	1 278,92	9 135,12	VAT Total	R1 278,92
Z@0,0%	0,00	74,88	Total	R10 488,92
TOTALS	1 278,92	9 210,00		

Banking Detail:

Bank: FNB
Account Name: Blakes Travel Agency (Pty) Ltd
Acc Nr: 51260082627
Branch Code: 250341

TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034

sure travel



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Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760




Tax Invoice

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	28/Dec/2015	BT 22530

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Customer Order No		Terms		Consultant	
		Net 30		BB	
Item	Description	Qty	Rate	Amount	VAT
SOUTH AFRICAN AIRWAYS	083-9736725070-71 MR LINDA MTI MRS TEBELLO NTJANA ROUTE:JNB-PLZ-JNB SA417/31DEC SA410/05JAN ELECTRONIC AIR TICKETS	2	3 520,00	7 040,00	S
AIRPORT TAX - EV	37.44EV	2	37,44	74,88	Z
AIRPORT TAX - YR DOM	1444.74YR	2	1 444,74	2 889,48	S
AIRPORT TAX - ZA	222.81ZA	2	222,81	445,62	S
AIRPORT TAX - UM DOM	42.10UM	2	42,10	84,20	S
AGENTS FEE	250	2	250,00	500,00	S
VAT Summary			Subtotal		
Rate			VAT		
NET			R11 034,18		
S@14,0%			1 534,30		
Z@0,0%			0,00		
TOTALS			1 534,30		
VAT Total			R1 534,30		
Total			R12 568,48		
Banking Detail:		TEL NR: (011) 693-3761			
Bank: FNB		FAX NR: (011) 693-3765			
Account Name: Blakes Travel Agency (Pty) Ltd		(011) 693-4034			
Acc Nr: 51260082627					
Branch Code: 250341					





S.A.M.

Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	22//Dec/2015	BT 22519

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Invoice To
MR J J VENTER

Customer Order No		Terms		Consultant	
		Net 30		BB	
Item	Description	Qty	Rate	Amount	VAT
SOUTH AFRICAN AIRWAYS	TKT NO: 083 9736 650 195 MTI L MR TKT NO: 083 9736 650 196 NTJANA T MS SA471 11 DEC JNB-ELS SA476 13 DEC ELS-JNB	2	2 530,00	5 060,00	S
AIRPORT TAX - EV		2	37,44	74,88	Z
AIRPORT TAX - ZA		2	222,81	445,62	S
AIRPORT TAX - UM DOM		2	34,21	68,42	S
AIRPORT TAX - YR DOM		2	1 185,96	2 371,92	S
AGENTS FEE		2	255,00	510,00	S
VAT Summary			Subtotal		
Rate	VAT	NET	R8 530,84		
S@14,0%	1 183,83	8 455,96	VAT Total		
Z@0,0%	0,00	74,88	R1 183,83		
TOTALS	1 183,83	8 530,84	Total		
			R9 714,67		

Banking Detail:
Bank: FNB
Account Name: Blakes Travel Agency (Pty) Ltd
Acc Nr: 51260082627
Branch Code: 250341

TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034



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Blakes Travel Agency (Pty) Ltd

P.O. Box 207

Randfontein, 1760

Tax Invoice

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	26/Feb/2016	BT 23296

Invoice To
MR J J VENTER



TRAVEL AGENCY (PTY) LTD
Reg. No. 70/16179/07

Customer Order No	Terms	Consultant
	Net 30	BB

Item	Description	Qty	Rate	Amount	VAT
SOUTH AFRICAN AIRWAYS	1661 961 701/702 PASSENGERS: MR. L. MTI MS. REBELLO NTJANA JNB-PLZ-JNB 18/02/16 - 22/02/16	2	2 940,00	5 880,00	S
AIRPORT TAX - EV		2	37,44	74,88	Z
AIRPORT TAX - UM DOM		2	42,11	84,22	S
AIRPORT TAX - YR DOM		2	1 322,81	2 645,62	S
AIRPORT TAX - ZA		2	222,81	445,62	S
AGENTS FEE		2	205,00	410,00	S
VAT Summary			Subtotal	R9 540,34	
Rate	VAT	NET	VAT Total	R1 325,16	
S@14,0%	1 325,16	9 465,46	Total	R10 865,50	
Z@0,0%	0,00	74,88			
TOTALS	1 325,16	9 540,34			

Banking Detail:

Bank: FNB

Account Name: Blakes Travel Agency (Pty) Ltd

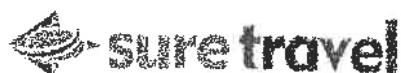
Acc Nr: 51260082627

Branch Code: 250341

TEL NR: (011) 693-3761

FAX NR: (011) 693-3765

(011) 693-4034



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Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	30/Mar/2016	BT 23775

Invoice To

MR J J VENTER



TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15178/07

Customer Order No	Terms	Consultant
	Net 30	BB

Item	Description	Qty	Rate	Amount	VAT
SOUTH AFRICAN AIRWAYS	1662 134 618/619 PASSENGERS: MR. L. MTI MS. T. NTJANA ROUTE: JNB-GBE-JNB 29/04/16 - 02/05/16	2	800,00	1 600,00	Z
AIRPORT TAXES		2	2 530,23	5 060,46	Z
AGENTS FEE		1	200,00	200,00	S

VAT Summary

Rate	VAT	NET	Subtotal	R6 860,46
Z@0,0%	0,00	6 660,46	VAT Total	R28,00
S@14,0%	28,00	200,00	Total	R6 888,46
TOTALS	28,00	6 860,46		

Banking Detail:

Bank: FNB
Account Name: Blakes Travel Agency (Pty) Ltd
Acc Nr: 51260082627
Branch Code: 250341

TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034



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S.A.M

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760**Tax Invoice**

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	30/Mar/2016	BT 23769

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Customer Order No	Terms	Consultant
	Net 30	BB

Item	Description	Qty	Rate	Amount	VAT
SOUTH AFRICAN AIRWAYS	tick. 1661 961 743/744 PASSENGERS: MR. L. MTI MS. T. NTJANA ROUTE: JNB-PLZ-JNB CHANGE OF RESERVATION 17/02/16 - 22/02/16	2	581,40	1 162,80	S
AGENTS FEE		1	150,00	150,00	S

VAT Summary

Rate	VAT	NET	Subtotal	R1 312,80
S@14,0%	183,79	1 312,80	VAT Total	R183,79
TOTALS	183,79	1 312,80	Total	R1 496,59

Banking Detail:

Bank: FNB
Account Name: Blakes Travel Agency (Pty) Ltd
Acc Nr: 51260082627
Branch Code: 250341TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034

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Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	30//Apr/2016	BT 24296

Invoice To
MR J J VENTER



TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Customer Order No		Terms		Consultant	
		Net 30		BB	
Item	Description	Qty	Rate	Amount	VAT
SOUTH AFRICAN AIRWAYS	1662 280 613/614 PASSENGERS MR. L. MTI MS T. NTJANA CHANGE OF RESERVATIONS JNB-PLZ-JNB 12/04/16 - 18/04/16	2	370,00	740,00	S
AIRPORT TAX - ZA		2	193,86	387,72	S
AGENTS FEE		2	60,00	120,00	S
VAT Summary			Subtotal		
Rate	VAT	NET	R1 247,72		
S@14,0%	174,68	1 247,72	VAT Total		
TOTALS	174,68	1 247,72	R174,68		
			Total		
			R1 422,40		

Banking Detail:

Bank: FNB

Account Name: Blakes Travel Agency (Pty) Ltd

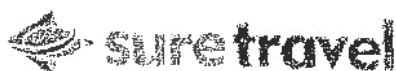
Acc Nr: 51260082627

Branch Code: 250341

TEL NR: (011) 693-3761

FAX NR: (011) 693-3765

(011) 693-4034



ASS
S-A-M




Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760**Tax Invoice**

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	30//Apr/2016	BT 24297

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Customer Order No		Terms		Consultant	
		Net 30		BB	
Item	Description	Qty	Rate	Amount	VAT
SOUTH AFRICAN AIRWAYS	1662 280 587/588 PASSENGERS: MR. L. MTI MS. T. NTJANA JNB-PLZ-JNB 14/04/16 - 17/04/16	2	2 940,00	5 880,00	S
AIRPORT TAX - EV		2	40,46	80,92	Z
AIRPORT TAX - UM DOM		2	42,11	84,22	S
AIRPORT TAX - YR DOM		2	1 214,04	2 428,08	S
AIRPORT TAX - ZA		2	222,81	445,62	S
AGENTS FEE		2	210,00	420,00	S
VAT Summary			Subtotal		
Rate	VAT	NET	R9 338,84		
S@14,0%	1 296,11	9 257,92	VAT Total		
Z@0,0%	0,00	80,92	R1 296,11		
TOTALS	1 296,11	9 338,84	Total		
			R10 634,95		
Banking Detail: Bank: FNB Account Name: Blakes Travel Agency (Pty) Ltd Acc Nr: 51260082627 Branch Code: 250341		TEL NR: (011) 693-3761 FAX NR: (011) 693-3765 (011) 693-4034		 	
					



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Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	30//May/2016	BT 24745

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

		Customer Order No	Terms	Consultant	
			Net 30	BB	
Item	Description	Qty	Rate	Amount	VAT
AIR BOTSWANA	TICK: 2234 464 304/305 CANCELLED BOOKED FOR: MR. L. MTI MS. T. NTJANA 02/05/16 AIRLAINE CANCELLATION FEE	2	420,00	840,00	Z
VAT Summary			Subtotal R840,00		
Rate		VAT	NET	VAT Total R0,00	
Z@0,0%		0,00	840,00	Total R840,00	
TOTALS		0,00	840,00		
Banking Detail:					
Bank: FNB					
Account Name: Blakes Travel Agency (Pty) Ltd		TEL NR: (011) 693-3761			
Acc Nr: 51260082627		FAX NR: (011) 693-3765			
Branch Code: 250341		(011) 693-4034			
		suretravel			
		TATA			
		ASATA			



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Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	30//May/2016	BT 24748

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

		Customer Order No	Terms	Consultant	
			Net 30	BB	
Item	Description	Qty	Rate	Amount	VAT
SOUTH AFRICAN AIRWAYS	2234 568 962/963 PASSENGER: MR. L. MTI MS. T. NTJ JNB-PLZ-JNB CHANGE OF RESERVATION 23/05/16 - 31/05/16	2	45,61	91,22	S
AGENTS FEE NON VATABLE ITEMS	ROUND OFF	2	60,00 0,01	120,00 0,01	S Z
VAT Summary					
Rate	VAT	NET	Subtotal R211,23		
S@14,0%	29,57	211,22	VAT Total R29,57		
Z@0,0%	0,00	0,01			
TOTALS	29,57	211,23	Total R240,80		
Banking Detail: Bank: FNB Account Name: Blakes Travel Agency (Pty) Ltd Acc Nr: 51260082627 Branch Code: 250341		TEL NR: (011) 693-3761 FAX NR: (011) 693-3765 (011) 693-4034			
		sure travel			
		TATA ASATA			



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Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Tax Invoice

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	30//May/2016	BT 24747

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Customer Order No		Terms		Consultant	
		Net 30		BB	
Item	Description	Qty	Rate	Amount	VAT
SOUTH AFRICAN AIRWAYS	2234 511 682/683 PASSENGERS: MR. L. MTI MS. T. NTJANA 22/05/16 - 03/06/16 JNB-PLZ-JNB	2	2 940,00	5 880,00	S
AIRPORT TAX - EV		2	40,46	80,92	Z
AIRPORT TAX - UM DOM		2	42,11	84,22	S
AIRPORT TAX - YR DOM		2	1 226,32	2 452,64	S
AIRPORT TAX - ZA		2	222,81	445,62	S
AGENTS FEE		2	210,00	420,00	S
VAT Summary			Subtotal		
Rate	VAT	NET	R9 363,40		
S@14,0%	1 299,55	9 282,48	VAT Total		
Z@0,0%	0,00	80,92	R1 299,55		
TOTALS	1 299,55	9 363,40	Total		
			R10 662,95		

Banking Detail:

Bank: FNB

Account Name: Blakes Travel Agency (Pty) Ltd

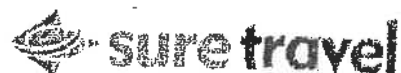
Acc Nr: 51260082627

Branch Code: 250341

TEL NR: (011) 693-3761

FAX NR: (011) 693-3765

(011) 693-4034



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S.A.M. *AM*

Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	29//Jun/2015	BT 19661

Invoice To
MR J J VENTER



TRAVEL AGENCY (PTY) LTD

Reg. No. 70/15179/07

Customer Order No	Terms	Consultant
	Net 30	BB

Item	Description	Qty	Rate	Amount	VAT
SOUTH AFRICAN AIRWAYS	083-5852841252-53 MR LINDA MTI MR YUKANE MTI ROUTE:JNB-PLZ-JNB SA417/25JUN SA420/28JUN ELECTRONIC AIR TICKET	2	2 940,00	5 880,00	S
AIRPORT TAX - EV	37.44EV	2	37,44	74,88	Z
AIRPORT TAX - YR DOM	1022.81YR	2	1 022,81	2 045,62	S
AIRPORT TAX - ZA	222.81ZA	2	222,81	445,62	S
AIRPORT TAX - UM DOM	42.10UM	2	42,10	84,20	S
AGENTS FEE	7PC	2	210,00	420,00	S
VAT Summary			Subtotal	R8 950,32	
Rate	VAT	NET			
S@14,0%	1 242,56	8 875,44			
Z@0,0%	0,00	74,88			
TOTALS	1 242,56	8 950,32	VAT Total	R1 242,56	
			Total	R10 192,88	

Banking Detail:

Bank: FNB
Account Name: Blakes Travel Agency (Pty) Ltd
Acc Nr: 51260082627
Branch Code: 250341

TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034



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Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	30//Apr/2016	BT 24300

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Invoice To
MR J J VENTER

Customer Order No		Terms		Consultant	
		Net 30		BB	
Item	Description	Qty	Rate	Amount	VAT
SOUTH AFRICAN AIRWAYS	1662 351 826/1662 251 077 PASSENGER: MR. V. MTI JNB-PLZ-JNB+ 15/04/16 - 17/04/16	1	5 160,00	5 160,00	S
AIRPORT TAX - EV		1	40,46	40,46	Z
AIRPORT TAX - UM DOM		1	42,11	42,11	S
AIRPORT TAX - YR DOM		1	1 631,588	1 631,59	S
AIRPORT TAX - ZA		1	233,33	233,33	S
AGENTS FEE		1	365,00	365,00	S
VAT Summary			Subtotal		
Rate	VAT	NET	R7 472,49		
S@14,0%	1 040,48	7 432,03	VAT Total		
Z@0,0%	0,00	40,46	R1 040,48		
TOTALS	1 040,48	7 472,49	Total		
			R8 512,97		

Banking Detail:

Bank: FNB
Account Name: Blakes Travel Agency (Pty) Ltd
Acc Nr: 51260082627
Branch Code: 250341TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034

S-A-M

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760**Tax Invoice**

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	29/Jun/2016	BT 25312

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Customer Order No	Terms	Consultant
	Net 30	BB

Item	Description	Qty	Rate	Amount	VAT
AVIS CAR RENTAL	DOC NO: 838520292 DRIVER MTI MR V 21/6/2016-26/6/2016 CAPE TOWN	1	2 834,31	2 834,31	S
REFUELLING CHARGES SERVICE FEE	VOUCHER 0563718	1 1	414,07 150,00	414,07 150,00	Z S
VAT Summary			Subtotal		
Rate	VAT	NET	R3 398,38		
S@14,0%	417,80	2 984,31	VAT Total		
Z@0,0%	0,00	414,07	R417,80		
TOTALS	417,80	3 398,38	Total		
			R3 816,18		

Banking Detail:
Bank: FNB
Account Name: Blakes Travel Agency (Pty) Ltd
Acc Nr: 51260082627
Branch Code: 250341

TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034



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Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Tax Invoice

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	27/Jul/2016	BT 25796

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Customer Order No	Terms	Consultant
	Net 30	BB

Item	Description	Qty	Rate	Amount	VAT
SOUTH AFRICAN AIRWAYS	2234 867 052 PASSENGER: VUKANI MTI ROUTE: JNB-PLZ-JNB 08/07/16 - 10/07/16	1	2 370,00	2 370,00	S
AIRPORT TAX - EV		1	40,46	40,46	Z
AIRPORT TAX - UM DOM		1	42,11	42,11	S
AIRPORT TAX - YR DOM		1	1 203,51	1 203,51	S
AIRPORT TAX - ZA		1	222,81	222,81	S
AGENTS FEE		1	170,00	170,00	S

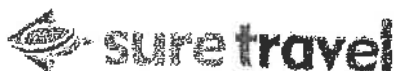
VAT Summary

Rate	VAT	NET	Subtotal	R4 048,89
S@14,0%	561,18	4 008,43	VAT Total	R561,18
Z@0,0%	0,00	40,46	Total	R4 610,07
TOTALS	561,18	4 048,89		

Banking Detail:

Bank: FNB
Account Name: Blakes Travel Agency (Pty) Ltd
Acc Nr: 51260082627
Branch Code: 250341

TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034



S-A-M



S.A.M.

Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	27/Nov/2012	1542

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Customer Order No	Terms	Consultant
	Net 30	BB

Item	Description	Qty	Rate	Amount	VAT
ACCOMMODATION	PAXTON HOTEL - PORT ELIZABETH VHR: 32461 MTI S MS DATE: 09/11/12 - 11/11/12	1	1 535,09	1 535,09	S
ADDITIONAL CHARGES		1	48,00	48,00	Z
SERVICE FEE		1	160,00	160,00	S
VAT Summary			Subtotal		
Rate	VAT	NET	R1 743,09		
S@14,0%	237,31	1 695,09	VAT Total		
Z@0,0%	0,00	48,00	R237,31		
TOTALS	237,31	1 743,09	Total		
			R1 980,40		

Banking Detail:

Bank: FNB
Account Name: Blakes Travel Agency (Pty) Ltd
Acc Nr: 51260082627
Branch Code: 250341TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034S-A-M
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Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	27/Nov/2012	1580

Invoice To
MR J J VENTER



TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

		Customer Order No	Terms	Consultant
			Net 30	BB
Item	Description	Qty	Rate	Amount VAT
SOUTH AFRICAN AIRWAYS	TICK. NO: 2622 895 630 PASSENGER: MS. S. MTI ROUTE: JNB-PLZ-JNB 09/11/12 - 11/11/12	1	2 890,00	2 890,00 S
AIRPORT TAXES		1	1 240,00	1 240,00 Z
AGENTS FEE		1	205,00	205,00 S
VAT Summary			Subtotal	R4 335,00
Rate	VAT	NET	VAT Total	R433,30
S@14,0%	433,30	3 095,00	Total	R4 768,30
Z@0,0%	0,00	1 240,00		
TOTALS	433,30	4 335,00		
Banking Detail:		TEL NR: (011) 693-3761		
Bank: FNB		FAX NR: (011) 693-3765		
Account Name: Blakes Travel Agency (Pty) Ltd		(011) 693-4034		
Acc Nr: 51260082627				
Branch Code: 250341				

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Blakes Travel Agency (Pty) Ltd

P.O. Box 207

Randfontein, 1760

Tax Invoice

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	30//Apr/2016	BT 24299



TRAVEL AGENCY (PTY) LTD
Reg. No: 70/15179/07

Invoice To

MR J J VENTER

Customer Order No	Terms	Consultant
	Net 30	BB

Item	Description	Qty	Rate	Amount	VAT
SOUTH AFRICAN AIRWAYS	1662 351 824 PASSENGER: S. MTI JNB-PLZ 15/04/16	1	2 580,00	2 580,00	S
AIRPORT TAX - EV		1	20,23	20,23	Z
AIRPORT TAX - UM DOM		1	21,05	21,05	S
AIRPORT TAX - YR DOM		1	815,79	815,79	S
AIRPORT TAX - ZA		1	111,40	111,40	S
SOUTH AFRICAN AIRWAYS	1662 351 825 PASSENGER: S. MTI PLZ-JNB 17/04/16	1	1 630,00	1 630,00	S
AIRPORT TAX - EV		1	20,23	20,23	Z
AIRPORT TAX - UM DOM		1	21,05	21,05	S
AIRPORT TAX - YQ DOM		1	618,42	618,42	S
AIRPORT TAX - ZA		1	111,40	111,40	S
AGENTS FEE		1	295,00	295,00	S
VAT Summary			Subtotal R6 244,57		
Rate	VAT	NET	VAT Total R868,58		
S@14,0%	868,58	6 204,11	Total R7 113,15		
Z@0,0%	0,00	40,46			
TOTALS	868,58	6 244,57			

Banking Detail:

Bank: FNB

Account Name: Blakes Travel Agency (Pty) Ltd

Acc Nr: 51260082627

Branch Code: 250341

TEL NR: (011) 693-3761

FAX NR: (011) 693-3765

(011) 693-4034



S-A-M

Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	28//Jan/2016	BT 22815

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Customer Order No	Terms	Consultant
	Net 30	BB

Item	Description	Qty	Rate	Amount	VAT
SOUTH AFRICAN AIRWAYS	TICK. NO: 8736 650 171 PASSENGER: MS. S. MTI ROUTE: JNB-PLZ-JNB 04/12/16 - 06/12/16	1	1 690,00	1 690,00	S
AIRPORT TAXES		1	1 487,23	1 487,23	S
AGENTS FEE		1	120,00	120,00	S
VAT Summary			Subtotal		
Rate	VAT	NET	R3 297,23		
S@14,0%	461,61	3 297,23	VAT Total		
TOTALS	461,61	3 297,23	R461,61		
			Total		
			R3 758,84		

Banking Detail:
Bank: FNB
Account Name: Blakes Travel Agency (Pty) Ltd
Acc Nr: 51260082627
Branch Code: 250341

TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034



S.A.M

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Tax Invoice

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	27/Jul/2016	BT 25794

TRAVEL AGENCY (PTY) LTD
Reg No. 70/16179/07

Invoice To
MR J J VENTER

Customer Order No	Terms	Consultant
	Net 30	BB

Item	Description	Qty	Rate	Amount	VAT
BRITISH AIRWAYS	2234 867 005/006 PASSENGER: MR. S.N. MTI ROUTE: JNB-PLZ-JNB 02/07/16 - 10/07/16	1	1 950,00	1 950,00	S
AIRPORT TAX - EV		2	20,23	40,46	Z
AIRPORT TAX - UM DOM		2	21,06	42,12	S
AIRPORT TAX - YQ DOM		2	795,62	1 591,24	S
AIRPORT TAX - ZA		2	111,41	222,82	S
AGENTS FEE		1	140,00	140,00	S

VAT Summary

Rate	VAT	NET	Subtotal	R3 986,64
S@14,0%	552,47	3 946,18	VAT Total	R532,47
Z@0,0%	0,00	40,46	Total	R4 539,11
TOTALS	552,47	3 986,64		

Banking Detail:

Bank: FNB
Account Name: Blakes Travel Agency (Pty) Ltd
Acc Nr: 51260082627
Branch Code: 250341

TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034



Handwritten signature and initials: S.A.M.

Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	27//Oct/2016	BT 27518

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Customer Order No	Terms	Consultant
	Net 30	BB

Item	Description	Qty	Rate	Amount	VAT
SOUTH AFRICAN AIRWAYS	083-1076276349 MS SEHLULE MTI ROUTE: JNB-PLZ//ELS-JNB SA417/28OCT SA480/30OCT ECONOMY CLASS K-Y CORP ELECTRONIC AIR TICKET	1	2 530,00	2 530,00	S
AIRPORT TAX - EV	40.46EV	1	40,46	40,46	Z
AIRPORT TAX - YR DOM	1154.39YR	1	1 154,39	1 154,39	S
AIRPORT TAX - ZA	222.81ZA	1	222,81	222,81	S
AIRPORT TAX - UM DOM	42.10UM	1	42,10	42,10	S
AGENTS FEE	7PC	1	180,00	180,00	S
VAT Summary			Subtotal	R4 169,76	
Rate	VAT	NET	VAT Total	R578,10	
S@14,0%	578,10	4 129,30	Total	R4 747,86	
Z@0,0%	0,00	40,46			
TOTALS	578,10	4 169,76			

Banking Detail:

Bank: FNB

Account Name: Blakes Travel Agency (Pty) Ltd

Acc Nr: 51260082627

Branch Code: 250341

TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034

Signature
S.A.M.A.

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Tax Invoice

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	28/Oct/2016	BT 27543

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Customer Order No	Terms	Consultant
	Net 30	BB

Item	Description	Qty	Rate	Amount	VAT
SOUTH AFRICAN AIRWAYS	083-1076276353 MS SEHLULE MTI ROUTE: JNB-PLZ-JNB SA417/28OCT SA422/30OCT CHANGE OF ROUTE ELECTRONIC AIR TICKET	1	2 660,00	2 660,00	S
AIRPORT TAX - EV	40.46EV	1	40,46	40,46	Z
AIRPORT TAX - YR DOM	1154.39YR	1	1 154,39	1 154,39	S
AIRPORT TAX - ZA	222.81ZA	1	222,81	222,81	S
AIRPORT TAX - UM DOM	42.10UM	1	42,10	42,10	S
SOUTH AFRICAN AIRWAYS	083-1076276349 MS SEHLULE MTI REFUNDED E TICKET	1	-2 530,00	-2 530,00	S
AIRPORT TAX - EV	40.46EV	1	-40,46	-40,46	Z
AIRPORT TAX - UM DOM	1154.39YQ	1	-1 154,39	-1 154,39	S
AIRPORT TAX - ZA	222.81ZA	1	-222,81	-222,81	S
AIRPORT TAX - UM DOM	42.10UM	1	-42,10	-42,10	S
SOUTH AFRICAN AIRWAYS	REFUND FEE	1	250,00	250,00	S

VAT Summary

Rate	VAT	NET	Subtotal	R380,00
S@14,0%	53,20	380,00	VAT Total	R53,20
Z@0,0%	0,00	0,00		
TOTALS	53,20	380,00	Total	R433,20

Banking Detail:

Bank: FNB
Account Name: Blakes Travel Agency (Pty) Ltd
Acc Nr: 51260082627
Branch Code: 250341TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034

S-A-M

Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	31/Oct/2016	BT 27624

Invoice To
MR J J VENTER



TRAVEL AGENCY (PTY) LTD
Reg No. 70/15179/07

Customer Order No		Terms		Consultant	
		Net 30		BB	
Item	Description	Qty	Rate	Amount	VAT
ACCOMMODATION	SOUTHERN SUN HEMINGWAYS - EAST LONDON VHR: 40012 SEHLULE MTI 29 - 30 OCTOBER 2016	1	1 759,04	1 759,04	S
SERVICE FEE		1	170,00	170,00	S
VAT Summary			Subtotal		
Rate	VAT	NET	R1 929,04		
S@14,0%	270,07	1 929,04	VAT Total		
TOTALS	270,07	1 929,04	R270,07		
			Total		
			R2 199,11		

Banking Detail:

Bank: FNB

Account Name: Blakes Travel Agency (Pty) Ltd

Acc Nr: 51260082627

Branch Code: 250341

TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034



Signature

S.A.M

Annexure BB324



MS.
S-AM

Blakes Travel Agency (Pty) Ltd
P.O. Box 207
Randfontein, 1760

Tax Invoice

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	30//Mar/2016	BT 23772

Invoice To
MR J J VENTER



TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15178/07

Customer Order No		Terms		Consultant	
Net 30		BB			
Item	Description	Qty	Rate	Amount	VAT
SOUTH AFRICAN AIRWAYS	1662 134 580-583 PASSENGERS: MR. L. MTI MRS.S. MTI MR. V. MTI MS. T. NTJANA JNB-PLZ-JNB 31/03/16 - 03/04/16	4	2 940,00	11 760,00	S
AIRPORT TAX - EV		4	38,95	155,80	Z
AIRPORT TAX - UM DOM		4	42,11	168,44	S
AIRPORT TAX - YR DOM		4	1 266,67	5 066,68	S
AIRPORT TAX - ZA		4	222,81	891,24	S
AGENTS FEE		1	825,00	825,00	S
VAT Summary					
Rate	VAT	NET	Subtotal		
S@14,0%	2 619,59	18 711,36			
Z@0,0%	0,00	155,80	VAT Total		
TOTALS	2 619,59	18 867,16	Total		
			R18 867,16		
			R2 619,59		
			R21 486,75		

Banking Detail:

Bank: FNB

Account Name: Blakes Travel Agency (Pty) Ltd

Acc Nr: 51260082627

Branch Code: 250341

TEL NR: (011) 693-3761

FAX NR: (011) 693-3765

(011) 693-4034



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S-A-M



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S.A.M

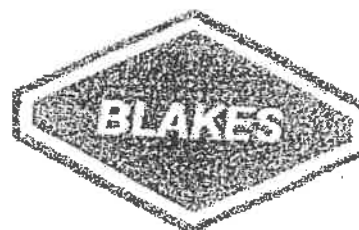
Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207

Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	20//Dec/2013	BT 10995



TRAVEL AGENCY (PTY) LTD

Reg. No. 70/15179/07

Invoice To
MR J J VENTER

Customer Order No		Terms		Consultant	
		Net 30		BB	
Item	Description	Qty	Rate	Amount	VAT
BUDGET CHAUFFEUR	DOC NO: 3103555G01/A1 MTI A MR DATE: 12/12/2013 - 12/12/2013 CHAUFFEUR JOHANNESBURG SANRAL	1	861,00	861,00	Z
ADDITIONAL CHARGES		1	10,53	10,53	S
SERVICE FEE		1	130,00	130,00	S
VAT Summary					
Rate			Subtotal		
VAT			R1 001,53		
NET					
Z@0,0%			861,00		
S@14,0%			19,67		
TOTALS			1 001,53		
			VAT Total		
			R19,67		
			Total		
			R1 021,20		

Banking Detail:

Bank: FNB

Account Name: Blakes Travel Agency (Pty) Ltd

Acc Nr: 51260082627

Branch Code: 250341

TEL NR: (011) 693-3761

FAX NR: (011) 693-3765

(011) 693-4034



AB
S.A.M.

Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	20//Dec/2013	BT 10997

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Invoice To
MR J J VENTER

Customer Order No		Terms		Consultant	
		Net 30		BB	
Item	Description	Qty	Rate	Amount	VAT
BUDGET CHAUFFEUR	DOC NO: 3D25828F01/A1 MTI A MR DATE: 12/12/2013 - 12/12/2013 CHAUFFEUR DURBAN	1	479,00	479,00	Z
SERVICE FEE		1	130,00	130,00	S
VAT Summary					
Rate			Subtotal		
VAT			R609,00		
NET					
Z@0,0%			0,00		
S@14,0%			18,20		
TOTALS			18,20		
			479,00		
			130,00		
			609,00		
			VAT Total		
			R18,20		
			Total		
			R627,20		

Banking Detail:

Bank: FNB

Account Name: Blakes Travel Agency (Pty) Ltd

Acc Nr: 51260082627

Branch Code: 250341

TEL NR: (011) 693-3761

FAX NR: (011) 693-3765

(011) 693-4034



S. A. M.

Tax Invoice

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	18/Nov/2015	BT 22028

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/16179/07

Invoice To
MR J J VENTER

Customer Order No	Terms	Consultant
	Net 30	BB

Item	Description	Qty	Rate	Amount	VAT
AVIS CAR RENTAL	DOC NO: 5970133570 DRIVER MTI MR DA 5/11/2015-13/11/2015 PORT ELIZABETH	1	10 494,02	10 494,02	S
REFUELLING CHARGES	VOUCHER 04464924	1	717,60	717,60	Z
SERVICE FEE		1	150,00	150,00	S
VAT Summary			Subtotal		
Rate	VAT	NET	R11 361,62		
S@14,0%	1 490,16	10 644,02	VAT Total		
Z@0,0%	0,00	717,60	R1 490,16		
TOTALS	1 490,16	11 361,62	Total		
			R12 851,78		

Banking Detail:
Bank: FNB
Account Name: Blakes Travel Agency (Pty) Ltd
Acc Nr: 51260082627
Branch Code: 250341

TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034



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S-A-M

Blakes Travel Agency (Pty) Ltd

P.O. Box 207
Randfontein, 1760

Tax Invoice

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	18/Nov/2015	BT 22028

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD
Reg. No. 70/15179/07

Customer Order No	Terms	Consultant
	Net 30	BB

Item	Description	Qty	Rate	Amount	VAT
AVIS CAR RENTAL	DOC NO: 5970133570 DRIVER MTI MR DA 5/11/2015-13/11/2015 PORT ELIZABETH	1	10 494,02	10 494,02	S
REFUELLING CHARGES	VOUCHER 04464924	1	717,60	717,60	Z
SERVICE FEE		1	150,00	150,00	S

VAT Summary

Rate	VAT	NET	Subtotal	R11 361,62
S@14,0%	1 490,16	10 644,02		
Z@0,0%	0,00	717,60		
TOTALS	1 490,16	11 361,62	VAT Total	R1 490,16
			Total	R12 851,78

Banking Detail:

Bank: FNB
Account Name: Blakes Travel Agency (Pty) Ltd
Acc Nr: 51260082627
Branch Code: 250341TEL NR: (011) 693-3761
FAX NR: (011) 693-3765
(011) 693-4034

86
SA-NA



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2193
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Tel (Tollfree): 0800 222 097
Email: inquiries@sastatecapture.org.za
Web: www.sastatecapture.org.za

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

NOTICE IN TERMS OF RULE 3.3

TO : MR LINDA MTI
EMAIL : lindamti@yahoo.com

IN TERMS OF RULE 3.3 OF THE RULES OF THE JUDICIAL COMMISSION OF INQUIRY INTO ALLEGATIONS OF STATE CAPTURE, CORRUPTION AND FRAUD IN THE PUBLIC SECTOR INCLUDING ORGANS OF STATE (“THE COMMISSION”), YOU ARE HEREBY GIVEN NOTICE THAT:

- 1 The Commission’s Legal Team intends to present the evidence of **MR RICHARD LE ROUX** (“**Mr le Roux**”) at its hearing held at the Old Council Chamber of the Municipality of the City of Johannesburg, 158 Civic Boulevard Braamfontein, Johannesburg. The presentation of Mr le Roux’s evidence will commence on a date to be confirmed at a later stage. The evidence in question implicates or may implicate you in unlawful, illegal or improper conduct in the respects set out below.
- 2 The allegations set out in the evidence of Mr le Roux implicate or may implicate you in, *inter alia*, improper and/or unlawful conduct relative to *Bosasa*.
- 3 The extracts of the statement of Mr le Roux which implicate or may implicate you in the above allegations is annexed hereto marked “A”. Your attention is drawn to **paragraphs 3 to 10, 68 to 79 and 115**.
- 4 **Annexures RLR1, RLR8 and RLR9** to the statement of Mr le Roux which implicate or may implicate you in the above allegations are annexed hereto marked “B”.

- 5 Due to the fact that you are implicated or may be implicated by the evidence of Mr le Roux, you are entitled to attend the hearing at which that evidence is being presented. You are also entitled to be assisted by a legal representative of your choice when that evidence is presented. The transcript will be uploaded daily.
- 6 If you wish to:
 - 6.1 give evidence yourself;
 - 6.2 call any witness to give evidence on your behalf; or
 - 6.3 cross-examine the witnessthen you must apply, within fourteen (14) calendar days of this notice, in writing to the Commission for leave to do so.
- 7 An application referred to in paragraph 6 above must be submitted to the Secretary of the Commission. The application must be submitted with an affidavit from you in which you respond to the witness's statement insofar as it implicates you. The affidavit must identify what parts of the witness's statement are disputed or denied and the grounds on which they are disputed or denied.
- 8 If you wish to apply to cross-examine the witness, your application must follow the requirements of Rule 11.3. In other words, it must be a substantive application on affidavit accompanied by a notice of motion.
- 9 In the event that you believe that you have not been given a reasonable time from the issuance of this notice to the date on which the witness is to give evidence as set out above and you are prejudiced thereby, you may apply to the Commission in writing for such order as will ensure that you are not seriously prejudiced.
- 10 Please take note that even if you do not make an application under Rule 3.4:
 - 10.1 in terms of Rule 3.10, the Chairperson may, at any time, direct you to respond in writing to the allegations against you or to answer (in writing) questions arising from the statement; and

- 10.2 in terms of Regulation 10(6) of the Regulations of the Judicial Commission of Inquiry into Allegations of State Capture, Corruption and Fraud in the Public Sector including Organs of State GN 105 of 9 February 2018 published in Government Gazette 41436, as amended, the Chairperson may direct you to appear before the Commission to give evidence which has a bearing on a matter being investigated.
- 11 The witness's statement and annexures provided to you are confidential. Your attention is drawn to Regulations 11(3) and 12(2)(c) governing the Commission, which make it a criminal offence for anyone to disseminate or publish, without the written permission of the Chairperson, any document (which includes witnesses' statements) submitted to the Commission by any person in connection with the Commission's inquiry.
- 12 Any response or affidavit in regard to this notice must be sent to Advocate André Lamprecht, Ms Shannon van Vuuren and Mr Warren Redcliffe at secretary@commissionsc.org.za.

DATED AT PARKTOWN ON THIS 2nd DAY OF JULY 2020



MS K B SHABALALA
Acting Secretary
Judicial Commission of Inquiry into Allegations
of State Capture, Corruption and Fraud
in the Public Sector including Organs of State

AFFIDAVIT

I, the undersigned,

RICHARD LE ROUX

do hereby state:

1. The facts deposed to herein are true and correct and, save where the context indicates otherwise, within my personal knowledge.
2. This affidavit is submitted for purposes of providing evidence to the Judicial Commission of Inquiry into allegations of State Capture, Corruption and Fraud in the Public Sector including Organs of State ("**the Commission**").

Background

3. As a background to this affidavit I wish to state that I previously submitted an affidavit to the Commission and testified before the Commission on 31 January 2019.
4. I testified that whilst employed by Sondolo IT (which later changed its name to Global Technology Systems and is a subsidiary of Bosasa):
 - 4.1. Part of my duties was the implementation of what was called "Special Projects" and I was the head of the Special Projects team;
 - 4.2. These projects included the purchase and installation of Closed Circuit Television systems ("**CCTV systems**") and other security equipment for high profile associates of Gavin Watson as well as the Bosasa Directorate;
 - 4.3. Accounts would be opened at security stores as cash accounts in Mr Angelo Agrizzi's name and I would receive the cash from Jacque Van Zyl and Angelo Agrizzi to pay for the equipment. This was as Bosasa did not want to reflect the purchases on their accounting records.

mlc 1

5. I subsequently went with Commission investigators and pointed out some of the premises where I performed these installations. I thereafter testified about this before the Commission on 02 April 2019.

Regal Security Invoices

6. I have been provided with a 'Statement of Account' and invoices from Regal Security which were made out in the name of "Mr A Agrizzi" and paid for in cash. I have reviewed these invoices to try and identify where the work was performed in respect of these invoices.
7. I have done this by using the name of the project on the invoice, where this appears on the invoice. I previously testified that in certain instances either Mr Gavin Watson or I gave the secret projects different names or called it by the individuals name or surname.
8. In other instances, I have identified where the work was done from the date of the purchase or from where the purchase was made.
9. The Statement of Account and list of debtor's transactions listing all the invoices from Regal Security is attached hereto as **Annexure RLR1**.
10. From the process followed above I have been able to match the invoices to certain sites as will be described below.

Nomvula Mokonyane

11. I am unable to match any invoices to the work done at Nomvula Mokonyane's residence in Blouberg Street, Krugersdorp, as the work was performed in 2013 and the invoices from Regal Security are from 2014 onwards.
12. It appears that the Agrizzi cash account was opened with Regal Security in 2014. Prior to this we may have purchased items for Special Projects from Regal Security under a different name.
13. The work that was undertaken by the Special Projects team at Nomvula Mokonyane's residence was:

- 65.1. We performed maintenance in respect of the CCTV and the electric fence at this house; and
- 65.2. There was an additional Network Switch that was replaced as the old one was hit by lightning.
66. Our garden service team from Bosasa also attended to a garden clean-up at the beginning of this project in order for us to install the electric fence.
67. With regards to the maintenance at this premises I attach hereto a copy of a WhatsApp message sent to me on 17 July 2017 by Mr Thabang Makhwetla, which states: *"Richard hi. I thought I should report that the camera system went off again by Friday. On the screen it says please check the TX Input signal. Thanks Thabang"* A copy of this WhatsApp message is attached hereto as **Annexure RLR 7.**

Linda Mti

68. I am able to identify the following invoices which are for work done at Mr Linda Mti's residences at his Greenbushes Plot and in Colchester in the Eastern Cape:

Date	Reference	Debit
12/06/2015	Inv 0003507253 plot	16 958,75
12/06/2015	Inv 0003507273 HOUSE	13 589,94
15/06/2015	Inv 0003507282 plot	37 328,05
18/06/2015	Inv 0003507328 ELECTRIC FENCE	191,06
23/06/2015	Inv 0003507395 PLOT	2 238,39
Total		70 306,19

69. Copies of these specific invoices are attached hereto as **Annexure RLR 8.**
70. I am able to identify the invoices from the description on the documents which refer to "plot", which is the reference for Mr Mti's premises and from the date and description of items purchased.
71. Other items such as lights and the electrical wiring for the lights were purchased for both properties Colchester and Greenbushes from local stores in the Eastern Cape using my credit card.

MLC
[Signature]

72. In this regard, I recall that I flew down to Port Elizabeth and was met at the airport by someone who was to show us the premises where the work was to be performed. I cannot recall the name of this person but he was employed by Bosasa. We drove with him to Mr Mti's two premises in Colchester and Greenbushes in a Bosasa vehicle. I then returned back to Port Elizabeth and then flew back to Johannesburg.

73. I later returned to Port Elizabeth from Gauteng together with another 3 Technicians driving in one vehicle provided by Bosasa to perform the installation. The installation at both premises took us a minimum of 28 days to complete, where-after we drove back to Bosasa Head Office in Gauteng.

74. I have estimated the cost of the installation, vehicle travel and accommodation (excluding the cost of the equipment), is as follows:

74.1. The labour cost for the 28 days would be R161 280.00; calculated as follows:

74.1.1. Technician rate per hour @ R180.00;

74.1.2. Cost per day per Technician: $R180.00 \text{ p/hour} \times 8 \text{ hours} = R1\,440.00$;

74.1.3. Cost per day for 4 Technicians: $R1\,440.00 \times 4 = R5\,760.00$;

74.1.4. Total cost $R5\,760.00 \times 28 \text{ days} = R161\,280.00$.

74.2. We stayed in hired accommodation in Port Elizabeth and the cost of the accommodation over the 28 days would be approximately R168 000.00, calculated as follows:

74.2.1. R1 500.00 a day per person, which includes the cost of breakfast, lunch, and dinner. Multiplied by four (technicians) = R6 000.00 per day.

74.2.2. The cost per day (R6 000.00) multiplied by 28 days is R168 000.00.

MLC

74.3. Vehicle travel costs would be approximately R18 394.00 using a Bosasa vehicle:

74.3.1. Travel from Port Elizabeth airport to Greenbushes and the Colchester house and then back to the airport when I performed the survey, which is approximately 100 Km, @ R3.00 per Km = R300.00 (100 Km x 1 trip x R3.00);

74.3.2. Travel from Bosasa Head office in Gauteng to Port Elizabeth at the start of the installation and back to Gauteng when completed, which is approximately 2122 Km, @ R3.00 per Km = R6 366.00;

74.3.3. Daily driving between our accommodation in Port Elizabeth and the Greenbushes and the Colchester house, which would be approximately 142km a day for 28 days at R3.00 per km, which equates to R11 928.00 (142 Km x 28 trips x R3.00);

74.3.4. The total thus being R100.00 + R6 366.00 + R11 928.00 = R18 394.00.

75. The total approximate cost of the equipment, vehicle, travel and labour is thus **R417 980,19.**

76. This is calculated at R70 306,19 (Equipment at Regal Security) + R168 000.00 (accommodation) + R18 394.00 (vehicle travel) + R161 280.00 (Labour) = R417 980,19.

77. The above excludes the miscellaneous costs I purchased on my credit card in the Eastern Cape.

78. I recall that we as the Special Projects Team also went there on a few occasions to perform maintenance on these two sites.

79. With regards to the maintenance at this premises I attach hereto a copy of WhatsApp messages between me and Mr Mti in January 2017. A copy of these WhatsApp messages are attached hereto as **Annexure RLR 9**, which states:

MLC

Mti: When in PE next please chech Colchester alarm continue to make noise wh1 en switching off and Greenbushes switcher got lost and we can't activate. Can bring spare one

Le Roux: Hi Sir Angelo is off sick at the moment and will only be back in March please can you speak to Gavin with regards to the faults. Thanks

Mti: Will do when are you going to be in Pe next ? Will talk to Gavin was with him yesterday I would have told him. Flying back to Pe now. Please when down come over will advise Gavin"

Vincent Smith

80. I testified that the project for the work performed at Vincent Smith's premises was called Project Jones. From the description on the Statement of Account and invoices I can identify the following were for work performed at his premises:

Date	Reference	Branch	Debit
02/09/2014	Inv 0002409188 E/FENCE	WILR	12 146,47
10/09/2014	Inv 0002409732 stock	WILR	682,06
10/09/2014	Inv 0002409840	WILR	22,00
09/10/2014	Inv 0002411929 richard	WILR	1 013,46
09/10/2014	Inv 0002411930 richard	WILR	28 120,38
09/10/2014	Inv 0002411962 richard	WILR	5 103,78
09/10/2014	Inv 0002411964 richard	WILR	2 541,06
Total			49 629,21

81. Copies of these specific invoices are attached hereto as **Annexure RLR 10**.
82. In addition to the above, certain electric fence items were purchased from a company called Complete security Systems in Muldersdrift.
83. I personally attended to the installation together with another 4 Technicians, which took us a minimum of 20 days to complete.
84. I have estimated the cost of the installation and vehicle travel (excluding the cost of the equipment), is as follows:

- 84.1. The labour cost for the 20 days would be R144 000.00; calculated as follows:

MC  17

after the installation in September 2016 in relation to maintenance work performed, I attach hereto a copy of WhatsApp messages between us on 03 April 2017. It appears that I sent Mr Nair a message after he tried to contact me and I stated "Can I call you later? Just busy in a meeting." The response from Mr Nair was "Ok thank you". A copy of this message is attached hereto as **Annexure RLR 16.**

Bosasa Directors / Employees

112. I have been able to identify the following payments made to Regal Security for work done at the residences of certain Bosasa directors and employees:

Name of Director / Employee	Total Amount (R)
Jason Stoltz (Managing Executive Sondolo IT)	95 291,36
Elize Eland (Manager/HOD Bosasa IT)	40 557,90
Jaques Van Zyl (Accountant)	39 748,20
Joe Gumede (Director)	39 431,46
Peter Rieger (Buyer)	2 700,00

113. I have also identified invoices to the value of R38 394,74 which were purchases made for Mr Renier Van Biljon, an electrical contractor that I used to assist with work at certain sites. There was nothing untoward about these purchases as he paid for the items himself and I merely helped him out by letting him purchase the equipment for his hanger on this account. I also later helped him install this equipment.

Unidentified transactions

114. I am unable to link the following to work performed at a specific premises:

- 114.1. 53 invoices to the value of R227 306,57.
- 114.2. 18 credit notes to the value of R59 855,51; and
- 114.3. 11 Adjustment notes to the value of R3 421,39.

General

115. In performing the above exercise to arrive at an estimated cost per installation, it must be noted that:

MLC  23

115.3. Although certain invoices in the “unidentified transactions” category above may have been for work done at the identified properties referred to in this affidavit, I have been cautious to only allocate the invoices to a property where this is clear to me from the dates and descriptions on the invoices.

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

[Signature]

I certify that the deponent has acknowledged that he knows and understands the content of this statement. This statement was sworn to before me and the deponent's signature placed thereon in my presence at on this the 30 day of June 2020.

DECLARATION OF THE COMMISSIONER OF THE
I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE AND CORRECT COPY OF THE
DOCUMENT WHICH WAS RECEIVED BY ME ON [] AT []
I FURTHER CERTIFY THAT, FROM MY OBSERVATION OF THE DOCUMENT, I
CHANGE WAS NOT MADE TO THE ORIGINAL DOCUMENT.

[Signature]

HANDWRITTEN SIGNATURE

MAGNUMMER

FORCE NUMBER

NAAM IN DRUKSKRIF

NAME IN PRINT

2020-06-30

MLC

ANNEXURE RLR 1



mlc
[Signature]

REGAL DISTRIBUTORS SA (PTY) LTD

26 Greenstone Place, Greenstone Hill, Edenvale

PO Box 1991, Kelvin 2054

Tel: 011 553 3300 | Fax: 011 553 3380

VAT Reg No: 4720177288 | Reg No: 1998/018566/07

**Statement**

RICHARD LE ROUX
HOUS 22
SUMMERFIELD
KRUGERSDORP

1739

Date:	12/09/2019
Account No:	MRAA001
Amount Due:	
Page:	1

DATE	REFERENCE	BRANCH	DEBIT	CREDIT	OUTSTANDING
21/05/2014	Inv 0002401709 agrizzi	WILR	77807.51	77807.51	0.00
22/05/2014	Inv 0002401822 Johan	WILR	5676.06	5676.06	0.00
23/05/2014	Cre 0000258441 ANGELO	DURB	1094.17	1094.17	0.00
23/05/2014	Cre 0000333905 ANGELO	PINE	4657.01	4657.01	0.00
23/05/2014	Inv 0002401888 dvr special	WILR	2277.72	2277.72	0.00
23/05/2014	Inv 0002573619 ANGELO	DURB	18709.25	18709.25	0.00
23/05/2014	Inv 0002573629 ANGELO	DURB	1094.17	1094.17	0.00
23/05/2014	Inv 0002573632 Angelo	DURB	442.66	442.66	0.00
23/05/2014	Inv 0003350606 ANGELO	PINE	9301.26	9301.26	0.00
23/05/2014	Inv 0003350611 Angelo	PINE	476.18	476.18	0.00
26/05/2014	Inv 0002402030 johan	WILR	5868.72	5868.72	0.00
10/07/2014	Inv 0002405185 extender	WILR	1924.32	1924.32	0.00
10/07/2014	Inv 0002405226 JOHAN	WILR	1013.46	1013.46	0.00
14/07/2014	Cre 0000236761 JOHAN	WILR	1013.46	1013.46	0.00
14/07/2014	Cre 0000236762 extender	WILR	1013.46	1013.46	0.00
23/07/2014	Inv 0001136444 VGA CABLE	WHOU	376.20	376.20	0.00
24/07/2014	Inv 0002406216 francious / ch	WILR	10713.72	10713.72	0.00
24/07/2014	Inv 0002406217 church	WILR	864.12	864.12	0.00
25/07/2014	Inv 0001136504 VGA CABLE	WHOU	752.40	752.40	0.00
25/07/2014	Inv 0002406253 Francious / ch	WILR	192.66	192.66	0.00
31/07/2014	Cre 0000236864 church	WILR	272.46	272.46	0.00
19/08/2014	Cre 0000236963 Francious / ch	WILR	192.66	192.66	0.00

Continued...

WLC A

REGAL DISTRIBUTORS SA (PTY) LTD

26 Greenstone Place, Greenstone Hill, Edenvale

PO Box 1991, Kelvin 2054

Tel: 011 553 3300 | Fax: 011 553 3380

VAT Reg No: 4720177288 | Reg No: 1998/018566/07

**Statement****RICHARD LE ROUX**

HOUS 22

SUMMERFIELD

KRUGERSDORP

1739

Date:	12/09/2019
Account No:	MRAA001
Amount Due:	
Page:	2

DATE	REFERENCE	BRANCH	DEBIT	CREDIT	OUTSTANDING
02/09/2014	Inv 0002409188 E/FENCE	WILR	12146.47	12146.47	0.00
10/09/2014	Inv 0002409732 stock	WILR	682.06	682.06	0.00
09/10/2014	Inv 0002409840 ...	WILR	22.00	22.00	0.00
09/10/2014	Inv 0002411929 richard	WILR	1013.46	1013.46	0.00
09/10/2014	Inv 0002411930 richard	WILR	28120.38	28120.38	0.00
09/10/2014	Inv 0002411962 richard	WILR	5103.78	5103.78	0.00
09/10/2014	Inv 0002411984 richard	WILR	2541.06	2541.06	0.00
22/10/2014	Adj 0000236963 CrdNoteWriteOf	WILR	192.66	192.66	0.00
22/10/2014	Adj 0000905976 PymntWriteOff	WILR	444.60	444.60	0.00
31/10/2014	Inv 0002413506 dvl cable	WILR	210.90	210.90	0.00
03/11/2014	Inv 0002413685 gate beam	WILR	147.06	147.06	0.00
04/11/2014	Inv 0002413785 Cameras	WILR	4591.92	4591.92	0.00
14/11/2014	Cre 0000237432 richard	WILR	900.60	900.60	0.00
21/11/2014	Inv 0002415353 xtrac	WILR	1698.60	1698.60	0.00
26/11/2014	Inv 0002417650 farmhouse 1	WILR	23666.40	23666.40	0.00
26/11/2014	Inv 0002417651 farmhouse 2	WILR	20849.46	20849.46	0.00
26/11/2014	Inv 0002417657 farmhouse	WILR	3618.36	3618.36	0.00
27/11/2014	Inv 0002417691 farmhouse	WILR	4229.40	4229.40	0.00
27/11/2014	Cre 0000239493 farmhouse 2	WILR	401.28	401.28	0.00
27/11/2014	Cre 0000239494 farmhouse 1	WILR	1626.78	1626.78	0.00
27/11/2014	Inv 0002417736 farmhouse	WILR	711.36	711.36	0.00
27/11/2014	Inv 0002417756 farmhouse	WILR	3479.28	3479.28	0.00

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Statement

RICHARD LE ROUX
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Date:	12/09/2019
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DATE	REFERENCE	BRANCH	DEBIT	CREDIT	OUTSTANDING
05/12/2014	Cre 0000239575 Cameras	WILR	4591.92	4591.92	0.00
05/12/2014	Inv 0002418806 richard	WILR	417.24	417.24	0.00
11/01/2015	Cre 0000239829 farmhouse 1	WILR	12312.00	12312.00	0.00
21/01/2015	Inv 0002422103 farmhouse	WILR	11542.50	11542.50	0.00
21/01/2015	Inv 0002422104 alarm	WILR	30259.51	30259.51	0.00
21/01/2015	Inv 0002422118 cctv	WILR	16815.46	16815.46	0.00
22/01/2015	Inv 0002117944 Alarm 22-01-20	FWAY	2999.57	2999.57	0.00
22/01/2015	Inv 0002348605 Alarm	LIND	3768.84	3768.84	0.00
22/01/2015	Inv 0002422210 alarm	WILR	1504.80	1504.80	0.00
22/01/2015	Inv 0002422216 alarm	WILR	12437.40	12437.40	0.00
23/01/2015	Inv 0002422355 ..	WILR	426.09	426.09	0.00
28/01/2015	Inv 0002422841 richard	WILR	2731.44	2731.44	0.00
29/01/2015	Cre 0000239892 richard	WILR	2731.44	2731.44	0.00
30/01/2015	Cre 0000239902 Alarm	WILR	3768.84	3768.84	0.00
04/02/2015	Inv 0002423520 xtrac	WILR	3000.00	3000.00	0.00
09/02/2015	Inv 0002424030 bat	WILR	125.29	125.29	0.00
09/02/2015	Inv 0002424031 correct fence	WILR	9309.82	9309.82	0.00
09/02/2015	Inv 0002424032 correct interc	WILR	2667.14	2667.14	0.00
09/02/2015	Inv 0002424033 project coorec	WILR	40463.84	40463.84	0.00
09/02/2015	Inv 0002424034 connect alarm	WILR	23627.92	23627.92	0.00
10/02/2015	Inv 0002424143 Intercom	WILR	2401.98	2401.98	0.00
13/02/2015	Inv 0002352128 plkm	LIND	542.64	542.64	0.00

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DATE	REFERENCE	BRANCH	DEBIT	CREDIT	OUTSTANDING
13/02/2015	Inv 0002424473 ANGELA	WILR	306.66	306.66	0.00
17/02/2015	Cre 0000230052 Intercom	WILR	209.76	209.76	0.00
22/02/2015	Inv 0002425538 bobbin	WILR	78.66	78.66	0.00
03/03/2015	Inv 0002426189 richard	WILR	2307.36	2307.36	0.00
05/03/2015	Cre 0000230187 correct intercom	WILR	2377.58	2377.58	0.00
10/03/2015	Inv 0002426755 Ritchard	WILR	2307.82	2307.82	0.00
11/03/2015	Inv 0002426851 Richard	WILR	308.94	308.94	0.00
16/04/2015	Inv 0002429983 stock	WILR	947.34	947.34	0.00
21/04/2015	Adj 0000230052 CRN W/OFF	WILR	209.76	209.76	0.00
21/05/2015	Adj 0000230187 CRN W/OFF	WILR	112.17	112.17	0.00
04/06/2015	Inv 0002434151 d5 kit	WILR	3074.58	3074.58	0.00
12/06/2015	Inv 0003507253 plot		16958.75	16958.75	0.00
12/06/2015	Inv 0003507273 HOUSE		13589.94	13589.94	0.00
15/06/2015	Inv 0003507282 plot		37328.05	37328.05	0.00
18/06/2015	Inv 0003507328 ELECTRIC FENCE		191.06	191.06	0.00
23/06/2015	Inv 0003507395 PLOT		2238.39	2238.39	0.00
27/07/2015	Inv 0002438477 cctv	WILR	27833.10	27833.10	0.00
01/08/2015	Inv 0002439077 richard	WILR	12796.50	12796.50	0.00
05/08/2015	Cre 0000231234 cctv	WILR	7974.30	7974.30	0.00
06/08/2015	Inv 0002439362 richard	WILR	3029.89	3029.89	0.00
14/08/2015	Inv 0002439878 richard	WILR	6838.86	6838.86	0.00
17/08/2015	Cre 0000231306 richard	WILR	12796.50	12796.50	0.00

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DATE	REFERENCE	BRANCH	DEBIT	CREDIT	OUTSTANDING
17/08/2015	Inv 0002440190 richard	WILR	9690.00	9690.00	0.00
24/08/2015	Inv 0002440733 richard	WILR	1708.86	1708.86	0.00
28/08/2015	Cre 0000231353 richard	WILR	1708.86	1708.86	0.00
08/09/2015	Inv 0002440828 richard	WILR	3415.44	3415.44	0.00
13/10/2015	Cre 0000231592 richard	WILR	3415.44	3415.44	0.00
04/12/2015	Inv 0002449294 richard	WILR	1007.76	1007.76	0.00
21/12/2015	Adj 0000231592 CRN W/OFF	WILR	875.41	875.41	0.00
22/01/2016	Inv 0002453237 bramley	WILR	1162.80	1162.80	0.00
16/02/2016	Inv 0002455523 project j	WILR	47793.79	47793.79	0.00
16/02/2016	Inv 0002455531 project j	WILR	570.00	570.00	0.00
16/02/2016	Inv 0002455532 project j	WILR	172.48	172.48	0.00
17/02/2016	Inv 0002455589 project j	WILR	19617.12	19617.12	0.00
19/02/2016	Cre 0000232383 project j	WILR	1819.44	1819.44	0.00
19/02/2016	Inv 0002455875 project j	WILR	1218.66	1218.66	0.00
22/02/2016	Cre 0000232392 project j	WILR	713.53	713.53	0.00
22/02/2016	Inv 0002456074 project j	WILR	1852.50	1852.50	0.00
22/02/2016	Inv 0002456079 project j	WILR	3420.00	3420.00	0.00
23/02/2016	Cre 0000232396 project j	WILR	205.20	205.20	0.00
26/02/2016	Cre 0000232419 project j	WILR	3762.00	3762.00	0.00
25/02/2016	Inv 0002456414 project j	WILR	4884.14	4884.14	0.00
16/03/2016	Inv 0002458207 joe g	WILR	28579.23	28579.23	0.00
16/03/2016	Inv 0002458228 joe g	WILR	13717.62	13717.62	0.00

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DATE	REFERENCE	BRANCH	DEBIT	CREDIT	OUTSTANDING
16/03/2016	Adj 0002458230 REVERSE	WILR	568.80	568.80	0.00
17/03/2016	Inv 0002458362 Joe g	WILR	4189.50	4189.50	0.00
18/03/2016	Inv 0002458406 ..	WILR	19.95	19.95	0.00
18/03/2016	Inv 0002458449 project j	WILR	9262.50	9262.50	0.00
05/04/2016	Inv 0002406792 johan	LIND	1113.78	1113.78	0.00
06/04/2016	Cre 0000232648 Joe g	WILR	2622.00	2622.00	0.00
06/04/2016	Inv 0002459702 richard	WILR	256.50	256.50	0.00
08/04/2016	Cre 0000232677 Joe g	WILR	243.39	243.39	0.00
25/04/2016	Inv 0002461294 peter / sondol	WILR	2700.00	2700.00	0.00
26/04/2016	Inv 0002461408 project sd	WILR	40574.80	40574.80	0.00
26/04/2016	Inv 0002461410 project sd	WILR	3351.60	3351.60	0.00
26/04/2016	Adj 0002461410 PMT NOT RECEIV	WILR	200.00	200.00	0.00
04/05/2016	Inv 0002461954 hanger / renle	WILR	19014.74	19014.74	0.00
10/05/2016	Inv 0002462345 project sd	WILR	4760.64	4760.64	0.00
10/05/2016	Inv 0002462355 hanger / renle	WILR	19380.00	19380.00	0.00
01/06/2016	Inv 0002464068 ops	WILR	4332.00	4332.00	0.00
24/06/2016	Adj 0001322540 PMT W/OFF	WILR	1495.11	1495.11	0.00
21/07/2016	Inv 0002468352 richard	WILR	8436.00	8436.00	0.00
16/08/2016	Inv 0002469746 repair	WILR	68.40	68.40	0.00
25/08/2016	Inv 0002470503 jacques / sond	WILR	1388.91	1388.91	0.00
01/09/2016	Adj 0001322540 REV PMT W/OFF	WILR	-1495.11	-1495.11	0.00
12/09/2016	Inv 0002471790 TSHEPO	WILR	1085.28	1085.28	0.00

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DATE	REFERENCE	BRANCH	DEBIT	CREDIT	OUTSTANDING
20/09/2016	Inv 0002472475 richard	WILR	60635.92	60635.92	0.00
21/09/2016	Inv 0002472614 richard	WILR	5749.02	5749.02	0.00
21/09/2016	Inv 0002472688 van zyl	WILR	33745.71	33745.71	0.00
21/09/2016	Inv 0002472892 van zyl	WILR	2681.28	2681.28	0.00
28/09/2016	Inv 0002473107 van zyl	WILR	1932.30	1932.30	0.00
05/10/2016	Inv 0002473563 05/10/2016	WILR	630.76	630.76	0.00
05/10/2016	Inv 0002473565 05/10/2016	WILR	56.54	56.54	0.00
06/10/2016	Inv 0002473661 richard	WILR	3521.84	3521.84	0.00
07/10/2016	Cre 0000233586 05/10/2016	WILR	538.08	538.08	0.00
07/10/2016	Cre 0000233587 richard	WILR	2622.00	2622.00	0.00
07/10/2016	Cre 0000233593 richard	WILR	3521.84	3521.84	0.00
07/10/2016	Adj 0002376976 REV DUPLICATIO	WILR	350.00	350.00	0.00
07/10/2016	Inv 0002473731 richard	WILR	832.20	832.20	0.00
07/10/2016	Inv 0002473804 ELS	WILR	34116.38	34116.38	0.00
10/10/2016	Inv 0002473892 switch	WILR	1706.58	1706.58	0.00
10/10/2016	Inv 0002473834 richard	WILR	2551.32	2551.32	0.00
11/10/2016	Inv 0002474010 ELS	WILR	1283.64	1283.64	0.00
11/10/2016	Inv 0002474081 ELS	WILR	2183.62	2183.62	0.00
12/10/2016	Inv 0002474121 monitor	WILR	5000.00	5000.00	0.00
17/10/2016	Cre 0000233647 richard	WILR	370.50	370.50	0.00
17/10/2016	Inv 0002474545 richard	WILR	370.50	370.50	0.00
21/11/2016	Cre 0000233897 ELS	WILR	1283.64	1283.64	0.00

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Statement**RICHARD LE ROUX**

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Date:	12/09/2019
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Amount Due:	R0.00
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DATE	REFERENCE	BRANCH	DEBIT	CREDIT	OUTSTANDING
30/11/2016	Inv 0002478965 commax	WILR	3653.42	3653.42	0.00
31/12/2016	Adj 0000233587 CRN W/OFF	WILR	467.99	467.99	0.00
15/2017	Inv 0002493739 monitor	WILR	3363.00	3363.00	0.00
19/09/2017	Inv 0002505638 fence collect	WILR	7881.28	7881.28	0.00
20/09/2017	Cre 0000235830 fence collect	WILR	111.15	111.15	0.00
20/09/2017	Inv 0002505806 Fence Collecti	WILR	33.74	33.74	0.00
22/09/2017	Inv 0002505996 richard	WILR	1328.33	1328.33	0.00

REMITTANCE ADVICE

RICHARD LE ROUX

HOUS 22

SUMMERFIELD

KRUGERSDORP

PLEASE ATTACH THIS PORTION TO YOUR REMITTANCE

AMOUNT NOW DUE
R0.00

Date: 12/09/2019
Account No: MRAA001

REMIT TO:
Regal Distributors (SA) Pty Ltd
P.O. Box 1991
Kelvin 2054

1739

May	June	July	August	Current	Cash On Account	Amount Due
120 Days + 0.00	90 Days 0.00	60 Days 0.00	30 Days 0.00	Current 0.00	0.00	R0.00

Bank Details: Regal Distributors SA (Pty) Ltd, Standard Bank Account No. 001867083, Branch 00-43-05 Rosebank

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[Signature]

Regal Distributors TRADING

Debtors Transactions (SLSLB832)

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Enter Account From : MRAA001
 Enter Account To : MRAA001
 Enter Date From : 19/05/2014
 Enter Date To : 18/02/2019
 Enter Document Type :

Doc No	Doc	Cust Ref	Doc Date	Due Date	Original Amount	Discount	Amount Paid	Outstanding
Account code: MRAA001 - RICHARD LE ROUX								
2401709	I	agrizzi	21/05/2014	21/05/2014	77,807.51	0.00	77,807.51	0.00
448956	P	Cash	21/05/2014	21/05/2014	-77,807.51	0.00	-77,807.51	0.00
2401822	I	Johan	22/05/2014	22/05/2014	5,676.06	0.00	5,676.06	0.00
258441	C	ANGELO	23/05/2014	23/05/2014	-1,094.17	0.00	-1,094.17	0.00
333805	C	ANGELO	23/05/2014	23/05/2014	-4,657.01	0.00	-4,657.01	0.00
2401888	I	dvr special	23/05/2014	23/05/2014	2,277.72	0.00	2,277.72	0.00
2573619	I	ANGELO	23/05/2014	23/05/2014	18,709.25	0.00	18,709.25	0.00
2573629	I	ANGELO	23/05/2014	23/05/2014	1,094.17	0.00	1,094.17	0.00
2573632	I	Angelo	23/05/2014	23/05/2014	442.66	0.00	442.66	0.00
3350606	I	ANGELO	23/05/2014	23/05/2014	9,301.26	0.00	9,301.26	0.00
3350611	I	Angelo	23/05/2014	23/05/2014	476.18	0.00	476.18	0.00
448943	P	Credit Card	23/05/2014	23/05/2014	-18,709.25	0.00	-18,709.25	0.00
450005	P	Credit Card	23/05/2014	23/05/2014	-442.66	0.00	-442.66	0.00
450062	P	Credit Card	23/05/2014	23/05/2014	-5,120.43	0.00	-5,120.43	0.00
2402030	I	Johan	26/05/2014	26/05/2014	5,868.72	0.00	5,868.72	0.00
450581	P	Credit Card	26/05/2014	26/05/2014	-2,277.72	0.00	-2,277.72	0.00
453441	P	Cash	03/06/2014	03/06/2014	-11,550.00	-5.22	-11,544.78	0.00
2405183	I	extender	10/07/2014	10/07/2014	1,924.32	0.00	1,924.32	0.00
2405226	I	JOHAN	10/07/2014	10/07/2014	1,013.46	0.00	1,013.46	0.00
465143	P	Credit Card	10/07/2014	10/07/2014	-1,924.32	0.00	-1,924.32	0.00
236761	C	JOHAN	14/07/2014	14/07/2014	-1,013.46	0.00	-1,013.46	0.00
236762	C	extender	14/07/2014	14/07/2014	-1,013.46	0.00	-1,013.46	0.00
1136444	I	VGA CABLE	23/07/2014	23/07/2014	376.20	0.00	376.20	0.00
2406236	I	francois / church	24/07/2014	24/07/2014	10,713.72	0.00	10,713.72	0.00
2406227	I	church	24/07/2014	24/07/2014	864.12	0.00	864.12	0.00
1236504	I	VGA CABLE	25/07/2014	25/07/2014	752.40	0.00	752.40	0.00
2406253	I	Francious / church	25/07/2014	25/07/2014	192.66	0.00	192.66	0.00
236864	C	church	31/07/2014	31/07/2014	-272.46	0.00	-272.46	0.00
915976	P	Credit transfers	12/08/2014	12/08/2014	-12,057.78	0.00	-12,057.78	0.00
236863	C	Francious / church	19/08/2014	19/08/2014	-192.66	0.00	-192.66	0.00
2409188	I	E/FENCE	02/09/2014	02/09/2014	12,146.47	0.00	12,146.47	0.00
482451	P	Cash	02/09/2014	02/09/2014	-12,146.47	0.00	-12,146.47	0.00
2409732	I	stock	10/09/2014	10/09/2014	682.06	0.00	682.06	0.00
485202	P	Credit Card	10/09/2014	10/09/2014	-682.06	0.00	-682.06	0.00
2409848	I	...	11/09/2014	11/09/2014	22.00	0.00	22.00	0.00
485638	P	Cash	11/09/2014	11/09/2014	-22.00	0.00	-22.00	0.00
2411929	I	richard	09/10/2014	09/10/2014	1,013.46	0.00	1,013.46	0.00
2411930	I	richard	09/10/2014	09/10/2014	28,120.38	0.00	28,120.38	0.00
2411962	I	richard	09/10/2014	09/10/2014	5,183.78	0.00	5,183.78	0.00
2411964	I	richard	09/10/2014	09/10/2014	2,541.06	0.00	2,541.06	0.00
494948	P	Cash	09/10/2014	09/10/2014	-36,778.68	-0.02	-36,778.68	0.00
236963	A	Creditwritedoff	22/10/2014	22/10/2014	192.66	0.00	192.66	0.00
905976	A	Pymentwritedoff	22/10/2014	22/10/2014	444.60	0.00	444.60	0.00
2413506	I	dvi cable	31/10/2014	31/10/2014	210.90	0.00	210.90	0.00
2413685	I	gate beam	03/11/2014	03/11/2014	147.06	0.00	147.06	0.00
503047	P	Credit Card	03/11/2014	03/11/2014	-147.06	0.00	-147.06	0.00
2413785	I	Cameras	04/11/2014	04/11/2014	4,591.92	0.00	4,591.92	0.00
973825	P	Credit transfers	07/11/2014	07/11/2014	-1,698.60	0.00	-1,698.60	0.00
237432	C	richard	14/11/2014	14/11/2014	-900.60	0.00	-900.60	0.00
2415353	I	xtrac	21/11/2014	21/11/2014	1,698.60	0.00	1,698.60	0.00
2417656	I	farmhouse 1	26/11/2014	26/11/2014	23,666.40	0.00	23,666.40	0.00
2417651	I	farmhouse 2	26/11/2014	26/11/2014	20,849.46	0.00	20,849.46	0.00
2417657	I	farmhouse	26/11/2014	26/11/2014	3,618.36	0.00	3,618.36	0.00
2417691	I	farmhouse	26/11/2014	26/11/2014	4,229.40	0.00	4,229.40	0.00
510881	P	Cash	26/11/2014	26/11/2014	-53,025.96	0.00	-53,025.96	0.00
985810	P	TRF RM SOND001	26/11/2014	26/11/2014	-628.14	0.00	-628.14	0.00
239493	C	farmhouse 2	27/11/2014	27/11/2014	-401.28	0.00	-401.28	0.00
239494	C	farmhouse 1	27/11/2014	27/11/2014	-1,626.78	0.00	-1,626.78	0.00

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Debtors Transactions (SL SLB832)

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Doc No	Doc	Cust Ref	Doc Date	Due Date	Original Amount	Discount	Amount Paid	Outstanding
2417736	I	farmhouse	27/11/2014	27/11/2014	711.36	0.00	711.36	0.00
2417756	I	farmhouse	27/11/2014	27/11/2014	3,479.28	0.00	3,479.28	0.00
239575	C	Cameras	05/12/2014	05/12/2014	-4,591.92	0.00	-4,591.92	0.00
2418606	I	richard	05/12/2014	05/12/2014	417.24	0.00	417.24	0.00
530030	P	Cash	19/01/2015	19/01/2015	-47,380.03	0.00	-47,380.03	0.00
239829	C	farmhouse 1	21/01/2015	21/01/2015	-12,312.00	0.00	-12,312.00	0.00
2422103	I	farmhouse	21/01/2015	21/01/2015	11,542.50	0.00	11,542.50	0.00
2422104	I	alarm	21/01/2015	21/01/2015	30,259.51	0.00	30,259.51	0.00
2422118	I	cctv	21/01/2015	21/01/2015	16,815.46	0.00	16,815.46	0.00
530749	P	Cash	21/01/2015	21/01/2015	-16,815.46	0.00	-16,815.46	0.00
2117944	I	Alarm 22-01-2015	22/01/2015	22/01/2015	2,999.57	0.00	2,999.57	0.00
2348603	I	Alarm	22/01/2015	22/01/2015	3,768.84	0.00	3,768.84	0.00
2422210	I	alarm	22/01/2015	22/01/2015	1,504.80	0.00	1,504.80	0.00
2422216	I	alarm	22/01/2015	22/01/2015	12,437.40	0.00	12,437.40	0.00
2422355	I	..	23/01/2015	23/01/2015	426.09	0.00	426.09	0.00
531780	P	Cash	23/01/2015	23/01/2015	-426.09	0.00	-426.09	0.00
2422841	I	richard	28/01/2015	28/01/2015	2,731.44	0.00	2,731.44	0.00
239892	C	richard	29/01/2015	29/01/2015	-2,731.44	0.00	-2,731.44	0.00
239902	C	Alarm	30/01/2015	30/01/2015	-3,768.84	0.00	-3,768.84	0.00
2423520	I	xtrac	04/02/2015	04/02/2015	3,000.00	0.00	3,000.00	0.00
536559	P	Cash	04/02/2015	04/02/2015	-3,000.00	0.00	-3,000.00	0.00
2424030	I	bat	09/02/2015	09/02/2015	125.29	0.00	125.29	0.00
2424031	I	correct fence	09/02/2015	09/02/2015	9,309.82	0.00	9,309.82	0.00
2424032	I	correct intercom	09/02/2015	09/02/2015	2,667.14	0.00	2,667.14	0.00
2424033	I	project correct	09/02/2015	09/02/2015	40,463.84	0.00	40,463.84	0.00
2424034	I	connect alarm	09/02/2015	09/02/2015	23,627.92	0.00	23,627.92	0.00
538556	P	Cash	09/02/2015	09/02/2015	-2,401.98	0.00	-2,401.98	0.00
538557	P	Cash	09/02/2015	09/02/2015	-125.29	0.00	-125.29	0.00
538572	P	Cash	09/02/2015	09/02/2015	-76,068.72	0.00	-76,068.72	0.00
2424143	I	intercom	10/02/2015	10/02/2015	2,401.98	0.00	2,401.98	0.00
2352128	I	plum	13/02/2015	13/02/2015	542.64	0.00	542.64	0.00
2424473	I	ANGELA	13/02/2015	13/02/2015	306.66	0.00	306.66	0.00
540615	P	Credit Card	13/02/2015	13/02/2015	-542.64	0.00	-542.64	0.00
230052	C	intercom	17/02/2015	17/02/2015	-209.76	0.00	-209.76	0.00
2425638	I	bobbin	25/02/2015	25/02/2015	78.66	0.00	78.66	0.00
545342	P	Credit Card	25/02/2015	25/02/2015	-78.66	0.00	-78.66	0.00
2426189	I	richard	03/03/2015	03/03/2015	2,307.36	0.00	2,307.36	0.00
230187	C	correct intercom	05/03/2015	05/03/2015	-2,377.58	0.00	-2,377.58	0.00
2426755	I	Rtthard	10/03/2015	10/03/2015	2,307.82	0.00	2,307.82	0.00
550543	P	Cash	10/03/2015	10/03/2015	-2,307.82	0.00	-2,307.82	0.00
2426851	I	richard	11/03/2015	11/03/2015	308.94	0.00	308.94	0.00
551040	P	Credit Card	11/03/2015	11/03/2015	-308.94	0.00	-308.94	0.00
2429983	I	stock	16/04/2015	16/04/2015	947.34	0.00	947.34	0.00
564619	P	Credit Card	16/04/2015	16/04/2015	-947.34	0.00	-947.34	0.00
230052	A	CNN W/OFF	21/04/2015	21/04/2015	209.76	0.00	209.76	0.00
230187	A	CNN W/OFF	21/05/2015	21/05/2015	112.17	0.00	112.17	0.00
1302951	P	Credit transfers	02/06/2015	02/06/2015	-3,074.58	-0.42	-3,074.58	0.00
2434151	I	ds kit	04/06/2015	04/06/2015	3,074.58	0.00	3,074.58	0.00
585498	P	Cash	09/06/2015	09/06/2015	-68,975.02	0.00	-68,975.02	0.00
3507253	I	plot	12/06/2015	12/06/2015	16,958.75	0.00	16,958.75	0.00
3507273	I	HOUSE	12/06/2015	12/06/2015	13,589.94	0.00	13,589.94	0.00
3507282	I	plot	15/06/2015	15/06/2015	37,328.05	0.00	37,328.05	0.00
3507328	I	ELECTRIC FENCE PE	18/06/2015	18/06/2015	191.06	0.00	191.06	0.00
588909	P	Cash	18/06/2015	18/06/2015	-191.06	0.00	-191.06	0.00
3507395	I	PILOT	23/06/2015	23/06/2015	2,238.39	0.00	2,238.39	0.00
2438477	I	cctv	27/07/2015	27/07/2015	27,833.20	0.00	27,833.20	0.00
603901	P	Cash	27/07/2015	27/07/2015	-38,403.18	0.00	-38,403.18	0.00
2439077	I	richard	03/08/2015	03/08/2015	12,796.50	0.00	12,796.50	0.00
231234	C	cctv	05/08/2015	05/08/2015	-7,974.30	0.00	-7,974.30	0.00
2439362	I	richard	06/08/2015	06/08/2015	3,029.89	0.00	3,029.89	0.00
608100	P	Credit Card	06/08/2015	06/08/2015	-3,029.89	0.00	-3,029.89	0.00
1150785	P	TRF TO SONO001	06/08/2015	06/08/2015	3,029.89	0.00	3,029.89	0.00
2439978	I	richard	14/08/2015	14/08/2015	6,838.86	0.00	6,838.86	0.00
231306	C	richard	17/08/2015	17/08/2015	-12,796.50	0.00	-12,796.50	0.00
2440150	I	richard	17/08/2015	17/08/2015	9,690.00	0.00	9,690.00	0.00

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Debtors Transactions (SL SLBB32)

Doc No	Doc	Cust Ref	Doc Date	Due Date	Original Amount	Discomnt	Amount Paid	Outstanding
2440733	I	richard	24/08/2015	24/08/2015	1,708.86	0.00	1,708.86	0.00
231353	C	richard	25/08/2015	25/08/2015	-1,708.86	0.00	-1,708.86	0.00
2440828	I	richard	25/08/2015	25/08/2015	3,415.44	0.00	3,415.44	0.00
1172382	P	TRF FROM SONDOLO	01/09/2015	01/09/2015	-3,029.89	0.00	-3,029.89	0.00
231592	C	richard	13/10/2015	13/10/2015	-3,415.44	0.00	-3,415.44	0.00
2449294	I	richard	04/12/2015	04/12/2015	1,007.76	0.00	1,007.76	0.00
654862	P	Credit Card	04/12/2015	04/12/2015	-1,007.76	0.00	-1,007.76	0.00
231592	A	CRN w/OFF	21/12/2015	21/12/2015	875.41	0.00	875.41	0.00
2453237	I	brinley	22/01/2016	22/01/2016	1,162.80	0.00	1,162.80	0.00
672958	P	Cash	22/01/2016	22/01/2016	-1,162.80	0.00	-1,162.80	0.00
2455523	I	project	16/02/2016	16/02/2016	47,793.79	0.00	47,793.79	0.00
2455531	I	project	16/02/2016	16/02/2016	570.00	0.00	570.00	0.00
2455532	I	project	16/02/2016	16/02/2016	172.48	0.00	172.48	0.00
683534	P	Cash	16/02/2016	16/02/2016	-68,251.47	0.00	-68,251.47	0.00
2455589	I	project	17/02/2016	17/02/2016	19,617.12	0.00	19,617.12	0.00
232383	C	project	19/02/2016	19/02/2016	-1,819.44	0.00	-1,819.44	0.00
2455875	I	project	19/02/2016	19/02/2016	1,218.66	0.00	1,218.66	0.00
232392	C	project	22/02/2016	22/02/2016	-713.53	0.00	-713.53	0.00
2456074	I	project	22/02/2016	22/02/2016	1,852.50	0.00	1,852.50	0.00
2456079	I	project	22/02/2016	22/02/2016	3,420.00	0.00	3,420.00	0.00
232396	C	project	23/02/2016	23/02/2016	-205.20	0.00	-205.20	0.00
232413	C	project	25/02/2016	25/02/2016	-3,762.00	0.00	-3,762.00	0.00
2456414	I	project	25/02/2016	25/02/2016	4,884.14	0.00	4,884.14	0.00
687835	P	Cash	25/02/2016	25/02/2016	-4,777.05	0.00	-4,777.05	0.00
2458230	A	REVERSE	16/03/2016	16/03/2016	568.80	0.00	568.80	0.00
2458207	I	joe g	16/03/2016	16/03/2016	28,579.23	0.00	28,579.23	0.00
2458228	I	joe g	16/03/2016	16/03/2016	13,717.62	0.00	13,717.62	0.00
696391	P	Cash	16/03/2016	16/03/2016	-56,317.69	-0.04	-56,317.65	0.00
2458362	I	joe g	17/03/2016	17/03/2016	4,189.50	0.00	4,189.50	0.00
2458406	I	..	18/03/2016	18/03/2016	19.95	0.00	19.95	0.00
2458449	I	project j	18/03/2016	18/03/2016	9,262.50	0.00	9,262.50	0.00
697256	P	Cash	18/03/2016	18/03/2016	-19.95	0.00	-19.95	0.00
2406792	I	johan	05/04/2016	05/04/2016	1,113.78	0.00	1,113.78	0.00
232648	C	joe g	06/04/2016	06/04/2016	-2,622.00	0.00	-2,622.00	0.00
2459702	I	richard	06/04/2016	06/04/2016	256.50	0.00	256.50	0.00
232677	C	joe g	08/04/2016	08/04/2016	-243.39	0.00	-243.39	0.00
1322540	P	Credit transfers	08/04/2016	08/04/2016	-38,394.74	0.00	-38,394.74	0.00
2461294	I	peter / sondolo	25/04/2016	25/04/2016	2,700.00	0.00	2,700.00	0.00
2461410	A	PMT NOT RECEIVED	26/04/2016	26/04/2016	200.00	0.00	200.00	0.00
2461408	I	project sd	26/04/2016	26/04/2016	40,574.60	0.00	40,574.60	0.00
2461410	I	project sd	26/04/2016	26/04/2016	3,351.60	0.00	3,351.60	0.00
712028	P	Cash	26/04/2016	26/04/2016	-40,574.60	0.00	-40,574.60	0.00
712034	P	Cash	26/04/2016	26/04/2016	-3,351.60	0.00	-3,351.60	0.00
712063	P	Credit Card	26/04/2016	26/04/2016	-2,700.00	0.00	-2,700.00	0.00
2461954	I	hanger / renier	04/05/2016	04/05/2016	19,014.74	0.00	19,014.74	0.00
2462345	I	project sd	10/05/2016	10/05/2016	4,760.64	0.00	4,760.64	0.00
2462355	I	hanger / renier	10/05/2016	10/05/2016	19,380.00	0.00	19,380.00	0.00
716845	P	Cash	10/05/2016	10/05/2016	-4,760.64	0.00	-4,760.64	0.00
2464068	I	ops	01/06/2016	01/06/2016	4,332.00	0.00	4,332.00	0.00
725803	P	Cash	02/06/2016	02/06/2016	-4,332.00	0.00	-4,332.00	0.00
1322540	A	PMT w/OFF	24/06/2016	24/06/2016	1,495.11	0.00	1,495.11	0.00
2468352	I	richard	27/07/2016	27/07/2016	8,436.00	0.00	8,436.00	0.00
748231	P	Cash	01/08/2016	01/08/2016	-8,436.00	0.00	-8,436.00	0.00
2469746	I	repair	16/08/2016	16/08/2016	68.40	0.00	68.40	0.00
2470503	I	jacques / sondolo	25/08/2016	25/08/2016	1,388.91	0.00	1,388.91	0.00
757258	P	Direct debit	25/08/2016	25/08/2016	-1,388.91	0.00	-1,388.91	0.00
1322540	A	REV PMT w/OFF 132254	01/09/2016	01/09/2016	-1,495.11	0.00	-1,495.11	0.00
2471790	I	TSHEPO	12/09/2016	12/09/2016	1,085.28	0.00	1,085.28	0.00
2472475	I	richard	20/09/2016	20/09/2016	60,635.92	0.00	60,635.92	0.00
767229	P	Cash	20/09/2016	20/09/2016	-49,800.00	0.00	-49,800.00	0.00
2472614	I	richard	21/09/2016	21/09/2016	5,749.02	0.00	5,749.02	0.00
2472684	I	van zyl	22/09/2016	22/09/2016	33,745.71	0.00	33,745.71	0.00
768264	P	Cash	22/09/2016	22/09/2016	-54,944.23	0.00	-54,944.23	0.00
2472892	I	van zyl	26/09/2016	26/09/2016	2,681.28	0.00	2,681.28	0.00
2473107	I	van zyl	28/09/2016	28/09/2016	1,932.30	0.00	1,932.30	0.00

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Debtors Transactions (SL SLBB32)

Doc No	Doc	Cust Ref	Doc Date	Due Date	Original Amount	Discount	Amount Paid	Outstanding
2473563	I	05/10/2016	05/10/2016	05/10/2016	630.76	0.00	630.76	0.00
2473565	I	05/10/2016	05/10/2016	05/10/2016	56.54	0.00	56.54	0.00
773089	P	Cash	05/10/2016	05/10/2016	-630.76	0.00	-630.76	0.00
773180	P	Cash	05/10/2016	05/10/2016	-56.54	0.00	-56.54	0.00
2473661	I	richard	06/10/2016	06/10/2016	3,521.84	0.00	3,521.84	0.00
2376976	A	REV DUPLICATION	07/10/2016	07/10/2016	350.00	0.00	350.00	0.00
233586	C	05/10/2016	07/10/2016	07/10/2016	-538.08	0.00	-538.08	0.00
233587	C	richard	07/10/2016	07/10/2016	-2,622.00	0.00	-2,622.00	0.00
233593	C	richard	07/10/2016	07/10/2016	-3,521.84	0.00	-3,521.84	0.00
2473731	I	richard	07/10/2016	07/10/2016	832.20	0.00	832.20	0.00
2473804	I	ELS	07/10/2016	07/10/2016	34,116.38	0.00	34,116.38	0.00
774168	P	Cash	07/10/2016	07/10/2016	-350.00	0.00	-350.00	0.00
774174	P	Cash	07/10/2016	07/10/2016	-36,298.16	0.00	-36,298.16	0.00
774181	P	Cash	07/10/2016	07/10/2016	-350.00	0.00	-350.00	0.00
774381	P	Cash	07/10/2016	07/10/2016	-1.84	0.00	-1.84	0.00
2473892	I	switch	10/10/2016	10/10/2016	1,706.58	0.00	1,706.58	0.00
2473934	I	richard	10/10/2016	10/10/2016	2,551.32	0.00	2,551.32	0.00
774868	P	Cash	10/10/2016	10/10/2016	-1,706.58	0.00	-1,706.58	0.00
2474010	I	ELS	11/10/2016	11/10/2016	1,283.64	0.00	1,283.64	0.00
2474081	I	ELS	11/10/2016	11/10/2016	2,183.62	0.00	2,183.62	0.00
2474122	I	monitor	12/10/2016	12/10/2016	5,000.00	0.00	5,000.00	0.00
776008	P	Cash	12/10/2016	12/10/2016	-5,000.00	0.00	-5,000.00	0.00
233647	C	richard	17/10/2016	17/10/2016	-370.50	0.00	-370.50	0.00
2474545	I	richard	17/10/2016	17/10/2016	370.50	0.00	370.50	0.00
233897	C	ELS	21/11/2016	21/11/2016	-1,283.64	0.00	-1,283.64	0.00
2478965	I	commax	30/11/2016	30/11/2016	3,653.42	0.00	3,653.42	0.00
799965	P	Cash	30/11/2016	30/11/2016	-3,653.42	0.00	-3,653.42	0.00
233587	A	CRN w/OFF	31/12/2016	31/12/2016	467.99	0.00	467.99	0.00
2493739	I	monitor	11/05/2017	11/05/2017	3,363.00	0.00	3,363.00	0.00
882902	P	Cash	11/05/2017	11/05/2017	-3,363.00	0.00	-3,363.00	0.00
2505638	I	fence collecting	19/09/2017	19/09/2017	7,881.28	0.00	7,881.28	0.00
950849	P	Cash	19/09/2017	19/09/2017	-7,881.28	0.00	-7,881.28	0.00
235830	C	fence collecting	20/09/2017	20/09/2017	-111.15	0.00	-111.15	0.00
2505806	I	Fence Collecting	20/09/2017	20/09/2017	33.74	0.00	33.74	0.00
2505996	I	richard	22/09/2017	22/09/2017	1,328.33	0.00	1,328.33	0.00
952874	P	Cash	22/09/2017	22/09/2017	-1,250.92	0.00	-1,250.92	0.00

Total: Account code MRA001 - RICHARD LE ROKK

-5.70 -5.70 0.00 0.00

Grand totals

-5.70 -5.70 0.00 0.00

Report complete. 7655727 rows accessed. 224 rows printed. 0 rows suppressed

ANNEXURE RLR 8



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COPY TAX INVOICE

REGAL DISTRIBUTORS SA (PTY) LTD
T/A REGAL PORT ELIZABETH

Unit 3 Phase 2,
 86 Pickering Road, Newton Park
 Port Elizabeth

Tel: 041 264 3885
 Fax: 041 264 3950
 Created by: Pamela MacKenzie
 Last operator: Angela Sithole

Inv No : 1035/03507253
 Your contact:

Invoice Address:-

MR A AGRIZZI
 T/A AGRIZZI
 1 WINDSOR RD
 LINDERS VLEZ
 RUGBERSDORP

Customer Address:-

MR A AGRIZZI
 T/A AGRIZZI
 1 WINDSOR RD
 LINDERS VLEZ
 RUGBERSDORP

RE 2827763

VAT Reg No:

N/A

BANKING DETAILS:

Regal Distributors SA (Pty) Ltd
 The Standard Bank of SA Ltd
 Account No.: 00000000000000000000
 Branch Code: 000000
 Current Account

VAT REG. NO.

4720177268

ACCOUNT NO.	DATE	ORDER NO	DELIVERY	REP CODE	OUR REF.	PAGE
KR00001	12/06/2015 08:37	plot	Delivered	CB01	12040	1
REFERENCE	DESCRIPTION	UNITS	PRICE	AMOUNT		
Z/038313	EY-CSR3824HD Free Stand-Stay-Rnd	30 EA	135.96EA	4078.80		
Z/038314	EY-CSR3824HD Free Stand-Stay-Rnd	30 EA	339.91EA	10797.30		
	EY-CPW7620HD24 Free Standing - Rnd					
	EY-CPW7620HD24 Free Standing - Rnd					
				SUB TOTAL		14876.09
				VAT		2002.66
				TOTAL	34R	16878.75

GOODS REMAIN THE PROPERTY OF REGAL UNTIL FULLY PAID FOR. ALL GOODS SOLD ARE SUBJECT TO OUR STANDARD TERMS AND CONDITIONS OF SALE. (see reverse)

PRINT NAME IN FULL:

DATE:

SIGNATURE:

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AKC

COPY TA

REGAL DISTRIBUTORS SA (PTY) LTD
T/A REGAL PORT ELIZABETH

 Unit 3 Phase 2,
 86 Pickering Road, Newton Park
 Port Elizabeth

Tel: 041 364 3885

Fax: 041 364 3930

Created by: Pamela MacKenzie

Last operator: Pamela MacKenzie

Inv No : 1035/03507273

Your contact:

Invoice Address:-

NR A AGR1221

T/A AGR1221

1 WINDSOR RD

LUTPERS VLEZ

KLUENSDORP

Customer Address:-

NR A AGR1221

T/A AGR1221

1 WINDSOR RD

LUTPERS VLEZ

KLUENSDORP

RE 2827785

VAT Reg No:

A/A

Minimum Details:
 Regal Distributors SA (Pty) Ltd
 The Standard Bank of SA Ltd
 Account No.: 000007000
 Branch Code: 600000
 Current Account

VAT REG. NO.

4720177288

ACCOUNT NO	DATE	ORDER NO.	DELIVERY	REF CODE	OUR REF	PAGE
NR00001	12/06/2015 14:21	HOUSE	Collect later	CR01	11879	1
REFERENCE	DESCRIPTION	UNITS	PRICE	AMOUNT		
EF129	Square Tube Jurassic - 8 Wire - Hot Dip Straight - 88	70 EA	40.90EA	2863.00		
EF01-2	Earth Spike - Copper Incl Nuts/L2s	10 EA	32.50EA	325.00		
AM77-3	Coach Screw 10 x 75 x 12mm W/Plug / 25	6 PK	53.00PK	318.00		
EF37-6	Stay - 750mm with a lug Galv	20 EA	15.80EA	316.00		
EF39	Stay Lug - 6 x 25mm	20 EA	3.20EA	64.00		
EF36-9	Stay Sleeve - 750mm Black	20 EA	5.65EA	113.00		
EF10-2	M Screw - M6 Hex Nuts	20 EA	0.80EA	16.00		
EF40-3	M Screw - M6x30-N/A Bolt	20 EA	1.20EA	24.00		
EF43-2	Warning Sign - Electric Fence Large	15 EA	6.40EA	96.00		
EF30	Line Clamps - Large Gus U-Bolt	20 EA	1.40EA	28.00		
EF41-9	Tensioner - Hybrid Coap Spring Gold Heavy Duty Black	150 EA	4.40EA	660.00		
EF35	Spring Hook Stainless Large Tail / 50	3 PK	39.00PK	117.00		
EF34-1	Sliding Gate Contact / In-line	1 EA	200.00EA	200.00		
EF19-2	HT Cable - 3 Core 100m Black	1 RL	738.00RL	738.00		
EF30-2	Keypad - LCD For DRUID	1 EA	285.00EA	285.00		
SD22	Siren 15W - Compact	1 EA	35.90EA	35.90		
GOODS REMAIN THE PROPERTY OF REGAL UNTIL FULLY PAID FOR. ALL GOODS SOLD ARE SUBJECT TO OUR STANDARD TERMS AND CONDITIONS OF SALE. (see reverse)				SUB TOTAL		
PRINT NAME IN FULL:				VAT		
DATE: SIGNATURE:				Continued...		
I/WE ACKNOWLEDGE RECEIPT OF GOODS AS DETAILED AND ACCEPT STANDARD TERMS & CONDITIONS OF SALE.				TOTAL		

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REGAL DISTRIBUTORS SA (PTY) LTD
T/A REGAL PORT ELIZABETH

Unit 3 Phase 2,
86 Pickering Road, Newton Park
Port Elizabeth

Tel: 041 364 3885

Fax: 041 364 3950

Created by: Pamela MacKenzie

Last operators: Pamela MacKenzie

Inv No : 1035/03507273

Your contact:

Invoice Address:-

MR A AGRIZZI

T/A AGRIZZI

1 WINDSOR RD

WILPERS VLEZ

KALBERSDORP

Customer Address:-

MR A AGRIZZI

T/A AGRIZZI

1 WINDSOR RD

WILPERS VLEZ

KALBERSDORP

RE 2827786

VAT Reg No:

A/R

BANKING DETAILS:

Regal Distributors SA (Pty) Ltd
The Standard Bank of SA Ltd
Account No.: 001807883
Branch Code: 084305
Current Account

VAT REG. NO.

4720177286

ACCOUNT NO.	DATE	ORDER NO.	DELIVERY	REP. CODE	OUR REF.	PAGE
KRA001	12/06/2015 14:21	HOUSE	Collect later	CB01	11679	2
REFERENCE	DESCRIPTION	UNITS	PRICE	AMOUNT		
HL30	Strobe Large 12V - Red	1 EA	99.00EA	99.00		
EF57-5	Electric Fence Lightning Protection Kit	1 EA	883.00EA	883.00		
EF33-1	Nail-in Anchors - 8 x 80mm / 50	1 PK	45.50PK	45.50		
EF49-6	Energiser - DRUID 18 LCD - 8 Joule	1 EA	2020.00EA	2020.00		
EF18-1	Ferrules - 6mm 304 Stainless Steel / 50	4 PK	49.50PK	198.00		
EF44-3	Braided Wire - 316 1.2mm Stainless Steel / 800m	3 RL	825.00RL	2475.00		
SUB TOTAL				11921.00		
VAT				1668.94		
TOTAL				13589.94		

GOODS REMAIN THE PROPERTY OF REGAL UNTE. FULLY PAID FOR. ALL GOODS SOLD ARE SUBJECT TO OUR STANDARD TERMS AND CONDITIONS OF SALE. (SEE REVERSE)

PRINT NAME IN FULL:

DATE: 2015-06-15

SIGNATURE:

I/WE ACKNOWLEDGE RECEIPT OF GOODS AS DETAILLED AND ACCEPT STANDARD TERMS & CONDITIONS OF SALE.

SUB TOTAL

VAT

TOTAL

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WLC A C

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REGAL DISTRIBUTORS SA (PTY) LTD
T/A REGAL PORT ELIZABETH

Unit 3 Phase 2,
85 Pickering Road, Newton Park
Port Elizabeth

Tel: 041 364 3885
Fax: 041 364 3930
Created by: Pamela MacKenzie
Last operator: Pamela MacKenzie

Inv No : 1035/03507282
Your contact:

Invoice Address:-

NR A AGR1221
T/A AGR1221
1 WINDSOR RD
LWIPERS VLEZ
KRUGERSDORP

Customer Address:-

NR A AGR1221
T/A AGR1221
1 WINDSOR RD
LWIPERS VLEZ
KRUGERSDORP

RE 2827796

VAT Reg No:

A/A

BANKING DETAILS:
Regal Distributors SA (Pty) Ltd
The Standard Bank of SA Ltd
Branch Code: 250405
Current Account

VAT REG NO.

4720177288

ACCOUNT NO	DATE	ORDER NO	DELIVERY	REP CODE	OUR REF	PAGE
KR99001	15/06/2015 09:05	plot	Collect later	CB01	11880	1
REFERENCE	DESCRIPTION	UNITS	PRICE	AMOUNT		
SD22	Siren 15W - Compact	1 EA	35.90EA	35.90		
ML30	Strobe Large 12V - Red	1 EA	99.00EA	99.00		
EF32-1	Energizer - Merlin M18S BJ 12	1 EA	2020.00EA	2020.00		
SERIAL NUMBER:						
EF50	Keypad - Merlin 1 Zone 1 Gate	1 EA	295.00EA	295.00		
EF19-2	HT Cable - 3 Core 100m Black	1 RL	738.00RL	738.00		
EF57-5	Electric Fence Lightning Protection Kit	1 EA	883.00EA	883.00		
EF81-2	Earth Spike - Copper-Incl-Nuts/1.2m	30 EA	32.50EA	975.00		
EF43-2	Warning Sign - Electric Fence Large	70 EA	6.40EA	448.00		
EF129	Square Tube Jurassic - B.Wire - Hot Dip	8 EA	70.90EA	567.20		
Straight 2.88						
EF37-6	Stay - 750mm with a Jug Galv	8 EA	15.80EA	126.40		
EF39	Stay Lug - 6 x 35mm	8 EA	3.20EA	25.60		
EF40-2	M Screw - M6 Hex Nuts	8 EA	0.80EA	6.40		
EF40-3	M Screw - M6x30 N/S Bolt	8 EA	1.20EA	9.60		
EF35	Spring Hook Stainless Large Tail / 50	1 PK	39.00PK	39.00		
GOODS REMAIN THE PROPERTY OF REGAL UNTIL FULLY PAID FOR. ALL GOODS SOLD ARE SUBJECT TO OUR STANDARD TERMS AND CONDITIONS OF SALE. (see reverse)				SUB TOTAL		
PRINT NAME IN FULL: Ismael Louis				VAT	Continued...	
DATE: 15/06/2015 SIGNATURE: [Signature]				TOTAL		
I/WE ACKNOWLEDGE RECEIPT OF GOODS AS DETAILED AND ACCEPT STANDARD TERMS & CONDITIONS OF SALE.						

MLC A 15

COPY TAX INVOICE

REGAL DISTRIBUTORS SA (PTY) LTD
T/A REGAL PORT ELIZABETH

Unit 3 Phase 2,
85 Pickering Road, Newton Park
Port Elizabeth

Tel: 041 354 3885

Fax: 041 354 3950

Created by: Pamela MacKenzie

Last operator: Pamela MacKenzie

Inv No : 1035/03507282

Your contact:

Invoice Address:-

MR A AGRIZZI

T/A AGRIZZI

1 WINDSOR RD

LUIPERS VLEZ

KRUGERSDORP

Customer Address:-

MR A AGRIZZI

T/A AGRIZZI

1 WINDSOR RD

LUIPERS VLEZ

KRUGERSDORP

RE 2827797

VAT Reg No:

A/A

BANKING DETAILS:

Regal Distributors SA (Pty) Ltd
The Standard Bank of SA Ltd
Account No.: 621647988
Branch Code: 250409
Current Account

VAT REG. NO.

4720177288

ACCOUNT NO.	DATE	ORDER NO.	DELIVERY	REP. CODE	OUR REF.	PAGE
NRRA001	15/06/2015 09:05	plot	Collect later	CB01	11880	2
REFERENCE	DESCRIPTION	UNITS	PRICE	AMOUNT		
EF41-5 ✓	Tensioner - Hybrid Cold Spring Gold	32 EA	4.40EA	140.80		
EF30 ✓	Heavy-Duty Black					
EF47-6-1 ✓	Line Clamps - Large Box U-Bolt	50 EA	1.40EA	70.00		
EF47-1-1 ✓	BKT - Omega 2.4m Hot Dipped Galvanized	220 EA	51.00EA	11220.00		
EF35 ✓	Insulator - Omega with Clip - Black	3230 EA	0.77EA	2502.50		
EF22 ✓	S-Hook - Free Standing Fence	730 EA	1.80EA	1314.00		
EF41-8 ✓	Insulator - Strain Jubo Black	370 EA	1.05EA	388.50		
EF44-2 ✓	Tensioner - Conbe Hybrid Black Big Boy	370 EA	6.25EA	2312.50		
EF18 ✓	Galvanized Wire 2.2mm 30Kg 1650m	10 RL	730.00RL	7300.00		
EF35-1 ✓	Ferrules - 6mm / 100	5 PK	47.90PK	239.50		
EF93 ✓	S-Hook - Free Standing Fence 1600deg - HDG	100 EA	3.40EA	340.00		
EF94 ✓	Nut - N10 - HDG (For Round Stays)	60 EA	0.90EA	54.00		
	Bolt - N10x100 - HDG (For Round Stays)	60 EA	13.90EA	834.00		
GOODS REMAIN THE PROPERTY OF REGAL UNTIL FULLY PAID FOR. ALL GOODS SOLD ARE SUBJECT TO OUR STANDARD TERMS AND CONDITIONS OF SALE. (See reverse)				SUB TOTAL		
PRINT NAME IN FULL: <u>Isahn Fanie</u>				VAT		32743.90
DATE: <u>15/06/2015</u> SIGNATURE: <u>[Signature]</u>				TOTAL	ZAR	37328.05
I/WE ACKNOWLEDGE RECEIPT OF GOODS AS DETAILLED AND ACCEPT STANDARD TERMS & CONDITIONS OF SALE.						

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COPY TAX INVOICE

REGAL DISTRIBUTORS SA (PTY) LTD
T/A REGAL PORT ELIZABETH

Unit 3 Phase 2,
86 Pickering Road, Newton Park
Port Elizabeth

Tel: 041 354 3885
Fax: 041 354 3950
Created by: Pamela MacKenzie
Last operator: Pamela MacKenzie

Inv No : 1035/03507328
Your contact:

Invoice Address:-

NR A AGR1221
T/A AGR1221
1 WINDSOR RD
LUXPENS VLEZ
KRUGERSDORP

Customer Address:-

NR A AGR1221
T/A AGR1221
1 WINDSOR RD
LUXPENS VLEZ
KRUGERSDORP

RE 2827847

VAT Reg No:

A/A

BANKING DETAILS:

Regal Distributors SA (Pty) Ltd
The Standard Bank of SA Ltd
Account No: 150000000
Branch Code: 644004
Current Account

VAT REG NO.

4720177288

ACCOUNT NO.	DATE	ORDER NO.	DELIVERY	REP. CODE	OUR REF.	PAGE
NRAR001	18/05/2015 10:43	ELECTRIC FENCE PE	Collect now	CB01	12218	1
REFERENCE	DESCRIPTION	UNITS	PRICE	AMOUNT		
EF123	Square Tube DF - 8 Wire - Hot Dip - Straight - 88	2 EA	42.90EA	85.80		
EF129	Square Tube Jurassic - 8 Wire - Hot Dip Straight - 88	2 EA	40.90EA	81.80		
<div style="border: 1px solid black; padding: 5px; display: inline-block;"> PAID METHOD ACC PAY. </div>				SUB TOTAL	157.59	
				VAT	23.47	
				TOTAL	20R	191.06

GOODS REMAIN THE PROPERTY OF REGAL UNTIL FULLY PAID FOR. ALL GOODS SOLD ARE SUBJECT TO OUR STANDARD TERMS AND CONDITIONS OF SALE. (See reverse)

PRINT NAME IN FULL:

DATE:

SIGNATURE:

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COPY TAX INVOICE

REGAL DISTRIBUTORS SA (PTY) LTD
T/A REGAL PORT ELIZABETH

Unit 3 Phase 2,
86 Pickering Road, Newton Park
Port Elizabeth

Tel: 041 364 3885
Fax: 041 364 3950
Created by: Pamela MacKenzie
Last operator: Pamela MacKenzie

Inv No : 1035/03507395
Your contact:

Invoice Address:-

MR A AGRIZZI
T/A AGRIZZI
1 WINDSOR RD
LUTPERS VLE2
KRUGERSDORP

Customer Address:-

MR A AGRIZZI
T/A AGRIZZI
1 WINDSOR RD
LUTPERS VLE2
KRUGERSDORP

RE 2827918

VAT Reg No:

A/A

BANKING DETAILS:

Regal Distributors SA (Pty) Ltd
The Standard Bank of SA Ltd
Account No.: 091800000
Branch Code: 004000
Current Account

VAT REG. NO.

4720177288

ACCOUNT NO.	DATE	ORDER NO.	DELIVERY	REP. CODE	OUR REF.	PAGE
KR00001	23/06/2015 15:42	PLDT	Collect now	C001	12330	1
REFERENCE	DESCRIPTION	UNITS	PRICE	AMOUNT		
EF47-1-1	Insulator - Beaga with Clip - Black	2550 EA ✓	0.77EA	1963.50		
GOODS REMAIN THE PROPERTY OF REGAL UNTIL FULLY PAID FOR. ALL GOODS SOLD ARE SUBJECT TO OUR STANDARD TERMS AND CONDITIONS OF SALE. (see reverse)				SUB TOTAL	1963.50	
PRINT NAME IN FULL:				VAT	274.89	
DATE: SIGNATURE:				TOTAL	208	2238.39

MLC  G

ANNEXURE RLR 9



WLC


To: Richmond Mti

07 Jan 2017, 09:04

When in Pe next please check Colchester alarm continue to make noise when switching off and Greenbushes switcher got lost and we can't activate. Can bring spare one

30 Jan 2017, 10:49

Hi Sir Angelo is off sick at the moment and will only be back in March please can you speak to Gavin with regards to the faults. Thanks

Will do. But when are you going to be in Pe next. ?Will talk to Gavin was with him yesteday I would have told him. Flying back to Pe now. Please when down come over will advise Gavin.



Text Message



THC

B.
EXTRACTS FROM TRANSCRIPTS



COMMISSION OF INQUIRY INTO STATE CAPTURE

HELD AT

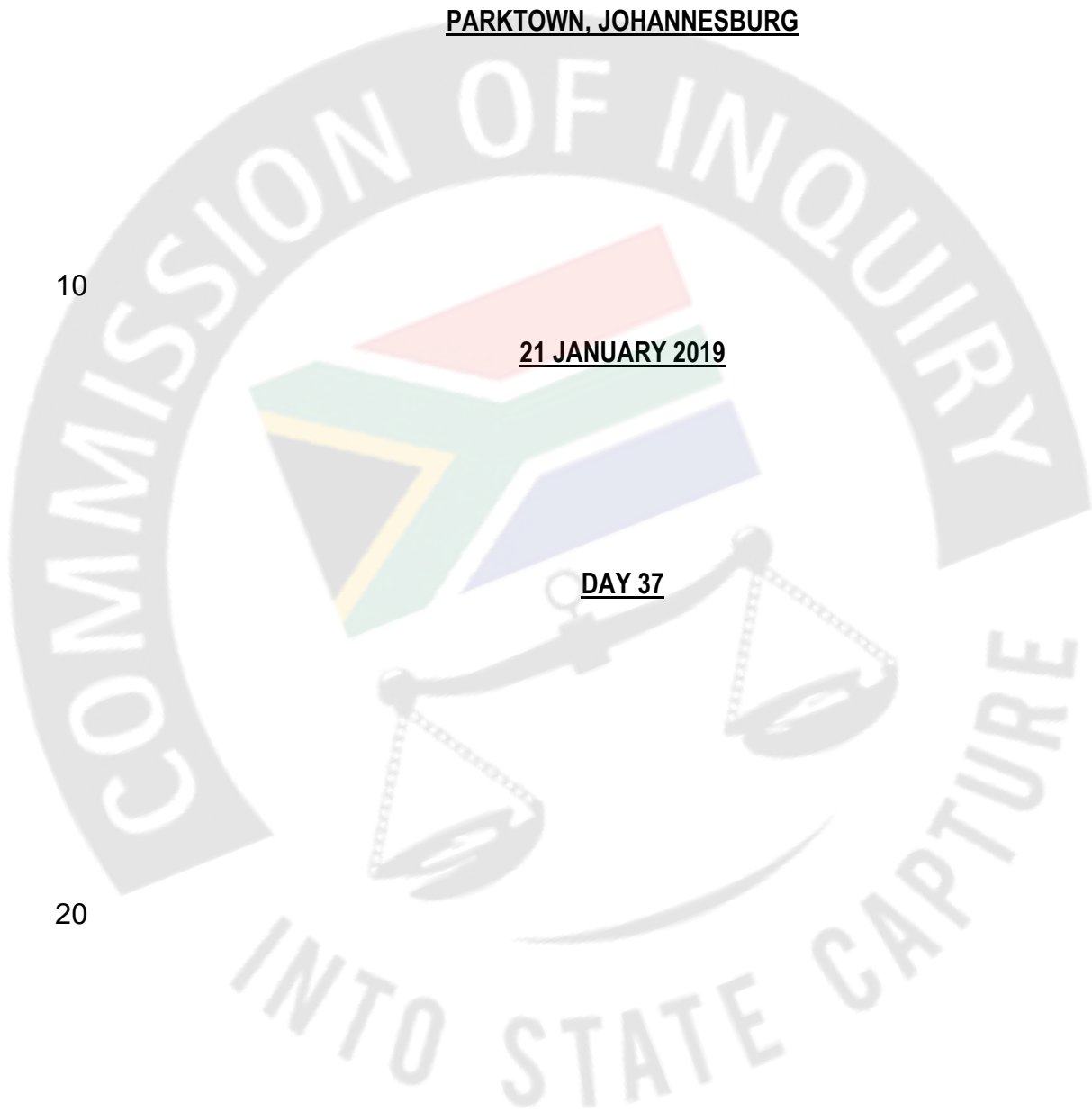
PARKTOWN, JOHANNESBURG

21 JANUARY 2019

DAY 37

10

20



CHAIRPERSON: But the training had been done by Bosasa?

MR ANGELO AGRIZZI: Yes. I remember people getting awards.

CHAIRPERSON: Okay.

MR ANGELO AGRIZZI: Okay.

MR ANGELO AGRIZZI: This function was coordinated by Dr Jurgen Smith and Mark Taverner. He was a Bosasa employee. Mark was also the brother-in-law of Gavin Watson. It was all new to me. They continued with it. I was just invited by Dr Smith who I saw as a mentor.

ADV PAUL PRETORIUS SC: In paragraph 25.7 you refer to the future involvement of
10 Mr Taverner of which you at that stage had not become aware or were not aware.

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: Tell the Chair about that please.

MR ANGELO AGRIZZI: I was not aware that Taverner was in anyway involved with furnishing of, of Mti and Gillingham's houses and perhaps that is why I was not told about the very first contract for the training, because perhaps they did not want me to know about it but at the beginning of 2004, you know, I believe that they started with the renovation, with buying furniture, building of the houses and all that type of thing.

ADV PAUL PRETORIUS SC: We will come to that detail in due course.

MR ANGELO AGRIZZI: Okay.

20 **ADV PAUL PRETORIUS SC:** In paragraph 25.8 you talk of your second meeting ...[intervenes].

MR ANGELO AGRIZZI: Yes.

ADV PAUL PRETORIUS SC: With Mr Gillingham.

MR ANGELO AGRIZZI: Yes.

ADV PAUL PRETORIUS SC: Please tell the Chair about that meeting.

running at seventy percent. So in actual fact the R239 million that is reflected there was actually understated and that once you had finished the month and costed out everything you would be on average thirty-five percent higher. So although the bid was submitted for R239 427 000,00 if they do the analysis they will note that in actual fact they probably would have paid closer to the R310 million versus the R239 million for the first year. That is how it was manipulated.

ADV PAUL PRETORIUS SC: So in short Mr Agrizzi you told the department in your bid that the services would cost R239 odd million per annum?

MR ANGELO AGRIZZI: Correct so it would be geared at that price.

10 **ADV PAUL PRETORIUS SC:** But in fact you knew that you would in reality charge them much more when the contract was executed?

MR ANGELO AGRIZZI: Because you would be charging them on actual meals served and therefore your price would come out at much higher.

ADV PAUL PRETORIUS SC: And then what happened on 29 September 2004?

MR ANGELO AGRIZZI: On instruction from Gavin Watson I was told to make a proposal to Gillingham that there were seven satellite correctional centres that we should have included in the catering tender itself. I know that the time that this had been negotiated and discussed with Danny Mansell and with Gillingham Chair and I also know that when the instruction was given to me there was a specific reason for it.

20 Mti had also approved this. The expansion of that contract was fully approved and all I needed to do was provide a price for it.

ADV PAUL PRETORIUS SC: Alright who – just give his full names please, Mti's full names?

MR ANGELO AGRIZZI: It is Richmond Linda Mti.

ADV PAUL PRETORIUS SC: Who was – what position did he occupy at the time?

MR ANGELO AGRIZZI: He was a National Commissioner of Correctional Services at the time.

ADV PAUL PRETORIUS SC: What was the value of this expansion?

MR ANGELO AGRIZZI: That expansion was R14 million extra per month.

ADV PAUL PRETORIUS SC: Was that expansion authorised by the original tender documents? In other words could the expansion properly be awarded in terms of a contract without going through a new tender process?

MR ANGELO AGRIZZI: No this would have had to go through a new tender process and everybody was aware of that. Everybody was just too scared to make that
10 comment – to make that suggestion that it should be fixed up.

ADV PAUL PRETORIUS SC: And did it in fact go out to tender?

MR ANGELO AGRIZZI: Never.

ADV PAUL PRETORIUS SC: So without authorisation in terms of the original tender and without authorisation in terms of a new tender an extension was granted to extend the catering contract to other correctional centres and the value of that to Bosasa was R14 million per month?

MR ANGELO AGRIZZI: Correct.

ADV PAUL PRETORIUS SC: And were you rewarded for all the work that you had done here?

20 **MR ANGELO AGRIZZI:** Every single staff member in the company got increases that year.

CHAIRPERSON: Other than normal annual increases?

MR ANGELO AGRIZZI: There were substantial increases.

CHAIRPERSON: Okay.

ADV PAUL PRETORIUS SC: Can you say whether your increase was a reward for the

work you had done in relation to the Correctional Services contract?

MR ANGELO AGRIZZI: Chair I would have to flip back to that specific date. As I said earlier my wife unfortunately takes all my money so I would not know. I would need to have a look.

ADV PAUL PRETORIUS SC: In any event in the ...[intervenes].

MR ANGELO AGRIZZI: Correction sorry Chair. There was substantial increase.

CHAIRPERSON: Yes.

MR ANGELO AGRIZZI: And I also had – they painted out my house for me.

CHAIRPERSON: Yes. And are you able to say how much the increase was in terms of
10 percentage?

MR ANGELO AGRIZZI: I can. I can most definitely check. Chair it went up from R234 000,00 to R406 000,00.

CHAIRPERSON: Oh it was doubled – more than doubled or about doubled.

MR ANGELO AGRIZZI: You are right she probably took ninety percent of that anyway.

CHAIRPERSON: Okay thank you.

ADV PAUL PRETORIUS SC: So in summary Mr Agrizzi in relation to the catering services contract awarded to Bosasa by the Department of Correctional Service and in or around R2004 you were personally involved in the events preceding the issue of the tender documents?

20 **MR ANGELO AGRIZZI:** Yes.

ADV PAUL PRETORIUS SC: You compiled the tender documents or the response to the bid for tender more particularly.

CHAIRPERSON: The specifications. The specifications, you compiled the specifications?

MR ANGELO AGRIZZI: Yes Chair.

ADV PAUL PRETORIUS SC: Well you compiled the report which became specifications?

MR ANGELO AGRIZZI: Correct that is correct.

CHAIRPERSON: Oh okay.

ADV PAUL PRETORIUS SC: You also were instrumental in the sense that you led the team that compiled the response to the invitation to bid?

MR ANGELO AGRIZZI: That is correct Chair.

ADV PAUL PRETORIUS SC: And you were there also aware of and involved in the under-costing which resulted later in a higher payment to Bosasa?

10 **MR ANGELO AGRIZZI:** I was – I was aware of the under-costing but the costings were actually completed and finalised by Mr Mansell.

ADV PAUL PRETORIUS SC: Yes but this was all done under your supervision?

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: And then you knew of the improper or even unlawful extension to the further seven satellite correctional centres?

MR ANGELO AGRIZZI: That is correct Chair.

CHAIRPERSON: You told us what the increase was that you were given after you had made the contribution that you made to ensure Bosasa got that contract and you said that they painted your house as well, is that right?

20 **MR ANGELO AGRIZZI:** That is correct Chair.

CHAIRPERSON: What is the monetary value that you could put on the – on them painting your house?

MR ANGELO AGRIZZI: It was about R30 000,00.

CHAIRPERSON: Okay, alright, thank you.

ADV PAUL PRETORIUS SC: Was that the same painting of the house referred to in

the schedule at the beginning of your statement?

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: And the amount is there, is it?

MR ANGELO AGRIZZI: I am...

ADV PAUL PRETORIUS SC: Well you need not go there, it is there, it is not going to change.

MR ANGELO AGRIZZI: Okay no it is the same.

ADV PAUL PRETORIUS SC: Was there a meeting held at Supersport Park after the catering tender had been awarded to Bosasa?

10 **MR ANGELO AGRIZZI**: That is correct.

ADV PAUL PRETORIUS SC: More or less when was that meeting held?

MR ANGELO AGRIZZI: If I remember correctly it was in November 2004.

ADV PAUL PRETORIUS SC: And what was the purpose of the meeting or what happened at the meeting?

MR ANGELO AGRIZZI: The meeting was their monthly meeting and we were asked to do a presentation on the progress of the implementation of the catering tender. And also to showcase some of the other services that we could provide. So that was the first time I really met Richmond Linda Mti and the third time I had encountered Gillingham. Although I did not interact with Gillingham or Mti because they were in a formal environment and we were very reserved in how we reacted or how we spoke to them.

20

ADV PAUL PRETORIUS SC: Right you obviously attended the meeting. Did anyone else from Bosasa attend the meeting?

MR ANGELO AGRIZZI: A number of directors Chair attended the meeting with me. Mansell and Watson however did not.

ADV PAUL PRETORIUS SC: Approximately how many people in total attended the meeting?

MR ANGELO AGRIZZI: In total from correction side and from Bosasa side there were a total of about forty people that attended.

ADV PAUL PRETORIUS SC: Alright and did Mr Mti – Commissioner Mti at the time participate in the proceedings?

MR ANGELO AGRIZZI: No he did most definitely but he did not really interact with us. He was interacting with his people.

ADV PAUL PRETORIUS SC: Right did you receive any feedback the following day in
10 relation to the meeting from Gavin Watson?

MR ANGELO AGRIZZI: Gavin Watson said that he had received very good feedback from Mr Mti and it was very positive. I was then also told that there was something else in the pipeline namely an access control contract.

ADV PAUL PRETORIUS SC: Right in the pipeline?

MR ANGELO AGRIZZI: Correct.

ADV PAUL PRETORIUS SC: For Bosasa I presume?

MR ANGELO AGRIZZI: Correct.

ADV PAUL PRETORIUS SC: And in relation to that did you receive an instruction?

MR ANGELO AGRIZZI: I was given an instruction by Watson and Mansell to once
20 more draft a specification document for an access control system that would be advertised.

ADV PAUL PRETORIUS SC: So once again you learn of a contract that is be awarded in the future?

MR ANGELO AGRIZZI: Correct.

ADV PAUL PRETORIUS SC: By the Department of Correctional Services?

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: This is shortly after the presentation meeting that you refer to?

MR ANGELO AGRIZZI: Correct.

ADV PAUL PRETORIUS SC: Before I presume any tender documents are issued or any publication of the intention to issue a tender is advertised you are instructed to draft a specification document?

MR ANGELO AGRIZZI: That is correct.

10 **ADV PAUL PRETORIUS SC**: So am I correct perhaps I have been leading a little excessively – it is late in the day my apologies Chair but is it correct that when you were instructed to draft the specification document there had been no public announcement of the intention to award a tender for access control at Correctional Services Institution?

MR ANGELO AGRIZZI: Chair that is correct.

ADV PAUL PRETORIUS SC: Were you given any further instruction in relation to the manner in which you should produce this draft or what the draft specifications document should include?

20 **MR ANGELO AGRIZZI**: Chair I was told that I needed to draft it in such a manner that no it was a foregone conclusion that Bosasa would or at that time it was Sondolo that would be awarded the contract. I was told to make sure that you put in restrictive clauses. One of them was ISO standards, things like that.

ADV PAUL PRETORIUS SC: Alright you refer to ISO standards we do not necessarily know about those things. Just explain perhaps...[intervenes].

CHAIRPERSON: Just before you proceed Mr Pretorius. Now drafting it in such a way that the award of the tender or contract to Bosasa would be guaranteed. How would

this be achieved in terms of drafting? Would it be that you would put in fissures that only Bosasa is likely to have in terms of what it can do with the tender?

MR ANGELO AGRIZZI: That is correct Chair.

CHAIRPERSON: That it is unlikely that other companies would have, is that right?

MR ANGELO AGRIZZI: That is correct. Would you like me to give you examples?

CHAIRPERSON: Ja give examples one or two?

MR ANGELO AGRIZZI: So one of them would be that they had to have worked in a secure care environment.

CHAIRPERSON: They have – they had to have what?

10 **MR ANGELO AGRIZZI**: The applicant would have to have worked in a secure care environment. In other words a prison.

CHAIRPERSON: Ja in other words?

MR ANGELO AGRIZZI: Or a detention facility.

CHAIRPERSON: Oh.

MR ANGELO AGRIZZI: So that you had the skill and training to work with offenders or amongst offenders.

CHAIRPERSON: Oh.

MR ANGELO AGRIZZI: Another point would have national key points that you must be a national key points accredited service provider. There is not many people that have
20 that. So those are the restrictive clauses that were put in.

ADV PAUL PRETORIUS SC: At whose for instance.

CHAIRPERSON: Okay thank you.

MR ANGELO AGRIZZI: At the instance of Mr Watson and Mr Mansell.

ADV PAUL PRETORIUS SC: And of course you have already told the Chair that Bosasa had through one its company's involvement in the Lindela Repatriation Centre

which was a care environment?

MR ANGELO AGRIZZI: Correct Chair.

ADV PAUL PRETORIUS SC: Did you receive any further information from the Department of Correctional Services in the process of drafting the specifications?

MR ANGELO AGRIZZI: Well Department of Correction has supplied Mansell with an overview of their needs and more or less what they needed to be achieved and I then used Johannesburg Correctional Facility to model it and to provide the blueprint around it.

ADV PAUL PRETORIUS SC: Right did you do as you were told?

10 **MR ANGELO AGRIZZI:** Always.

ADV PAUL PRETORIUS SC: Did you produce the specifications ...(indistinct).

MR ANGELO AGRIZZI: Yes I did.

ADV PAUL PRETORIUS SC: And to whom did you give it?

MR ANGELO AGRIZZI: It was mailed.

ADV PAUL PRETORIUS SC: No before it was mailed?

MR ANGELO AGRIZZI: I gave it to Gavin Watson.

ADV PAUL PRETORIUS SC: Did you show it to anyone?

MR ANGELO AGRIZZI: Who would have a look at it?

ADV PAUL PRETORIUS SC: And did he approve it?

20 **MR ANGELO AGRIZZI:** He was not very interested but he said it was fine I must just send it to Danny and to Patrick.

ADV PAUL PRETORIUS SC: Alright so this document was sent to the same two email addresses as you referred to in paragraph 25.16?

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: And you told the Chair that these were the email

addresses of Gillingham and Mansell respectively although you could not remember which was which?

MR ANGELO AGRIZZI: I cannot.

CHAIRPERSON: Please remind me maybe I have forgotten now who was Danny?

You said he asked you to send to Danny and to Mr Gillingham?

MR ANGELO AGRIZZI: I do not know which one was Stokkies and which one was Kobus so it was Danny Mansell and Patrick Gillingham.

CHAIRPERSON: Okay thank you.

ADV PAUL PRETORIUS SC: We will find that out later in the evidence.

10 **CHAIRPERSON:** Ja thank you.

ADV PAUL PRETORIUS SC: After ...[intervenes].

CHAIRPERSON: No I think what created the problem for me is that to the – all along in respect of Mr Mansell you said – you used the surname.

MR ANGELO AGRIZZI: Yes.

CHAIRPERSON: But then now you said Danny and I did not know who is Danny.

MR ANGELO AGRIZZI: Sorry Chair.

CHAIRPERSON: Ja.

MR ANGELO AGRIZZI: I am not used to these cross-questioning and ...

20 **CHAIRPERSON:** Ja, okay, alright. Well we have five minutes to go and then it will be fine for the day.

MR ANGELO AGRIZZI: No problem.

CHAIRPERSON: Thank you.

ADV PAUL PRETORIUS SC: Subsequent to your preparation of the specifications document was an invitation to bid advertised by the Department of Correctional Services?

MR ANGELO AGRIZZI: Could you repeat that question, subsequent?

ADV PAUL PRETORIUS SC: You prepare the specifications document?

MR ANGELO AGRIZZI: Yes.

ADV PAUL PRETORIUS SC: You send it to Mr Mansell and Mr Patrick Gillingham?

MR ANGELO AGRIZZI: Correct.

ADV PAUL PRETORIUS SC: Mr Gillingham is employed at that stage by the Department of Correctional Services?

MR ANGELO AGRIZZI: Correct.

ADV PAUL PRETORIUS SC: Then as I understand your evidence the Department of
10 Correctional Services actually issue an invitation to bid in relation to those very specifications which you have drafted?

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: Do you recall when the invitation to bid was advertised?

MR ANGELO AGRIZZI: If I remember correctly I think it was the 4 February 2005.

ADV PAUL PRETORIUS SC: Right did you then receive an instruction from Gavin Watson in relation to that invitation to bid?

MR ANGELO AGRIZZI: Well I was asked to bid under Bosasa Security PTY LTD.

ADV PAUL PRETORIUS SC: Did you carry out that instruction?

MR ANGELO AGRIZZI: I started to prepare for it yes.

20 **ADV PAUL PRETORIUS SC**: And before the document was submitted did..

MR ANGELO AGRIZZI: No – sorry Chair there – before the document was submitted and that is maybe why sometimes it gets confusing. Before the document was submitted, the actual bid document the last minute Gavin Watson said change it to a new company called Sondolo IT.

ADV PAUL PRETORIUS SC: Alright so the initial instruction was to respond to the

invitation to bid under the name of Bosasa Security PTY LTD?

MR ANGELO AGRIZZI: Correct.

ADV PAUL PRETORIUS SC: Gavin Watson then intervened before the tender documents were submitted and said we must establish a new company?

MR ANGELO AGRIZZI: Correct.

ADV PAUL PRETORIUS SC: And the new company established at that stage was Sondolo IT PTY LTD?

MR ANGELO AGRIZZI: That is correct.

10 **ADV PAUL PRETORIUS SC**: This required amendments presumably to the bid documents, correct?

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: And were these effected, it should read effected with an e not an a but they were effected and the application was submitted?

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: Alright. What happened in regard to the award of the contract?

MR ANGELO AGRIZZI: It was about the April 2005 we were actually awarded that contract.

ADV PAUL PRETORIUS SC: Sondolo IT PTY LTD?

20 **MR ANGELO AGRIZZI**: That is correct, that is correct.

ADV PAUL PRETORIUS SC: And for what period was the contract awarded?

MR ANGELO AGRIZZI: The contract's initial period was a two year contract. It was then later expanded.

ADV PAUL PRETORIUS SC: In what respect was it expanded?

MR ANGELO AGRIZZI: Well it was all well and fine that they had this beautiful system but they did not have anybody to manage it so that it was extended in terms of a control room contact and where we basically were paid to manage control rooms for the department.

ADV PAUL PRETORIUS SC: At how many sites?

MR ANGELO AGRIZZI: At – if I recall correctly it is 66 sites.

ADV PAUL PRETORIUS SC: Right and what was the value of that expansion?

MR ANGELO AGRIZZI: Just that value was about R240 million around there.

ADV PAUL PRETORIUS SC: Alright is that the figure referred to in paragraph 26.9?

10 **MR ANGELO AGRIZZI:** My correction R236 997 385, 31.

CHAIRPERSON: This amount is quite a big amount but maybe not by Bosasa standards. Was it as far as you are concerned the true value of the contract or was there any act of inflation? Now I am talking about this one but maybe you can enlighten me on others as well because some of these contracts that Bosasa seems to have been awarded at Correctional Services and the one in the Department of Justice in 2013 the amounts seemed quite large but it maybe that they were – they reflected the true value but I just want to find out from you?

MR ANGELO AGRIZZI: Chair they had captured the department. So the – it was inevitable that the R236 million which was budgeted was going to be exceeded. They –
20 who was going to – you see Chair if I may explain? You had this beautiful system, state of the art but who was actually going to run it? We knew at that stage that unless they took the proper measures and employed the right staff that the system would fall flat. So you had them in your clutches because now you would have to employ people and train them up to actually run the system and keep them there for the rest of time.

CHAIRPERSON: But – but does that talk to the question of whether there was inflation?

MR ANGELO AGRIZZI: Yes.

CHAIRPERSON: At the beginning?

MR ANGELO AGRIZZI: Yes.

CHAIRPERSON: Okay, okay.

MR ANGELO AGRIZZI: Because you now had to pay and I think the amount that they paid every month was an additional R7.8 million rand per month. Because now you had to staff it. So it was never budgeted for.

10 **CHAIRPERSON:** That is in regard to this one. Now in regard to the others that were – other contracts that you awarded to Bosasa by Correctional Services.

MR ANGELO AGRIZZI: Yes Chair.

CHAIRPERSON: And the one by the Department of Justice and Constitutional Development in 2013 are you able to say that in regard to those two there was inflation of prices or not really?

MR ANGELO AGRIZZI: There was most definitely.

CHAIRPERSON: There was?

MR ANGELO AGRIZZI: Correct.

CHAIRPERSON: Thank you.

20 **ADV PAUL PRETORIUS SC:** In relation to the expansion to include the staffing of the control rooms at 66 sites you will recall right in the beginning of your evidence we told the Chair that there was some expansions that were authorised by the original tender documents and some were not and therefore would have to go out to new tender?

MR ANGELO AGRIZZI: Correct.

ADV PAUL PRETORIUS SC: What was the case here? Was this expansion

authorised?

MR ANGELO AGRIZZI: It was an emergency so it would have been authorised automatically. So it was an emergency for – because they needed to run the control rooms. So it was authorised in terms of the departments' processes but it never went out on tender.

ADV PAUL PRETORIUS SC: Right.

MR ANGELO AGRIZZI: For the staffing.

ADV PAUL PRETORIUS SC: So you would have responded to an invitation to bid at a certain price which was apparently budgeted for?

10 **MR ANGELO AGRIZZI:** Correct.

ADV PAUL PRETORIUS SC: By the Department of Correctional Services?

MR ANGELO AGRIZZI: Correct.

ADV PAUL PRETORIUS SC: But then later as you knew would happen the requirement for further expenditure on the part of the department entered the scene and you benefitted then from the extension of the staffing or the extension of the contract in relation to staffing?

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: Right and the value of that was over R236 million per annum?

20 **MR ANGELO AGRIZZI:** Potentially – I need to.

ADV PAUL PRETORIUS SC: Or overall for the two years?

MR ANGELO AGRIZZI: No that is over two years.

ADV PAUL PRETORIUS SC: Right. After the award of that contract were you called into a meeting?

MR ANGELO AGRIZZI: Yes I was.

ADV PAUL PRETORIUS SC: What happened at that meeting?

MR ANGELO AGRIZZI: At the meeting I was told by Ishmael Dekhane who was at that stage Mncwaba Gumede and Leshabane that I was doing a phenomenal job and I was told to trade in my old Audi A6 for a new Audi A6 and the company would basically cover the shortfall which they did with everybody but specifically – specific here it was mine. They would cover the shortfall it was about R174 000,00 and Dr Smith handled the whole transaction.

ADV PAUL PRETORIUS SC: You mentioned the name Ishmael Dekhane and the name Mncwaba, the latter name was that his name at the time – surname at the time?

10 **MR ANGELO AGRIZZI:** Correct. That is correct.

ADV PAUL PRETORIUS SC: That is M-n-c-w-a-b-a, is that correct?

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: In short are you telling the Chair that you were awarded for all the good you had done for Bosasa in relation to the evidence you have just given?

MR ANGELO AGRIZZI: Most definitely.

CHAIRPERSON: This might not – or let me ask. Are you sure that with regard to Mncwaba the last letter is a and not e?

MR ANGELO AGRIZZI: Chair I would have to check.

20 **CHAIRPERSON:** You would have to check, okay.

MR ANGELO AGRIZZI: Sorry.

CHAIRPERSON: Okay.

MR ANGELO AGRIZZI: We had

CHAIRPERSON: It might be a but I know – I know Mncwabe with an e so.

MR ANGELO AGRIZZI: I am not too sure.

CHAIRPERSON: Okay no that is fine I just wanted to make sure that we get that right if it is e.

MR ANGELO AGRIZZI: Thank you.

ADV PAUL PRETORIUS SC: Is that a convenient time Chair?

CHAIRPERSON: Yes. We will take – we will adjourn for today. Mr Pretorius and Mr Agrizzi.

ADV PAUL PRETORIUS SC: We have an hour to make up.

CHAIRPERSON: Ja we have an hour to make up but I think I had indicated that we would start early tomorrow – earlier than normal tomorrow maybe at nine in order to do
10 that but I would like to change that and suggest that we add the hour from four to five if possible tomorrow. Would that be okay with you Mr Agrizzi?

MR ANGELO AGRIZZI: As it pleases the Chair.

CHAIRPERSON: Thank you. And Mr Pretorius would that be alright?

ADV PAUL PRETORIUS SC: Yes that is absolutely fine.

CHAIRPERSON: Okay so tomorrow morning we start at ten. I just need to attend to something relating to the commission. So if we start at nine I will not have that time.

MR ANGELO AGRIZZI: Yes and you had a statement that you were going to make tomorrow.

CHAIRPERSON: Ja but I have got something else also that will need my attention.
20 Okay thank you we adjourn now and we will resume tomorrow at ten o'clock. We adjourn.

MEETING ADJOURNS TO 22 NOVEMBER 2019

COMMISSION OF INQUIRY INTO STATE CAPTURE

HELD AT

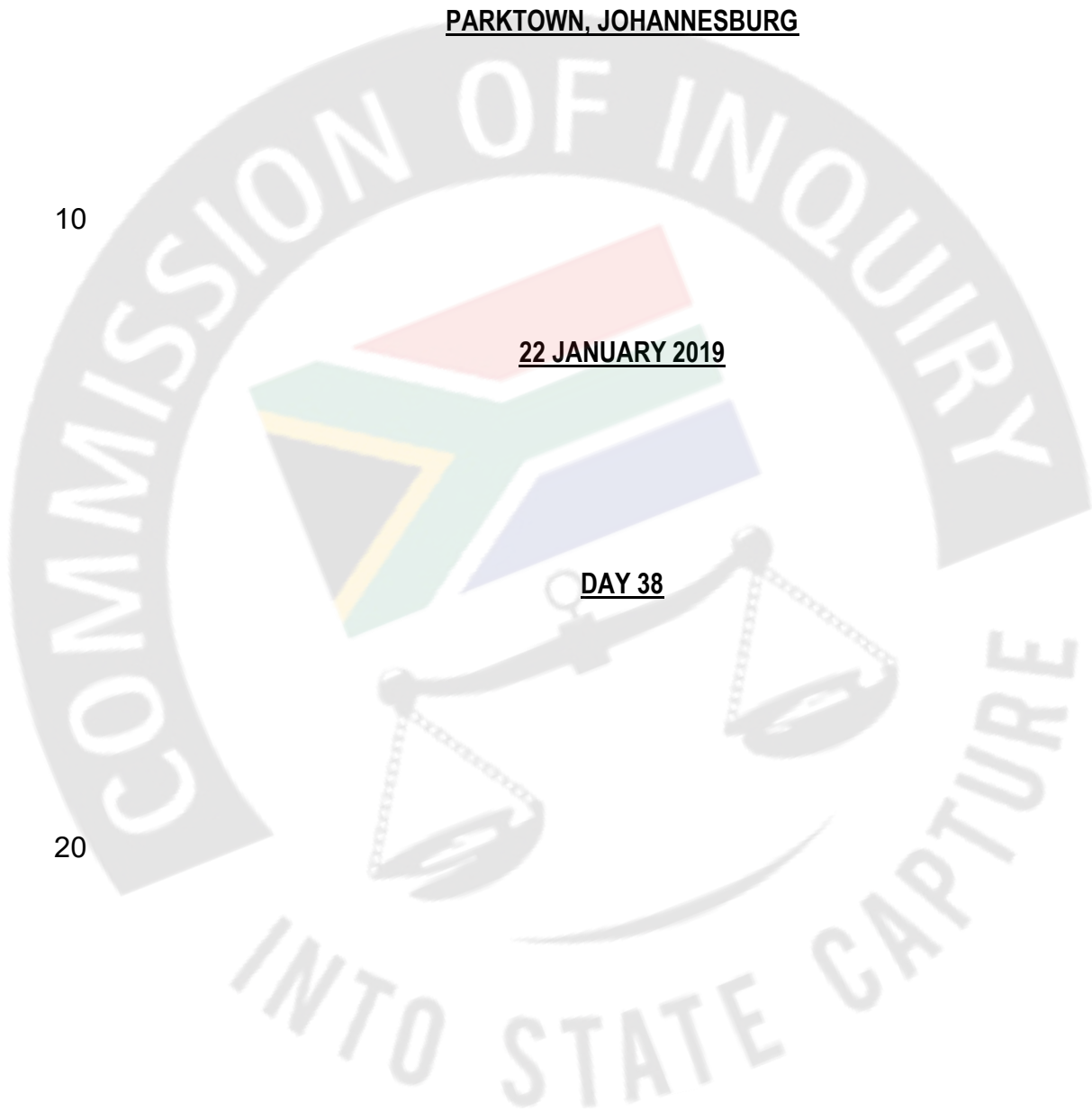
PARKTOWN, JOHANNESBURG

22 JANUARY 2019

DAY 38

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ADV PAUL PRETORIUS SC: There are two possible scenarios. The Bosasa decision makers could have been very confident that they would persuade Correctional Services to issue a tender and therefore it would be worthwhile to go to these great lengths to prepare for the provision of such services. Alternatively the decision makers and Bosasa could have known that such a tender was about to be issued. Do you know which, and the former situation would arise where there was a degree of influence exercised by Bosasa over Department of Correctional Services Officials, but you tell the Chair if you know anything about...[intervenes].

MR ANGELO AGRIZZI: Chair this was ...[intervenes].

10 **ADV PAUL PRETORIUS SC:** What was happening between Bosasa and Correctional Services before the tender was issued.

MR ANGELO AGRIZZI: Chair this, and I am being frank, because what you said this morning was so true. I did not come here to be crucified by the press. I came here to rid this country and to try and help free us of all the corruption that is killing us and is destroying our future of our kids. So the answer is very simply this was ...[indistinct] Correctional Service specifically Richmond Linda Mti and Patrick Gillingham would do as they were instructed as they had been captured by Gavin Watson, Danny Mansell and Bosasa including myself.

CHAIRPERSON: So ...[intervenes].

20 **MR ANGELO AGRIZZI:** Does that answer the question?

CHAIRPERSON: Yes. I am sure, I am sure if it does not Mr Pretorius will ask further questions if he wants you to give more. So basically what you are saying is there was a discussion involving Bosasa and Correctional Services in the form of Mr Linda Mti and Mr Gillingham that had preceded this arrangements being made.

MR ANGELO AGRIZZI: Correct and the rest of my affidavit ...[intervenes].

So I designed a system like that for them.

CHAIRPERSON: You designed it?

MR ANGELO AGRIZZI: Well together with assistance yes.

CHAIRPERSON: Yes, okay.

MR ANGELO AGRIZZI: But the, can I continue?

CHAIRPERSON: Yes.

ADV PAUL PRETORIUS SC: Just deal with the rating requirement please?

MR ANGELO AGRIZZI: Okay, so the rating of the system would have to be an IP65 which is Ingress Protection 65, which means that the unit had to be waterproof and
10 vandal resistant, so it was a unit that we needed to make sure that nobody could break it, nobody could tamper with it and nobody could splash water on it, because it will become very expensive to repair.

Can I continue?

ADV PAUL PRETORIUS SC: Yes, and would you just tell the, Chair, when you continue how it came about that you received instructions to design this system?

MR ANGELO AGRIZZI: Well Mansell and Gavin Watson indicated to me that that department, because obviously they were talking a lot with Richmond Mti who was the Commissioner, Patrick Gillingham who was then made the CFO. So they said that Correctional Services had surplus funds in their budget and they needed to use it
20 quickly and the problem with that is, if they do not use their funding, this is what I was told, it goes back to Treasury and it goes back into the big pot and somebody else will get to it.

So what needed to happen was, they said to me I need to go ahead with the design of the television system and I must make sure that it has to incorporate a network that is interfaced, because in the future we can use that network. So set up

the infrastructure, the network infrastructure there and later on you can use that network infrastructure to – that you put in, to transmit the data on TV, which you can then use where you can at a later stage, you can then sell, on sell extra products that you cannot – sorry, to the system. Sorry, I am born in South Africa, but I talk with my hands. So unless I sit on my hands. Sorry, Chair.

So they wanted a network in there so that you could then plug in other value adds for instance, cell phone detection. One of them was video, thermal imaging, because sodomy was a major problem. We have been experiencing the same problem at the youth centres and you are allowed to, according to our law you are not allowed to
10 put cameras where people change or sleep, but you may put thermal imaging in, because you are not getting a clear picture, you are getting thermal imaging pictures. So that was one of the future plans as well.

So the whole idea was to create this network using the TV camera systems and create it so that we could plug in other internet protocol devices. Does that answer the question sir?

ADV PAUL PRETORIUS SC: Yes, thank you. Were there talks at the time about computerising the offender management system?

MR ANGELO AGRIZZI: Correct, at that stage as well one of the biggest problems in, because we were working daily with Correctional Services, we understood their issues.
20 One of the things that they had, needed, was an integrated computerised offender management system. So we were given the documents to design a system on what basis, on all the Correctional Services forms. I think Gillingham actually spent time with some of our people in the IT division, actually designing a system.

I do not know if it has been implemented yet, but it was a fully encompassing system that designed from the offenders court appearances right the way through to

what to do with his body if he needed to be buried or repatriated.

ADV PAUL PRETORIUS SC: Alright. You have told the, Chair, that you, in conjunction with others did in fact design such a system?

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: Your design I presume was incorporated in a single document?

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: What did you do with that document?

MR ANGELO AGRIZZI: That document was given to Danny Mansell and was –
10 became part of a tender specification.

ADV PAUL PRETORIUS SC: Was it given to anyone else?

MR ANGELO AGRIZZI: It was, if I remember correctly, sorry I just want to catch up with my notes, you are going a bit fast.

ADV PAUL PRETORIUS SC: Paragraph 28.3?

MR ANGELO AGRIZZI: Sorry, it was given – after the design was done it was given to Mansell and to Gillingham, the same process, but by then they had realised that I knew about it, so I would put it on a disc and just hand it over to them.

ADV PAUL PRETORIUS SC: Did you then receive an instruction from Gavin Watson?

MR ANGELO AGRIZZI: Yes.

20 **ADV PAUL PRETORIUS SC:** What was that instruction?

MR ANGELO AGRIZZI: Well the instruction was that the specifications I had to draw up the actual nitty gritty specifications and the diagrams and the component level diagrams for the tender specification. So I asked one of the manufacturers who is actually innocent in this, but I asked them to assist me in drafting the actual – because they are diagrams, they are plans, that type of thing, and that was Elandre Fourie from

Pinnacle Micro at that stage.

ADV PAUL PRETORIUS SC: Alright.

CHAIRPERSON: You told us earlier on when we were dealing with the fencing...[intervenes]

MR ANGELO AGRIZZI: Yes, Chair?

CHAIRPERSON: Projects that at that time the National Commissioner of the Department of Correctional Services was Mr Richmond Mti, is that right?

MR ANGELO AGRIZZI: That is correct sir.

CHAIRPERSON: When this one was happening that you are now testifying about was
10 he still the National Commissioner of Correctional Services?

MR ANGELO AGRIZZI: That is correct sir.

CHAIRPERSON: Thank you.

ADV PAUL PRETORIUS SC: Now what you have related to the, Chair, in relation to the discussions that took place involving amongst others Mr Gillingham in regard to the design of a system?

MR ANGELO AGRIZZI: Yes sir.

ADV PAUL PRETORIUS SC: Which you have described and in regard to a preparation of a specifications document, when all this occurred had an invitation to bid been advertised?

20 **MR ANGELO AGRIZZI:** The invitation to bid was only advertised after the planning had gone into it, but ...[indistinct] to the fencing won the bid. Document was only issued out, advertised on 14 October 2005.

ADV PAUL PRETORIUS SC: And at that time everything that you have narrated to the, Chair, about this contract had already taken place?

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: Did you receive an instruction to respond to the invitation to bid?

MR ANGELO AGRIZZI: Everything I did was based on instruction, Chair, that is correct.

ADV PAUL PRETORIUS SC: And did a Bosasa company respond to the invitation?

MR ANGELO AGRIZZI: No, it was done through Sondolo IT which was a recently established company that was set up.

ADV PAUL PRETORIUS SC: Now when you say Bosasa did not and Sondolo IT did, you already told the, Chair, about Sondolo IT, but let us just remind him. Did Sondolo It
10 have any relationship with Bosasa?

MR ANGELO AGRIZZI: It is one and the same, Chair. The easiest way for me to explain it, Chair, is to say that every single company in the group has one bank account and that is a singular bank account. So it all filters from all this, filters into one central bank account.

ADV PAUL PRETORIUS SC: So Sondolo IT Pty Ltd was part of the Bosasa stable?

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: Alright. Did you know when you received the instruction from Gavin Watson what the likelihood was of Sondolo IT being awarded the contract?

MR ANGELO AGRIZZI: It was a given.

20 **ADV PAUL PRETORIUS SC:** Alright, how do you know that?

MR ANGELO AGRIZZI: Because it was prepped before the time, it was – everybody knew that this was going to happen. You know the famous words were do not worry about it my mate, I have got it under control we will get it. That is how it went.

ADV PAUL PRETORIUS SC: And was Sondolo IT Pty Ltd ultimately awarded the contract?

MR ANGELO AGRIZZI: On 3 March 2006.

ADV PAUL PRETORIUS SC: That is about five months in this case after the advertisement of the invitation to bid.

MR ANGELO AGRIZZI: Correct.

ADV PAUL PRETORIUS SC: Alright.

CHAIRPERSON: Let me just go back a bit to the issue of one account. As I understand you, you were saying there may have been a number of companies under Bosasa, but they shared one account, bank account, is that right?

MR ANGELO AGRIZZI: Correct, Chair.

10 **CHAIRPERSON**: That bank account who was the holder of that account, or which company has its name on that account?

MR ANGELO AGRIZZI: If I recall correctly and I am sure I am right it was Bosasa Operations Pty Limited. I never had access to that account, but I recall that was the account.

CHAIRPERSON: Okay, thank you.

ADV PAUL PRETORIUS SC: The initial contract value of the contract in relation to the television services, what was that value?

MR ANGELO AGRIZZI: It was R224 364 480.

ADV PAUL PRETORIUS SC: Alright. Was that the annual amount or is that the total
20 amount certainly at that stage?

MR ANGELO AGRIZZI: That was as I mentioned earlier, Chair, where it all started. It then needed to grow.

ADV PAUL PRETORIUS SC: Alright, let us move on then to a different topic. You deal with in paragraph 29 of your affidavit and it concerns Mr Mti and what occurred during 2006, would you tell the, Chair, please of what happened?

MR ANGELO AGRIZZI: Well in 2006 I remember it was actually very comical, because poor Tony Perry had to subject himself to prayer meetings every morning and he did not enjoy it and he would complain excessively, but he was asked by Gavin Watson to register Mti's company called Leonora Investments. Leonora is basically Richmond Mti's mother's or late mom's name, but I remember it vividly, because of the fact that poor Tony Perry was an elderly man would have to come in and get on his knees and he complained that his knees would get very sore in the prayer meeting.

ADV PAUL PRETORIUS SC: Tony Perry was the company secretary?

MR ANGELO AGRIZZI: That is correct.

10 **ADV PAUL PRETORIUS SC**: Do you know why the company was to be registered?

MR ANGELO AGRIZZI: I do not know why.

ADV PAUL PRETORIUS SC: Alright. Alright, and then you deal in paragraph 29.2 with events that took place during July 2007 in relation to the catering tender.

MR ANGELO AGRIZZI: Correct.

ADV PAUL PRETORIUS SC: Is that the catering tender of which we have spoken?

MR ANGELO AGRIZZI: Correct.

ADV PAUL PRETORIUS SC: What happened?

MR ANGELO AGRIZZI: Well the catering tender, the one that started in July – during July 2007, the catering tender was extended for a further year, as it was about to expire
20 in September of 2007, so it was then also then further extended by another six months. The person that ensured that it got extended was a lady by the name of Nontsikelelo Jolingana and she was the acting head at that stage of the bid adjudication committee of DCS.

ADV PAUL PRETORIUS SC: That name Nontsikelelo would you spell it please?

MR ANGELO AGRIZZI: Nontsikelo[spelt].

ADV PAUL PRETORIUS SC: Jolingana.

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: Do you know which position she held?

CHAIRPERSON: Sorry, I thought you were spelling Nontsikelelo?

MR ANGELO AGRIZZI: Nontsikelelo.

CHAIRPERSON: Oh, the name is here, I am sorry I did not see that. Nontsikelelo. It is in 29.2.

MR ANGELO AGRIZZI: Correct.

ADV PAUL PRETORIUS SC: Are you sure of that spelling?

10 **MR ANGELO AGRIZZI:** I am not sure of the spelling.

ADV PAUL PRETORIUS SC: I am instructed that you may be correct, Chair, it may be Nontsikelelo.

CHAIRPERSON: It may be Nontsikelelo that is a normal name rather than Nontsikelo.

ADV PAUL PRETORIUS SC: We will check that.

MR ANGELO AGRIZZI: My apologies if the name is incorrect.

CHAIRPERSON: No, that is fine.

MR ANGELO AGRIZZI: But I actually you know when one starts to read through this, Chair, sorry...[intervenes]

CHAIRPERSON: Yes?

20 **MR ANGELO AGRIZZI:** One starts to remember things and it reminds you.

CHAIRPERSON: Yes?

MR ANGELO AGRIZZI: I actually recall in the meeting when this was extended that there was an objection at the time from the Jennie Schreiner and there was another person that objected and there was a big feral about this. So perhaps, I do not know if the investigation team just wants to check up, there are minutes to that.

ADV PAUL PRETORIUS SC: Let us just deal with that in a little more detail then. You say there was an objection from amongst others Jennie Schreiner?

MR ANGELO AGRIZZI: Yes.

ADV PAUL PRETORIUS SC: What position did she hold at the time?

MR ANGELO AGRIZZI: She was at a senior level, I do not know exactly what position she held, but I do recall getting a call saying that this whole thing is not going down very well with everybody to have the extension and they should have put it out on tender, which is correct.

CHAIRPERSON: Was she within Bosasa or from within Correctional Services?

10 **MR ANGELO AGRIZZI:** No, she was in Correctional Services. Sorry, it just jogged my memory now.

CHAIRPERSON: No, that is fine.

MR ANGELO AGRIZZI: But she assisted, well not assisted, she was against going against the protocol that should have been followed.

CHAIRPERSON: Yes.

MR ANGELO AGRIZZI: So I recall that. Sorry.

CHAIRPERSON: But she was raising that objection in a meeting?

MR ANGELO AGRIZZI: Yes.

CHAIRPERSON: In a meeting?

20 **MR ANGELO AGRIZZI:** Yes, it was in the actual meeting.

ADV PAUL PRETORIUS SC: Let us just clarify your evidence then in that regard, because we do not want to get it wrong. You have not mentioned Ms Schreiner's name before. You say, if I heard you correctly she was against the protocol that should have been implemented?

MR ANGELO AGRIZZI: Correct.

ADV PAUL PRETORIUS SC: And then you say she objected to the improper extension of the contract. Please clarify?

MR ANGELO AGRIZZI: She was not happy that the contract would be extended like this. It needed to go out to tender again.

ADV PAUL PRETORIUS SC: Alright.

MR ANGELO AGRIZZI: I remember that.

ADV PAUL PRETORIUS SC: So the two extensions that you have referred to in paragraph 29.2?

MR ANGELO AGRIZZI: Yes.

10 **ADV PAUL PRETORIUS SC:** I understand your evidence to be these extensions should have gone out for further tender?

MR ANGELO AGRIZZI: That is correct, Chair.

ADV PAUL PRETORIUS SC: They did not and the contract was merely extended for the benefit of the Bosasa stable?

MR ANGELO AGRIZZI: Chair, that is correct. I do not want to confuse issues by just giving this information right now, but it came to my memory and I thought let me just give it to you so that you can – the team can collaborate that what we are putting before you is the truth.

ADV PAUL PRETORIUS SC: No, that is in order.

20 **CHAIRPERSON:** Now, I am sorry Mr Pretorius. So are you saying that the decision to extend that contract was taken in a meeting and you must – can you just say who was at that meeting if you are able to remember?

MR ANGELO AGRIZZI: Chair, ...[intervenes]

CHAIRPERSON: Or at least some of the people?

MR ANGELO AGRIZZI: Chair, there were two/three – there were two people at the

meeting that I know of.

CHAIRPERSON: *Ja.*

MR ANGELO AGRIZZI: And then the other members of the bid adjudication committee would have been there, but the record is there. We can pull the record.

CHAIRPERSON: Oh, okay.

MR ANGELO AGRIZZI: And we can verify it.

CHAIRPERSON: Okay, okay, alright.

ADV PAUL PRETORIUS SC: And you say that at that meeting, well there must have been more than one meeting, because the contract was extended twice?

10 **MR ANGELO AGRIZZI:** Correct.

ADV PAUL PRETORIUS SC: But at one meeting several members of the Correctional Services bid adjudication committee were present?

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: And indeed the contract was extended on two occasions?

MR ANGELO AGRIZZI: Correct.

ADV PAUL PRETORIUS SC: First for a year and then for a further six months?

MR ANGELO AGRIZZI: That is correct.

20 **ADV PAUL PRETORIUS SC:** And that at some stage during that whole process an objection was lodged by Ms Schreiner?

MR ANGELO AGRIZZI: The objection was lodged for the record on the first extension which was a year extension.

ADV PAUL PRETORIUS SC: Alright.

CHAIRPERSON: But you might need just to be careful with the word lodged, because Mr Pretorius had just used the word lodged in his question. You had simply said that

she objected now?

MR ANGELO AGRIZZI: Yes.

CHAIRPERSON: Now if you talk about lodging that implies there was a document containing the objection, is that what happened?

MR ANGELO AGRIZZI: I do not know about that. I know that she raised an objection.

CHAIRPERSON: She raised an objection?

MR ANGELO AGRIZZI: Yes, and I think let us stick to that.

CHAIRPERSON: Yes, okay.

ADV PAUL PRETORIUS SC: But this matter was investigated.

10 **CHAIRPERSON**: Yes.

ADV PAUL PRETORIUS SC: But...[intervenes]

CHAIRPERSON: You base it on knowledge?

ADV PAUL PRETORIUS SC: I understand the point you are making.

CHAIRPERSON: Yes, on knowledge that you have. Okay, alright, yes?

ADV PAUL PRETORIUS SC: I am not sure, I must stress it.

CHAIRPERSON: Okay, but at least as far as Mr Agrizzi is concerned Ms Schreiner raised an objection.

ADV PAUL PRETORIUS SC: Correct.

CHAIRPERSON: In what form might be another issue.

20 **ADV PAUL PRETORIUS SC**: Yes, let us ignore the word that I used, Chair.

CHAIRPERSON: Yes, okay.

ADV PAUL PRETORIUS SC: Did Mr Mti eventually resign as Commissioner of Correctional Services?

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: Do you know when that occurred?

MR ANGELO AGRIZZI: I think, Chair, that was in November 2006.

ADV PAUL PRETORIUS SC: Alright. Until then had you had any direct contact with Mr Mti?

MR ANGELO AGRIZZI: No, I had not.

ADV PAUL PRETORIUS SC: Did you have any indirect dealings with him?

MR ANGELO AGRIZZI: I just assisted with things that I was told to do by Mr Watson, assistance in terms of documents or if he needed some information or research done I would do it for him.

ADV PAUL PRETORIUS SC: Alright. Now you have told the, Chair, that
10 from...[intervenes]

CHAIRPERSON: Okay, I am sorry Mr Pretorius. I am just looking at 29.5 with regard to Mr Mti's resignation and what you said. You have just told us that he resigned you think around November 2006. The first line of sentence of 29.5 says after Mti's resignation, during approximately 2007, I met Mti. So the one idea that came to my mind is that the approximately 2007 related to the resignation, but it is possible that you – it is there to say when you met Mti for the second time?

MR ANGELO AGRIZZI: Yes, so it is November 2006 and then in 2007 of the new year that is when I met him.

CHAIRPERSON: That was the second meeting.

20 **MR ANGELO AGRIZZI**: So what I mean by that is during approximately 2007 it was the second meeting.

CHAIRPERSON: But what I am saying is that period that you are talking about?

MR ANGELO AGRIZZI: Yes.

CHAIRPERSON: Approximately 2007 does not relate to the resignation?

MR ANGELO AGRIZZI: No.

CHAIRPERSON: It relates to your second meeting with Mr Mti?

MR ANGELO AGRIZZI: Correct.

CHAIRPERSON: Okay, alright.

MR ANGELO AGRIZZI: Yes, so it should have read after 2006 during 2007, that is what it should say.

CHAIRPERSON: Okay, okay.

ADV PAUL PRETORIUS SC: Let us go back one paragraph, we have not dealt with that. You have told the, Chair, that from time to time there would be negative publicity concerning Bosasa and its activities and in particular its relationship with government departments?

MR ANGELO AGRIZZI: That is correct, Chair.

ADV PAUL PRETORIUS SC: Do you recall more or less when the first media publication of this nature occurred?

MR ANGELO AGRIZZI: It happened in about 2005, Chair. That is where it really started and it was predominantly the Beeld and Die Burger, it was Karien du Plessis and Adriaan Basson and it is marked in my bundle as Annexure K.

ADV PAUL PRETORIUS SC: Yes, let us go then to page 345 of the bundle. At page 346 there is a collation on that page through to page 348 of the content of various press articles.

20 **MR ANGELO AGRIZZI:** That is correct.

ADV PAUL PRETORIUS SC: And if one took time to read them they are revelations in the press of the relationship between Correctional Services on the one hand and the Bosasa group of companies on the other.

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: And mentioned by name in those articles are amongst

other persons Mr Gavin Watson, Mr Mti and Mr Patrick Gillingham.

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: Alright. Did these sorts of exposures of the Bosasa group of companies' activities continue?

MR ANGELO AGRIZZI: Most definitely. It was perpetual.

ADV PAUL PRETORIUS SC: And it was obviously a matter of some concern to Bosasa and its officials?

MR ANGELO AGRIZZI: Most definitely it was uncomfortable.

ADV PAUL PRETORIUS SC: Alright, then would you – the relevance of that will
10 become apparent later, but would you then go on to talk of the meeting with Mr Mti during 2007? You have highlighted this for the, Chair, already.

MR ANGELO AGRIZZI: Chair, during 2007 it was – I cannot remember exact dates and that. I met Mr Mti for the second time so I would, it was in the morning sometime I went with Mr Watson to Richmond Mti's house in Savannah Hills Estate and I was informed, we sat outside waiting, because he had gone on a morning walk I think and we sat outside waiting and Gavin said you see this beautiful house, he was actually being vicarious and said you build for this politician meaning that you know he was being, he was saying that we worked and we earned the money and he would say that you actually build it, because it was an expensive house.

20 So I was also informed that all the furnishings in the house had been done and later on the scheme when the SIU report broke and that and everything started coming out I was then only really informed of the scheme that happened. Until that time I did not know how they had done it. I suspected that there was bribery in terms of Richmond Mti and the house and all that, but I did not have a clue who had organised it, how it had been done, it was very secretive.

ADV PAUL PRETORIUS SC: Well you provide detail on page 59 and perhaps you should place that on record.

MR ANGELO AGRIZZI: Well there is a company called Riekele Construction.

ADV PAUL PRETORIUS SC: Riekele[spelt].

MR ANGELO AGRIZZI: That is the correct spelling there Riekele. Riekele[spelt] which is operated by a gentleman of the name of Riaan Hoeksma. He did not only build that house, but he also was involved with the building of the house for Gillingham and Gillingham's house was at Midstream Estates. It was I think Hartengate, I cannot remember, obviously I am not going to give out the actual addresses, because that
10 would put them at risk and that type of thing.

So, at this stage Riekele Construction had been given a lot of work by Bosasa. He was busy revamping certain parts of Lindela. Then we bought up two hostels, the old hostels, one is – one was called Two North and so they were doing a lot of work and there was a lot of building taking place. So all the payment of these costs of these houses the construction of them was done via Bosasa through Riekele or whatever, but the payment of these costs of the houses done by Bosasa was done via a company which Danny Mansell had set up to handle this type of thing and was called Prande Four Pty Limited.

ADV PAUL PRETORIUS SC: Prande Four[spelt]?

20 **MR ANGELO AGRIZZI:** Grande[spelt], okay, is that fine?

ADV PAUL PRETORIUS SC: Yes, thank you.

CHAIRPERSON: Yes, yes.

MR ANGELO AGRIZZI: Subsequently false invoices were submitted then by Grande Four to Bosasa. So the reason I know about Grande Four is, because when we had to do a clean-up we had to specifically go look for Grande Four and we had to

take the invoices out, we had to change them manually as well.

So they then submitted these false invoices into the books with the original ones were destroyed when the SIU report started coming out.

CHAIRPERSON: I am sorry just repeat that about the invoices being changed?

MR ANGELO AGRIZZI: So what happened was when we got wind of the SIU Report coming out we had to look for every single aspect that could be used to nail Bosasa especially Gavin and Danny Mansell. So what had to happen was we had to drill down - the computerised system is called Great Plains Dynamics. So we would have to drill down. You would do a search, Gillingham. So you type in Gillingham in searches and
10 it would show up certain invoices. Those invoices the detail on them would say this was for Richmond Mti. He wanted his room a little bit bigger. So we built an extra 400 m² onto the house so that he had his own private swimming pool inside and all that detail was there. So that detail had to be removed and a dummy invoice put in its place which said work at Lindela. We built a stadium for the detainees to play soccer in. So we swopped the invoice, because your reference cannot be taken off the Microsoft System at that stage. So that is why there were fraudulent invoices going around, but it would need really forensic work and I mean that is why I have tendered my assistance to assist there.

CHAIRPERSON: Yes.

20 **MR ANGELO AGRIZZI:** Does that clarify it for you Chair?

CHAIRPERSON: Yes, thank you. Thank you, it does. Thank you. You may proceed or ...[intervenes].

ADV PAUL PRETORIUS SC: Was another method used to conceal expenses? You referred to that in the last sentence of paragraph 29.5.1.

MR ANGELO AGRIZZI: Yes. So what would happen is and there was one specific

example with a mezzanine floor that needed to be built and concrete needed to be thrown where our ...[intervenes].

ADV PAUL PRETORIUS SC: Where?

MR ANGELO AGRIZZI: Sorry.

ADV PAUL PRETORIUS SC: Where was this mezzanine floor?

MR ANGELO AGRIZZI: This was at, at one of the construction sites at Leopards Vlei.

If you want the detail I can give you the detail Chair.

ADV PAUL PRETORIUS SC: No, it is not necessary.

MR ANGELO AGRIZZI: Okay.

10 **ADV PAUL PRETORIUS SC:** Sorry, you were going to talk of a method of invoicing that was used to ...[intervenes].

MR ANGELO AGRIZZI: Okay. Sorry you ...[intervenes].

ADV PAUL PRETORIUS SC: To conceal costs of the construction on of the houses.

MR ANGELO AGRIZZI: Okay. So basically they inflated those costs and then put some of the house costs through there.

ADV PAUL PRETORIUS SC: So for work being done by Bosasa by the Bosasa stable for a Government entity invoices would be inflated and the monies used to pay for the building of the houses of Messieurs Mti and Gillingham?

MR ANGELO AGRIZZI: That is correct.

20 **ADV PAUL PRETORIUS SC:** Then at 29.5.2 you talk about the registration of the Mti house in the name of a particular company. Would you tell the Chair about that please?

MR ANGELO AGRIZZI: Well it was a very, I do not think this does it justice at all and, and quite simply it cannot be explained. You know, one needs to do it forensically, but basically the house was registered in a company called Autumn Storm Investments which was a company which Riekele Construction had an interest in. That is how it

was registered. The whole idea was that there was a tender out, put out, for the accommodation of the National Commissioner at that stage. Riekele bid for it, got it and then just basically moved him into the house. So the tender came out – I would prefer if we do a forensic on that, but to put it in a nutshell a tender was promulgated and Riekele got the business. The house had been already built and all that happened then was Public Works entered into a rental agreement with Riekele and the department paid the rent every month for that property.

ADV PAUL PRETORIUS SC: And the name of that company as you record it here was Autumn Storm Investments 119 (Pty) Ltd.

10 **MR ANGELO AGRIZZI:** Correct.

ADV PAUL PRETORIUS SC: In regard to the furnishing and décor at what we have referred to as the empty house what were the arrangements?

MR ANGELO AGRIZZI: You know I am commenting Chair on this, because I found this out afterwards. I did not know what had actually happened there, but Bosasa paid for the furnishings of both the houses and Mark and Sharon Taverner owned and operated a company. I think it was ...[indistinct] or something like that which then sought to the furnishing and the decor and invoiced Bosasa for that.

ADV PAUL PRETORIUS SC: And did Bosasa pay for the furnishing and décor?

MR ANGELO AGRIZZI: Yes.

20 **ADV PAUL PRETORIUS SC:** You then refer in paragraph 29.5.4 to the rental arrangements in regard to the empty house. You have told the Chair what you say here that the house was rented by the Department of Correctional Services pursuant to some sort of tendering process as you put it.

MR ANGELO AGRIZZI: Chair that is correct.

ADV PAUL PRETORIUS SC: Right and you say that rent was paid by the Department

of Correctional Services to the company called Autumn Storm Investments 119 (Pty) Ltd?

MR ANGELO AGRIZZI: Yes. That is correct.

ADV PAUL PRETORIUS SC: And what happened to that rental monies to your knowledge?

MR ANGELO AGRIZZI: The agreement, the agreement according to Mti was that rental would accumulate and accumulate and eventually once Mti was out of politics and out of Government then he would be able to say it was a growing investment. He would be able to then access the funds.

10 **ADV PAUL PRETORIUS SC:** Who would access the funds?

MR ANGELO AGRIZZI: Mti.

ADV PAUL PRETORIUS SC: Do you know whether this ever happened or not?

MR ANGELO AGRIZZI: It would not have happened, because in 2009 with the release or 2007 with the release of the SUI Report they would not, I mean it would be too obvious.

ADV PAUL PRETORIUS SC: Right, so that was the agreement that was never implemented according to your evidence?

MR ANGELO AGRIZZI: That is correct, but it can be corroborated by the investigators.

20 **ADV PAUL PRETORIUS SC:** Was there also any agreement about the final fate of the ownership of the house?

MR ANGELO AGRIZZI: Well yes, the house was supposed to be transferred over to him. That never happened. I believe that, you know, the gentleman Riaan Hoeksma took advantage of the situation and sold the house.

ADV PAUL PRETORIUS SC: You have told the Chair that Mr Mti resigned as Commissioner in November 2006.

CHAIRPERSON: I am sorry before that, so after the house had been built and furnished that is Mr Mti's house is your evidence that the building, the building and the furnishing was never really paid for by Mti himself, but it was paid for by Bosasa?

MR ANGELO AGRIZZI: You are 100 percent.

CHAIRPERSON: Or he may have paid some portions or you do not know?

MR ANGELO AGRIZZI: Everything was paid by Mark and Sharon Taverner. The building was paid by Riekele Construction and there was rental paid by Correctional Services.

CHAIRPERSON: Okay. Okay, thank you.

10 **ADV PAUL PRETORIUS SC:** Thank you Chair. Mr Agrizzi you say that Mr Mti resigned as National Commissioner in November 2006?

MR ANGELO AGRIZZI: If I can correctly correct.

ADV PAUL PRETORIUS SC: Did he leave the house then?

MR ANGELO AGRIZZI: No, he did not leave straightaway. He left a while later. He, he relocated to another house, but he continued to pay the rent, because he thought he was getting the money back from Riaan Hoeksma.

ADV PAUL PRETORIUS SC: Right. Do you know for how long he remained in what we have referred to as the Mti house, the first house?

20 **MR ANGELO AGRIZZI:** I refer to my statement and I say in 29.5.5 it was approximately 18 months.

ADV PAUL PRETORIUS SC: Yes and then in 29.5.6 of your affidavit you say:

"He then relocated to another house owned by him."

MR ANGELO AGRIZZI: Correct, but just a correction. It was not at Savannah Hills. It was close to Savannah Hills. There is another estate just down the road.

CHAIRPERSON: So we should just abandon that to a house close to ...[intervenes].

MR ANGELO AGRIZZI: Savannah Hills.

CHAIRPERSON: [Indistinct], so we delete in and put close to, thank you.

MR ANGELO AGRIZZI: Okay. So that was an oversight Chair.

CHAIRPERSON: No that is fine, thank you.

ADV PAUL PRETORIUS SC: Did Mr Mti receive any benefit from Bosasa in relation to this house and I am talking about the Bosasa stable here?

MR ANGELO AGRIZZI: Yes, most definitely.

ADV PAUL PRETORIUS SC: And what was that?

MR ANGELO AGRIZZI: Well furniture, repairs, maintenance a variety of things that,
10 you know. There are certain things that I know of and certain things I will not know of.

ADV PAUL PRETORIUS SC: Right and then you say in relation I do not know to which house, because the house close to Savannah Hills you say was owned by Mti, but then you talk about a potential transfer. Please explain what you say in paragraph 29.5.7.

MR ANGELO AGRIZZI: So later when Riaan Hoeksma was supposed to actually transfer the house to Mti we actually said to him, I went to a meeting with Andries van Tonder and we said well everything had kind of quietened down a little bit. We were ...[indistinct] so we said, we went to go and see Riaan Hoeksma and said you need to transfer the house now. That was the agreement you had made with Gavin and Mansell and Mti, because they us told us that was the agreement and Hoeksma said,
20 look sorry guys I have registered a bond over the house and I used the rent to pay the bond.

ADV PAUL PRETORIUS SC: Alright.

CHAIRPERSON: [Intervenes].

ADV PAUL PRETORIUS SC: But which house are we talking of now?

MR ANGELO AGRIZZI: We are talking about the Savannah Hills house.

ADV PAUL PRETORIUS SC: But you say in paragraph 29.5.6:

“Mti then relocated to a house close to Savannah Hills owned
by him.”

MR ANGELO AGRIZZI: Yes.

ADV PAUL PRETORIUS SC: But why was it necessary to transfer the house to him if
it was already owned by him?

MR ANGELO AGRIZZI: No, no there are two houses. There are two different houses.

ADV PAUL PRETORIUS SC: Which house are you talking about?

MR ANGELO AGRIZZI: So the first one in 29.5.6 is the Savannah Hills he, where he
10 relocated to Savannah Hills. That is a complex and we actually drove past it this
morning. It is a complex right next door to Savannah Hills. Remember I said in 259.5.6
it should read:

“Mti then relocated to a house close to Savannah Hills.”

ADV PAUL PRETORIUS SC: I see.

MR ANGELO AGRIZZI: Savannah Hills is a complex.

ADV PAUL PRETORIUS SC: Yes. You, you have told the Chair that in relation to, let
us refer to it as the first house, there was an arrangement or an agreement that it would
ultimately be transferred to Mr Mti.

MR ANGELO AGRIZZI: Correct.

20 **ADV PAUL PRETORIUS SC:** Let us refer to that as the first house. Are you saying
that house was actually in Savannah Hills?

MR ANGELO AGRIZZI: Correct Chair.

ADV PAUL PRETORIUS SC: Okay.

CHAIRPERSON: Well was one in Savannah Hills another one close to Savannah
Hills?

MR ANGELO AGRIZZI: The complexes are right next to each other.

CHAIRPERSON: Okay.

MR ANGELO AGRIZZI: One is a high end complex, Savannah Hills.

CHAIRPERSON: Yes.

MR ANGELO AGRIZZI: And then there is a slightly middle class/upper class complex next door to it.

CHAIRPERSON: Yes.

MR ANGELO AGRIZZI: Which he also owned a property, but that one was registered in his name.

10 **CHAIRPERSON**: Yes.

MR ANGELO AGRIZZI: So we then went, if you look at the chronology that I have put on page 60 is quite simply:

“Mti relocated to the new house.”

CHAIRPERSON: Huh-uh.

MR ANGELO AGRIZZI: “He then was living in the, the new town house.”

CHAIRPERSON: Hm.

MR ANGELO AGRIZZI: Alright.

CHAIRPERSON: Ja.

MR ANGELO AGRIZZI: “In the, in the estate close to Savannah Hills.”

20 I say in 29.5.7:

“Later on...”

So the house stood empty, the Savannah Hills House was empty.

“Later on when Riaan Hoeksma was supposed to transfer the house things had gone quiet and Richmond Mti actually asked us at one stage what is happening with the house. So we went

to go and see Riaan Hoeksma. When we spoke to Riaan Hoeksma he said that he had registered a bond over the house and he was using the rent money to pay the bond.”

So in other words where that house should not have been bonded Hoeksma because the company was in his name went and registered the bond. He saw it as a cash cow.

CHAIRPERSON: Hm, ja. Well I was about to ask you. You said Riekele Construction had an interest in Autumn Storm Investments 119 (Pty) Ltd. Who else had an interest in Autumn Storm Investments, if you know?

MR ANGELO AGRIZZI: I do not know.

10 **CHAIRPERSON:** You do not know. Okay, but your understanding is that Riekele held the majority of shares in that, in Autumn Storm Investments?

MR ANGELO AGRIZZI: That is correct.

CHAIRPERSON: Okay, thank you.

MR ANGELO AGRIZZI: So if I can just clarify.

CHAIRPERSON: Yes.

MR ANGELO AGRIZZI: I want to just explain. So you had Autumn Storm Investments.

CHAIRPERSON: Hm.

MR ANGELO AGRIZZI: That company should have been transferred over to Richmond Mti.

20 **CHAIRPERSON:** Yes.

MR ANGELO AGRIZZI: That was the agreement.

CHAIRPERSON: Yes.

MR ANGELO AGRIZZI: There should be no bond there or anything like that.

CHAIRPERSON: Yes.

MR ANGELO AGRIZZI: Riaan Hoeksma must have got himself into cash flow

problems.

CHAIRPERSON: Hm, hm.

MR ANGELO AGRIZZI: So he went to register a bond.

CHAIRPERSON: Hm.

MR ANGELO AGRIZZI: Because then he got four/five million or R6 million out on the property.

CHAIRPERSON: Hm, him.

MR ANGELO AGRIZZI: And he then says, we asked him but you are supposed to have this pot of money.

10 **CHAIRPERSON:** Hm.

MR ANGELO AGRIZZI: Where every month the rent was paid into and you are supposed to not have a bond there. Now you do not have the pot of money and you do not have the house, because it is bonded up, but of course he has got a beautiful game farm and all those type of things.

CHAIRPERSON: Now when this happened or when you discovered this was it during Mr Mti's time as Commissioner or was it after he had resigned?

MR ANGELO AGRIZZI: It was after.

CHAIRPERSON: It was after.

20 **MR ANGELO AGRIZZI:** Because that was specifically why everything had calmed down.

CHAIRPERSON: Yes.

MR ANGELO AGRIZZI: And we went to go and see Riaan Hoeksma to move the property into his name, because he was asking for it.

CHAIRPERSON: Hm, hm. Okay, thank you.

MR ANGELO AGRIZZI: Does that clarify?

ADV PAUL PRETORIUS SC: Thank you. Let us move on. Did you have occasion to meet with Mr Mti together with Gavin Watson at some stage after his resignation? I am referring to the meeting at 29.6.

MR ANGELO AGRIZZI: Correct.

ADV PAUL PRETORIUS SC: Who attended that meeting?

MR ANGELO AGRIZZI: Just repeat the question sir. I did not hear that clearly.

ADV PAUL PRETORIUS SC: Who attended that meeting?

MR ANGELO AGRIZZI: The meeting was attended by Gavin Watson, myself and Mti.

ADV PAUL PRETORIUS SC: Right and what occurred at that meeting?

10 **MR ANGELO AGRIZZI:** Well he wanted a proposal to be presented that he could utilise for presentation on the 2010 World Cup Security.

ADV PAUL PRETORIUS SC: And were you given any tasks?

MR ANGELO AGRIZZI: Chair I was given a task to prepare a security plan and assist him wherever possible in doing the presentation that he would at a later stage present.

ADV PAUL PRETORIUS SC: In relation to the 2010 World Cup?

MR ANGELO AGRIZZI: Correct.

ADV PAUL PRETORIUS SC: Right, did anything else of note happen at that meeting?

MR ANGELO AGRIZZI: Yes, Mr Mti got his monthly fees paid over by Gavin Watson.

ADV PAUL PRETORIUS SC: What did you see?

20 **MR ANGELO AGRIZZI:** I saw the grey bag being given to Mr Mti.

ADV PAUL PRETORIUS SC: The grey security bag?

MR ANGELO AGRIZZI: Correct.

CHAIRPERSON: And when was this meeting and where was it?

MR ANGELO AGRIZZI: It was at Mti's house.

CHAIRPERSON: The one close to Savannah?

MR ANGELO AGRIZZI: No this one, this one was actually at Savannah still.

CHAIRPERSON: Oh, the one okay.

MR ANGELO AGRIZZI: Correct.

CHAIRPERSON: Yes, ja and when was it if you are able to remember?

MR ANGELO AGRIZZI: It was just before the World Cup presentation.

CHAIRPERSON: Oh, okay.

MR ANGELO AGRIZZI: I would say about two/three months before they did the World Cup presentation Chair.

CHAIRPERSON: Thank you.

10 **ADV PAUL PRETORIUS SC**: Right, how did you learn of this payment? Apart from seeing the grey security bag being handed over. I am referring to a discussion that you say you had with Gavin Watson.

MR ANGELO AGRIZZI: No, I am not aware of it.

ADV PAUL PRETORIUS SC: In other words what did he tell you?

MR ANGELO AGRIZZI: On the way back, I would drive the car normally. What happened was Gavin Watson jokingly said you see we pay monopoly money, but this man delivers on his promises. That, he called him that fat man, delivers on his promises. He would always call fat people fat, but I am just giving you, he said that man delivers on his promises. If he promises something he gets it done.

20 **CHAIRPERSON**: Joking about Mr Mti?

MR ANGELO AGRIZZI: Yes.

CHAIRPERSON: Yes, but now as at the date of this meeting that you deal with in paragraph 29.6 Mr Mti had already resigned from, from Correctional Services is that?

MR ANGELO AGRIZZI: That is correct.

CHAIRPERSON: Yes. Now since he had already resigned from Correctional Services

what was Bosasa or Mr Gavin Watson seeking? What benefit did they seek to get from him in giving him more money in these grey security bags? What could he still give Bosasa or was it arrears from earlier?

MR ANGELO AGRIZZI: This was because, I mean as long as the contract lasted the agreement with him and, and Watson was as long as the agreement last, the contract lasted he would be paid.

CHAIRPERSON: Well I think yesterday you told us that I think I do not know if, if it was Mr Magagula one of the members of the Portfolio Committee on Correctional Services, I think you told us that when he I think left the Portfolio Committee or left Parliament I am not sure payments to him stopped, but with regard to Mr Mti payments did not stop
10 when he resigned from Correctional Services.

MR ANGELO AGRIZZI: Correct and I mentioned the other lady as well Ms Winnie Ngwenya.

CHAIRPERSON: Ja.

MR ANGELO AGRIZZI: And Ruben Pillay.

CHAIRPERSON: Yes.

MR ANGELO AGRIZZI: So with the junior people.

CHAIRPERSON: Hm.

MR ANGELO AGRIZZI: That is what happened.

20 **CHAIRPERSON:** Hm.

MR ANGELO AGRIZZI: But because Mti was instrumental, he and Gillingham were instrumental in Correctional Services that is why to today they are still being looked after.

CHAIRPERSON: Hm.

MR ANGELO AGRIZZI: Because those contracts are still in place

CHAIRPERSON: I am sorry.

MR ANGELO AGRIZZI: Because those contracts are still in place.

CHAIRPERSON: Did you just say till today or till to...?

MR ANGELO AGRIZZI: Well till ...[intervenes].

CHAIRPERSON: Up to the ...[intervenes].

MR ANGELO AGRIZZI: Chair up to the time I left.

CHAIRPERSON: Yes.

MR ANGELO AGRIZZI: Which was on 15 December 2016.

CHAIRPERSON: He was still getting paid?

10 **MR ANGELO AGRIZZI:** Correct.

CHAIRPERSON: Monthly?

MR ANGELO AGRIZZI: Correct.

CHAIRPERSON: Okay, thank you and that would have been, this was now you left Bosasa at the end of 2016.

MR ANGELO AGRIZZI: 15 December 2016.

CHAIRPERSON: Yes.

MR ANGELO AGRIZZI: Was my last working day.

CHAIRPERSON: So that that, that actually was almost 10 years to the dot from when Mr Mti resigned from Correctional Services. You said he resigned in November 2006.

20 **MR ANGELO AGRIZZI:** Yes, you are right ...[intervenes].

CHAIRPERSON: So for about at least 10 years thereafter he continued to be paid.

MR ANGELO AGRIZZI: That is correct.

CHAIRPERSON: Money.

MR ANGELO AGRIZZI: As a matter of fact Chair.

CHAIRPERSON: Hm.

MR ANGELO AGRIZZI: And I think it is further on you will see in my statement. I will not go there now I had actually refused to do a delivery and Gavin Watson came to fetch at, at my house and he did the delivery.

CHAIRPERSON: Okay.

MR ANGELO AGRIZZI: But I will get into it later.

CHAIRPERSON: Yes, okay thank you.

ADV PAUL PRETORIUS SC: Alright. You have referred the Chair to a conversation that took place between yourself and Gavin Watson.

MR ANGELO AGRIZZI: Yes.

10 **ADV PAUL PRETORIUS SC:** On the way back from the visit to Mr Mti.

MR ANGELO AGRIZZI: Yes.

ADV PAUL PRETORIUS SC: And during that conversation mention was made of “monopoly money” paid to Mr Mti, because Mr Mti always delivered on his promises.

MR ANGELO AGRIZZI: Correct.

ADV PAUL PRETORIUS SC: Right. The words used by you here and it may be important because Mr Mti had always delivered on his promises.

MR ANGELO AGRIZZI: Correct. He always delivered on his promises. I do not understand question.

ADV PAUL PRETORIUS SC: No, hm.

20 **CHAIRPERSON:** I, I think Mr Pretorius was simply looking at the tense.

MR ANGELO AGRIZZI: Okay.

CHAIRPERSON: You exactly had always, you know that is ...[intervenes].

MR ANGELO AGRIZZI: Had an ...[intervenes].

CHAIRPERSON: Up to that stage what you were, your understanding or what Mr Gavin Watson’s exact words prior to that he had always delivered. So there was no

reason to ...[intervenes].

MR ANGELO AGRIZZI: But ...[intervenes].

CHAIRPERSON: To doubt that he would deliver.

MR ANGELO AGRIZZI: Yes.

CHAIRPERSON: Whenever he was, he had made a promise.

MR ANGELO AGRIZZI: Correct.

ADV PAUL PRETORIUS SC: Did you learn anything about the frequency of payments and the amount of payments from Mr Watson during that conversation?

MR ANGELO AGRIZZI: No, it was only later after the conversation that I learnt that it
10 was a monthly amount and there was a monthly fee of R65 000 a month, but from then on I would start accompany to more and more meetings.

ADV PAUL PRETORIUS SC: Did you actually see transfers of grey security bags to Mr Mti?

MR ANGELO AGRIZZI: Yes, I did.

ADV PAUL PRETORIUS SC: On how many occasions approximately?

MR ANGELO AGRIZZI: Well every month from 20, when he was released from the World Cup and even before, but every month that Gavin Watson would go through to Mti I would accompany him. So it is phenomenal. I mean at least for 24/30 times.

CHAIRPERSON: And that is over what period more or less ...[intervenes].

20 **MR ANGELO AGRIZZI**: From when he left Correctional Services, because that is when I really got to know him.

CHAIRPERSON: Yes. So from around end of 2006 up the time that you left Bosasa in November 2016.

MR ANGELO AGRIZZI: Correct.

CHAIRPERSON: There were a number of times maybe 30 or thereabout.

MR ANGELO AGRIZZI: Yes.

CHAIRPERSON: When you accompanied Mr Watson to Mr Mti.

MR ANGELO AGRIZZI: That is ...[intervenes].

CHAIRPERSON: And on some of those occasions there would either you or Mr Watson would carry a grey security bag with money to hand over to him. Is that what, is that more or less what you are saying?

MR ANGELO AGRIZZI: Spot on.

CHAIRPERSON: Thank you.

MR ANGELO AGRIZZI: Can I just ask you Chair when the Polokwane elections was, 10 because there is a timeline there as well that I can refer back to then? I am just thinking now when.

CHAIRPERSON: Hm.

MR ANGELO AGRIZZI: What year was it? It was in December.

CHAIRPERSON: Well Polokwane Conference was, I think was in 2007.

MR ANGELO AGRIZZI: Yes. No, just.

CHAIRPERSON: Yes.

MR ANGELO AGRIZZI: Sorry it just ties up with, with what I was saying. Sorry.

CHAIRPERSON: Okay. Alright, Mr Pretorius.

ADV PAUL PRETORIUS SC: Thank you Chair. Did you become aware at that time of 20 any other benefits which the Mti family enjoyed at the expense of Bosasa with the Bosasa stable?

MR ANGELO AGRIZZI: Yes, I did. I became aware of travelling costs that were paid for. I became aware that apparently a holiday was arranged by Gavin Watson's brother-in-law Mark Taverner at the Bushman's River, but I would be often tasked as well to do, arrange flights for the whole family. I was instructed to just make sure that

everything went well. So I had to open up an account with Blakes Travel and the account's name was in JJ Venter's name. There were payments for some of the studies of the kids and from the previous marriage his son actually worked at Bosasa and there would be various other ways that we could assist and, and try and make him feel good.

CHAIRPERSON: So after Mr Mti had left Correctional Services is the position that there was nothing new that he was delivering to, to Bosasa? It was simply that the contract that Bosasa had obtained or maybe I should say contracts that he had, Bosasa had obtained during Mr Mti's time at Correctional Services was still going on and the,
10 the arrangement was that as long as that contract was still going one should be paid.

MR ANGELO AGRIZZI: Of course.

CHAIRPERSON: Hm, okay.

ADV PAUL PRETORIUS SC: Who is JJ Venter?

MR ANGELO AGRIZZI: He was actually my later father-in-law.

ADV PAUL PRETORIUS SC: And did you say that that account was used to invoice and pay for travel expenses incurred by Mr Mti?

MR ANGELO AGRIZZI: That is correct and other people as well. Other politicians as well would use that account.

ADV PAUL PRETORIUS SC: Right.

20 **CHAIRPERSON:** Was your father-in-law alive at the time this account was used?

MR ANGELO AGRIZZI: No, we just used the name.

CHAIRPERSON: Oh, you just used the name.

MR ANGELO AGRIZZI: It was not registered or.

CHAIRPERSON: Oh.

MR ANGELO AGRIZZI: There was no, Brian Blake from Blakes Travel knew me

exceptionally well and he was not interested in being, I just used the name JJ.

CHAIRPERSON: Oh, okay thank you.

ADV PAUL PRETORIUS SC: Let us just clarify that in case it is a subject of further investigation. Were there tickets booked in the name of JJ Venter or was an account registered in the name of JJ Venter?

MR ANGELO AGRIZZI: I submitted all the documentation to the team and with the accounts as well. There are accounts in JJ Venters name, but the tickets and the names on the tickets. For example at the Jazz Festival and that is in the person's name who actually did the travelling.

10 **ADV PAUL PRETORIUS SC:** So in cases relevant to him, Mr Mti?

MR ANGELO AGRIZZI: Correct.

ADV PAUL PRETORIUS SC: Right and then you have told the Chair the information recorded in paragraph 29.8 that Bosasa paid for the studies of two children.

MR ANGELO AGRIZZI: Yes.

ADV PAUL PRETORIUS SC: Of Mr Mti.

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: Were any other services provided at the home of Mr Mti at a later stage after the World Cup?

MR ANGELO AGRIZZI: Well there was a security official put there to look after him by
20 Bosasa. Joe Gumede arranged it. There was an incident one evening I recall where Mr Mti pulled out a gun and there was an issue there and there was driving under the influence. So those are the type of things. Is that the answer you are looking for?

ADV PAUL PRETORIUS SC: No, I am just asking whether security services were provided at the home.

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: At the home of Mr Mti?

MR ANGELO AGRIZZI: That is correct. The answer is that is correct Chair.

ADV PAUL PRETORIUS SC: Aright and what services were those you say the provision of a guard?

MR ANGELO AGRIZZI: Correct.

ADV PAUL PRETORIUS SC: Alright.

CHAIRPERSON: Mr Pretorius I am looking for paragraph which deals with the payments of – payments for Mr Mti's childrens studies?

ADV PAUL PRETORIUS SC: Yes paragraph 29.8.

10 **CHAIRPERSON:** Okay thank you.

ADV PAUL PRETORIUS SC: Right you then relate in paragraph 29.8 an incident relating to a criminal charge brought against Mr Mti and please if you would deal with the information you provide and tell the Chair how you come to know of what you are going to tell him?

MR ANGELO AGRIZZI: Well I was not involved in the sense that I had to go to court and sort out the thing. But Mr Gumede requested money once, cash money to – he needed to bribe an official at one of the courts and it was to pay – to make a payment for – to get rid of a drunken driving charge.

20 **ADV PAUL PRETORIUS SC:** Do you know – that is why Mr Gumede requested the money according to yourself you know of that obviously?

MR ANGELO AGRIZZI: That is true.

ADV PAUL PRETORIUS SC: And you know what he told you obviously.

MR ANGELO AGRIZZI: Chair that is true.

ADV PAUL PRETORIUS SC: But are you able to confirm that the money was actually paid for the purpose you related?

MR ANGELO AGRIZZI: I cannot confirm that Chair I can only confirm what I gave Mr Gumede.

ADV PAUL PRETORIUS SC: So you are telling the Chair that the reason you gave Mr Gumede the money that he requested was the reason related to you by Mr Gumede you have no further evidence?

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: Alright. And would you tell the Chair please of the further circumstance referred to in paragraph 29.8 regarding the submission of invoices?

10 **MR ANGELO AGRIZZI**: Well Chair my ...[intervenes].

CHAIRPERSON: Maybe before he does that Mr Pretorius are you able to recall how much money you gave Mr Joe Gumede for the purpose that he told you the purpose of getting rid of the criminal charge against Mr Mti?

MR ANGELO AGRIZZI: Chair I cannot recall but it would have been more than just pocket change. It would have been considerable – it would have been between R10 000,00 and R20 000,00.

CHAIRPERSON: Okay alright. Thank you.

MR ANGELO AGRIZZI: I cannot remember the exact amount let me rather not say.

20 **CHAIRPERSON**: Okay no that is fine. Mr Pretorius you can maybe repeat your question.

ADV PAUL PRETORIUS SC: Yes. In the last five lines of paragraph 29.8 you refer to certain circumstances which allowed money to be raised and paid to Mr Mti, how was that done?

MR ANGELO AGRIZZI: Chair and it is not the only one I have to refer to another issue

as well that happened and that was with – that involved a business school Ndlala which my – I was – I started off with son but there were two – there were two issues and sorry my apologies Advocate Pretorius as I said this was done very quickly. The issue with regards to my brother was that my brother Watson said – I happened to be in the car with Watson when I went to go and visit a business started by my brother. The business Watson tried to get us to pay Mti because Mti at that stage was complaining that he was not getting a salary and the banks were starting to get suspicious and he could not deposit the cash. So he needed to filter money through my brother and put it through his business. My brother was very uncomfortable about it. I think he did one
10 transaction and he terminated it. He said listen this is not how I was brought up and he is not going to do it. So he was very annoyed with me about it. And basically what it was was to pay Mti money and then Bosasa would be invoiced for electrical work or whatever work he did for them. So he was very uncomfortable about that. And a similar situation happened with my son where he started a consulting business and what happened was I was asked by Gavin because the son of Mti was not – he was going through a rough patch and he needed to be paired up with somebody who would motivate him and encourage him. So unfortunately Watson said well there is Angelo he has got a son and my son was doing very well and why do you not set up the two. So I asked my son please can you work with this guy you know develop him, see what can
20 happen? Maybe there is something in the future. Because he was having phenomenal problems with this boy. So he needed a role model, he needed somebody to guide and aspire him so – and I am sorry this is not in the affidavit but I will follow up in writing. So what actually happened was my son got involved with – through me I made the mistake. So there was a meeting held I think we had it at Clearwater Mall at a restaurant. I tried to motivate the kid. Well my son was there, Richmond Mti was

there, I was there and my son was there and the youngster was there his name is Vukani and we – we had a chat but nothing happened of it because my son also turned around and said look I think he registered the company and then he just canned it. It did not trade a day. So it was those type of situations that we were always subjected or I was subjected to. You got to speak to this one, you have got to help that kid, you got to do this, you got to do that and it started to have a toll on me and on my family because my brother who I had raised started looking at me and saying well why? My own son was being brought into this thing. It was – you know it was terrible. I mean I recall – I recall – sorry I am diverting sorry. Sorry Advocate Pretorius.

10 **ADV PAUL PRETORIUS SC:** Yes perhaps as you have undertaken you could take your time record that evidence.

MR ANGELO AGRIZZI: Yes I will.

ADV PAUL PRETORIUS SC: And if and when appropriate we will deal with that by handing in a supplementary statement up.

MR ANGELO AGRIZZI: My apologies.

ADV PAUL PRETORIUS SC: But I would like to clarify what you referred to in paragraph 29.8. Your brother would render fictitious invoices for electrical services rendered to Bosasa?

MR ANGELO AGRIZZI: Correct.

20 **ADV PAUL PRETORIUS SC:** The money which was then paid by Bosasa was handed over to Mr Mti?

MR ANGELO AGRIZZI: Chair that is correct.

ADV PAUL PRETORIUS SC: And your brother as you say here became uncomfortable with this arrangement and the practice was terminated?

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: Right.

CHAIRPERSON: Did you not say your brother only did one invoice?

MR ANGELO AGRIZZI: I cannot remember exactly I think it was one or two invoices.

CHAIRPERSON: Oh okay.

MR ANGELO AGRIZZI: And he just canned it he was unhappy with it.

ADV PAUL PRETORIUS SC: Chair I am about to move to a new topic. Oh no I am not sure of what the arrangements should be. I am told that lunch will only be served at 13:30 and not 13:00 but I am not sure that is relevant to whether we take the adjournment now or not and I am not sure of what today's arrangements are. Are we
10 going to sit until five?

CHAIRPERSON: Yes today we will sit until five in terms of the arrangement yesterday but I know nothing about – about that.

ADV PAUL PRETORIUS SC: Yes, no it should not influence any decision now.

CHAIRPERSON: Yes carry on.

ADV PAUL PRETORIUS SC: I am about to move to a new topic, would now be a convenient time?

CHAIRPERSON: Yes. From my side I do not mind if we adjourn at half past one if that is going to be convenient for catering and lunch purposes for the legal team but I am – I do not mind if we adjourn now either.

20 **ADV PAUL PRETORIUS SC:** Yes I think in this case my feet should take priority Chair.

CHAIRPERSON: Okay alright. We are going to take the lunch adjournment we will resume at two o'clock. We adjourn.

ADV PAUL PRETORIUS SC: Thank you Chair.

HEARING ADJOURNS

HEARING RESUMES

CHAIRPERSON: Yes Mr Pretorius you may proceed.

ADV PAUL PRETORIUS SC: Thank you Chair.

MR ANGELO AGRIZZI: Excuse me Chair.

CHAIRPERSON: Yes Mr Agrizzi.

MR ANGELO AGRIZZI: Can I just for completeness just clarify something before Mr – Advocate Pretorius begins.

CHAIRPERSON: Yes do that.

MR ANGELO AGRIZZI: I just would like to clarify 27.17.

CHAIRPERSON: One second. Yes.

10 **MR ANGELO AGRIZZI:** In terms of the payment of the dividends into the trust account of the attorney.

CHAIRPERSON: Yes.

MR ANGELO AGRIZZI: I just want to clarify that. So the dividends from Beta Fence would be paid into the trust account of the attorneys and it would then on instruction be transferred into the bank account of Bosasa Operations and that would be the flow.

CHAIRPERSON: As is.

MR ANGELO AGRIZZI: As a transfer of dividends.

CHAIRPERSON: Yes.

20 **MR ANGELO AGRIZZI:** So the – there was no need to open up an account for Bopa and Phofoga.

CHAIRPERSON: Yes.

MR ANGELO AGRIZZI: Okay just for completeness.

CHAIRPERSON: Are you able to say why it was necessary for the dividends to go to the attorney's trust account first before they were transferred as they were to Bosasa's account?

MR ANGELO AGRIZZI: I am – I am willing to tell you Chair.

CHAIRPERSON: Ja.

MR ANGELO AGRIZZI: And the reason is simple because the shareholders would have normally had to receive the dividends. In this instance the shareholders who were reflected on paper were actually not shareholders. So they did not get the dividends.

CHAIRPERSON: Yes.

MR ANGELO AGRIZZI: And a simple search and a request you would be able to verify that the dividends were never actually paid to the shareholders they were paid to Bosasa Operations.

10 **CHAIRPERSON**: Yes.

MR ANGELO AGRIZZI: Every single time.

CHAIRPERSON: Okay thank you.

MR ANGELO AGRIZZI: Sorry Mr – Advocate Pretorius.

ADV PAUL PRETORIUS SC: We also omitted to refer to paragraph 29.5.8. If you would go there please and just tell the Chair about the meeting referred to in that paragraph.

MR ANGELO AGRIZZI: Sorry could you repeat the paragraph number please?

ADV PAUL PRETORIUS SC: 29.5.8.

MR ANGELO AGRIZZI: Sorry I am just looking.

20 **CHAIRPERSON**: That is on page 60 of your affidavit.

MR ANGELO AGRIZZI: Ah there we go sorry, sorry I did not see that.

CHAIRPERSON: Paragraph 29.5.8.

MR ANGELO AGRIZZI: Chair I together with Andries Van Tonder on instruction from Gavin Watson then had to attend to a meeting that was held with Riaan Hoeksma and the reason why was that we needed to make sure that he did not present a version to

events – of events if he was questioned during an investigation that might incriminate any of the parties. And at that stage and I believe to date he has still not been interviewed by anybody from the SIU.

CHAIRPERSON: Yes.

MR ANGELO AGRIZZI: So we attended a meeting to say to him please cover up in short.

CHAIRPERSON: And he agreed?

MR ANGELO AGRIZZI: He agreed.

CHAIRPERSON: Thank you.

10 **ADV PAUL PRETORIUS SC:** And the events which are referred to in that paragraph are the events related to the house of Mr Mti?

MR ANGELO AGRIZZI: The one in Savanna Hills that is correct.

ADV PAUL PRETORIUS SC: And it might clarify matters a little. Savanna Hills is not a suburb it is a townhouse complex I understand?

MR ANGELO AGRIZZI: Chair it is a townhouse complex situated if you coming from Johannesburg side – if you driving towards the Protea Hotel it is on that road. It is on your left hand side Savannah Hills. If you need details of the actual I can provide that.

CHAIRPERSON: Now that reminds me the house that was built by Riaan Hoeksma's company for Mr Mti do you have a recollection of what its value was more or less?

20 **MR ANGELO AGRIZZI:** It was on the market for about R6 million if I am not mistaken at one stage but that was quite a while back, about ten years ago. And so the value of the property if I compare it for instance to my property I mean it is much more elaborate and my property is only valued at about R10 million. That property would be valued at closer to about R18 million, R16 million between there.

CHAIRPERSON: As of now or as at the time when it was built?

MR ANGELO AGRIZZI: No, no as of now.

CHAIRPERSON: As of now.

MR ANGELO AGRIZZI: Yes.

CHAIRPERSON: Okay so it would be your estimate is that it would be around R18 million in value?

MR ANGELO AGRIZZI: R18.

CHAIRPERSON: 18.

MR ANGELO AGRIZZI: Correct.

CHAIRPERSON: Okay thank you.

10 **ADV PAUL PRETORIUS SC**: If you go please to paragraph 29.9 Mr Agrizzi.

MR ANGELO AGRIZZI: 29.9. During 2007 Mr Vernie Petersen was appointed as the National Commissioner and on numerous occasions I tried to communicate with him – with him about possible ventures but he would have nothing to do with the Bosasa Group of Companies.

CHAIRPERSON: Ja just before you proceed on that let me just complete the picture with regard to what we have referred to as Mr Mti's house.

MR ANGELO AGRIZZI: Yes.

CHAIRPERSON: Is you evidence that ultimately Mr Mti lost out on that house. It never got registered in his name as had been planned initially?

20 **MR ANGELO AGRIZZI**: That is correct.

CHAIRPERSON: Even to this day?

MR ANGELO AGRIZZI: Even to this day.

CHAIRPERSON: He may have enjoyed the benefits of living in it but he paid rent which he – he thought would be returned to him but ultimately it was never returned, is that correct?

MR ANGELO AGRIZZI: That is correct.

CHAIRPERSON: So he lost out?

MR ANGELO AGRIZZI: He lost out. He walked out with only the furniture.

CHAIRPERSON: Yes and that was mainly because the SIU had started working – investigating is it why he lost out?

MR ANGELO AGRIZZI: That is correct.

CHAIRPERSON: And there was fear that if it was transferred to him it would just spell trouble?

MR ANGELO AGRIZZI: He was given an option of either staying in the house and
10 staying in jail or moving out of the house so it could be covered up.

CHAIRPERSON: Ja thank you.

ADV PAUL PRETORIUS SC: Who paid the rent for that house?

MR ANGELO AGRIZZI: At one stage we increased his payment from R65 000,00 a month in cash to R100 000,00 in cash. That was when he left the department. Because the department originally was paying for his rent of the property which Bosasa had built.

CHAIRPERSON: So, so before he – before he left Correctional Services the department was paying his rent?

MR ANGELO AGRIZZI: That is correct.

20 **CHAIRPERSON**: And after he had left the department Bosasa paid the rent by way of increasing his monthly payment or it just increased his monthly payment and he would then pay the rent himself?

MR ANGELO AGRIZZI: We increased the monthly payments so that he could pay the rent.

CHAIRPERSON: Thank you.

MR ANGELO AGRIZZI: Thank you Chair.

ADV PAUL PRETORIUS SC: Mr Agrizzi you say during mid 2007 Vernie Petersen was appointed as National Commissioner, National Commissioner of which department?

MR ANGELO AGRIZZI: Of the Department of Correctional Services.

ADV PAUL PRETORIUS SC: You say you attempted to communicate with him about possible future ventures but he would have nothing to do with any of the companies in the Bosasa Group?

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: Right. At around that time was a further meeting held
10 with officials of the Department of Correctional Services?

MR ANGELO AGRIZZI: Correct.

ADV PAUL PRETORIUS SC: Could you please tell the Chair of that meeting?

MR ANGELO AGRIZZI: Chair a meeting was co-ordinated I was called into the meeting it was the – it was not the first meeting, it was the second meeting and at the same meeting it was arranged between myself, Gavin Watson, there was a gentleman by the name of Khulekani Sitole who used to be the previous chairman – Commissioner of Correctional Services. Another person that was...[intervenes].

CHAIRPERSON: He had been – okay maybe let me ask this.

MR ANGELO AGRIZZI: Yes Chair.

20 **CHAIRPERSON**: In terms of time or year where are we now in regard to that meeting?

MR ANGELO AGRIZZI: 2007 Chair.

CHAIRPERSON: 2007?

MR ANGELO AGRIZZI: Correct.

CHAIRPERSON: Okay so if you say Mr Khulekani Sitole used to be Commissioner of the Department of Correctional Services that would have been before Mr Mti or even

before that?

MR ANGELO AGRIZZI: I am not too sure when he was.

CHAIRPERSON: Ja but you will.

MR ANGELO AGRIZZI: But it was before.

CHAIRPERSON: Okay alright thank you. You may proceed.

MR ANGELO AGRIZZI: There was another gentleman by the name of Sbu or I cannot recall his surname. At the time I was told he was the I think the General Secretary of Popcru.

ADV PAUL PRETORIUS SC: That is a trade union?

10 **MR ANGELO AGRIZZI**: Yes. I cannot verify that I was told that Chair. At that stage you know I was not really interested in the process.

ADV PAUL PRETORIUS SC: What was the subject matter of that meeting?

MR ANGELO AGRIZZI: Well the subject meeting was to discuss how they could swing Vernie Petersen and get to a solution where he would start communicating with Bosasa.

CHAIRPERSON: Did you finish telling us the people who attended the meeting?

MR ANGELO AGRIZZI: The one person was Sbu, it was Khulekani Sitole those were the people that attended with Watson and myself.

CHAIRPERSON: Okay thank you.

20 **MR ANGELO AGRIZZI**: I cannot recall if there were other Bosasa directors at the meeting.

ADV PAUL PRETORIUS SC: You say that the subject matter of the meeting was an attempt to find a solution to Mr Petersen's refusal to communicate with Bosasa?

MR ANGELO AGRIZZI: Correct.

ADV PAUL PRETORIUS SC: Yes what happened?

MR ANGELO AGRIZZI: Most definitely. I was told that the legal ramifications needed to be dealt with and we needed to sort, to get strong legal representative.

ADV PAUL PRETORIUS SC: In particular what did Gavin Watson tell you to do?

MR ANGELO AGRIZZI: He told me...[intervenes]

ADV PAUL PRETORIUS SC: What did he say should happen?

MR ANGELO AGRIZZI: He told me that I needed to arrange fictitious loan agreements between – that needed to be drafted and concluded between Gillingham and the various Bosasa employees for all the moneys.

ADV PAUL PRETORIUS SC: All the moneys?

10 **MR ANGELO AGRIZZI**: That they had received.

ADV PAUL PRETORIUS SC: That who had received?

MR ANGELO AGRIZZI: That Gillingham had received and the benefits.

ADV PAUL PRETORIUS SC: Did you do that?

MR ANGELO AGRIZZI: Yes, I did do that.

ADV PAUL PRETORIUS SC: Where are those agreements?

MR ANGELO AGRIZZI: Those agreements are currently with the attorneys and with the various Gillingham himself and the people.

ADV PAUL PRETORIUS SC: Do you have any in your possession?

20 **MR ANGELO AGRIZZI**: I mark here Annexure L which is the only thing that I had in my possession relating to that and that refers to a declaration that he made to the Commission at that stage with Mti, which was back dated so that it coincided with when Mti was the Commissioner, that basically said that he had declared some of the loans.

ADV PAUL PRETORIUS SC: Alright, let us take that step by step.

MR ANGELO AGRIZZI: Okay.

ADV PAUL PRETORIUS SC: Perhaps I pre-empted your evidence. In

paragraph 29.23.2 you say that you were also instructed to do something by Gavin Watson in relation to the outcome of the raid or the search and seizure operation.

MR ANGELO AGRIZZI: Correct.

ADV PAUL PRETORIUS SC: What was that?

MR ANGELO AGRIZZI: I had to prepare a declaration in terms – on behalf of Gillingham declaring that the money and the benefits he received were in fact loans to Mti and I had to back date the declaration. Mti was then to approve the declaration and hold on, given back to Gillingham and I then took the declaration. I got Gillingham to sign it, took the declaration to Mti where I met him at the Protea Midrand who after – he
10 did not want to sign it, but after I had spoken to Watson over the phone handed him the phone he then agreed to sign it. And it is reflected in Annexure L.

ADV PAUL PRETORIUS SC: Alright, before we go to Annexure L, let us just get two things clear. You took the declaration to Mti at the Protea Midrand?

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: You asked Mti to sign?

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: Mti initially refused?

MR ANGELO AGRIZZI: Correct.

ADV PAUL PRETORIUS SC: You phoned Mr Gavin Watson and spoke to him?

20 **MR ANGELO AGRIZZI**: Correct.

ADV PAUL PRETORIUS SC: You then handed the phone to Mr Mti?

MR ANGELO AGRIZZI: Correct.

ADV PAUL PRETORIUS SC: Whilst Gavin Watson was still on the phone?

MR ANGELO AGRIZZI: That is right.

ADV PAUL PRETORIUS SC: And a discussion probably took place, is that correct?

MR ANGELO AGRIZZI: Correct.

CHAIRPERSON: Mr Pretorius do you want him to give more of that evidence himself?

ADV PAUL PRETORIUS SC: I am just summarising and then he can add anything more.

CHAIRPERSON: Okay, alright.

ADV PAUL PRETORIUS SC: After that discussion, what did Mr Mti do?

MR ANGELO AGRIZZI: Well after that discussion what can I say, Mr Mti what did he do?

ADV PAUL PRETORIUS SC: Yes?

10 **MR ANGELO AGRIZZI**: No, no he just left it. I mean he just gave me the document back.

ADV PAUL PRETORIUS SC: Sorry?

MR ANGELO AGRIZZI: He back dated and he signed it.

ADV PAUL PRETORIUS SC: He signed it?

MR ANGELO AGRIZZI: Yes.

ADV PAUL PRETORIUS SC: Okay.

MR ANGELO AGRIZZI: Sorry, I thought that was in my statement, I thought you had seen it.

ADV PAUL PRETORIUS SC: Yes, I am just taking it through step by step.

20 **MR ANGELO AGRIZZI**: Okay.

ADV PAUL PRETORIUS SC: It might have been unclear.

MR ANGELO AGRIZZI: No, no, after he had spoken to Gavin Watson on the phone he gave the phone back to me. He received an instruction from Gavin Watson and he just did as he was told. He just signed and gave it back to me and it was back dated.

ADV PAUL PRETORIUS SC: Would you go to page 349 of the bundle, which is the

cover page and then there is a document at page 350?

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: What is this document?

MR ANGELO AGRIZZI: That document is, every year I was told that I was explained – it was explained to me that they do a declaration of any gifts or anything that needs to be declared. This is a document that we got typed up.

ADV PAUL PRETORIUS SC: Who got typed up?

MR ANGELO AGRIZZI: Patrick Gillingham got it typed up. Well I assisted typing it, he got me the letterhead.

10 **ADV PAUL PRETORIUS SC**: And this document was typed?

MR ANGELO AGRIZZI: Correct.

ADV PAUL PRETORIUS SC: It is a document signed by POC Gillingham?

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: And it reads:

"Our personal discussion on this matter refers:"

It is addressed to the Commissioner?

MR ANGELO AGRIZZI: Correct.

ADV PAUL PRETORIUS SC: At that time Mr Mti?

MR ANGELO AGRIZZI: Correct.

20 **ADV PAUL PRETORIUS SC**: And it reads:

"Our personal discussion on this matter refers: Since the document which is designed for the disclosure of the financial status for SMS members does not make provision for the information on personal loans. I wish to bring the following to your attention as discussed. I have entered into personal

agreements, arrangements with private individuals for assistance for my house and other personal assets. I wish to place on record that these individuals are not members of this Department, nor are they employed by government. For your information and record purposes."

And there is a signature, do you recognise that signature?

MR ANGELO AGRIZZI: Yes.

ADV PAUL PRETORIUS SC: And it is against the date 12 April 2006?

MR ANGELO AGRIZZI: Correct.

10 **ADV PAUL PRETORIUS SC**: Is this the document that you were referring to?

MR ANGELO AGRIZZI: That is the document.

ADV PAUL PRETORIUS SC: Is it signed by anyone other than Mr Gillingham?

MR ANGELO AGRIZZI: Chair, it is also signed by Richmond Mti.

ADV PAUL PRETORIUS SC: Alright. There is a handwritten note on that document.

CHAIRPERSON: I am sorry. When you say it is also signed by Mr Mti, are you saying the same document or a similar document is signed by Mr Mti?

MR ANGELO AGRIZZI: No, it was the same document, Chair.

ADV PAUL PRETORIUS SC: I am getting there, Chair, it is the handwritten portion in the bottom right hand corner.

20 **CHAIRPERSON**: Is the signature that appears at the right hand corner the bottom of the document at page 350, is that Mr Mti's signature?

MR ANGELO AGRIZZI: Just above my signature, yes, Chair.

ADV PAUL PRETORIUS SC: Well page 350 is initialled by two persons, presumably as you said yourself and one other?

MR ANGELO AGRIZZI: Correct.

ADV PAUL PRETORIUS SC: That would have happened when this document was commissioned?

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: By this document I mean the affidavit and the Annexures?

MR ANGELO AGRIZZI: Correct.

ADV PAUL PRETORIUS SC: But the particular memorandum that we are referring to has some handwriting in the bottom right hand corner. Do you see that?

MR ANGELO AGRIZZI: I do.

10 **ADV PAUL PRETORIUS SC:** And if I can read it, it reads:

"Noted. Please ensure that this..."

And I cannot really read what it says thereafter, can you?

MR ANGELO AGRIZZI: Yes.

CHAIRPERSON: Does not interfere, is it interfere?

MR ANGELO AGRIZZI: "Please ensure that this does not interfere with your job or..."

CHAIRPERSON: "Or rather has no conflict of interest..."

MR ANGELO AGRIZZI: "With the Department."

ADV PAUL PRETORIUS SC: "To the Department."

MR ANGELO AGRIZZI: Or to the Department.

20 **ADV PAUL PRETORIUS SC:** Okay. Do you – you were at the meeting that you have just referred to. Were you present when this was signed by Mr Mti?

MR ANGELO AGRIZZI: I was present.

ADV PAUL PRETORIUS SC: And were you present when the note was made?

MR ANGELO AGRIZZI: I was present.

ADV PAUL PRETORIUS SC: Who made the note?

MR ANGELO AGRIZZI: Mr Mti.

ADV PAUL PRETORIUS SC: Alright. So at the meeting you have referred to the document was produced, there was a discussion with Mr Watson and pursuant to or after that discussion a note was placed on the document and signed in your presence by Mr Mti?

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: You speak of Mr Peterson, Vernie Petersen, Vernie Petersen again in paragraph 29.24 and the period late 2008, what happened then?

10 **MR ANGELO AGRIZZI:** Well during late 2008 we still could not speak to Vernie Petersen, so he was sort of moved to the Department of Sports and Recreation and the lady who was at Sports and Recreation as the Director General was moved and appointed as the National Commissioner of the Department of Correctional Services.

ADV PAUL PRETORIUS SC: Who was that person?

MR ANGELO AGRIZZI: That person was Xoliswa Sibeko.

ADV PAUL PRETORIUS SC: And that is Xoliswa[spelt].

MR ANGELO AGRIZZI: I think it is pronounced Xoliswa.

CHAIRPERSON: Yes, Xoliswa.

ADV PAUL PRETORIUS SC: And Sibeko[spelt].

20 **MR ANGELO AGRIZZI:** That is correct.

CHAIRPERSON: Ja.

ADV PAUL PRETORIUS SC: Now after she – you say she was appointed as the National Commissioner for the Department of Correctional Services?

MR ANGELO AGRIZZI: That is correct, Chair.

ADV PAUL PRETORIUS SC: After that appointment did you receive information

ADV PAUL PRETORIUS SC: Well now we have a travel company with no records?

MR ANGELO AGRIZZI: I think I explained it earlier that there was a certain computer that was used for Bosasa or certain computers that were used for the Bosasa account. So it was not that they had no records. They had records but they had just the total figure as an opening which would be an opening balance when they start the next month.

ADV PAUL PRETORIUS SC: Yes then I do not understand the allegation in paragraph 30.5. Would you explain that please to the Chair?

MR ANGELO AGRIZZI: Yes. No that was not to do with the – that is to do with the
10 Bosasa records not with regards to Blakes records.

ADV PAUL PRETORIUS SC: Not with regard to?

MR ANGELO AGRIZZI: Blakes records to do with Bosasa's records of travel. Let me clarify.

ADV PAUL PRETORIUS SC: Yes please.

MR ANGELO AGRIZZI: Chair.

ADV PAUL PRETORIUS SC: Will you tell what happened there?

MR ANGELO AGRIZZI: So what happened is there was a certain employee that was instructed because Great Planes would refer you to an amount. The auditors might very well come and say can we pull that invoice please? So what would happen is this
20 lady was instructed by Gavin to rewrite every single travel invoice.

CHAIRPERSON: In Bosasa?

MR ANGELO AGRIZZI: In Bosasa because unfortunately Blakes Travel would use a carbonised invoice book so they would write accommodation for Mti at the Paxton Hotel on this date. This was his extras, that is their commission ten percent and that is the total. Then that would be transferred onto a statement. So you had to now rewrite that

invoice you could not really scratch it out because there were three copies. So Matel Wils – sorry I just want to correct that because I had slipped out the name. This person would and – sorry I did not want to mention her name for fear of safety.

CHAIRPERSON: Yes no that is fine.

MR ANGELO AGRIZZI: Okay they do have the name of the person. The person would write out the invoice but instead of now putting Mti they would write there Agrizzi and they would put it in my name.

CHAIRPERSON: Ja.

MR ANGELO AGRIZZI: Or they would put it in someone else's name.

10 **CHAIRPERSON:** Ja.

MR ANGELO AGRIZZI: Then that invoice would be attached and be given back to Blakes Travel, their copy, the other copy would be retained in their accounts folder. Does that explain the question Chair?

CHAIRPERSON: That was in relation to the period preceding the destruction of evidence?

MR ANGELO AGRIZZI: That pre – no it was not preceding the destruction of evidence it was post the destruction.

CHAIRPERSON: No, no, no I understand that the writing up afresh of information.

MR ANGELO AGRIZZI: Yes.

20 **CHAIRPERSON:** Was post the destruction?

MR ANGELO AGRIZZI: Correct.

CHAIRPERSON: But I want you to confirm whether the – the information that was being written up now related to what had happened prior to the destruction?

MR ANGELO AGRIZZI: Correct Chair.

CHAIRPERSON: Okay alright.

Mr Watson related to you?

MR ANGELO AGRIZZI: He said they were looking for specific documents and specific transactions.

ADV PAUL PRETORIUS SC: Right.

MR ANGELO AGRIZZI: And I was just told to be at the office.

ADV PAUL PRETORIUS SC: Did you go to the office?

MR ANGELO AGRIZZI: Yes, I did.

ADV PAUL PRETORIUS SC: And when you arrived there did you find Mr Watson there?

10 **MR ANGELO AGRIZZI:** As a matter – I found him in his office.

ADV PAUL PRETORIUS SC: Who else was there?

MR ANGELO AGRIZZI: Andries van Tonder was with him.

ADV PAUL PRETORIUS SC: And did you receive any instructions?

MR ANGELO AGRIZZI: Yes, the instructions were, they gave at that stage - I cannot even remember, but at that stage Andries was ahead of me, we were instructed to go through all the offices to have a look at anything possibly incriminating evidence, the information that Gavin received from Mr Seopela was that they were looking for the sale of shares agreement in respect of Phezulu Fencing as well as the agreement between Gavin Watson and Mti for the payment of money in return for an undertaking from him,
20 they were not sure that Bosasa would be given preference in the awarding of tenders with Correctional Services.

ADV PAUL PRETORIUS SC: Did such a document exist?

MR ANGELO AGRIZZI: Yes, it did.

ADV PAUL PRETORIUS SC: How do you know that?

MR ANGELO AGRIZZI: Because I saw the document and I actually made a Photostat

of that document.

ADV PAUL PRETORIUS SC: And do you have that Photostat?

MR ANGELO AGRIZZI: Unfortunately I do not have that Photostat.

ADV PAUL PRETORIUS SC: So if I understand you correctly you saw a document?

MR ANGELO AGRIZZI: Yes.

ADV PAUL PRETORIUS SC: Being an agreement between Gavin Watson and Mr Mti for the payment of money in return for an undertaking to favour Bosasa in relation to the awarding of tenders?

MR ANGELO AGRIZZI: It was a three page document and it was very specific.

10 **ADV PAUL PRETORIUS SC:** And did it say what you have said in paragraph 31.3?

MR ANGELO AGRIZZI: It is exactly.

ADV PAUL PRETORIUS SC: And were you instructed to look for any particular documents?

MR ANGELO AGRIZZI: Yes, we were instructed to look for them.

ADV PAUL PRETORIUS SC: Those documents to which you have just referred?

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: Alright. Did you find those documents?

MR ANGELO AGRIZZI: We found those documents.

ADV PAUL PRETORIUS SC: What did you do in respect of those documents?

20 **MR ANGELO AGRIZZI:** Well in terms of – are you referring me back now to 31.3?

Because you are asking me if we found them?

ADV PAUL PRETORIUS SC: No I am dealing with 31.4. What did you – you found the document and then what did you do with them?

MR ANGELO AGRIZZI: We removed the documents, Chair.

CHAIRPERSON: Yes, I am sorry, I am sorry Mr Pretorius, before you proceed. Just to

go back to 31.3.

MR ANGELO AGRIZZI: Yes, Chair?

CHAIRPERSON: You say you found a document that appeared to be an agreement between Mr Gavin Watson and Mr Mti about that Mr Mti would ensure that Bosasa was favoured in terms of contracts from Correctional Services and he would be paid by Mr Gavin Watson that is what you say?

MR ANGELO AGRIZZI: That is correct, Chair.

CHAIRPERSON: And you said you made a photocopy of that agreement, did I understand you correctly?

10 **MR ANGELO AGRIZZI**: That is correct, Chair.

CHAIRPERSON: But you proceeded and said that you do not have it?

MR ANGELO AGRIZZI: I do not.

CHAIRPERSON: Did it get lost in the meantime or?

MR ANGELO AGRIZZI: Chair, they were all packed together and they were stored.

CHAIRPERSON: But you saw it, you had it for some time?

MR ANGELO AGRIZZI: Yes, Chair.

CHAIRPERSON: So you had had a chance to read it properly?

MR ANGELO AGRIZZI: Correct, Chair.

CHAIRPERSON: *Ja*, okay thank you. It was signed by both?

20 **MR ANGELO AGRIZZI**: It was not signed, it was only signed by Gavin Watson. I cannot recall if it was signed by Mti. I know that it was signed by Tony Perry as a witness.

CHAIRPERSON: Okay, alright.

MR ANGELO AGRIZZI: I cannot recall seeing Mti's signature. I would be lying if I told you that I had seen it, I cannot recall it.

CHAIRPERSON: Okay.

ADV PAUL PRETORIUS SC: It seems improbable if not very strange that such an arrangement would be recorded in writing and signed.

MR ANGELO AGRIZZI: It was done.

ADV PAUL PRETORIUS SC: Do you have any comment?

MR ANGELO AGRIZZI: It was done. It was recorded in writing.

ADV PAUL PRETORIUS SC: And what is also a matter of some concern in relation to your evidence Mr Agrizzi is that yesterday and previous days you have testified not once but I think more than once that it was Gavin Watson's affirmed practice never to
10 reduce things to writing and never to sign anything. If this was an exception it is a very unusual exception.

MR ANGELO AGRIZZI: I think that Mr Richmond Mti perhaps knew Gavin better than all of us and he insisted that there be a signature.

CHAIRPERSON: But Mr Mti too would know that this was a wrong agreement what they were agreeing to do was wrong and he probably would not like there to be a written record of what he was a party to.

MR ANGELO AGRIZZI: Chair, you will see later on that the agreement was actually found much later on and it was actually the – it was then shown not only to myself but to somebody else as well and then handed back to Mr Watson.

20 **CHAIRPERSON:** But you say you are not sure about Mr Mti's signature on the document, but you are sure about Mr Gavin Watson's signature?

MR ANGELO AGRIZZI: Chair, I can guarantee you that the signatures that were on the document were very noticeable signatures. They were Gavin Watson and Tony Perry and there were other signatures. I do not know if it was Richmond Mti's signature, I cannot recall. I have seen his signature on one other document and that

was post the fact when we got him to sign the acknowledgement of debt and that is why I cannot comment. I cannot say that was his signature.

CHAIRPERSON: Okay.

MR ANGELO AGRIZZI: His name was there, but whether it was his signature or not I cannot say.

CHAIRPERSON: Thank you.

ADV PAUL PRETORIUS SC: Perhaps that evidence Mr Agrizzi will be tested in due course under cross-examination, but for the present it seems that even on your own evidence Gavin Watson would not sign documents, because as you say he did not want
10 to be held accountable for any evidence that appeared in writing.

MR ANGELO AGRIZZI: I am sure as my colleagues start presenting you will see that he did maybe sign one or two documents that were important.

ADV PAUL PRETORIUS SC: But if that was his practice...[intervenes]

CHAIRPERSON: I am sorry Mr Pretorius he has not finished. Mr Agrizzi has not finished, so say what you wanted to say?

MR ANGELO AGRIZZI: So there are the odd occasion when he would slip up and he would sign something and if you recall this started off in 2003/2004 at that stage it was very bullish in the company and I can tell you what I saw and I saw the signature. Other people will testify as well and then yes we are welcoming, I am welcoming the
20 cross-questioning.

CHAIRPERSON: Thank you.

ADV PAUL PRETORIUS SC: Just to put the perhaps obvious follow up question if Mr Watson signed only when he slipped up or only on the odd occasion in other words in the exceptional circumstance...[intervenes]

MR ANGELO AGRIZZI: Yes.

ADV PAUL PRETORIUS SC: It is rather remarkable that the recording of an unlawful transaction would be such an exceptional circumstance?

MR ANGELO AGRIZZI: It was a major deal for the company. I think, Chair, I can only attest to what I saw.

CHAIRPERSON: Yes, no, no, obviously you can understand why Mr Pretorius is asking you the questions that he is asking you and I am asking you the questions I am asking you. Simply because the question would be what would be the value of that agreement to both Mr Mti and Mr Watson. They could not go to court and use it if they did not comply with their obligations.

10 **MR ANGELO AGRIZZI:** Chair, I know that, and you know that. It seems to me that they did not know that. It is as good as having the side agreements in terms of fronting and giving somebody shares, it is the same thing. It is illegal you cannot do it.

CHAIRPERSON: Yes, thank you.

ADV PAUL PRETORIUS SC: Alright, you say then that in relation to these documents that you were asked to look for and remove that you in fact removed the documents?

MR ANGELO AGRIZZI: Yes, we did.

ADV PAUL PRETORIUS SC: What do you mean by removed the documents, is that the putting in storage that you referred to now?

MR ANGELO AGRIZZI: No, what we happened was that we put them into storage, we
20 just packed them into the boot of my car, because he wanted them out of there and we took them and we stored them on a farm.

ADV PAUL PRETORIUS SC: Alright, and then did something later happen in relation to these documents?

MR ANGELO AGRIZZI: Yes.

ADV PAUL PRETORIUS SC: What was that?

MR ANGELO AGRIZZI: There were newspaper reports coming out that were rehashing the whole SIU investigation. Gavin Watson approached not me, but Andries van Tonder and myself only at a later stage to say to us we need to go and destroy the documents. So what I am trying to say is Andries came to me and said to me that we have to go and destroy the documents. I then phoned Gavin up and checked with him are you right and he said I want you to go and destroy documents.

ADV PAUL PRETORIUS SC: Did you do that?

MR ANGELO AGRIZZI: He asked us to look specifically for the document he was concerned, because he had not seen the document yet that he had signed between
10 himself and Mti.

ADV PAUL PRETORIUS SC: That is the document you refer to in your evidence now.

MR ANGELO AGRIZZI: 31.6. That was the only document that we had to hold back for him.

ADV PAUL PRETORIUS SC: And ...[intervenes].

MR ANGELO AGRIZZI: We want that document.

ADV PAUL PRETORIUS SC: So you did not destroy that document. What did you do with it?

MR ANGELO AGRIZZI: No. As I said to you earlier I had made a copy of it. So the copy that I made was not then, my correction. I got a bit confused. It was 31.7. Then
20 what happened there was we took the document to him and he was very relieved, visibly relieved, because he thought that would be the end of his life. He then put it, he shredded it by hand. He put it in a ziplock bag. You know the sandwich bags that you get and he put lots of water with it and just kept making like a papier-mâché and then flushed it down the toilet and he was very relieved.

ADV PAUL PRETORIUS SC: We are going to now get onto matters relevant to the SIU

Report and you introduced a topic at paragraph 32 of your affidavit on page 6 of EXHIBIT S1.

MR ANGELO AGRIZZI: Correct.

CHAIRPERSON: Before Mr Pretorius asks you questions on that, did the raid happen?

MR ANGELO AGRIZZI: Chair no, nothing happened.

CHAIRPERSON: It did not happen?

MR ANGELO AGRIZZI: No.

CHAIRPERSON: Okay, thank you.

MR ANGELO AGRIZZI: The only thing was that we had reached an agreement with the SIU that they could come and copy the servers, but there was no raid.

ADV PAUL PRETORIUS SC: Alright. Well not that nothing happened. Something did happen.

MR ANGELO AGRIZZI: Yes.

ADV PAUL PRETORIUS SC: But it could not be described in your mind as a raid.

MR ANGELO AGRIZZI: Not at all. There were not blue lights and flashy cars like you see on TV with the, when the Scorpions used to go and arrest and raid. There was nothing like that.

ADV PAUL PRETORIUS SC: We will refer in due course to detailed evidence in regard to what happened.

20 **CHAIRPERSON:** Okay.

ADV PAUL PRETORIUS SC: On 6 January 2009, I am not sure it is in dispute, the Department of Correctional Services apparently awarded Bosasa Operations (Pty) Ltd a new catering contract.

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: And the number of that contract, which becomes relevant

later, apparently HK14/2008.

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: For what period was this contract?

MR ANGELO AGRIZZI: This was a three year contract.

ADV PAUL PRETORIUS SC: And the documentation used for the prior catering contract tender was that same documentation again used for the second catering contract awarded to Bosasa.

MR ANGELO AGRIZZI: Well in terms of the specifications, correct.

ADV PAUL PRETORIUS SC: Alright. Now in paragraph 32.2 you refer to a meeting.

10 Let us tell the Chair about that meeting please. Between who was this meeting?

MR ANGELO AGRIZZI: Well in terms of that period of time a meeting was arranged between the representatives of the SIU. So we had heard all these rumours that they were investigating Bosasa and all that. So the suggestion was made have a meeting with them and find out. So we had a meeting with the SIU.

ADV PAUL PRETORIUS SC: Who is we?

MR ANGELO AGRIZZI: Myself, Andries van Tonder, Gavin Watson was not there. He would not attend that. He was, he was rather be away from that. Frans Vorster was there, Brian Biebuyck was there and if I remember correctly Advocate Lourens ...[indistinct] was there and basically we had the meeting with the

20 SIU. There was Zuid Jacobs I think that was there, Clint Oellerman was there and there were various other people from the SIU. Those were the people who were there.

ADV PAUL PRETORIUS SC: Oellerman?

MR ANGELO AGRIZZI: Sorry?

ADV PAUL PRETORIUS SC: Can you spell that, Clint?

MR ANGELO AGRIZZI: Oellerman.

ADV PAUL PRETORIUS SC: Oellerman.

MR ANGELO AGRIZZI: It is like a school test. O-E-L-L-E-R-M-A-N.

ADV PAUL PRETORIUS SC: Well I am sure that name appears in documents.

MR ANGELO AGRIZZI: Yes, it was.

ADV PAUL PRETORIUS SC: That we will refer to in due course, but this meeting did it take place subsequent to another communication between?

MR ANGELO AGRIZZI: Yes. That was ...[intervenes].

ADV PAUL PRETORIUS SC: Bosasa on the one hand and the SIU on the other?

MR ANGELO AGRIZZI: That is correct.

10 **ADV PAUL PRETORIUS SC:** What was that communication?

MR ANGELO AGRIZZI: So the meeting, the, the other meeting was sorry we cannot have the servers checked now, because we are busy with month end and year end. So we tried to postpone it. So it was a letter of postponement.

ADV PAUL PRETORIUS SC: You refer in paragraph 32.2 in the second sentence to a communication.

MR ANGELO AGRIZZI: Yes.

ADV PAUL PRETORIUS SC: That preceded the meeting.

MR ANGELO AGRIZZI: Correct.

ADV PAUL PRETORIUS SC: What was that communication?

20 **MR ANGELO AGRIZZI:** That communication was to say that we have heard via the press that we are being investigated and we would like to have information regarding that so that we can tender our assistance.

ADV PAUL PRETORIUS SC: Right.

MR ANGELO AGRIZZI: Going forward.

ADV PAUL PRETORIUS SC: And the meeting then took place. Was any; what was

the outcome of that meeting?

MR ANGELO AGRIZZI: Well a date was arranged for the investigation and for the mirroring of laptops and that type of thing.

ADV PAUL PRETORIUS SC: So do I understand you correctly, it was agreed with the SIU precisely when they would come to image the hard drives and laptops at Bosasa?

MR ANGELO AGRIZZI: That is correct Chair.

ADV PAUL PRETORIUS SC: Right. The date that was arranged in that meeting with the SIU did it remain or was it changed?

MR ANGELO AGRIZZI: It was changed Chair.

10 **ADV PAUL PRETORIUS SC:** Why?

MR ANGELO AGRIZZI: Well it was changed because it was postponed on instruction, because we needed to give enough time to the IT Specialist to actually remove potentially damaging information.

ADV PAUL PRETORIUS SC: Who instructed the postponement?

MR ANGELO AGRIZZI: Well the postponement was instructed by myself and obviously I was instructed by Gavin Watson.

ADV PAUL PRETORIUS SC: Right and did representatives of the SIU eventually make mirror images of hard drives and laptops?

MR ANGELO AGRIZZI: Yes.

20 **ADV PAUL PRETORIUS SC:** Right. In paragraph 32.5 you talk about interaction between two Bosasa servers.

MR ANGELO AGRIZZI: Correct.

ADV PAUL PRETORIUS SC: Please explain to the Chair what you are saying there.

MR ANGELO AGRIZZI: So for redundancy purposes you would have two servers. The one being a Bosasa main server. The other one was linked to another server.

That is how I understand. I am not an IT Specialist, but when something is done on the one you can actually monitor it on the other one. So it is a mirror image. You have to arrange with a chap by the name of William Brandon and Max Leeson and those two youngsters have actually studied with one of the nephews and they were very trusted. So he, Gavin, personally arranged with them as he had a relationship with them to monitor what the representatives of the SIU, I think it was a Mr Jacques Malan who was to check up on what he was looking at and what he was doing and ...[intervenes].

ADV PAUL PRETORIUS SC: Yes, we will hear of Mr Malan later, but.

MR ANGELO AGRIZZI: Yes.

10 **ADV PAUL PRETORIUS SC:** To simplify things whilst Mr Malan or other representatives of the SIU were copying the data on the server that activity was being monitored on a connected server by the two gentlemen referred to in your affidavit?

MR ANGELO AGRIZZI: Correct, yes.

ADV PAUL PRETORIUS SC: Were the two gentlemen you refer to entrusted with any other task?

MR ANGELO AGRIZZI: I cannot; yes they had to delete potentially harmful information that was on the, on the server. I think we actually mention it here.

20 “They had to ensure that they removed information which might damage or implicate Bosasa prior to the mirror image being made.”

ADV PAUL PRETORIUS SC: Right. Let us deal with paragraph 33.1 then. Did you ever see a copy of the SIU Report?

MR ANGELO AGRIZZI: Yes.

ADV PAUL PRETORIUS SC: When did you see it?

MR ANGELO AGRIZZI: Sorry?

ADV PAUL PRETORIUS SC: When did you see it?

MR ANGELO AGRIZZI: I was sent a copy by Biebuyck.

ADV PAUL PRETORIUS SC: Right, when?

MR ANGELO AGRIZZI: I was actually in Paris at the time with Andries van Tonder, Gavin and we were on a holiday trip.

ADV PAUL PRETORIUS SC: Can you recall more or less when you saw it?

MR ANGELO AGRIZZI: It was in 2009. I cannot remember. Well let us think, it was summer in Paris.

ADV PAUL PRETORIUS SC: And in paragraph 33 you list some of the contents of the
10 report.

MR ANGELO AGRIZZI: Yes.

ADV PAUL PRETORIUS SC: Containing information that you say you were indeed previously aware of and then you list a number of items in paragraph 33. Just please read those out for the...

MR ANGELO AGRIZZI: Yes, I will...

ADV PAUL PRETORIUS SC: Chair.

MR ANGELO AGRIZZI: I will read them out.

1. Furniture bought for Gillingham and Mti.
2. Architectural fees.
- 20 3. Certain holiday trips paid for.
4. Certain cash deposits.
5. Certain vehicles purchased.
6. Certain sponsorships for children's varsity fees and/or tuition.
7. Provision of Forex for travel allowance.
8. Certain repairs and maintenance on houses.

ADV PAUL PRETORIUS SC: The third is the Televisions or CCTV Contract.

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: And the fourth is the Fencing Contract.

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: So it is only those four contracts between those two parties or sets of parties that are dealt with in this report.

MR ANGELO AGRIZZI: In this report, you are right.

ADV PAUL PRETORIUS SC: We know of course that there are many other contracts tainted with the type of evidence that you have given. Is that correct?

10 **MR ANGELO AGRIZZI:** That is correct.

ADV PAUL PRETORIUS SC: Alright. The allegations that were investigated which came from the Public Service Commission and the Office of the Auditor-General are listed in the middle of paragraph or in the middle of page 279. One of the more serious allegations referred to and those are the words in the executive summary are:

1. Firstly an irregular relationship existed between Bosasa or members of the Bosasa Group of Companies and secondly DCS, Department of Correctional Service Officials namely the former Commissioner of Correctional Services Mr L Mti, Commissioner Mti, and the DCS Chief Financial Officer, Mr P Gillingham.
- 20 2. The second allegation is that Commissioner Mti and Gillingham may have unduly received benefits as a result of the award of some of the contracts awarded by DCS to Bosasa and its affiliates.
3. The third allegation are two tenders namely the Kitchens tender and the Access Control tender were irregularly extended, and
4. Bosasa and its affiliates were responsible for drafting the bid specifications

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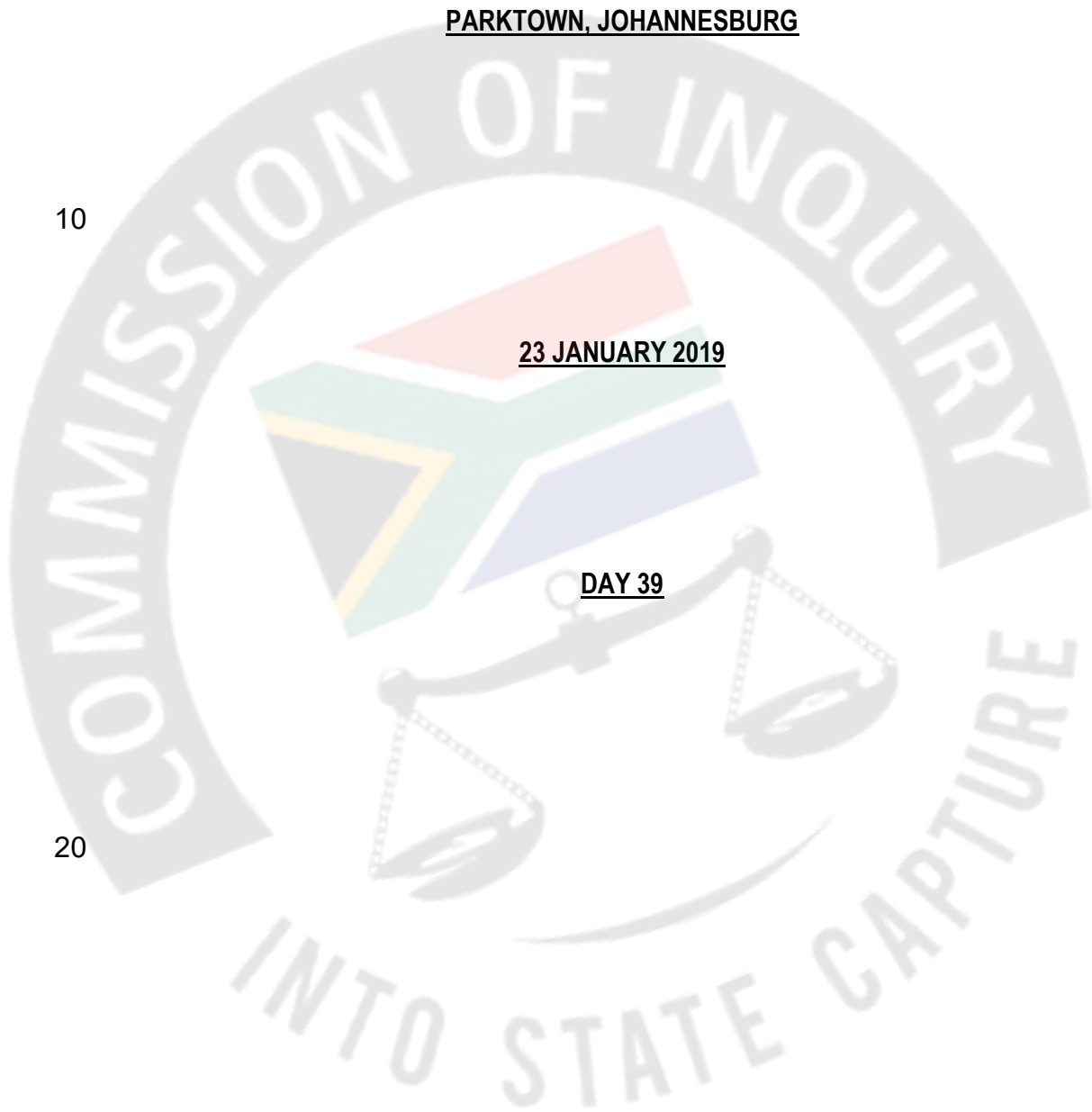
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Bosasa in an unduly advantageous position with reference to its competitors, but it would also have exposed the Department of Correctional Services to civil suits from unsuccessful bidders."

MR ANGELO AGRIZZI: In terms of Bosasa was given unduly advantage position that is correct. I cannot comment with regards to exposing DS2 as civil suits.

ADV PAUL PRETORIUS SC: Yes. We do know there were civil suits and the evidence will come through later.

MR ANGELO AGRIZZI: Correct.

10 **ADV PAUL PRETORIUS SC:** The report continues and this is the executive summary on page 280 to read:

"The evidence clearly indicates that Gillingham and Commissioner Mti received financial benefits from Bosasa after the award of this tender."

Now you have given your own evidence in this regard from your own recollection.

MR ANGELO AGRIZZI: Correct.

ADV PAUL PRETORIUS SC: You gave no evidence to the SIU investigation in respect of this finding?

20 **MR ANGELO AGRIZZI:** No, I did not.

ADV PAUL PRETORIUS SC: So they must have got it from a source other than you?

MR ANGELO AGRIZZI: Correct.

ADV PAUL PRETORIUS SC: It continues:

"The SIU was unable to find any lawful cause for such benefits being made to Gillingham and Commissioner Mti."

It goes on to say:

"The evidence further shows that Mr Mansell and Mr Smith both employees of the Bosasa group were instrumental in effecting these benefits to Gillingham and Commissioner Mti."

What is your comment there?

MR ANGELO AGRIZZI: My comment is quite simply that this is correct and – but the instruction to Mr Mansell is not clarified and I think that is probably going to occur now when the further investigation takes place, but the statement that is made is correct.

ADV PAUL PRETORIUS SC: The report continues to conclude:

10 "The timing of the benefits appear, appears to be sufficiently linked to the awarding of the kitchen's tender."

Do you agree with that? Is it consistent with your own knowledge?

MR ANGELO AGRIZZI: I can now agree to it, Chair, at the time I did not know about the rewards that were happening, that was happening without me knowing at that specific time. I now know and I can confirm.

ADV PAUL PRETORIUS SC: Alright. And the conclusion in the last sentence of the first paragraph on page 281 reads:

"In the circumstances it was unlawful for Gillingham and Commissioner Mti to have received these benefits."

20 The report goes onto to refer to extension of the kitchen's contract by Commission Mti on 17 May 2005. Do you recall that fact?

MR ANGELO AGRIZZI: I do recall it.

ADV PAUL PRETORIUS SC: Is it correct?

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: The SIU then sets out in the executive summary its

recommendations and we must remember these recommendations were made during or about 2009. Firstly that the DCS considers instituting civil proceedings for recovery of losses. Secondly that the DCS considers instituting disciplinary proceedings against Gillingham, Commissioner Mti no longer being in the employ of DCS and thirdly that the NDPP considers instituting criminal proceedings against Gillingham, Commissioner Mti, Bosasa, the latter's office bearers and to the extent that Mansell agreed CM Smith may not be office bearers of Bosasa, that they also be considered for prosecution in their personal capacities.

For present purposes the recommendation to the NDPP in 2009 in summary
10 form in relation to the kitchen's contract as we now refer to it is set out there.

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: What actually happened we will deal with insofar as we are able in due course as part of your evidence at least at this stage. The executive summary then continues on page 281 to deal with findings in respect of the access control tender HK2/2005. You have given evidence about that?

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: Do you recall that reference HK2/2005?

MR ANGELO AGRIZZI: Yes, I do.

ADV PAUL PRETORIUS SC: And is that a reference which coincides with your
20 recollection of the detail regard to the evidence that you have already given?

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: The report says:

"This contract was awarded to Sondolo IT an affiliate company
within the Bosasa group on 11 April 2005."

Correct?

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: In the next paragraph there is comment on the deviations or alleged deviations from supply chain management rules. We need not go there, but I want to go to the last paragraph on page 281.

"The evidence shows that Gillingham outside of his normal duties played an integral role from the outside in the procurement process and was irregularly instrumental in developing the tender specifications."

What do you know from your own knowledge of that statement Mr Agrizzi?

10 **MR ANGELO AGRIZZI**: My knowledge is that Gillingham assisted by Mansell drew up the final specifications that formed part of the bid document. That is really what I can say, I was involved with designing a system and that was then put together and formed part of the final document.

ADV PAUL PRETORIUS SC: When moneys were paid to Gillingham by Bosasa did you know whether Mr Gillingham was influential or exercised influence in respect of the decision to award the contract?

MR ANGELO AGRIZZI: Chair, I knew about it. I knew he was influential.

ADV PAUL PRETORIUS SC: Over the page, page 282 the first paragraph reads:

20 "According to the evidence of both the witness and Malan Bosasa was irregularly involved in drafting the bids specifications for this tender."

Let us just pause there a moment before we comment on the allegation. Reference is made to the witness. It is evident from the SIU report as a whole that someone from within Bosasa gave evidence to the SIU.

MR ANGELO AGRIZZI: Correct.

ADV PAUL PRETORIUS SC: We need not name the person, but it appears that evidence from within Bosasa to the SIU was used in the compilation of this report, amongst other evidence of course, for example Mr Malan's evidence and secondly that that was not your evidence.

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: Alright. It goes on to say:

10 "On the evidence of the witness Agrizzi requested him to prepare specifications in line with the technology Bosasa was employing in the kitchen's contract. According to him the specifications prepared by him were drafted in such a manner that the security aspects afforded Sondolo a clear advantage over the other bidders. The witness subsequently identified a number of similarities between the specifications prepared by him and those in the advertisement for this tender."

Are you able to comment on the correctness of the allegations in that paragraph?

MR ANGELO AGRIZZI: Chair, the accuracy is perfect.

ADV PAUL PRETORIUS SC: It goes on to read:

20 "On the evidence of Malan that is their Cyber Security Expert, a document entitled CCTV bid doc was retrieved from the DCS and Bosasa systems. The document contained specifications for the access control tender. Version 2 of the document was found on the Bosasa system whilst version 4 thereof was emailed by Gillingham from an email address belonging to Bosasa to Mr S Mlombile, Acting Chief Deputy Commissioner

Corrections of Department Correctional Services."

Do you know of your own knowledge anything of what is said in that paragraph?

MR ANGELO AGRIZZI: I do not know, Chair, I have never met Mr Mlombile at any stage, at any time.

ADV PAUL PRETORIUS SC: Let us just clarify. The access control tender, under what name did you know that bid to be?

MR ANGELO AGRIZZI: My understanding was that that was the HK2 of as reflected here and that was the access control tender itself.

10 **ADV PAUL PRETORIUS SC:** And you have given evidence about that?

MR ANGELO AGRIZZI: Yes.

ADV PAUL PRETORIUS SC: Previously.

MR ANGELO AGRIZZI: Correct.

ADV PAUL PRETORIUS SC: The report continues:

"Given the fact that the evidence disclosed that there was a close connection between Gillingham and Bosasa the probabilities point to the fact that he must have been aware of Bosasa's irregular participation in drafting the specifications."

20 To your knowledge quite apart from what is said here was Mr Gillingham aware of the irregular participation by Bosasa in drafting the specifications?

MR ANGELO AGRIZZI: Chair, I cannot comment on what if he was aware or not, Mr Gillingham. I cannot comment on what he was thinking.

ADV PAUL PRETORIUS SC: Were there communications between – well not on what he was thinking but what he was thinking but on your knowledge of the information received by him or not received by him as the case might be from Bosasa, in other

words were there communications, electronic communications between Bosasa and Gillingham regarding the specifications?

MR ANGELO AGRIZZI: There was communication. Regarding the specification I cannot remember exactly what was discussed or communicated there.

ADV PAUL PRETORIUS SC: Right, but you were instrumental in preparing specifications?

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: Were these specifications and in whatever form sent from your computer to Mr Gillingham's computer?

10 **MR ANGELO AGRIZZI:** My understanding was I would send it to two email addresses that were given to me. I might have, I cannot comment, I am not sure if I sent it directly to Gillingham or via one of those email addresses to Gillingham. I cannot recall.

ADV PAUL PRETORIUS SC: You are entirely correct. You do recall having said in your evidence that documentation including specifications was in fact sent to those two email addresses?

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: There is evidence later on in the SIU report as to the persons who would have received the information at those addresses.

MR ANGELO AGRIZZI: And that is correct.

20 **ADV PAUL PRETORIUS SC:** And we will get there. The next paragraph is not something that you would know directly, but perhaps it should be placed on record at that stage Chair. It reads:

“Despite the fact that the Department of Public Works had previously been engaged by the Department of Correctional Services to assist in drafting specifications for tenders involving

technical detail the evidence showed that the Department of Public Works was excluded by Gillingham and Commissioner Mti from the procurement process for this tender even though technical detail was involved.”

Now you yourself Mr Agrizzi gave some evidence and made some comment in regard to this.

MR ANGELO AGRIZZI: That is; that is true Chair and there was upset from the Department from Public Works on why this was, the process normal process was derailed.

10 **ADV PAUL PRETORIUS SC:** We continue on page 282.

“The evidence further showed that the bid submission period was reduced from 30 to 21 days without any apparent or justifiable cause. Given the technical nature of the tender and Bosasa’s participation in the drafting of the specifications for the bid the shortened period for submission of bids allowed Sondolo to enjoy an unfair advantage over the other bidders.”

What do you say about that statement?

MR ANGELO AGRIZZI: Chair that is true.

ADV PAUL PRETORIUS SC: Yes, we have dealt with the technical nature of the
20 tender. Let us continue, but perhaps you should comment. The nature of this tender and the knowledge and information required in relation to the technical detail. Was that substantial?

MR ANGELO AGRIZZI: Chair the information that we gathered was because we had been working there. So we understood the pitfalls what needed to be done. We had a good team working there. The provision of a security system. We knew exactly what to

design. So we had the upper hand. There was absolutely no ways given the fact that they had reduced the tender submission date from 30 days to 21 that anybody could compete with us.

ADV PAUL PRETORIUS SC: And that is confirmed in the next paragraph Mr Agrizzi which reads:

10 “Given the fact that Bosasa operated the Kitchens Contract and therefore had knowledge of the correctional centre environment the probabilities point to the fact that Sondolo enjoyed a significant advantage over its competitors because of its relationship with Bosasa.”

You have confirmed that.

MR ANGELO AGRIZZI: That is what I confirmed.

ADV PAUL PRETORIUS SC: And in those circumstances nevertheless the submission bid period was reduced from 30 to 21 days.

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: The last paragraph reads:

20 “Despite it being a bid requirement that bidders should have five years’ experience Sondolo was only registered seven days before the closing of bids, but was still awarded the tender. This was obviously a regular.”

Is that a correct statement?

MR ANGELO AGRIZZI: I refer to that in my affidavit as well.

ADV PAUL PRETORIUS SC: And it is correct?

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: And once again on page 283 the SIU Report concludes:

“The evidence clearly indicates that Gillingham received financial benefits from Bosasa after the award of this and the previous tender. The SIU was unable to find any lawful course for such benefits being made to Gillingham.”

And then it proceeds to make further statements consistent with its statements in relation to the previous contract. Paragraph 2 reads that is the second paragraph on page 283:

10 “The SIU did not conduct a comprehensive financial investigation as in the case of Gillingham. I into benefits Commissioner Mti may have received from Bosasa because of various limitations experienced during the SIU’s investigation. However the limited evidence gathered by the SIU indicated that he received benefits from Bosasa a few months before the Access Tender was granted to Sondolo.”

Now you have given evidence of the granting of benefits to both Mr Gillingham and Commissioner Mti over a period of time, but can you comment on that particular allegation regarding benefits given a few months before the Access Tender was granted to Sondolo?

20 **MR ANGELO AGRIZZI:** I found out when I received the report from the SIU that that it happened. I at one stage confronted some of the senior management in Bosasa and it has been confirmed.

ADV PAUL PRETORIUS SC: And then the third paragraph on page 283 reads:

“The Access Control Contract was extended by Commissioner Mti on 4 August 2005 in light of the irregular benefits received by him the extension of this contract was

irregular and unlawful.”

Do you; are you able to confirm as I think you have already stated in evidence that the Access Control Contract was indeed extended by Commissioner Mti?

MR ANGELO AGRIZZI: Yes, I confirmed.

ADV PAUL PRETORIUS SC: Then once again in the executive summary recommendations are made that the Department of Correctional Services considers instituting civil proceedings. That it considers instituting disciplinary proceedings and that it recommends to the National Director of Public Prosecutions that criminal proceedings be instituted against Gillingham, Commissioner Mti, Sondolo, Bosasa and
10 others. [Intervenes].

MR ANGELO AGRIZZI: I am aware of that, yes.

ADV PAUL PRETORIUS SC: Once again it is worth emphasis Chair that this happened in 2009. The executive summary continues with the third contract or tender on page 284 under the headings “Findings in Respect of the Fencing Tender HK24/2005”. Mr Agrizzi you gave substantial evidence in regard to the Fencing Tender the circumstances preceding its award and its award to Bosasa.

MR ANGELO AGRIZZI: That is correct Chair.

ADV PAUL PRETORIUS SC: Do you recognise that reference number, HK24/2005?

MR ANGELO AGRIZZI: I do.

20 **ADV PAUL PRETORIUS SC**: Is it the same contract ...[intervenes].

MR ANGELO AGRIZZI: That is.

ADV PAUL PRETORIUS SC: To which you referred earlier in your evidence?

MR ANGELO AGRIZZI: Chair that is the same contract.

ADV PAUL PRETORIUS SC: Right. The first paragraph reads which is consistent with your evidence:

“The Fencing Tender was awarded on 29 November 2005 to Phezulu Fencing (Pty) Ltd an affiliated company within the Bosasa Group.”

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: The report continues to deal with deviations from Supply Chain Management Directives, but we needed not deal with those with you. The third paragraph states:

10 “As in the case of the previous two tenders the evidence shows that Gillingham outside of his normal duties played an integral role from the outset in the procurement process and was irregularly instrumental in the developing of the tender specifications.”

Are you able to comment on the correctness of that allegation?

MR ANGELO AGRIZZI: It is correct.

ADV PAUL PRETORIUS SC: “In this tender...”

The report continues:

20 “...there was a heavy weighting in the evaluation criteria in favour of the integration of the fences with the computer software system namely the ON-IMIS System which Sondolo introduced through the Access Control Tender. This weighting accordingly favours Phezulu on account of it being an affiliate of Bosasa.”

Basically what was being said there is that in relation to a prior contract a software system had been introduced and in the evaluation criteria access to that system had been emphasised. You gave similar evidence in your testimony earlier. Just explain to the Chair firstly whether this is correct and secondly what has been said here?

MR ANGELO AGRIZZI: Chair this is correct, because what this does and this was the whole plan from the beginning was to encapture the Correctional Services by having the network as I explained, having the system the platform. So it is like having an Apple iPhone. Once you have got an Apple iPhone you have got the iCloud you have to use it and you end up with an iPad. Then you end up with a Mac Air and that was the whole concept behind the state capture here of Correctional Services was to put a system in there. Make every other tender reliant on that system. Then you controlled it.

CHAIRPERSON: So in a way, in a way you, you can always say there was a tender
10 and different companies, you know, put in their bids and Bosasa won, but actually the whole thing would have been manipulated in such a way that the, the winner could only be Bosasa or whoever Bosasa wanted to win.

MR ANGELO AGRIZZI: Correct.

CHAIRPERSON: Hm.

ADV PAUL PRETORIUS SC: So particularly in relation to this computer software system I understand that no other competing bidder could comply with the evaluation criteria because it did not have access to that system.

MR ANGELO AGRIZZI: And if they did have access to it if we did – I would not say they did not have access. They had access, but it was ludicrously high. So they would
20 have to spend 20/R30 million to have access to the system which would then increase their pricing.

ADV PAUL PRETORIUS SC: Right. Thank you for clarifying that. By access to the system I mean access to the system that had already been installed and was being operated by Bosasa. They could buy the system elsewhere I presume.

MR ANGELO AGRIZZI: Yes, they could, but they could not have access to the system

on site.

ADV PAUL PRETORIUS SC: Yes. The report continues in the next paragraph to read:

"An issue of concern to the SIU was the fact that substantial payments were made to Phezulu at the outset of the contract without adequate performance."

Do you know anything about that allegation?

MR ANGELO AGRIZZI: Yes, for school dumping took place and what actually happened was it was very strange, because the department wanted a guarantee, a bank guarantee, but at the same time they wanted a payment plan. So a payment plan
10 was created and what happened was they would check the bond stores, because we had equipment in bond. They would check that, sign off on that and then make prepayments, but a considerable amount of money was prepaid. I think it was well over R100 million.

ADV PAUL PRETORIUS SC: Without the goods having been delivered or installed?

MR ANGELO AGRIZZI: The goods were in a bond store sir. I just want to correct one thing. That there were bond stores all around the country and they were told this is bond store. I do not know if they ever checked. I personally cannot comment on it, because I did not run that project in detail.

ADV PAUL PRETORIUS SC: Well let us continue, but you used the word fiscal
20 dumping.

MR ANGELO AGRIZZI: Yes.

ADV PAUL PRETORIUS SC: It is dealt with later in this paragraph. So perhaps we should get there before we explain the concept.

MR ANGELO AGRIZZI: Sure.

ADV PAUL PRETORIUS SC: The paragraph continues:

“The SIU examined payments made to Phezulu in respect of this tender in terms of the contract provisions. 90 percent of the contract price was payable on deliver of the raw materials to the contract sites.”

Is that a correct statement?

MR ANGELO AGRIZZI: I cannot recall that specific amount. If it was 90 percent or 70 percent.

ADV PAUL PRETORIUS SC: But a large percentage. Can you confirm that?

MR ANGELO AGRIZZI: It was a major percentage.

10 **ADV PAUL PRETORIUS SC**: Right.

“The structure of this contract resulted in DCS making very large payments to Phezulu at a very early stage of the contract.”

Can you confirm that?

MR ANGELO AGRIZZI: Yes.

ADV PAUL PRETORIUS SC: Without any reference ...[intervenes].

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: Yes, one at a time we must speak otherwise the record is not going to read very well.

20 “Since this payment was shortly before the end of the financial year the SIU concluded that this was a case of fiscal dumping. That is to say when departments spend large amounts of money just prior to the financial year end to use up their budget irrespective of whether the department gets value for money for such spending.”

Now you used the word “fiscal dumping” or the words “fiscal dumping” yourself. Is this what you mean?

MR ANGELO AGRIZZI: That is exactly what I mean Chair.

ADV PAUL PRETORIUS SC: “A further issue of concern...”

The report continues:

10 “...is the fact that the bid conditions stipulated that the fences be erected by 17 March 2006. At the compulsory briefing session for this tender Gillingham confirmed that the erection of the fences was to be effected by 17 March 2006. Two bidders submitted project plans that complied with this deadline. However Phezulu submitted two project plans in terms of which they undertook to deliver raw materials to the site by 17 March 2006, but would install the fences at a much later date.”

Again evidence of undue advantage to Phezulu, but do you know anything about those allegations?

MR ANGELO AGRIZZI: I am aware of them, yes.

ADV PAUL PRETORIUS SC: Are they correct?

MR ANGELO AGRIZZI: They are correct.

20 **ADV PAUL PRETORIUS SC:** Are they correct?

MR ANGELO AGRIZZI: They are correct.

ADV PAUL PRETORIUS SC: Right. We learn there that Mr Gillingham was part of the Bid Evaluation Committee for this tender. Were you aware of that?

MR ANGELO AGRIZZI: I was aware of that.

ADV PAUL PRETORIUS SC: “In the Bid Evaluation Committee...”

The report states:

“...Gillingham scored the two service providers referred to above nought out of six for time and Phezulu a full six points. Despite the fact that its projected plan did not comply with the timelines.”

So what is being said here is that two bidders said that they would comply with the timelines for the installation of fences.

MR ANGELO AGRIZZI: Correct.

ADV PAUL PRETORIUS SC: They got nought out of six from Gillingham. Phezulu
10 said it could not comply, could only install the fences at a later date. It got six out of six. Were you aware of that?

MR ANGELO AGRIZZI: Perhaps they changed the scales of rating. I do not know. Maybe he did not understand it. I was not aware of that Chair until I had seen the report.

ADV PAUL PRETORIUS SC: Well the ...[intervenes].

CHAIRPERSON: Okay.

ADV PAUL PRETORIUS SC: The report then says perhaps understandably.

“The SIU finds this approach by Gillingham incomprehensible. Since on the face of it Phezulu's project plans clearly did not
20 comply with the tender requirements.”

Let us go on. The third paragraph on page 285 reads:

“The evidence clearly indicates that Gillingham had received financial benefits after the award of this and the previous two tenders. The SIU were unable to find any lawful cause for such benefits being made to Gillingham and the evidence further

shows that Mansell and Smith with close connections to Bosasa were instrumental in affecting these benefits to Gillingham.

You have already confirmed those facts in relation to a previous tender. Are you able to comment in relation to this tender on whether those allegations are correct?

MR ANGELO AGRIZZI: They are correct.

ADV PAUL PRETORIUS SC: Right. The report continues in relation to Commissioner Mti and Gillingham's failure to disclose these benefits in similar terms to the findings in relation to previous tenders, but that detail we can leave for the record.

10 Your evidence is your evidence. This is a different source of evidence. Then follow recommendations. Once again civil proceedings, disciplinary proceedings and a recommendation that the National Director of Public Prosecution considers instituting criminal proceedings against Gillingham, Commissioner Mti, Bosasa and others. Page 286 of the executive summary deals with findings in respect of the Television Tender HK25/2005. Once again Mr Agrizzi you have given evidence regarding Television Tender.

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: By reference to the report and by reference for example to details such as the reference number HK25/2005 are you able to say whether the
20 Television Tender being dealt with here is the same tender about which you gave evidence yesterday and on prior days?

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: The contract says the report was sent to Sondolo on 3 March 2006. You can confirm that?

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: Again deviations from Department of Correctional Services Procurement Directives are dealt with. We do not have to deal with that. The third paragraph reads:

“As in the case of the previous three tenders Gillingham outside the course of his normal duties played an integral role from the outset in the procurement process and was irregularly instrumental in the developing of the tender specifications.”

Are you able to comment on the correctness of those allegations ...[intervenes].

MR ANGELO AGRIZZI: They.

10 **ADV PAUL PRETORIUS SC:** Or these statements?

MR ANGELO AGRIZZI: They are correct.

ADV PAUL PRETORIUS SC: The next paragraph reads:

“Sondolo’s first invoice for payment was submitted on 13 March 2006 three days after the contract had been signed and it appears 10 days after the contract was awarded to Sondolo. The invoice was for 106 million and it was paid on 23 March 2006.”

Extraordinarily rapid payment for a state department, but be that as it may. This as in the Fencing Tender was once again a fiscal, case of fiscal dumping. Can you
20 comment?

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: Once again the statement is made:

“The evidence clearly indicates that Gillingham received financial benefits from Bosasa after the award of this and the previous tenders.”

Are you able to confirm that?

MR ANGELO AGRIZZI: That is confirmed.

ADV PAUL PRETORIUS SC: And so ...[intervenes].

CHAIRPERSON: So, I am sorry Mr Pretorius. So where an invoice was issued like three days after the signing of the contract that invoice and for as large an amount as R106 million was not and could not have been for work done already. Is it not?

MR ANGELO AGRIZZI: The motivation Chair was that it was imported products and needed to be paid up front.

10 **CHAIRPERSON**: Huh-uh.

MR ANGELO AGRIZZI: That was the motivation ...[intervenes].

CHAIRPERSON: Huh-uh.

MR ANGELO AGRIZZI: And the; that would assist in getting the payment paid up front.

CHAIRPERSON: So that that is the motivation that Bosasa gave to the, to Correctional Services?

MR ANGELO AGRIZZI: At the time yes.

CHAIRPERSON: At the time, ja. Was it a genuine and correct motivation?

MR ANGELO AGRIZZI: No, it was not. Some of it was, needed to be paid up front not all of it. Not, definitely not R103 million. I think it might have amounted to about 25
20 maybe R27 million.

CHAIRPERSON: Yes.

MR ANGELO AGRIZZI: The argument was as well to prevent forex fluctuations.

CHAIRPERSON: Hm. Okay, alright.

ADV PAUL PRETORIUS SC: Yes. Of course Chair and Mr Agrizzi the issue of whether a department such as the Department of Correctional Services should be in

effect financing the capital expenditure of the business is another question.

MR ANGELO AGRIZZI: 100 percent correct Chair.

ADV PAUL PRETORIUS SC: Similar comments are made in relation to the receipt of financial benefits and the nature of the evidence that the SIU gleaned in relation to Messieurs Gillingham and Mti, but that is generally similar to the other tenders and we need not go into that detail. Your evidence stands and the separate evidence contained in the SIU Report supported by affidavit stands. Once again recommendations made are the institution of civil proceedings, disciplinary proceedings and a recommendation the National Director of Public Prosecutions that criminal
10 proceedings be instituted. The; let us proceed then to the full report which starts at page 288 and I am, having providing summary I am just going to deal with sections of this relevant to your testimony and its possible corroboration or otherwise where there is evidence here that you do not agree with or that is different does not corroborate your evidence I would appreciate if I do not point it out to you, you will do.

MR ANGELO AGRIZZI: I will do.

ADV PAUL PRETORIUS SC: And I have asked that you examine this report carefully as part of your evidence.

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: The terms of reference of the investigation are set out
20 more fully on page 288. The terms of reference generally deal with the four contracts we have dealt with.

MR ANGELO AGRIZZI: That is right.

ADV PAUL PRETORIUS SC: The undue advantage in relation to drafting of specifications, the payment of monies and other issues are highlighted there. Let us just go to page 290 if we can. Amongst - and this is just for completeness sake Chair -

summarise this far, from your own memory, experience and knowledge you were able to say that files containing data relevant to the activities of Bosasa about which you have testified were tampered with or destroyed?

MR ANGELO AGRIZZI: Chair, I give full disclosure on what happened and how it happened and the persons involved in my actual affidavit.

ADV PAUL PRETORIUS SC: Alright. And from its own expert examination of the servers of Bosasa this appears to be corroborated by the evidence of Mr Malan?

MR ANGELO AGRIZZI: Mr Malan's report is very accurate.

ADV PAUL PRETORIUS SC: Let us continue then and I am going to take you to
10 page 312 if you would turn to that page please? Under the heading Commissioner Mti's former relationship with Bosasa the SIU records the outcome of its own investigations. You did not give any information as you have said to the SIU investigation in that regard.

MR ANGELO AGRIZZI: Not at all, Chair.

ADV PAUL PRETORIUS SC: But you did tell the, Chair, that as I recall Bosasa facilitated the registration of a company for Commissioner Mti?

MR ANGELO AGRIZZI: That is correct, Chair.

ADV PAUL PRETORIUS SC: What the report reads is...[intervenes]

CHAIRPERSON: I am sorry is that the one you said that was to be his mother's?

20 **MR ANGELO AGRIZZI:** Lianorah Investments, correct.

CHAIRPERSON: Yes, okay.

ADV PAUL PRETORIUS SC: Alright, the report reads:

"From the information obtained from the Registrar of Companies Commission Mti is the Director of a company called Lianorah Investment Consultancy Pty Limited."

Lianorah[spelt]. It continues:

"Further information from the Registrar of Companies indicated that Lianorah is one way or another linked to Bosasa."

And the links are there set out. Thereafter the report reads:

"At the time of Lianorah's incorporation Commissioner Mti was the DCS National Commissioner."

The company to which you referred in your evidence is that the company referred to here?

MR ANGELO AGRIZZI: That is correct.

10 **ADV PAUL PRETORIUS SC**: From your own knowledge there was a link between the incorporation of that company at least and Bosasa?

MR ANGELO AGRIZZI: I found out about it later after it had been done, after the news reports and I checked up on it, Chair, that is what happened.

ADV PAUL PRETORIUS SC: So you say that not only did the SIU investigate this issue and come up with these findings, but it was also independently from you reported in the press?

MR ANGELO AGRIZZI: Correct.

ADV PAUL PRETORIUS SC: I take it as given that you did not give the information to the press?

20 **MR ANGELO AGRIZZI**: I did not give the information to the press no.

ADV PAUL PRETORIUS SC: But the information here as far as you are aware is correct?

MR ANGELO AGRIZZI: Spot on, Chair.

CHAIRPERSON: I may have misunderstood you, but if I understood you correctly, maybe you need to say something about part of what is said here. I understood you to

be saying in relation to the company, I understood you to be saying Mr Mti had asked Bosasa or somebody in Bosasa to have a company registered for his mother but you may have meant that it was to be in his mother's name or something. Do you want to just clarify? I see here according to this report, I do not know whether the Director or a Director of that company or one of them was Mr Mti, I am not sure, but do you want to say anything about that?

MR ANGELO AGRIZZI: It was merely a namesake to give it the name Lianorah Incorporated I believe.

CHAIRPERSON: Yes, but it was Mr Mti's company?

10 **MR ANGELO AGRIZZI:** It was his company, Chair.

CHAIRPERSON: Okay, thank you.

ADV PAUL PRETORIUS SC: The report continues in respect of that company to say:

"The analysis conducted by the SIU has revealed that Lianorah was deregistered on 20 April 2007."

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: The report continues then with the analysis of contracts and deals firstly with the kitchen's tender HK2/2004. The extent of that contract is described in the first paragraph. Will you just look at that briefly please? Does that accord with your evidence and recollection?

20 **MR ANGELO AGRIZZI:** That is correct.

ADV PAUL PRETORIUS SC: So that the scope of the kitchen's tender entail the providing of full catering services including full maintenance of kitchen equipment, cleaning and training of DCS staff and inmates at correctional centres in seven management areas and those are set out.

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: Alright, the names of the management areas differ as I recall marginally only from the areas that you mentioned in your evidence, but just check those areas there please, are they correct?

MR ANGELO AGRIZZI: Well they are correct, yes.

ADV PAUL PRETORIUS SC: And the cost here recorded of the three year contract is stated as R239 427 694 per annum.

MR ANGELO AGRIZZI: That is correct, but you will recall that is the cost that was reflected on the tender submission document.

ADV PAUL PRETORIUS SC: You say that in actual fact the way in which the response
10 to the bid was constructed added expenses were permitted and charged?

MR ANGELO AGRIZZI: That is correct, Chair.

CHAIRPERSON: I do not know whether it was in relation to this particular contract or one of the others that you talked about yesterday, but it may have – I seem to think it was this one where I made a note next to the figure that you said over two years. I may have misunderstood you. Do you know whether yesterday you might have said the contract was over two years?

MR ANGELO AGRIZZI: Chair, I was referring to the Sondolo contract we were discussing at that time. Why it could be confusing is because the figure are very similar.

20 **CHAIRPERSON:** Yes, okay, so this was three years you confirmed.

MR ANGELO AGRIZZI: But this one was definitely over per annum.

CHAIRPERSON: Yes.

MR ANGELO AGRIZZI: And it escalated.

CHAIRPERSON: Yes.

MR ANGELO AGRIZZI: Because there were extensions to it and it was over a three

year period.

CHAIRPERSON: Okay, thank you.

MR ANGELO AGRIZZI: So just to give you an overview, Chair, the first year was about R270-million actual expenditure. The second year was in the region of about R320-million and the third year was about nearly R450-million. That is how it actually escalated.

CHAIRPERSON: That escalation was it occasioned by the expansion of the scope of the contract or were there some deliberate inflation of amounts?

MR ANGELO AGRIZZI: If you recall, Chair, I mentioned earlier in the testimony what
10 happened was the modelling was done on purpose to throw off the actual cost, so that when the modelling was done, if you remember the special meals and the normal meals they were adjusted so that they should have reflected 70/30 instead of the 90/10 as per the bid submission.

CHAIRPERSON: Yes, and when the escalation was done what was the justification advanced to DCS to Correctional Services for the escalation, do you know?

MR ANGELO AGRIZZI: Well the escalation would have been the normal price escalation which would calculate to 75% of SPIX that would happen annually. The second escalation there was no need to explain anything to anybody. We just did it.

CHAIRPERSON: So are you suggesting that what was wrong was what happened at
20 the beginning namely giving a lower figure on the prize, but with regard to the escalation you say that on its own there was nothing wrong with it. It is simply the fact that the true price was not disclosed at the beginning?

MR ANGELO AGRIZZI: That is correct Chair.

CHAIRPERSON: Okay, alright. Thank you and of course I, I guess it is obvious that the intention in not stating the truth, the correct, the true prize at the beginning was so

that the award of the tender to Bosasa would be seen to be justified on the basis of a lower price compared to other bidders who one assumes would give a true price.

MR ANGELO AGRIZZI: Correct Chair.

CHAIRPERSON: Hm, thank you.

ADV PAUL PRETORIUS SC: In relation to the Kitchen Tenders 2/2004 on page 303 the SIU record a little more extensively than in the executive summary the evidence that they gathered. You in your evidence spoke of a presentation made by Bosasa to the Department of Correctional Services at SuperSport Park in Centurion.

MR ANGELO AGRIZZI: Correct and ...[intervenes].

10 **ADV PAUL PRETORIUS SC**: Recall that evidence?

MR ANGELO AGRIZZI: Correct. I want to clarify a point, is that the meeting held at SuperSport Park actually happened in November 2004. Mr Freddie Engelbrecht made a statement and I recall this where he says the meeting was held in 2003. There was no meeting in 2003. He had his dates wrong. It was 2004.

ADV PAUL PRETORIUS SC: Apart from the date of the meeting as recorded here as having taken place between November 2003 and early 2004 are you able to say whether the facts other than the date set out here are correct?

MR ANGELO AGRIZZI: The facts are not 100 percent correct Chair. The meeting took place at SuperSport Park.

20 **ADV PAUL PRETORIUS SC**: Sorry before you go on, between you was the meeting?

MR ANGELO AGRIZZI: The meeting ...[intervenes].

ADV PAUL PRETORIUS SC: Between who?

MR ANGELO AGRIZZI: The meeting Chair was between a delegation of Bosasa and a delegation of Correctional Services officials.

ADV PAUL PRETORIUS SC: And ...[intervenes].

CHAIRPERSON: And Commissioner Mti was one the people who attended?

MR ANGELO AGRIZZI: Correct.

CHAIRPERSON: In terms of your evidence yesterday.

MR ANGELO AGRIZZI: Correct.

CHAIRPERSON: Ja.

ADV PAUL PRETORIUS SC: So who attended on behalf of the Department of Correctional Services as stated here are the attendees Mti, Gillingham and Engelbrecht. Are they at least correctly recorded as having attended?

MR ANGELO AGRIZZI: They are correctly recorded.

10 **ADV PAUL PRETORIUS SC:** And from Bosasa's side yourself and Mr Leshabane. Is that correct?

MR ANGELO AGRIZZI: Including others. Yes that is correct.

ADV PAUL PRETORIUS SC: And is it correct that a presentation was made to the attending Correctional Services Officials?

MR ANGELO AGRIZZI: Correct.

ADV PAUL PRETORIUS SC: Right. Any further comment in relation to that presentation?

MR ANGELO AGRIZZI: Chair I believe or I think where Mr Engelbrecht got confused was we showed them videos of the existing Catering Contracts which were with
20 Correctional Services and the videos streaming capabilities and how we managed to pick up various incidents in the catering facilities where offenders would be stealing or sometimes even officials stealing the food and that was the prelude to show them what other services we could offer. That was in November 2004. What was also explained to them was the Sondolo Systems which was the camera systems and a prelude to being able to motivate to be able to get the camera systems and security access

control. That is perhaps where Mr Engelbrecht got very confused. So the purpose of the meeting was to showcase and I allude to it in the affidavit that I have made, but the fact of the matter is the meeting took place in 2004 and we showed them, we showcased how the systems assisted us in managing the facilities.

CHAIRPERSON: You; when Mr Pretorius was asking you to say who was there from Bosasa you said, you suggested there were others other than yourself and Leshabane. Is that right?

MR ANGELO AGRIZZI: That is correct.

CHAIRPERSON: You want to just mention who those were?

10 **MR ANGELO AGRIZZI:** Well there was Ishmael Dekhane.

CHAIRPERSON: Hm.

MR ANGELO AGRIZZI: Joe Gumede.

CHAIRPERSON: Huh-uh.

MR ANGELO AGRIZZI: Papa Leshabane we have got. Jackie Leyds.

CHAIRPERSON: Hm.

MR ANGELO AGRIZZI: Thandi Makoko.

CHAIRPERSON: Hm.

MR ANGELO AGRIZZI: There would have been our Training Division, Jon ...[indistinct].

20 **ADV PAUL PRETORIUS SC:**

CHAIRPERSON: Hm.

MR ANGELO AGRIZZI: There were various other people who were there from maintenance. I cannot recall all of their names.

CHAIRPERSON: Hm, because I think your...[intervenes].

MR ANGELO AGRIZZI: Sorry Chair. It was a big delegation.

CHAIRPERSON: Your affidavit if I am not mistaken suggested that all in all there were about 40 people.

MR ANGELO AGRIZZI: Correct. I think there were about 14 or 20 from Bosasa.

CHAIRPERSON: From Bosasa.

MR ANGELO AGRIZZI: And about 14 or 20 from Correctional Services. I cannot remember exactly how many.

CHAIRPERSON: Yes. No that is that is fine. Even if we do not mention all of them. I just wanted to, you to mention some of those from Bosasa, yes.

MR ANGELO AGRIZZI: Thank you Chair.

10 **CHAIRPERSON:** You may proceed.

ADV PAUL PRETORIUS SC: Is that the same meeting about which you testified to the effect that Mr Gavin Watson was not present?

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: But that after the meeting Mr Gavin Watson gave you positive feedback that he had received in turn from Commissioner Mti.

MR ANGELO AGRIZZI: That is correct Chair.

ADV PAUL PRETORIUS SC: The next paragraph in relation to this presentation reads:

20 “The Bosasa presentation was to advise the DCS of the
 services Bosasa was able to provide including catering and
 measures to prevent the theft of food from prison kitchens.”

Is there a difference between your own evidence and this evidence which appears to emanate from Mr Engelbrecht?

MR ANGELO AGRIZZI: The evidence that comes from Mr Engelbrecht is incorrect. He has got the note, he has got the notion of it, but he does not under; I do not think he was paying attention to the presentation. What we did was, we showcased our camera

systems that we were currently using in the facilities of Correctional Services as a prelude to what we could do for them in terms of the Access Control and the Sondolo Contract. So that is actually what happened there. He has got, he has got it kind of right, but very wrong.

ADV PAUL PRETORIUS SC: Yes. So what you showed was existing measures.

MR ANGELO AGRIZZI: Exactly.

ADV PAUL PRETORIUS SC: Rather than prospective measures.

MR ANGELO AGRIZZI: Exactly Chair.

ADV PAUL PRETORIUS SC: But it was, the measures concerned the prevention of
10 theft of food from prison kitchens?

MR ANGELO AGRIZZI: Correct and we had some very good footage which we showed them of offenders stealing boxes of chicken. We had, we had a funny incident where a warder was sleeping at night by pushing two tables together. We had a few incidents and that is what we showed them. So that we sit, when we spoke to them explained to them that this gives you the facility and the ability to monitor it off site should something happen in one of the correctional centres.

ADV PAUL PRETORIUS SC: Yes. Mr Engelbrecht of course as per this report was an official of the Department of Correctional Services at the time?

MR ANGELO AGRIZZI: Correct.

20 **ADV PAUL PRETORIUS SC:** The next paragraph reads:

“This meeting took place not only prior to the advertising of the Kitchens Tender, but also before it was made known within the DCS that it would be outsourcing catering services, the full maintenance of the kitchen equipment and the training of DCS staff and inmates at correctional centre.”

That may be incorrect as well.

MR ANGELO AGRIZZI: It is very incorrect.

ADV PAUL PRETORIUS SC: [Intervenes].

MR ANGELO AGRIZZI: This took place before the awarding of the Sondolo TV Contract and the Access Control CCTV Contract for Sondolo. So he has got it horribly wrong in here. If I may add Chair that I think what they could do is they could actually get corroboration from some of the other DCS management staff who were there.

ADV PAUL PRETORIUS SC: There is reference on page 314 to an Executive Management Committee meeting having taken place in the Magaliesburg prior to
10 May 2004 where Mr Gillingham did a presentation regarding the outsourcing of catering services. Do you know anything about that?

MR ANGELO AGRIZZI: I am not aware of the actual meeting. I have read about it subsequently in the document itself.

ADV PAUL PRETORIUS SC: Right and there is reference there to an amendment to the Correctional Services Act regarding the provision of the food and the times at which food should be served. Is that relevant at all to your evidence?

MR ANGELO AGRIZZI: Well it is not really relevant Chair apart from that they had a problem to comply with the Act and that was one of the reasons why the initial training contract happened as far as I was told and thereafter we had to ensure that we
20 complied to the Act when we catered at that stage. That is the only relevance I can think of.

ADV PAUL PRETORIUS SC: The report states:

“At the time of this presentation Gillingham was the Regional Commissioner North West Mpumalanga and Limpopo presumably of Department of Correctional Services.”

It continues to say:

“Shortly after the presentation in Magaliesburg the Department of Correctional Services Chief Financial Officer Mr Tshivhase, T-S-H-I-V-H-A-S-E announced that the DCS would be outsourcing catering services.”

The important statement which I would like your comment on please:

“Gillingham was appointed as the project leader for this tender which was then prioritised.”

MR ANGELO AGRIZZI: I believe that to be correct.

- 10 **ADV PAUL PRETORIUS SC:** Did you know that Mr Gillingham was integrally involved in the processing of this particular tender?

MR ANGELO AGRIZZI: I was told subsequent to this coming out, yes.

ADV PAUL PRETORIUS SC: The timeline of the tender is dealt with. We need not go into the detail there. It is evidence separate from yours, but it seems that the times referred to in the last paragraph on page 314 were quite short. The tender was approved by Commissioner Mti on 24 May 2004. The bid was advertised on 21 May 2004. I do not understand the sequencing there and the closing date was 25 June 2004. In other words one month approximately.

MR ANGELO AGRIZZI: That is correct.

- 20 **ADV PAUL PRETORIUS SC:** Then in the same report under the same head at page 315 the report dealings with the drafting of the bid specifications. It seems that the SIU got its information from a Mr Mapasa the DCS Director of Procurement. Did you know that person?

MR ANGELO AGRIZZI: I have met him a few times, yes.

ADV PAUL PRETORIUS SC: Was he indeed the Department of Correctional Services

Director of Procurement?

MR ANGELO AGRIZZI: He was most definitely.

ADV PAUL PRETORIUS SC: Over the page at page 316 the report says:

“The SIU could find no evidence that a needs analysis or feasibility study was conducted prior to the initiation of this tender process.”

Do you know whether that is correct or not?

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: The next paragraph reads:

10 “Although the Kitchens Contract should have originated in the DCS Directorate Development and Care the SIU established that the need for the Kitchens Contract did not originate in this directorate nor did this directorate initiate the process.”

Do you know that ...[intervenes].

MR ANGELO AGRIZZI: That is ...[intervenes].

ADV PAUL PRETORIUS SC: As a fact or not?

MR ANGELO AGRIZZI: That is what read afterwards when the report came out and it seems to be a fact.

ADV PAUL PRETORIUS SC: Well you do not know from your own knowledge?

20 **MR ANGELO AGRIZZI**: I do not know from my own knowledge.

ADV PAUL PRETORIUS SC: And then reference is made to interviews with an Ms Sishuba, S-I-S-H-U-B-A the DCS Chief Deputy Commissioner Development and Care and Ms M Mbena DCS Director Health Services and they apparently advised the SIU that their directorates were excluded from the entire tender process despite the fact that nutrition fell under their directorates as end users. According to them Gillingham

had resumed responsibility for the initiation and implementation of the procurement process. Apart from the last sentence about which you have testified at length do you know anything about the other allegations concerning Ms Sishuba and Ms Mbena?

MR ANGELO AGRIZZI: I am aware of the allegations that were made.

ADV PAUL PRETORIUS SC: Okay. Were you aware at the time or just now that the allegations are made here?

MR ANGELO AGRIZZI: I; no I was aware of it after the report came out in 2009.

ADV PAUL PRETORIUS SC: Right. Did you know those two persons?

MR ANGELO AGRIZZI: Yes.

10 **ADV PAUL PRETORIUS SC**: At the time?

MR ANGELO AGRIZZI: Not at the time Chair. I only got to meet them after the award of the contract.

ADV PAUL PRETORIUS SC: There are further irregularities alleged in the following pages, but as you were not intimately involved in the internal process I am not going to question you about them at any length. The next paragraph that I would like to deal with is the fifth paragraph on page 316. You have testified of course as to the drafting of specifications for the tender. The paragraph reads and its first sentence:

20 “As regards the drafting of the specifications for the tender under discussion Pretorius informed the SIU that during a meeting he had with Gillingham the latter advised that he was developing specifications for the tender and handed Pretorius a two page document that he was requested to peruse.”

Do you know of the gentleman Pretorius?

MR ANGELO AGRIZZI: I do know the gentleman.

ADV PAUL PRETORIUS SC: Who was he? What office did he hold ...[intervenes].

MR ANGELO AGRIZZI: He was ...[intervenes].

ADV PAUL PRETORIUS SC: Or what post did he hold?

MR ANGELO AGRIZZI: He was in procurement.

ADV PAUL PRETORIUS SC: At Department of Correctional Services?

MR ANGELO AGRIZZI: Correct. That is correct.

ADV PAUL PRETORIUS SC: The only fact here concerning which you have commented and may still comment is whether Gillingham in fact was busy developing specifications for the tender?

MR ANGELO AGRIZZI: Well that was a given Chair.

10 **ADV PAUL PRETORIUS SC**: The specifications for this tender involved aspects of catering that are quite specialised.

MR ANGELO AGRIZZI: Correct.

ADV PAUL PRETORIUS SC: Such as the preparation of food, ration scales, quantities, amounts and other matters.

MR ANGELO AGRIZZI: Correct.

ADV PAUL PRETORIUS SC: The comment made on page 317 by the SIU is the following:

20 “It is unclear to the SIU what qualified Gillingham to draft the specifications for this bid as he only possessed a Matric qualification and was not a nutrition expert.”

Did you know of Mr Gillingham’s qualifications?

MR ANGELO AGRIZZI: Unfortunately at the time I did not. Now I do.

ADV PAUL PRETORIUS SC: But would it be appropriate for such specifications as you have described in relation to nutrition and catering at, and rationing to be drafted by someone not qualified in that field?

MR ANGELO AGRIZZI: There I have a difference of opinion Chair. The gentleman had ...[intervenes].

CHAIRPERSON: Yes.

MR ANGELO AGRIZZI: He had a wealth of knowledge. He had over 40 years' experience in the Correctional Services environment. So I do not think one can, can actually use that argument, but he could not have done it by himself. He would have had to be with a nutritionist, with a dietician in drafting the specification.

ADV PAUL PRETORIUS SC: And you do not know ...[intervenes].

CHAIRPERSON: Thank you.

10 **ADV PAUL PRETORIUS SC:** Whether that was the case do you?

MR ANGELO AGRIZZI: I; I am not aware.

ADV PAUL PRETORIUS SC: The report continues. The specifications revealed a number of unusual specifications being included in the bid. For example the installation of security cameras. The requirement that bidders must have accredited security personnel with proven track records of installing and monitoring off site CCTV and internet protocol surveillance and be International Standards Organisation compliant. They were required, bidders were required to have fully functional integrated Maintenance Departments with a minimum of five years' experience and various other requirements. The Chair may be interested in the confirmation here of the
20 specifications for the Catering Contract in regard to security installations and equipment and expertise. You have given evidence as to why generally such requirements might be included in the tender specifications. Just would you perhaps repeat that evidence in relation to this particular portion of the report?

MR ANGELO AGRIZZI: Chair what we did was we made sure and I allude to it in my affidavit as well is that we raised the bar. That for anybody to get into this type of

business they would have to comply with these minimum requirements. It was virtually unattainable.

CHAIRPERSON: Yes and these features were really not necessary for purposes of the tender. It was simply to give Bosasa an unfair advantage over other bidders.

MR ANGELO AGRIZZI: It was extremely restrictive for other bidders.

CHAIRPERSON: Thank you, hm.

ADV PAUL PRETORIUS SC: Yes.

MR ANGELO AGRIZZI: [Intervenes].

ADV PAUL PRETORIUS SC: Of course we must remember this is a Catering Contract.

10 **MR ANGELO AGRIZZI:** Correct. If I may give you an example Chair.

CHAIRPERSON: Yes.

MR ANGELO AGRIZZI: One of the things was a mobile kitchen. There was only at that stage ourselves that did that and for anybody to come up with something like that would take at least eight weeks of planning and about another three months of construction. So there was nowhere anywhere in the country they would have been able to find one to be able to comply to this and the bid was structured in such a manner that if you did not attain a 70 percent threshold you did not go to the second phase.

CHAIRPERSON: Yes.

20 **MR ANGELO AGRIZZI:** At one stage they had to push someone through just to; that there were two bidders that bid at the same, with us.

CHAIRPERSON: Yes.

ADV PAUL PRETORIUS SC: And we know of course is that there was approximately one month for persons to respond to the invitation to bid.

MR ANGELO AGRIZZI: Correct.

ADV PAUL PRETORIUS SC: And as commented on, on page 316 according to the affidavit of one Ms Truter, bottom of the page:

“In Truter’s view the tender was rushed, because on 10 May 2004 Gillingham had decided that the tender should be published on 21 May 2004.”

Well whatever the detail there is independent evidence of the tender being, tender process being “rushed”.

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: Particularly in relation to your own activities Mr Agrizzi
10 the report continues in the next paragraph to read:

“The SIU has further established from the witness...”

That is the whistle-blower.

“...that Agrizzi requested him to develop a solution for the installation of various types of security equipment in correctional centre kitchens. According to him he was informed by Agrizzi that the solution would added to the tender specifications to ensure that Bosasa enjoyed an advantage over the other bidders. The witness advises that the solution formed part of the eventual tender specifications.”

20 Does that accord generally with your own evidence?

MR ANGELO AGRIZZI: It does. I am not going to debate the accuracy of all the words, but it does.

ADV PAUL PRETORIUS SC: But if it is in accurate you must say so.

MR ANGELO AGRIZZI: I think the one issue is that we did not use the word “eventual tender specification”. It was for the blueprint of catering services. If you read my

statement it concurs.

CHAIRPERSON: So in effect Bosasa was drafting the roles of the game?

MR ANGELO AGRIZZI: That is right.

CHAIRPERSON: Bosasa was a player?

MR ANGELO AGRIZZI: That is correct.

CHAIRPERSON: Bosasa made sure through Mr Gillingham and Mr Mti that the ref was their ref?

MR ANGELO AGRIZZI: That is right Chair.

ADV PAUL PRETORIUS SC: The general import of this paragraph is that under your
10 supervision solution for the installation of various types of security equipment and
kitchens was added to the specifications for the Catering Contract in order to
advantage Bosasa.

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: We then go on to the findings of the SIU which appear
on page 318 under the head “The Bid Evaluation and Adjudication Process”.
Apparently there is evidence of Mr Gillingham as Chairperson of the relevant Bid
Evaluation Committee having signed a particular declaration form which indicated that
he had no interest in any of the bidders for the Kitchens Contract. Do you recall
anything about that form at all?

20 **MR ANGELO AGRIZZI:** I am ...[intervenes].

ADV PAUL PRETORIUS SC: Is that matters or is that a matter beyond your
knowledge?

MR ANGELO AGRIZZI: It is a matter beyond my knowledge but I am aware of it now,
because I had seen the SIU Report.

ADV PAUL PRETORIUS SC: The SIU also interviewed Mr Coetsee C-O-E-T-S-E-E

who was a member of the relevant Bid Evaluation Committee that evaluated the Kitchens Tender. Do you see that in the second last paragraph on page 318?

MR ANGELO AGRIZZI: I am aware of it.

ADV PAUL PRETORIUS SC: He and other Bid Evaluation Committee Members observed that the entire tender process had been managed by Gillingham.

MR ANGELO AGRIZZI: I, I cannot comment on what he is aware of or perceived.

ADV PAUL PRETORIUS SC: Yes.

MR ANGELO AGRIZZI: But I am aware of the statement made.

ADV PAUL PRETORIUS SC: Yes are you - is it consistent with your own knowledge
10 that the whole tender process was in fact managed by Gillingham?

MR ANGELO AGRIZZI: Yes.

ADV PAUL PRETORIUS SC: You know that?

MR ANGELO AGRIZZI: Yes Chair.

ADV PAUL PRETORIUS SC: It appears in the last paragraph that a complaint was made after the awarding of the tender by an entity called Sechaba S-E-C-H-A-B-A which questioned the basis upon which the tender had been awarded to Bosasa. Do you know anything about that?

MR ANGELO AGRIZZI: I am aware of that Chair.

ADV PAUL PRETORIUS SC: And the complaint apparently went around pricing, but it
20 is not necessary to go into detail. I would like to deal if I may with the allegations in the second paragraph on page 319. Do you remember earlier in your evidence we referred to or I put to you evidence regarding Mr Gillingham's status and how that changed under the direction of Commissioner Mti.

MR ANGELO AGRIZZI: I am aware of that.

ADV PAUL PRETORIUS SC: Alright. The paragraph reads:

“The SIU in the course of its investigation obtained a file relating to allegations of maladministration and misconduct against Gillingham.”

The paragraph further reads:

“Disciplinary action was recommended by DCS Deputy Commissioner Legal and Special Operations Advocate Nqobi N-Q-O-B-I and DCS Chief Deputy Commissioner Central Services Ms J Shriner.”

Do you know anything about those disciplinary proceedings, their recommendation?

10 **MR ANGELO AGRIZZI**: Chair I, I have read about it and I am aware of it, but I do not think it is relevant to the matter of state capture. This was an internal issue between him and his wife and him and his girlfriend. I do not think it had anything to do with state captures. So I think I would prefer if we, if we moved on from there.

ADV PAUL PRETORIUS SC: Well I am going to not move on from there at your invitation just to place these allegations in their proper context, because they may well when the evidence is examined have something to do with the evidence that we are talking about and I will tell you about it now.

MR ANGELO AGRIZZI: Okay.

ADV PAUL PRETORIUS SC: Contrary to the recommendations that is to institute
20 disciplinary action Commissioner Mti sent a letter to Gillingham in which on the one hand he chides him for his misconduct but on the other thanks him for repaying the irregularly obtained SNT monies which must have formed part of the charge. In the same letter Commissioner Mti proceeded to appoint Gillingham as the Department of Correctional Services Acting Chief Financial Officer which effectively gave him oversight of the procurement division. So in the face of recommendations by senior

like to deal with the first and the second one and then perhaps any other information under this head. Let us deal first with the extension of the kitchens contract described under the first head. The report reads: “As already observed the kitchens tender covered seven management areas.” You have confirmed that?

MR PAUL AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: The contract signed with Bosasa did not mention seven satellite correctional centres falling within the seven management areas. On September 2004 Bosasa proposed to Gillingham that the seven satellite correctional centres be included by way of an extension of the kitchens tender?

10 **MR PAUL AGRIZZI:** That is correct.

ADV PAUL PRETORIUS SC: The extension was recommended by Gillingham and authorised by Commissioner Mti on 17 May 2005.

MR PAUL AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: Do you know of those facts?

MR PAUL AGRIZZI: That is correct Chair.

ADV PAUL PRETORIUS SC: They are correct as set out here?

MR PAUL AGRIZZI: To the best of my knowledge yes those are correct.

CHAIRPERSON: Sorry Mr Agrizzi.

MR PAUL AGRIZZI: Yes Sir.

20 **CHAIRPERSON:** It might be something that you might deal with at some other stage that might be convenient. It may be that you – you cannot deal with it at any stage because you do not know. It would be interesting to find out how this relationship between Bosasa and Gillingham came about. Ja is that something you know and might deal with it and some stage or is that something that you do not know or when you

came to Bosasa there seemed to be relationship between the two Bosasa and Mr Gillingham?

MR PAUL AGRIZZI: Chair I can deal with it in – I refer to it in the affidavit. I can deal with it at any time it is fit for you.

CHAIRPERSON: Okay is it a long story or is a short story?

MR PAUL AGRIZZI: I think it is a fairly...[intervenes].

CHAIRPERSON: Or you want to ask me whether I want a longer version or a shorter version?

MR PAUL AGRIZZI: Well it is like the list going around. There is two version or three
10 versions now Chair.

CHAIRPERSON: Well maybe I will – Mr Pretorius you want me to leave it for you to pick up the right time to – for us to deal with it?

ADV PAUL PRETORIUS SC: I am going to make a note perhaps.

CHAIRPERSON: Ja.

ADV PAUL PRETORIUS SC: That the legal representatives can prepare a short supplement to the affidavit in that regard.

CHAIRPERSON: Ja, yes.

ADV PAUL PRETORIUS SC: The witness has given evidence.

CHAIRPERSON: Ja.

20 **ADV PAUL PRETORIUS SC**: Of his meetings with Mr Gillingham.

CHAIRPERSON: Ja.

ADV PAUL PRETORIUS SC: When those occurred.

CHAIRPERSON: Ja.

ADV PAUL PRETORIUS SC: And what occurred at those meetings. He has also given evidence as to the payments made to Mr Gillingham both those that he made and

others made but I understand your question to concern the prior formation of the relationship.

CHAIRPERSON: Yes, yes.

ADV PAUL PRETORIUS SC: And what the witness knows about that.

CHAIRPERSON: Yes, yes. I understand his evidence about his first meeting when he first met Mr Gillingham and when his second meeting was with Mr Gillingham just as he has told us about his first meeting with Mr Mti and his second meeting with Mr Mti. But I just want – I do not know whether or rather I doubt based on what I have seen in the affidavit that he meeting with Mr – his first meeting with Mr Gillingham marked the
10 beginning of the relationship between Mr Gillingham and Bosasa. My impression is that that relationship had been – was already there.

MR PAUL AGRIZZI: You correct.

CHAIRPERSON: Or he met him and I would like to know how it came about and who were involved in bringing it about.

ADV PAUL PRETORIUS SC: We will deal with that. Thank you Chair.

CHAIRPERSON: Thank you.

ADV PAUL PRETORIUS SC: Is this a convenient time?

CHAIRPERSON: Oh yes. We will take the lunch adjournment and we will resume at two o'clock. We adjourn.

20 **MEETING ADJOURNS**

MEETING RESUMES

CHAIRPERSON: Yes Mr Pretorius?

ADV PAUL PRETORIUS SC: Thank you, Chair. At page 321 of EXHIBIT S1 there is SIU evidence regarding the kitchen's or catering contract. I just want to deal firstly with the first extension referred to on that page. You confirmed as I understand it shortly

ADV PAUL PRETORIUS SC: Thirdly Bosasa irregularly participated in drafting the specifications for the tender.

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: Fourthly, documents were shared between yourself and others from Bosasa and Gillingham in relation to the evaluation criteria, guidelines and blueprints or other matters?

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: The report does not mention blueprints, it mentions evaluation criteria and guidelines, but you say that is correct?

10 **MR ANGELO AGRIZZI:** Yes.

ADV PAUL PRETORIUS SC: The evidence which is consistent with your evidence, the evidence gleamed by the SIU in the words of the report clearly indicates that Gillingham received financial benefits from Bosasa after the award of the kitchen's tender.

MR ANGELO AGRIZZI: That is correct, Chair.

ADV PAUL PRETORIUS SC: And then finally the extension of the kitchen's contract it was extended upon the recommendation by Gillingham and authorised by Commissioner Mti.

MR ANGELO AGRIZZI: According to Section 9 that is correct, yes.

ADV PAUL PRETORIUS SC: And is that in accordance with your knowledge?

20 **MR ANGELO AGRIZZI:** Correct.

ADV PAUL PRETORIUS SC: The recommendations I have referred to, I have referred you to civil proceedings, disciplinary proceedings and a recommendation of criminal proceedings. There is a fourth recommendation that the Department of Correctional Services cooperate with the National Prosecuting Authority for the purposes of the prosecution of the persons and entities mentioned in the report. Because the SIU

report follows the same pattern of the evidence in respect of this tender as in respect to previous tenders I am going to try and abbreviate your evidence, if possible, in the interest of time.

Would you go to page 325? Are you there?

MR ANGELO AGRIZZI: Yes.

ADV PAUL PRETORIUS SC: The access control tender had a reference number HK2/2005, is this the tender of which you spoke earlier in your evidence?

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: Contract value R236 997 385,31.

10 **MR ANGELO AGRIZZI:** That is correct.

ADV PAUL PRETORIUS SC: The timeline of the tender we need only mention that the time for the tender was reduced to 21 days.

MR ANGELO AGRIZZI: Correct.

ADV PAUL PRETORIUS SC: What was the level of technical complexity involved in compiling a response to a bid here?

MR ANGELO AGRIZZI: Chair, the technical requirements would mean that you would actually have to go out and understand the Correctional Services environment. It also means that you would have to design a system and ensure, because it is an integrated system and it had various levels of control and it was a distributed network, not only
20 over a local facility, but nationally, on a national grid, would require quite a lot of work.

You would need to set up a network and this was one of the very first VPN network set up in the country in conjunction with Telkom which alone would take you in the region of about six to eight months to get it going. So the complexity was intense here, although the system itself was very simple and easy to use and effective. It was a complex system to plan and to actually implement.

ADV PAUL PRETORIUS SC: Something easily done in 21 days?

MR ANGELO AGRIZZI: Virtually impossible, Chair, because in 21 days you have to compile a system, you have to have agreements with companies that provide network solutions, there is about 15 different subcontractors that you would need to employ and consult to get your correct pricing.

ADV PAUL PRETORIUS SC: Would you go to page 327 please? There at bullet two the SIU make the observation that Gillingham supported the recommendation regarding the security fences, but suggested that the Department of Correctional Service follows its own procurement process in respect of the security equipment and that all the funds
10 should be allocated before the end of March 2005. You have given general evidence as to the involvement of Gillingham in the process.

MR ANGELO AGRIZZI: Yes.

ADV PAUL PRETORIUS SC: And do you know that he supported the process and that this tender should be managed by the Department of Correctional Services rather than by any other entity?

MR ANGELO AGRIZZI: Chair, I am aware of a document that was actually sent to the Department of Public Works to say that the department would now be continuing on their own in terms of the regulations put down by Treasury and the fact that they were going to be following the PFMA method in doing procurement themselves.

20 **ADV PAUL PRETORIUS SC:** And that is confirmed in the next paragraph on page 326 where reference is made to Commissioner Mti saying that the Department of Correctional Service should follow its own tender process so as to not experience delays from the Department of Public Works. That is consistent with what you have just told the, Chair.

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: Let us go please to page 328? Under the head, bid specifications is a record of how the compilation of bid specifications was managed between Bosasa on the one hand and the Department of Correctional Services, particularly Gillingham on the other. You have testified to that.

MR ANGELO AGRIZZI: I have, Chair, that is correct.

ADV PAUL PRETORIUS SC: At the bottom of the page, the last three lines, the report reads:

10 "According to Venter, Gillingham explained to him that
 kobus@bfn.co.za was his residential email address from which
 he forwarded the document to his official DCS email address."
 It appears that the flow of documentation regarding bid specifications at least
 in this case was from Bosasa, Mansell, yourself or both to an email address created at
 the instance of Bosasa received by Gillingham and then forwarded on from there to
 Gillingham himself.

MR ANGELO AGRIZZI: That is correct, Chair.

ADV PAUL PRETORIUS SC: You say that you did not know this at the time?

MR ANGELO AGRIZZI: That is correct, Chair.

ADV PAUL PRETORIUS SC: In fact on page 329 the end of the first paragraph or let
us read that first paragraph.

20 "Through the SIU's investigation it was established that there
 was no Kobus employed as a consultant at the Department of
 Correctional Services and further that kobus@bfn.co.za was an
 email address belonging to Bosasa, paid for monthly by
 Bosasa between August 2004 and March 2005 which includes
 the day on which the document was emailed to Gillingham.

The SIU was further able to establish that a number of emails was sent by Agrizzi to Kobus."

You have given evidence that it is in fact so that you sent emails to the Kobus address?

MR ANGELO AGRIZZI: That is correct, I make note of that in my affidavits.

ADV PAUL PRETORIUS SC: Alright. And then of course it goes on to refer on page 329 to the fact that a document containing specifications had been given to a witness by yourself in December 2004. Do you see that in the fourth paragraph?

MR ANGELO AGRIZZI: I do see that.

10 **CHAIRPERSON**: Is that correct?

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: And at that stage the tender had not yet been advertised by the Department of Correctional Services?

MR ANGELO AGRIZZI: As far as I can remember that is correct.

ADV PAUL PRETORIUS SC: In relation to this contract and I do not know whether we have mentioned it in relation to this contract, it appears at the bottom of page 331 that both the bid evaluation committee and the bid NBAC, do you know what that stands for?

MR ANGELO AGRIZZI: National Bid Adjudication Committee.

20 **ADV PAUL PRETORIUS SC**: Bid Adjudication Committee had Gillingham there in one or other capacity. That is what the report says.

MR ANGELO AGRIZZI: I can agree that the report says that. Unfortunately I cannot confirm that is what happened.

ADV PAUL PRETORIUS SC: No, that is in order. Similar findings then are made as were made in respect of the previous contract regarding the benefits received by

Gillingham and Mti and in regard to the preparation of the bid, the involvement of Bosasa prior to the bid being advertised, the extension of the contract and other matters.

Emphasis is placed in paragraph 2 on page 335 to the reduction of the bid period to 21 days. I would just like to place that on record, if I may, Chair.

10 "The evidence further shows that the bid submission period was reduced to 21 days without any apparent cause. Given the technical nature of the tender and Bosasa's participation in the drafting of the specifications for the bid the shortened period for submission of bids and the fact that no site visits were allowed provided Sondolo with an unfair advantage over the other bidders. The SIU was unable to find any evidence indicating that there was any urgency for the resource covered by the access control tender."

That is consistent with your evidence.

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: What is new in this paragraph is the fact that according to the SIU competing bidders were not allowed to visit the site.

MR ANGELO AGRIZZI: That is correct.

20 **ADV PAUL PRETORIUS SC:** Yet you gave evidence of extensive visits and work being done by Bosasa officials before the bid was even advertised.

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: On site.

MR ANGELO AGRIZZI: That is correct, Chair.

CHAIRPERSON: Mr Pretorius I lost you, where are you now?

ADV PAUL PRETORIUS SC: Second paragraph on page 335.

CHAIRPERSON: Okay, thank you.

ADV PAUL PRETORIUS SC: If you want to have a look at that paragraph I can hold for a minute.

CHAIRPERSON: No, it is fine you may proceed in the meantime.

ADV PAUL PRETORIUS SC: The significance for reference to this paragraph is that not only was the submission bid period reduced to 21 days, but competitive bidders were not allowed site visits and yet that is in the fourth line and yet we know from the evidence of Mr Agrizzi that Bosasa employees had extensive opportunity to be on site,
10 take measurements and the like.

CHAIRPERSON: Was there a specific provision precluding oversized I mean visits to the sites or was the situation simply that at a practical level that was impossible to do it?

ADV PAUL PRETORIUS SC: The Annexures to the report, all I have at the moment, Chair, is the recordal of the fact that no site visits were allowed and this provided Sondolo with an unfair advantage.

CHAIRPERSON: Oh, okay. The paragraph says they were not allowed.

ADV PAUL PRETORIUS SC: Do you know about that?

MR ANGELO AGRIZZI: I am aware of that, Chair.

20 **CHAIRPERSON:** Yes, okay, no thank you. So the difference is that in regard to what you told us about yesterday a bidder who wanted to visit the sites would just have certain challenges in doing so, but it was not precluded as such, but here according to this paragraph site visits were not allowed.

MR ANGELO AGRIZZI: It was impossible for them to take everybody around.

CHAIRPERSON: Yes, but you appreciate the difference between...[intervenes]

MR ANGELO AGRIZZI: Yes.

CHAIRPERSON: The impossibility and a rule saying may not be done. Okay.

MR ANGELO AGRIZZI: Correct.

ADV PAUL PRETORIUS SC: The matter is dealt with again in paragraph 4 on page 335 where the SIU report says:

"Since Sondolo enjoyed access to the correctional centre environment, because of Bosasa's kitchen's contract, the fact that no site were allowed in effect follow a significant advantage over its competitors."

10 **MR ANGELO AGRIZZI**: That is correct, Chair.

ADV PAUL PRETORIUS SC: The report under this head repeats the evidence regarding benefits received by Gillingham and Commissioner Mti and its recommendations again include the institution of civil proceedings, disciplinary proceedings, criminal proceedings and plea to the DCS that it cooperate with the NPA for the purposes of prosecutions.

On page 337 the fencing tender is dealt with in the report. Again I am going to refer only to certain aspects of the report, because the pattern follows the same pattern as earlier evidence. Do you recognise the code or the reference number HK24/2005?

20 **MR ANGELO AGRIZZI**: I do most definitely.

ADV PAUL PRETORIUS SC: Is that the same fencing tender to which you have referred in your evidence?

MR ANGELO AGRIZZI: That is correct, Chair.

ADV PAUL PRETORIUS SC: It seems that the fencing tender was published on 14 October 2005 with the closing date one month later, November 2005.

MR ANGELO AGRIZZI: That is correct, Chair.

ADV PAUL PRETORIUS SC: And the contract was actually signed between Phezulu and the Department of Correctional Services on 30 November 2005.

MR ANGELO AGRIZZI: I presume that date is correct, I cannot remember that specific date.

ADV PAUL PRETORIUS SC: Mr Agrizzi perhaps you could comment to the, Chair, in relation to the period of one month and the technical complexity of the bid and whether that one month period would have been sufficient for a comprehensive bid to be submitted.

10 **MR ANGELO AGRIZZI**: Chair, I think I mention it and I allude to it in my affidavit and I think we made it very clear that it is impossible to actually be able to conclude the bid in that period of time.

ADV PAUL PRETORIUS SC: Alright and again as with the previous contract the SIU concluded at least that the tender was initiated by Mr Gillingham. That appears on page 338. Are you aware of those internal processes?

MR ANGELO AGRIZZI: I am not aware of the internal. I see them now, but I was not aware at the time.

ADV PAUL PRETORIUS SC: Again as appears from page 339 it seems that Mr Gillingham was influential in ensuring that the Department of Correctional Services
20 should do its own procurement process and not make use of the Department of Public Works and that that request was approved by Commissioner Mti. That at least is consistent with your evidence.

MR ANGELO AGRIZZI: Correct.

ADV PAUL PRETORIUS SC: Then interestingly and this has been alluded to before, paragraph 3 reads that:

“A Mr Venter gave evidence to the SIU in respect of this contract.”

Do you know who Mr Venter was or is?

MR ANGELO AGRIZZI: Yes I am aware of who Mr Venter is.

ADV PAUL PRETORIUS SC: Who is he?

MR ANGELO AGRIZZI: Mr Venter at one stage was responsible for security at, as Head of Security for the Department of Corrections and he worked, he was also the client responsible for the Fencing Contract. He subsequently I believe has left and now works for a company called SA Fence and Gate.

10 **ADV PAUL PRETORIUS SC**: The report reads:

“Venter informed that he completed the request to invite bids [tenders] form on 11 October 2005, but deliberately refrained from competing the estimated expenditure section as his directorate did not have the budget for such a project. The R180 million allocated for the project came from the savings on the compensation of employees’ budget.”

I just mention that for the sake of completeness, but I presume you do not know anything about that.

MR ANGELO AGRIZZI: Not at all Chair.

20 **ADV PAUL PRETORIUS SC**: Then an; you, you gave evidence in relation to employees of Bosasa attending at site and measuring with a ...[indistinct] light. Do you recall that?

MR ANGELO AGRIZZI: That is correct. I reported in my affidavit on Jarryd Mansell and an engineer going out with a ...[indistinct] light measuring up the sites before I ever knew about the promulgation of this tender.

ADV PAUL PRETORIUS SC: A highly sophisticated ...[indistinct] light connected ...[indistinct] light?

MR ANGELO AGRIZZI: That is correct Chair.

ADV PAUL PRETORIUS SC: And it is apparent that for this purpose Bosasa officials were allowed access?

MR ANGELO AGRIZZI: That is correct Chair.

ADV PAUL PRETORIUS SC: Was that for the purposes of this particular Fencing Tender?

MR ANGELO AGRIZZI: That is correct Chair.

10 **ADV PAUL PRETORIUS SC:** Well what is interesting is what appears on the bottom of page 339.

“The same Mr Venter was request by the SIU to explain how the distances of the fences has reflected in an extract from the bid document entitled Appendix A, a list of centres was determined. He explained that due to time constraints he had requested the heads of the centres that he had identified as requiring fencing to appoint officials to measure the distances by foot.”

It is rather remarkable admission for such a complex tender. Do you know anything
20 about that?

MR ANGELO AGRIZZI: I am not aware of the fact that they had to measure it by foot, but what I can tell you is that it would be ideal to get them to do it by foot, because it would confuse everybody, because they would obviously make mistakes.

ADV PAUL PRETORIUS SC: Then over the page and this is something you alluded to in your evidence generally Mr Agrizzi. There is reference made to:

“Subsequent variation orders amounting to approximately R100 million.”

And then there is reference to:

“Additional work such as the removal of trees and substations, construction of guardhouses, blasting and installation of blasting and I suppose the related installation of generators due to inadequate electricity supplies as well as erecting additional fences.”

Can you comment in regard to that?

10 **MR ANGELO AGRIZZI**: Chair I would like to comment there. I was vehemently opposed to that, the 100 million. We had an accountant at the stage and he had kept putting in for variation orders, variation orders. I was not happy after a while and I actually told them to stop. I think I might have put a, I think I might have actually sent out an email to tell them to freeze all variation orders, because already the contract was R437 million or whatever and it was just growing and growing and growing and it would have attracted attention and quite simply it was not necessary. So, yes I believe that the SIU have investigated that aspect, but I think they need to go into it even deeper.

ADV PAUL PRETORIUS SC: Well the SIU do say that according to another witness Mr Stan by 22 May 2009 over R94 million had been paid to Phezulu in respect of
20 variation orders.

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: And there is more money still due or was due at that stage.

MR ANGELO AGRIZZI: It actually got out of hand quite simply.

ADV PAUL PRETORIUS SC: Again in relation to bid specifications and how those

were compiled you have given your evidence. I do not think it is necessary to deal with what is said here, because it deals largely with matters internal to the Department of Correctional Services.

MR ANGELO AGRIZZI: Correct.

ADV PAUL PRETORIUS SC: But under the head “The Bid Evaluation and Adjudication” it is important to place on record what is said at the bottom of page 340, because there is independent evidence that maybe put before you Chair. It reads:

“Truter...”

T-R-U-T-E-R

10

“...a procurement official within the Department of Correctional Services informed the SIU that he had received a request from his Supervisor, Pretorius, after closure of the bids to inform Commissioner Mti who the bidders were. Despite being uncomfortable with the request because information relating to the tender was confidential and people outside the procurement process should not have access to such information. Truter drafted such a memorandum to the Commissioner.”

I do not expect you to comment unless you have any knowledge of that.

20 **MR ANGELO AGRIZZI**: Quite simply I have not got any knowledge of that specific request, but I find it very strange that it is in there, because normally tenders are opened up in front of everybody and all the names are recorded and, and discussed. So I do not understand why that would be a problem. That is just my comment Chair.

ADV PAUL PRETORIUS SC: At the bottom of page 341 reference is made to the CIDB. That is the Construction Industry Development Board prescripts for the provision of Fencing Services.

would therefore appear that whereas before the Technical Committee none of the bidders could or made it, made 70 percent. Once it was Mr Gillingham who was considering what marks or what, what marks to or points to award to these not only was there no bidder who got, other than Sondolo IT who got more than 64 percent, but actually Sondolo IT got far more than 70 percent.

MR ANGELO AGRIZZI: Correct.

CHAIRPERSON: Hm.

MR ANGELO AGRIZZI: So Chair what must have happened was the other individuals must have been scored zero.

10 **CHAIRPERSON**: Hm.

MR ANGELO AGRIZZI: And Sondolo IT must have been scored the full marks.

CHAIRPERSON: Hm, hm. Ja, thank you.

ADV PAUL PRETORIUS SC: There is further evidence recorded by the SIU in its reports in the following paragraphs which casts a further shadow on Gillingham's involvement, but I am not sure that you could comment directly on that.

MR ANGELO AGRIZZI: I cannot comment on that, no.

ADV PAUL PRETORIUS SC: Again on page 880, 898 rather under the head "Contract Management" it seems that on delivery of materials 90 percent of the bid price was to be paid and 10 percent after completion and installation.

20 **MR ANGELO AGRIZZI**: That is correct Chair.

ADV PAUL PRETORIUS SC: Again the report refers to benefits received by Gillingham and Mti and goes into detail in relation to the findings which appear from page 898 and following. Interestingly on page 899 paragraph 4 there last two sentences read:

"The payment of R106 million was paid to Sondolo on
23 March 2006 13 days after the contract was signed. Since

this payment was shortly before the end of the financial year
this amounts to fiscal dumping.”

You yourself had made reference to that concept before.

MR ANGELO AGRIZZI: That is correct. That was the rot that was there Chair.

ADV PAUL PRETORIUS SC: Once again the recommendations mirror the
recommendations made in respect of the other contracts. They appear at page 900.

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: May we move on to another topic still within the confines
of the SIU Report at page 901? You yourself from your own knowledge had given
10 evidence as to benefits other than financial benefits received by a person such as
Gillingham and Commissioner Mti and members of their families.

MR ANGELO AGRIZZI: Correct.

ADV PAUL PRETORIUS SC: The SIU investigations appear to have been quite
detailed and they list a number of non-monetary, but nevertheless valuable benefits
received by Messieurs Gillingham and Mti at page 901 and following. The first item
referred to is a VW Golf 5 2005 model and the records examined by the SIU indicate
that this vehicle was purchased at Glen Volkswagen Dealership in Glenvista. Do you
recognise this item and its purchase?

MR ANGELO AGRIZZI: I, I was not present when it was purchased, but I know it, yes.

20 **ADV PAUL PRETORIUS SC**: You gave evidence about a Mercedes and a Golf having
being purchased.

MR ANGELO AGRIZZI: That is right.

ADV PAUL PRETORIUS SC: I just want to know, there are several vehicles here. I
just want to know if you can specific which vehicles you referred to in your evidence.

MR ANGELO AGRIZZI: The vehicles I referred to if I, if we could turn to my evidence

is a Golf, not a Golf sorry. A Polo and a Mercedes.

ADV PAUL PRETORIUS SC: Alright. Well let us go over the page on page 902, I am sorry. Just for the sake of completeness the Golf 5 2005 model referred to on page 109 refers to the vehicle having being purchased by Gillingham on 1 September 2004 at a cost of R196 959,97 and then an analysis of Gillingham's Absa Bank account a deposit appeared in the same amount having been made on 30 August 2004. That is two days prior to the purchase date of the vehicle. Do you know anything of that?

MR ANGELO AGRIZZI: I know of the purchase of the vehicle now. At that stage I was not even aware of it.

10 **ADV PAUL PRETORIUS SC:** This is at page 901. I gave the wrong number earlier and I am receiving a flurry of notes in that regard. My apologies Chair.

CHAIRPERSON: Mr Pretorius you must not complain. You are getting assistance.

ADV PAUL PRETORIUS SC: Yes. Three notes for that one Chair. You can imagine how many other notes I must get in other matters.

CHAIRPERSON: [Laughing].

ADV PAUL PRETORIUS SC: I am receiving expert assistance I might say.

CHAIRPERSON: People give you, do not give you assistance you complain. People give you assistance you complain.

20 **ADV PAUL PRETORIUS SC:** No I am just remarking perhaps to lighten up proceedings.

CHAIRPERSON: Okay. Yes, no, no that is fine.

ADV PAUL PRETORIUS SC: Okay at page 901 the VW Golf 2005 model is referred to.

MR ANGELO AGRIZZI: Yes.

ADV PAUL PRETORIUS SC: In short what the SIU investigation reveals is at least as far as the report is concerned that that vehicle was purchased by Mr Gillingham and paid for by Bosasa?

MR PAUL AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: And the examination of the flows of the money appear in the last paragraph on page 901. Then on page 902 reference is made to a Mercedes E Class E270 2004 model purchased by Gillingham from Grand Central Motors in Midrand. Did you know anything about that?

MR PAUL AGRIZZI: That specific vehicle I did not know about.

10 **ADV PAUL PRETORIUS SC:** Right.

MR PAUL AGRIZZI: There is a further Mercedes that I know about.

ADV PAUL PRETORIUS SC: But it seems that at least the deposit R155 000,00 was seen on an analysis of Gillingham's ABSA bank cheque account and information obtained from the ABSA bank revealed that the R155 000,00 cheque deposit was made by Smith with the reference Mansell.

MR PAUL AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: Would you be able to recognise that transaction?

MR PAUL AGRIZZI: That is correct but at the time I did not know about the transaction. I found out about this transaction afterwards.

20 **ADV PAUL PRETORIUS SC:** Yes.

MR PAUL AGRIZZI: Long after.

ADV PAUL PRETORIUS SC: But before you read the report?

MR PAUL AGRIZZI: Sorry?

ADV PAUL PRETORIUS SC: Before you read the SIU report?

MR PAUL AGRIZZI: No.

ADV PAUL PRETORIUS SC: So you found out about it on reading report?

MR PAUL AGRIZZI: Chair if I can – I found out about these vehicles I did not know about these two specific vehicles I only found out about that when I was in Paris and I received a full copy of the report.

ADV PAUL PRETORIUS SC: Right.

MR PAUL AGRIZZI: That is when I found out about it. If you look at my affidavit I refer to the vehicles that I knew about. I do know that – I knew about these vehicles now and since 2009 when I got the report. I just want to clarify that because up until then when these vehicles were purchased this was kept away from everybody. It was
10 handled between Dr Smith and Danny Mansell.

CHAIRPERSON: Yes. You said a while ago you know about another Mercedes?

MR PAUL AGRIZZI: Yes.

CHAIRPERSON: Or you knew about another Mercedes?

MR PAUL AGRIZZI: Correct.

CHAIRPERSON: I am not sure whether are among the vehicles that you mentioned in you earlier evidence there was a Mercedes or is it a – is that new information you want to tell us about?

MR PAUL AGRIZZI: No, no I think it is in this document Chair.

ADV PAUL PRETORIUS SC: It is coming.

20 **CHAIRPERSON:** It is in your affidavit?

MR PAUL AGRIZZI: Yes it is coming.

CHAIRPERSON: Oh it is coming oh okay, okay.

MR PAUL AGRIZZI: Yes. It is late in 2008 or 2009.

CHAIRPERSON: Okay no that is fine.

ADV PAUL PRETORIUS SC: Then also on page 902 reference is made to a silver VW Polo 2006 model. Do you know of this vehicle and its purchase?

MR PAUL AGRIZZI: This specific vehicle here I was not aware of. I only found out about this later.

ADV PAUL PRETORIUS SC: Right. In any event the evidence gleaned by the SIU is recorded here. It may be the subject of other affidavits. But let us go to the last paragraph under this head on page 903. Do you know who Ryan Albert Gillingham is?

MR PAUL AGRIZZI: That is Patrick Gillingham's youngest son.

ADV PAUL PRETORIUS SC: Okay. It appears that this particular vehicle was
10 registered in his name.

MR PAUL AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: We do not know whether to the knowledge of young Gillingham or not and I am referring to the purchase. Then on page 903 at the bottom of the page there is reference to a white VW Polo 2006 model.

MR PAUL AGRIZZI: I am aware of that vehicle I was there when it was purchased.

ADV PAUL PRETORIUS SC: Right. And who paid for that vehicle?

MR PAUL AGRIZZI: That vehicle was paid for by Bosasa.

ADV PAUL PRETORIUS SC: Right. And the detail of that purchase and the ultimate destination of the vehicle are dealt with on pages 903 and 904.

20 **MR PAUL AGRIZZI:** That is correct.

ADV PAUL PRETORIUS SC: What is contained in the report is the remark that the ultimate recipients of those vehicle would not have been able to afford them.

MR PAUL AGRIZZI: That is true.

ADV PAUL PRETORIUS SC: Then at the bottom of page 904 there is reference to a Mercedes E Class 320 E320 2007 model. Do you know about that?

MR PAUL AGRIZZI: I am aware of that transaction.

ADV PAUL PRETORIUS SC: Right for whom was that vehicle purchased?

MR PAUL AGRIZZI: That was for Patrick Gillingham.

ADV PAUL PRETORIUS SC: And who paid for it?

MR PAUL AGRIZZI: It was paid indirectly by Bosasa.

ADV PAUL PRETORIUS SC: Right. But ultimately at Bosasa's expense?

MR PAUL AGRIZZI: Yes that is correct.

ADV PAUL PRETORIUS SC: And the detail of those transactions are contained in the report at page 905?

10 **MR PAUL AGRIZZI**: No.

ADV PAUL PRETORIUS SC: If you just glance over it quickly do you recognise those transactions as referred to there?

MR PAUL AGRIZZI: Chair I recognise these transactions. I had to give a loan to Mr Bonifacio. Mr Bonifacio worked as the accountant at that stage. I transferred R180 000,00 into his account and he then paid the vehicle's deposit with the R18 000,00. That came from my account and it was a loan to him it was recorded as such. So I am aware of that transaction.

ADV PAUL PRETORIUS SC: Were you reimbursed?

MR PAUL AGRIZZI: Yes I was I received a bonus.

20 **ADV PAUL PRETORIUS SC**: And it seems that the evidence here may show that it was only the deposit that was paid by Bosasa. Do you know the extent to which this vehicle was financed by Bosasa?

MR PAUL AGRIZZI: They had a – he had a trade-in on a vehicle are you referring to that on the old trade-on of the ...[intervenes]

ADV PAUL PRETORIUS SC: No I am just saying that all I see here on page 905 is payment of the amount of R18 000,00 for that vehicle. I am not sure whether that was payment for the full cost of the vehicle or whether it was part cost?

MR PAUL AGRIZZI: I cannot remember right now. I am sure it was part of and what I can tell you is that the vehicle that he was driving could not be traded in and it was – it was sold to a person who worked at Bosasa who took over the vehicle. I think it was about R100 000,00 or R12 000,00 Chair and that money was reimbursed to Patrick Gillingham through Consilium. I have a feeling that perhaps that was the final payment on the car the R180 000,00. So my answer to you Advocate Pretorius would be yes
10 that was probably the balance of the payment of the vehicle.

ADV PAUL PRETORIUS SC: Alright. Then in the report at page 906 there is a heading CASH AND CHEQUE DEPOSITS and reference to table 12 which according to the report illustrates cash and cheque deposits received by Gillingham. And what follows in the table is a series of payments in various amounts. Are you able to comment on this table?

MR PAUL AGRIZZI: No at that stage all payments to Gillingham and to Mti would be handled by Mansell and Watson and Smith we were not aware of that. That was kept very hush hush. So I see them I was not aware of these payments at the time up until about 2006/2007.

20 **CHAIRPERSON:** Would these payments have been separate from the monthly payments that you told us about that Bosasa was paying Mr Gillingham?

MR PAUL AGRIZZI: That is correct Chair they would have been separate.

CHAIRPERSON: Okay. They would be separate?

MR PAUL AGRIZZI: Yes.

CHAIRPERSON: Okay thank you.

ADV PAUL PRETORIUS SC: The purpose of the deposits according to the SIU are described below the table and they relate to the purchase of various vehicles and one item referenced as the kitchen deposit. Do you know anything about the kitchen deposit?

MR PAUL AGRIZZI: That was – what had happened at that stage Chair is that we had interior designers working for us and they would go out and actually design their house and they had expensive tastes so they used imported kitchens from a specific company. That is as much as I know.

ADV PAUL PRETORIUS SC: Do you know whether payments were made directly or
10 indirectly by Bosasa to Gillingham for the installation of kitchen appliances and furniture?

MR PAUL AGRIZZI: Well evidently Chair he got the cash from Danny Mansell because if you look at it he deposited three sets of cash of R20 000,00 each amounting to R60 000,00 and on the 23 August he wrote out a cheque of R66 000,00 to Sterlings Livings. So I would presume that yes the payment would come from indirectly Bosasa.

ADV PAUL PRETORIUS SC: Who was Sterlings Living? Do you know?

MR PAUL AGRIZZI: Sterlings Living is – would have been a kitchen manufacturer company.

ADV PAUL PRETORIUS SC: And it is apparent that the back of one of those cheques
20 contained the reference “kitchen deposit”. You have also referred to Grande Four Property Trust.

MR PAUL AGRIZZI: Correct.

ADV PAUL PRETORIUS SC: Your evidence in that regard does it have any relationship to the payment on the 5 August 2005?

MR PAUL AGRIZZI: Grande Four was one of the companies that were used at an arm's length that Watson insisted on registering and that would have been used by that stage Mansell who would have wrote – written out cheques from there and reclaimed that via a dummy invoice to Bosasa.

ADV PAUL PRETORIUS SC: And further evidence appears in relation to these payments referenced by the SIU on page 907.

MR PAUL AGRIZZI: Correct.

ADV PAUL PRETORIUS SC: Under the head TRAVEL paragraph 913 on page 907 is reference to travel benefits. Are you aware of any benefits in relation to travel as
10 specified here? You have given your own evidence.

MR PAUL AGRIZZI: Chair I was not aware of these travel here specifically I became aware of that later.

ADV PAUL PRETORIUS SC: And then paragraph 914 page 907 rugby season tickets?

MR PAUL AGRIZZI: Was not aware of this Chair. This had become apparent afterwards.

ADV PAUL PRETORIUS SC: And it seems that there is a link a season renewal document in the name of Danny Mansell?

MR PAUL AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: The evidence is set out there. Perhaps more
20 significantly there is a reference on page 908 to properties. The first property referred is Erf 106 Midstream Estate, do you know anything about that property?

MR PAUL AGRIZZI: I was not aware at the stage of this property. My understanding is this is currently the property where he resides in.

ADV PAUL PRETORIUS SC: Do you know anything about the architectural plans for that property?

MR PAUL AGRIZZI: Yes the architectural plans were drawn up by the same architect that Bosasa used at the time Chair.

ADV PAUL PRETORIUS SC: And who paid for those plans?

MR PAUL AGRIZZI: Well

ADV PAUL PRETORIUS SC: Do you know?

MR PAUL AGRIZZI: It is evident that on the 10 June R41 100,00 was paid by Bosasa and it says cheque deposit Bosasa Operations.

ADV PAUL PRETORIUS SC: Then do you recall you gave evidence about Riekeley Construction and Mr Hoeksma?

10 **MR PAUL AGRIZZI**: That is correct.

ADV PAUL PRETORIUS SC: On page 909 there is a heading BUILDING ON ERF 106 MIDSTREAM ESTATE. Do you know of the facts that the SIU record here under that heading?

MR PAUL AGRIZZI: Chair at the time I did not know but I have found out that these are the facts. I have actually been to the property, seen the property a few times and even had to make repairs to the property in terms of the – where the swimming pool is and decking that was required for the property as well. As well as waterproofing and painting out.

ADV PAUL PRETORIUS SC: The report does read: “Between 2004 and 2007 it was
20 evidence – it was evident that approximately R30 million was paid to Riekeley Construction by Bosasa. During this period Gillingham’s dwelling was constructed. There was no indication in Gillingham’s bank account of any payment to Riekeley Construction. Do you have any comment in regard to that?

MR PAUL AGRIZZI: Well they would need to look at Riekeley’s accounts but more importantly Grande Four’s accounts.

ADV PAUL PRETORIUS SC: Right.

MR PAUL AGRIZZI: And you would be able to ascertain. I am not an accountant Sir or a tax or a forensic auditor so I would not be able to say exactly what was spent. But I do know that Riekele built the house and I do know Chair that Bosasa used Riekele. Whether Riekele did R30 million worth of work at Bosasa I cannot say. I would have to pull out the invoices and actually go through them very carefully.

ADV PAUL PRETORIUS SC: Well the first sentence under this head says: “Mr R Hoeksma owner of Riekele Construction was employed for the construction of Gillingham’s dwelling on Erf 106 Midstream Estate, Midrand.” You know of that fact
10 because that is evidence you have given?

MR PAUL AGRIZZI: Yes.

ADV PAUL PRETORIUS SC: Then the next heading is IMPORTED KITCHEN. It appears from the SIU report that Gillingham visited the showroom of Sterlings Living in Pretoria to have a kitchen designed according his requirements fitted in his newly constructed Midstream Estate home. Do you know anything about that?

MR PAUL AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: Right. And then there is a record of several payments some of which came from the Grande Four account.

MR PAUL AGRIZZI: Chair that would be the best place to look is in the Grande Four
20 account. I recall as well just for purposes of completion that that was one of the reasons why when he searched the files on that Saturday was to try and get all the information from Grande Four.

ADV PAUL PRETORIUS SC: That is when you destroyed documentation, is that correct or deleted evidence?

MR PAUL AGRIZZI: That is when we had to collect the documentation to then go and put it in safekeeping and then destroy it.

ADV PAUL PRETORIUS SC: Right. Do you know anything about the Protea Retirement Home referred to at the bottom of page 909?

MR PAUL AGRIZZI: All I know on that is that I found out about it afterwards and I believe this was utilised by Patrick Gillingham's father.

ADV PAUL PRETORIUS SC: Alright and we do not suggest that Patrick Gillingham's father necessary knew the source of the money but we are just dealing with what we read here in the report?

10 **MR PAUL AGRIZZI:** I cannot – I cannot comment on that.

ADV PAUL PRETORIUS SC: Then under the head ERF 971 MIDSTREAM ESTATE there is reference to a vacant property with that title, do you know anything about that purchase?

MR PAUL AGRIZZI: I am not aware of that – I was not aware of that purchase at the time I now know about the purchase.

ADV PAUL PRETORIUS SC: Yes in short it appears that in respect of the purchase price Grande Four Property Trust paid an amount of R392 000,00 to the transferring attorneys and the presumption is that the balance was paid by Gillingham?

MR PAUL AGRIZZI: Correct.

20 **ADV PAUL PRETORIUS SC:** This further evidence regarding the drafting of plans but we need not go there. In the next paragraph PRIVATE EMAIL ADDRESS there is evidence in relation to kobus@bfn.co.za that evidence has been given and no more need be said about that. Then in paragraph 917 and reference should in fairness be made to this paragraph. It appears on pages 910 and 911 and it refers to documents seized during search explaining some of the benefits received by Gillingham.

MR PAUL AGRIZZI: Correct.

ADV PAUL PRETORIUS SC: And I am not sure that it means explaining in a sense that makes the allegations any less serious but there is reference to a Mr R or RH and the SIU explained that as being a reference to Riaan Hoeksma. There is also reference to GR4 they explain that as a reference to Grande Four Property Trust. The white Polo linked to the person you have described as Mr Gillingham's daughter. Reference to other family members and the like. But it seems that on the computer of Mr Gillingham corroborative evidence was found in relation to the transactions again I am reading it as we speak and nothing seems to be a matter which you can either confirm or deny?

10 **MR PAUL AGRIZZI**: I can confirm these. These were then loan agreements that were drawn up between Patrick Gillingham and the various people. So we attended to an attorney and we asked them to draw up loan agreements and back date them and this would be covered in terms of the declaration to Richmond Mti. I do not know if you understand that Chair.

ADV PAUL PRETORIUS SC: Alright then let us take that step by step. Were these loan agreements that you refer to genuine loan agreements?

MR PAUL AGRIZZI: Chair if I can just explain it properly. These were not genuine loan agreements these were cover ups to try and cover up the fact that monies had gone through the banks and through people to Gillingham. What had happened was we
20 actually found out that they would pick up on it and loan agreements were then back dated and generated to try and cover up this and that is why Gillingham declared his loans to Richmond Mti. If you recall that document that was signed off.

ADV PAUL PRETORIUS SC: That document that was annotated by Mr Mti and signed by him in the bottom right hand corner you referred to that yesterday.

MR PAUL AGRIZZI: That is correct.

CHAIRPERSON: Yes and it would be possible and maybe that the legal team has worked on it I do not know. Would it also be possible to attach the monetary value to Bosasa of the contracts as they existed were at the time you left?

MR PAUL AGRIZZI: I will arrange that Chair.

CHAIRPERSON: Okay thank you. Yes Mr Pretorius.

ADV PAUL PRETORIUS SC: Of course the observation or the conclusion rather not an observation reached by these SIU in the last paragraph that is the paragraph we have just read on the record from page 912 appears to be based on the benefits received in the report?

10 **MR PAUL AGRIZZI:** Correct.

ADV PAUL PRETORIUS SC: Benefits received and referred to in the report?

MR PAUL AGRIZZI: Correct.

ADV PAUL PRETORIUS SC: What the report does not refer to as I think you have already told the Chair is the benefits received by way of cash payments to which you have referred in your evidence?

MR PAUL AGRIZZI: Correct Chair.

ADV PAUL PRETORIUS SC: Those would be over and above the benefits referred to in the SIU report?

MR PAUL AGRIZZI: Correct.

20 **ADV PAUL PRETORIUS SC:** Then if we may turn to page 903 – 913 rather. There are recorded benefits received by Commissioner Mti. You remember you gave evidence of a complex set of arrangements?

MR PAUL AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: Whereby a house would be purchased, placed into the name of a company, the finances would be controlled by Hoeksma. It was intended

ultimately that house would go to Mr Mti?

MR PAUL AGRIZZI: Correct.

ADV PAUL PRETORIUS SC: And that did not occur?

MR PAUL AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: Would you look at the first paragraph on page 913. Is this more or less the same set of circumstances being referred to?

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: And that did not occur?

MR ANGELO AGRIZZI: That is correct.

10 **ADV PAUL PRETORIUS SC**: Would you look at the first paragraph on page 913? Is this more or less the same set of circumstances being referred to?

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: Do you have any comments in regards to the contents of the first paragraph of page 913?

MR ANGELO AGRIZZI: Why would one question, Chair, why would the architect requested to compile the plans for the Commissioner for a house to be built on Erf 61 Savannah Hills Estate when the title deeds would be in the name of another company Autumn Storm Harvest. Why on earth would you have to consult to Mr Mti and then a second thing, my observation is why would Bosasa pay for the cheque, pay by cheque
20 for the architectural fees. Not only on one occasion, but on two occasions.

One would be a deposit and the other one would be for the final payment. It just does not make sense.

ADV PAUL PRETORIUS SC: Well, it does not make sense I think you are saying if, correct me if I am wrong, if the transaction was above board and in the normal course of business?

MR ANGELO AGRIZZI: Correct.

ADV PAUL PRETORIUS SC: But what do you say about the allegation here that the architect gave evidence to the SIU to the effect that she was requested to compile plans for the Commissioner for a house to be built in Savannah Hills and that she was told that the house was to be built for Commissioner Mti. You are not calling it to question that evidence, I understand?

MR ANGELO AGRIZZI: Not at all.

ADV PAUL PRETORIUS SC: But the SIU did establish as you have testified as well that the title deeds reflected the owner of the house as being Autumn Storm
10 Investments 119 Pty Limited?

MR ANGELO AGRIZZI: Correct.

CHAIRPERSON: Well maybe for the sake of completeness in relation to the point in Mr Pretorius second question from the last question he has put to you have testified that that house was built for Commissioner Mti is that right?

MR ANGELO AGRIZZI: That is correct, Chair.

CHAIRPERSON: And in the report, the report reflects that Ms Zietsman said that she has been told that the house was to be built for Commissioner Mti as well?

MR ANGELO AGRIZZI: That is correct, Chair.

CHAIRPERSON: Thank you.

20 **ADV PAUL PRETORIUS SC**: Yes, the report continues:

"The unit the SIU was able to determine that the company Autumn Storms Investments 119 Pty Limited belonged to Hoeksma as earlier observed between 2004 and 2007 Bosasa paid R30-million to Hoeksma building construction company Riekele Construction for construction work."

What is apparent from this paragraph is that you have given evidence from your own memory as to what occurred.

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: The SIU apparently got its information from original and different sources?

MR ANGELO AGRIZZI: That is right.

ADV PAUL PRETORIUS SC: For example they examined the title deeds, it spoke to the architect and looked at the accounts of Riekle Construction and both you and the SIU have through different sources, corroborative sources come to the same
10 conclusion?

MR ANGELO AGRIZZI: That is correct, Chair, plus I would like to add the fact that we were sent, I was sent with a colleague to go and speak to Mr Hoeksma to make sure that the stories that were told in terms of tenders and that would collaborate.

ADV PAUL PRETORIUS SC: The architect then refers to further payments being made in respect of the plans. Do you have any knowledge of that?

MR ANGELO AGRIZZI: At the time I did not have any knowledge of it, now I do and I verified those payments myself. I went when we had to do a clean-up operation I went and checked on these payments and they were there.

ADV PAUL PRETORIUS SC: And of course both you and the SIU say that
20 Commissioner Mti actually occupied that house?

MR ANGELO AGRIZZI: Yes.

ADV PAUL PRETORIUS SC: Right. In the last paragraph under paragraph 9.3 on page 913 there is reference to the purchase of a motor vehicle. Would you look at that paragraph please?

MR ANGELO AGRIZZI: Yes.

ADV PAUL PRETORIUS SC: And say whether you have any knowledge of that transaction?

MR ANGELO AGRIZZI: I do not have knowledge on the transaction. What I do know was there had to be some sort of cover up there. I do not know the detail, you will have to find out more detail on that.

ADV PAUL PRETORIUS SC: Have you seen reference to this transaction in Bosasa records?

MR ANGELO AGRIZZI: Yes.

ADV PAUL PRETORIUS SC: And that is the purchase of a vehicle for
10 Commissioner Mti?

MR ANGELO AGRIZZI: I have seen records of the purchase of the vehicle and the ordering of the vehicle, which was done by a colleague, but I cannot comment on it, because I do not have the detail.

ADV PAUL PRETORIUS SC: Alright.

MR ANGELO AGRIZZI: On that specific vehicle.

ADV PAUL PRETORIUS SC: The findings in respect of Commissioner Mti are set out in paragraph 9.4 on page 913 and 914 and the qualifications in relation to the vehicle and the funding of the construction of the house was set out there. In any event, because their evidence – their sources of evidence are different from yours. It is
20 probably not necessary for you to comment on their qualifications to the evidence that they received and recorded.

Then perhaps in conclusion, because I think we are ahead of time, Chair, we should perhaps place on record the conclusion of the whole report which appears at page 914.

CHAIRPERSON: Yes.

ADV PAUL PRETORIUS SC: "The SIU is satisfied that the normal procurement process was not followed by the Department of Correctional Service in the four tenders discussed in this report for the reasons advanced. Given the fact that Gillingham and Commissioner Mti improperly received benefits from Bosasa, the fact that there was a close working relationship between Gillingham and Commissioner Mti leads the SIU to conclude that there was an improper and corrupt relationship between Gillingham, Commissioner Mti and the Bosasa group of companies. In as much as there was an improper and corrupt relationship between Gillingham and Bosasa the SIU is satisfied that the entire procurement process in each of the tenders was undermined to the extent that Bosasa and its affiliates were unduly and unfairly advantaged as against their competitors for and in respect of the various tenders. On the evidence before it the SIU is accordingly satisfied that the improper and corrupt relationship between Gillingham, Commissioner Mti and the Bosasa group of companies has seriously undermined the procurement process and exposed the DCS to civil suits by competitors who were unfairly treated."

We can put the second bundle away now and proceed back to where we left off in the text of the affidavit.

CHAIRPERSON: Are you getting assistance there Mr Pretorius?

ADV PAUL PRETORIUS SC: Yes, once more expert and efficient assistance.

20 **CHAIRPERSON:** Yes.

ADV PAUL PRETORIUS SC: It is the Judge Preller judgment to which reference was made earlier, but before handing it up perhaps we should look at it and put it in context, unless you want it now?

CHAIRPERSON: It is not urgent. I just wanted that at some stage we should have it, so I do not have to get it now.

ADV PAUL PRETORIUS SC: Thank you, Chair. Are you comfortable still?

MR ANGELO AGRIZZI: Yes, most definitely.

CHAIRPERSON: Where were we on the affidavit?

ADV PAUL PRETORIUS SC: Page 70, Chair, paragraph 34.

CHAIRPERSON: Okay. Thank you.

ADV PAUL PRETORIUS SC: Do you have that paragraph before you?

MR ANGELO AGRIZZI: Yes, I do.

ADV PAUL PRETORIUS SC: You say in paragraph 34.1 that from approximately 2009 you were tasked by Gavin Watson to become involved with the arrangements regarding
10 the obtaining, handling and delivering of cash for the purposes of bribery and corruption?

MR ANGELO AGRIZZI: Chair,...[intervenes]

ADV PAUL PRETORIUS SC: To bring us back into the sequence of events, prior to 2009 you performed a particular role. After 2009 you performed another role. Please tell the, Chair, briefly about that?

MR ANGELO AGRIZZI: Chair, during that period I would be tasked to actually go prior to that to basically arrange things and to do things as requested and then in 2007/2008 if I recall correctly I was then tasked specifically with the handling of cash, getting the cash, taking the cash, delivering the cash, handling the cash, counting it out for bribery
20 and corruption.

CHAIRPERSON: So was the change to when you were given the responsibility of handling the cash, was that not from 2009, it was from earlier?

MR ANGELO AGRIZZI: Previously I had other people do it.

CHAIRPERSON: Yes.

MR ANGELO AGRIZZI: Other people were doing it.

CHAIRPERSON: Prior to 2009?

MR ANGELO AGRIZZI: Correct in 2007 I think we cover it in our documentation in the affidavit we actually cover it that it was taken away from a person and I would have to do it myself.

CHAIRPERSON: *Ja, okay.*

ADV PAUL PRETORIUS SC: Did Gavin Watson make any suggestion in regard to payments at this stage?

MR ANGELO AGRIZZI: 34.2?

ADV PAUL PRETORIUS SC: Yes.

10 **MR ANGELO AGRIZZI:** I presume.

ADV PAUL PRETORIUS SC: Yes.

MR ANGELO AGRIZZI: Gavin Watson stated that it was a more convenient method of handling cash for the payment of junior officials at corrections needed to be implemented and for that person he wanted a safe installed in the offices of Jacques van Zyl.

ADV PAUL PRETORIUS SC: Did this happen?

MR ANGELO AGRIZZI: It happened, a safe was implemented and there was a certain amount of money allocated to that safe, Chair.

20 **ADV PAUL PRETORIUS SC:** Before you go to paragraph 34.3 let me ask how do you know that these payments were made to the individuals listed here?

MR ANGELO AGRIZZI: Well what happened was...[intervenes]

CHAIRPERSON: I am sorry, Mr Pretorius did you say before he goes to 34.3?

ADV PAUL PRETORIUS SC: Yes, before he – well I meant before he reads the detail of 34.3.

CHAIRPERSON: Okay, because I was wondering which payments you are talking

about if it is before 34.3.

ADV PAUL PRETORIUS SC: Yes.

CHAIRPERSON: But before he does that, this instruction or what Mr Gavin Watson according to you said as recorded in paragraph 34.2 when he said there was a more convenient method of handling cash, was this around 2009 after 2009 or earlier?

MR ANGELO AGRIZZI: Chair, this was in 2007 already, okay.

CHAIRPERSON: So...[intervenes]

MR ANGELO AGRIZZI: In 2007 there were lists that would go to Jacques van Zyl and the like and I think what we do is we actually do cover it further on, we explain the whole process.

CHAIRPERSON: Ja, no, you see in paragraph 34.1 there is a reference to 2009 and logic says to me that that what comes after that paragraph should either be in 2009 or later, but not – it should not relate to something that happened before.

MR ANGELO AGRIZZI: Sorry, Chair, you are correct. It is late in the afternoon. You are correct.

CHAIRPERSON: Okay. So, but am I correct in saying that to the extent that 34.2 relates to something that happened before 2009 should have been before or are you saying I am correct that actually 34.2 is not earlier than 2009?

MR ANGELO AGRIZZI: Correct, Chair.

20 **CHAIRPERSON:** The last is the correct or the first? Which one is correct?

MR ANGELO AGRIZZI: Chair, in 2009 I was tasked.

CHAIRPERSON: Yes?

MR ANGELO AGRIZZI: To handle the cash.

CHAIRPERSON: Yes.

MR ANGELO AGRIZZI: Alright.

CHAIRPERSON: And what comes after that paragraph?

MR ANGELO AGRIZZI: What comes after it is chronologically correct.

CHAIRPERSON: Correct?

MR ANGELO AGRIZZI: Yes.

CHAIRPERSON: Okay, alright. Okay, thank you now I think we have got the sequence right then. If it does not relate to 2007 as he had indicated earlier.

ADV PAUL PRETORIUS SC: Alright.

CHAIRPERSON: Which he says it does not.

ADV PAUL PRETORIUS SC: Okay, then 34.3 does indeed relate to an earlier period,
10 is that correct?

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: Alright, now before you go and name the names that exist on paper at least in paragraph 34.3 I would just like to ask you on what evidence and knowledge you base the information contained in paragraph 34.3?

MR ANGELO AGRIZZI: Based on the fact that I would have to make up the bundles and actually handed over to and the decision to the persons that is going to deliver it and the decision was taken not by myself, this was taken by a Board of Directors who then called me in and informed me.

ADV PAUL PRETORIUS SC: Where the payments were going?

20 **MR ANGELO AGRIZZI:** Yes.

ADV PAUL PRETORIUS SC: You refer in paragraph 34.4.7 on page 72 to Annexures P1 to P4 and we will come there, the lists?

MR ANGELO AGRIZZI: Yes.

ADV PAUL PRETORIUS SC: Do these persons names appear on lists kept by you?

MR ANGELO AGRIZZI: That is correct, Chair.

ADV PAUL PRETORIUS SC: Alright. So would you then tell the, Chair, of what you have recorded here in paragraph 34.3?

MR ANGELO AGRIZZI: Sorry, Chair, in 34.3?

ADV PAUL PRETORIUS SC: Yes, on page 71.

MR ANGELO AGRIZZI: Alright.

ADV PAUL PRETORIUS SC: Do you have page 71?

MR ANGELO AGRIZZI: Yes. Chair, Gavin Watson, Johannes Gumede, Apelle Chibane and Ishmael Dekane made payments to the following Department of Correctional Services officials on a monthly basis from shortly after Mti's resignation. If
10 I can explain the context. The problem that we sat with was that Mti had left, Gillingham was nowhere and we had no protection in having those contracts. So...[intervenes]

CHAIRPERSON: When you say Gillingham was nowhere is that because he had resigned or?

MR ANGELO AGRIZZI: No, he had not resigned yet, but he was I think he was under pressure, he just could not make decisions. He was not the CFO anymore.

CHAIRPERSON: Oh, okay.

MR ANGELO AGRIZZI: So he was just a normal Correctional Services official in the region.

20 **CHAIRPERSON:** Okay.

MR ANGELO AGRIZZI: So he could not make decisions. So it was decided that we were sitting between the deep blue sea and the Israel and the Egyptians were trying to chase us. So they decided to be – it would be better that we have certain people in place to be able to look after the contracts and these are the names of the people that were put in place.

CHAIRPERSON: Yes.

ADV PAUL PRETORIUS SC: Did you say in your answer that Mr Mti was no longer CFO or did it not hear you correctly?

CHAIRPERSON: Mr Gillingham.

MR ANGELO AGRIZZI: If I remember correctly Mr Gillingham was no longer CFO he was in the regions.

ADV PAUL PRETORIUS SC: I see. You were referring to Gillingham?

MR ANGELO AGRIZZI: Excuse me?

ADV PAUL PRETORIUS SC: No, no, do not worry.

10 **CHAIRPERSON:** Yes, he was referring to Gillingham.

MR ANGELO AGRIZZI: Yes.

ADV PAUL PRETORIUS SC: Alright, so who received these payments?

MR ANGELO AGRIZZI: These payments were given over to the Directors and they would go and hand them out to the various people, do you want me to read the names of the people receiving the payments?

CHAIRPERSON: Mr Pretorius?

ADV PAUL PRETORIUS SC: Well their names are repeated in the black book, are they or are they not?

MR ANGELO AGRIZZI: That is correct.

20 **ADV PAUL PRETORIUS SC:** Perhaps we should say, reserve those names until we get to Annexures P1 to P4.

MR ANGELO AGRIZZI: I agree.

ADV PAUL PRETORIUS SC: Alright. What was the system that was implemented for the handling of cash?

MR ANGELO AGRIZZI: What would happen is Gavin Watson and myself would on a

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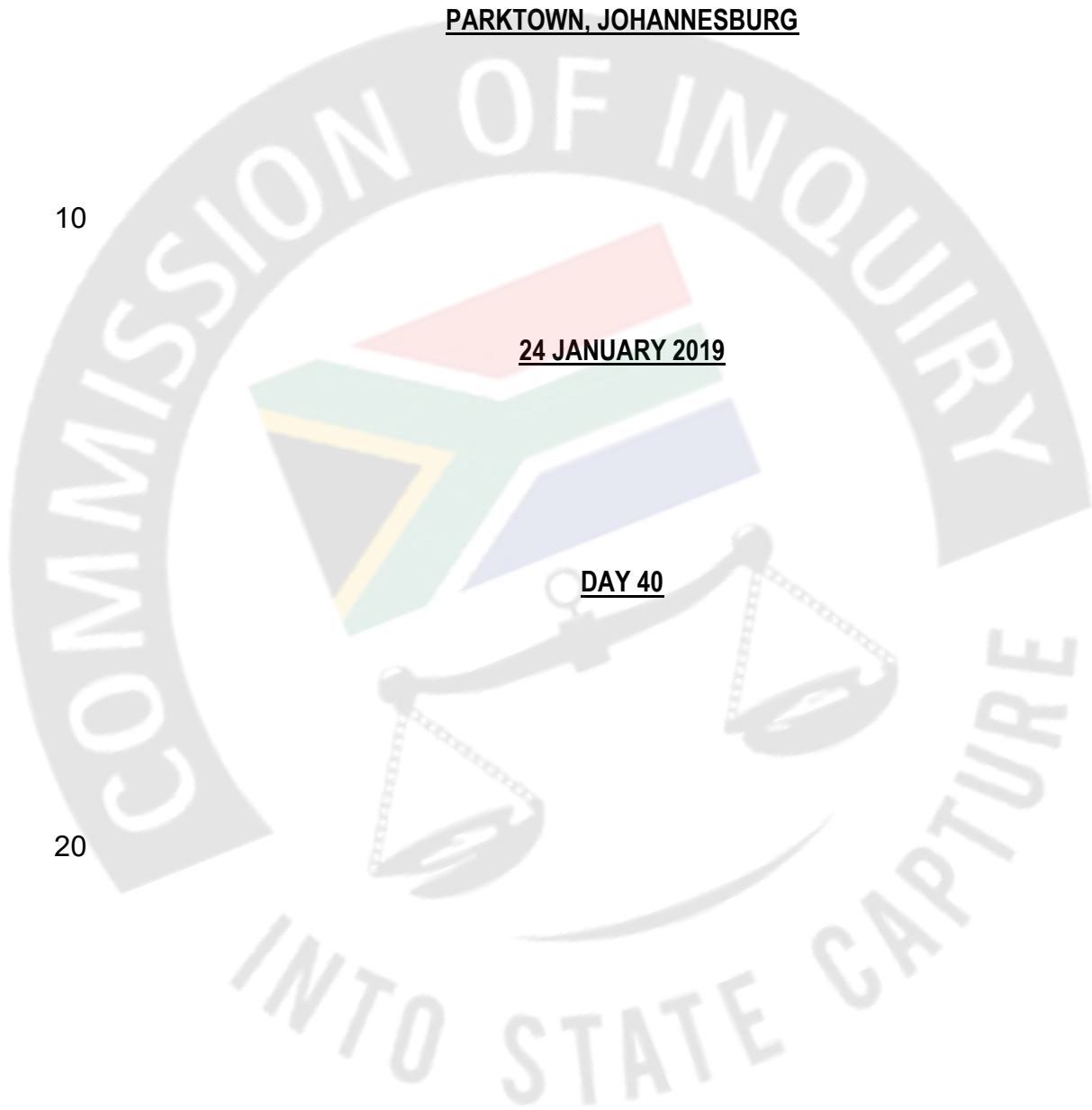
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CHAIRPERSON: Okay.

MR ANGELO AGRIZZI: But right now I cannot recall his first name.

CHAIRPERSON: Okay.

MR ANGELO AGRIZZI: Mkabela would receive R10 000. There was a lady who used to be Head of Procurement called Dikeledi Tshabalala. She would receive R15 000. There was a gentleman by the name of Zach Modise. At that stage he was responsible for a region of Correctional Services and at that stage he would receive R20 000.

CHAIRPERSON: You do not remember which region?

MR ANGELO AGRIZZI: If I recall it was the Free State region if I remember correctly, it is quite a while back.

CHAIRPERSON: Okay, alright.

MR ANGELO AGRIZZI: So this was before his promotion to National Commissioner.

CHAIRPERSON: Okay.

MR ANGELO AGRIZZI: With the amount then increased significantly. Then there is a gentleman by the name of Mollet Ngubpo who was responsible for finance. Those were the initial people that were during 2007 appointed, well identified by Ishmael Nxaba, Papa Leshabane and Joe Gumede as being influential in terms of the Correctional Services contract and also more importantly because Mti had resigned and left they needed to be able to yield some power in there.

20 These amounts up until – with exclusion of Zach Modise was all paid by Ishmael Nxaba or Dikane, he changed his name, Dikane that was taken by him on a monthly basis. Zach Modise would be handled by Papa Leshabane.

CHAIRPERSON: Yes.

MR ANGELO AGRIZZI: Does that answer the question?

ADV PAUL PRETORIUS SC: Let us go back to your lists please.

MR ANGELO AGRIZZI: Okay.

ADV PAUL PRETORIUS SC: At page 359 to page 365 appear four lists marked P1 to P4 respectively.

MR ANGELO AGRIZZI: Correct.

ADV PAUL PRETORIUS SC: Do any of the names you have just mentioned appear here although encoded by you?

MR ANGELO AGRIZZI: If we can go to AA361, sorry 361.

ADV PAUL PRETORIUS SC: Yes, we are there.

MR ANGELO AGRIZZI: And why I would like to refer to this is specifically because it
10 corroborates my statement in terms of the fact that the handwriting and the signature at the bottom of the page is that of Jacques van Zyl.

ADV PAUL PRETORIUS SC: Well before we get to Jacques van Zyl let us, please examine the issue of whether the names you have mentioned appear on any of these lists.

MR ANGELO AGRIZZI: Yes, I will.

ADV PAUL PRETORIUS SC: Whether in code or not.

MR ANGELO AGRIZZI: I will.

ADV PAUL PRETORIUS SC: Please.

MR ANGELO AGRIZZI: Chair, if you look at the one that is highlighted on 25/02/2016
20 MMM is the initials.

CHAIRPERSON: Well let us first say you want us to look at the list appearing at page 361.

MR ANGELO AGRIZZI: Correct.

CHAIRPERSON: And that list at the top that list has got the date 25/02/2016, is that correct?

MR ANGELO AGRIZZI: That is correct.

CHAIRPERSON: Yes.

MR ANGELO AGRIZZI: Right at the top you have got...[intervenes]

CHAIRPERSON: Does that date reflect the date when this list was compiled or written up?

MR ANGELO AGRIZZI: That reflects the date the list was compiled and the bribery money was packed.

CHAIRPERSON: Okay, alright. Yes, go ahead.

MR ANGELO AGRIZZI: MMM stands for Mollet Ngubpo, his initials were triple "M".

10 **CHAIRPERSON**: Is that the first name on the left column?

MR ANGELO AGRIZZI: That is correct, that is correct, Chair.

CHAIRPERSON: So you say that one is?

MR ANGELO AGRIZZI: MMM is Mollet Ngubpo.

ADV PAUL PRETORIUS SC: Well his initials were not MMM.

MR ANGELO AGRIZZI: MMM.

ADV PAUL PRETORIUS SC: MMN?

MR ANGELO AGRIZZI: We always called him triple M.

ADV PAUL PRETORIUS SC: Triple M that is Mollet Ngubpo?

MR ANGELO AGRIZZI: Yes.

20 **ADV PAUL PRETORIUS SC**: Okay, continue.

MR ANGELO AGRIZZI: That amount was R50 000.

CHAIRPERSON: Was the amount R50 000?

MR ANGELO AGRIZZI: R50 000.

CHAIRPERSON: Okay.

MR ANGELO AGRIZZI: And if you look behind that it has got IMN.

CHAIRPERSON: Yes.

MR ANGELO AGRIZZI: That was the code I used for Ishmael Nxaba.

CHAIRPERSON: So just to remind me of the evidence you gave us either last week or early this week the principle guiding the codes you decided upon was that the code for each person would consist of three features. The one feature would be that at the beginning of the code would be the initials of the ultimate recipient and then next would be a figure that represented the amount that that person would be paid, but you did not write the whole figure for example R50 000 you will write 50 only?

MR ANGELO AGRIZZI: That is correct.

10 **CHAIRPERSON:** And for R100 000 you will write 100?

MR ANGELO AGRIZZI: That is correct.

CHAIRPERSON: And then after that figure would be the initials of the Director or intermediary who would take the money to the ultimate recipient?

MR ANGELO AGRIZZI: That is correct.

CHAIRPERSON: Am I right? Those were the features that guided how you decided on the code for each person?

MR ANGELO AGRIZZI: And the code would change frequently, Chair.

CHAIRPERSON: Oh, it would change frequently?

MR ANGELO AGRIZZI: Yes.

20 **CHAIRPERSON:** Would the features change as well?

MR ANGELO AGRIZZI: No the features stayed the same.

CHAIRPERSON: Ja.

MR ANGELO AGRIZZI: But what would happen is for instance if a person had a nickname like one of the people was J.

CHAIRPERSON: Ja?

MR ANGELO AGRIZZI: So they had a nickname and I would have to use the surname, I would change, I will switch between the two. There would be various permutations.

CHAIRPERSON: *Ja*.

MR ANGELO AGRIZZI: So the thing is I would know, but nobody else would know and the problem with codes is that if you do not – if you use the same code every time people start to recognise it.

CHAIRPERSON: *Ja*.

MR ANGELO AGRIZZI: And they start to make the association. So we try and change it frequently.

10 **CHAIRPERSON**: Oh, so you might not have initials?

MR ANGELO AGRIZZI: The initials, correct.

CHAIRPERSON: But you put in something else that in your mind represents that person?

MR ANGELO AGRIZZI: Correct.

CHAIRPERSON: So whatever would come before the figure in the code or rather let me first say there would always be something that comes before the figure, is that right?

MR ANGELO AGRIZZI: That is correct.

20 **CHAIRPERSON**: Whatever you had before the figure was what to your mind represented the ultimate recipient?

MR ANGELO AGRIZZI: That is correct.

CHAIRPERSON: And then there would be the figure?

MR ANGELO AGRIZZI: Correct.

CHAIRPERSON: And then after the figure whatever you, or did you ever change the name of the person, Director, the initials of the Director?

MR ANGELO AGRIZZI: Sometimes, Chair, I would change it, but not that often.

CHAIRPERSON: Okay, what you change regularly was what represented the ultimate recipient before the figure?

MR ANGELO AGRIZZI: Correct.

CHAIRPERSON: Okay. So when we look we must not necessarily look for somebody's initials?

MR ANGELO AGRIZZI: Not always.

CHAIRPERSON: Because it might not be – it might be something else?

MR ANGELO AGRIZZI: Sorry, Chair, mostly.

10 **CHAIRPERSON**: Yes?

MR ANGELO AGRIZZI: But not always.

CHAIRPERSON: Not always.

MR ANGELO AGRIZZI: Sometimes it would change.

CHAIRPERSON: Okay, alright, no thank you very much. You may proceed then.

ADV PAUL PRETORIUS SC: Alright.

CHAIRPERSON: So you said the IMN represented?

MR ANGELO AGRIZZI: Ishmael Nxaba.

CHAIRPERSON: That is one of the Directors?

20 **MR ANGELO AGRIZZI**: That is correct. These are mostly the Correctional Services people.

CHAIRPERSON: Yes, okay.

MR ANGELO AGRIZZI: In number one.

CHAIRPERSON: Yes.

ADV PAUL PRETORIUS SC: Before you go on to name other names you say that MMM on page 361 represents Mollet Ngubpo?

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: Next to his name and the code is the figure 50?

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: The figure in paragraph 34.3.7 is R15 000?

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: There is an apparent discrepancy can you explain it?

MR ANGELO AGRIZZI: Chair, I can explain the discrepancy. These figures as quoted here specifically relate to the initial amounts that were agreed in 2007 when Mti resigned. These have grown.

10 **ADV PAUL PRETORIUS SC**: And if you say by here you mean paragraph 34.3?

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: And...[intervenes]

CHAIRPERSON: And the amount appearing in regard to Mr Ngubpo you say reflects an amount thereto was paid later, not the amount that was paid initially?

MR ANGELO AGRIZZI: Correct.

CHAIRPERSON: And that after MMM you have got 50, does that represent R50 000?

MR ANGELO AGRIZZI: That is correct.

CHAIRPERSON: Okay, you may proceed.

20 **ADV PAUL PRETORIUS SC**: Are there any other names that you have listed in paragraph 34.3 that appear on any of these four lists to which we have referred?

MR ANGELO AGRIZZI: If you look at the second one it is MMB.

CHAIRPERSON: Yes?

MR ANGELO AGRIZZI: And that was my code for Maria Mabena.

ADV PAUL PRETORIUS SC: Yes, continue please?

MR ANGELO AGRIZZI: If you look at MKB...[intervenes]

would continue to be paid by Bosasa like this after having resigned from Correctional Services what, for like or for what?

MR ANGELO AGRIZZI: As long as Bosasa had the Catering Contracts the senior members who were involved in arranging those contracts would be paid for life. As long as the contract was in place.

CHAIRPERSON: Oh, they will be paid as long as the Catering Contract was still in place?

MR ANGELO AGRIZZI: That is correct Chair.

CHAIRPERSON: If it came to an end then the payments would stop as well?

10 **MR ANGELO AGRIZZI:** That, apparently that is what the arrangement was.

CHAIRPERSON: Ja, ja.

MR ANGELO AGRIZZI: I did not know about the arrangement from the onset.

CHAIRPERSON: Yes. Okay, alright thank you.

ADV PAUL PRETORIUS SC: Right. Let us move on then please to paragraph 35. You say here that during approximately 2009/2010 you accompanied Gavin Watson to a meeting with Mr Mti. Where did this meeting take place?

MR ANGELO AGRIZZI: This meeting as far as I can recall took place at Richmond Mti's house in Savannah Hills.

ADV PAUL PRETORIUS SC: What was discussed? Who attended this meeting?

20 **MR ANGELO AGRIZZI:** I was at the meeting. Gavin Watson was at the meeting. Richmond Mti was at the meeting.

ADV PAUL PRETORIUS SC: What was discussed?

MR ANGELO AGRIZZI: What was basically discussed, it was an informal discussion regarding to the investigation of Bosasa. Richmond Mti wanted to know what we were doing and how we were active and wanted to create an alliance and formulate the way

forward on how to handle this investigation.

ADV PAUL PRETORIUS SC: Is this the SIU investigation?

MR ANGELO AGRIZZI: Correct and the potential criminal charges at that stage.

ADV PAUL PRETORIUS SC: Yes.

MR ANGELO AGRIZZI: Can I continue?

CHAIRPERSON: Was your ...[intervenes]?

ADV PAUL PRETORIUS SC: Please do.

CHAIRPERSON: Was your understanding that this meeting marked the commencement of discussions about involving Mr Mti about how the SIU investigation should be handled or was the position that those, this was just a follow up discussion. There had been discussions before?

MR ANGELO AGRIZZI: There had been discussions before.

CHAIRPERSON: Yes.

MR ANGELO AGRIZZI: And this was kind of a follow up discussion.

CHAIRPERSON: Yes.

MR ANGELO AGRIZZI: On discussing what was out in the press number one and number two what was happening within the NPA.

CHAIRPERSON: Hm.

MR ANGELO AGRIZZI: And then they would always go on about the political ramblings and that as well.

CHAIRPERSON: Huh-uh.

MR ANGELO AGRIZZI: But the fact of the matter is it was a monthly scheduled meeting that I had suddenly become involved with as well.

CHAIRPERSON: Okay, thank you.

MR ANGELO AGRIZZI: Mti, Mti was very well aware of the investigation Chair and he

suggest that we, we need to pay certain or sort out certain individuals within the NPA so that we could carry favour and also that they could assist us in telling us where and when to send lawyers letters that type of thing and on what basis to send it. So there was a lot of documentation as well that came from Mr Mti after he had met with the various people. The important thing was that he told us to, we needed to make up packages for certain people. That was made very clear to me by Watson and by Mti that it needed to be done and needed to be done urgently.

ADV PAUL PRETORIUS SC: At that particular meeting to which you are now referring in paragraph 35.1 did Mr Mti mention any names?

10 **MR ANGELO AGRIZZI:** Yes, he did.

ADV PAUL PRETORIUS SC: What were those names?

MR ANGELO AGRIZZI: The names Chair were Jackie Lepinka who had used to work for him previously as his Secretary and was now working for Advocate Nomgcobo Jiba. He mentioned Lawrence Mrwebi and that they were handling the investigation at the NPA.

ADV PAUL PRETORIUS SC: Right, continue please with your evidence at paragraph 35.2.

CHAIRPERSON: So those three names that you have mentioned were they the names or were they some of the names that he said Bosasa must be ready to pay them?

20 **MR ANGELO AGRIZZI:** Chair I was told to prepare money by Gavin Watson for those three names and the names and the amounts were decided by Mr Mti and Gavin Watson. They had a private discussion about it.

CHAIRPERSON: Huh-uh.

MR ANGELO AGRIZZI: I was just told afterwards this is what needs to get paid.

CHAIRPERSON: Oh, the actual amounts were not mentioned at the meeting you are

telling us about?

MR ANGELO AGRIZZI: The meeting, I walked out.

CHAIRPERSON: Hm.

MR ANGELO AGRIZZI: And the meeting to discuss these amounts.

CHAIRPERSON: Hm.

MR ANGELO AGRIZZI: I was told in the car on the way back that this is what was being agreed between the two.

CHAIRPERSON: Hm.

MR ANGELO AGRIZZI: And that is what needs to be paid.

10 **CHAIRPERSON**: Okay.

MR PAUL AGRIZZI: After that meeting Chair it would be openly discussed each one – what each one was getting. But the decision discussions I have – I was outside at the moment while they decided on the initial amounts.

CHAIRPERSON: So the – so the outcome of the meeting you are telling us about which you, Mr Gavin Watson and Mr Mti attended was that certain officials at the NPA should be paid money so that they could do certain things for Bosasa to assist them with investigation, the SIU investigation and possible criminal charges?

MR ANGELO AGRIZZI: That is true. It was not the SIU investigation it was the HAWKS investigation and the NPA's ...[intervenes].

20 **CHAIRPERSON**: Oh it was?

MR PAUL AGRIZZI: Dealings yes.

CHAIRPERSON: Oh it was lots of

MR PAUL AGRIZZI: Correct.

CHAIRPERSON: Anything connected with those law enforcement agencies?

MR PAUL AGRIZZI: That is correct.

CHAIRPERSON: Were there other people other than these three that you were told about at this meeting that needed to be paid money by Bosasa? At that meeting not after?

MR PAUL AGRIZZI: Not at this meeting no.

CHAIRPERSON: Okay alright thank you.

ADV PAUL PRETORIUS SC: Thank you. Let us just summarise then what you have said in paragraph 35.1. You went with Gavin Watson to a meeting with Mti at his house?

MR PAUL AGRIZZI: Correct.

10 **ADV PAUL PRETORIUS SC**: A discussion ensued at that meeting in regard to law enforcement agencies investigations into Bosasa?

MR PAUL AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: And into Mti himself?

MR PAUL AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: Mr Mti then suggested that certain individuals had to be in your words “sorted out?”

MR PAUL AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: And he mentioned certain individuals in the NPA?

MR PAUL AGRIZZI: That is correct.

20 **ADV PAUL PRETORIUS SC**: And the names mentioned were Jackie Lepinka, Nomgcobo Jiba and Lawrence Mrwebi?

MR PAUL AGRIZZI: That is correct Chair.

ADV PAUL PRETORIUS SC: Alright now was the decision in relation to who and in what amount and I am talking about the sorting out of individuals then finalised in your absence?

MR PAUL AGRIZZI: I was not there when they decided the amounts that is correct.

ADV PAUL PRETORIUS SC: But you were told that by Mr Watson?

MR PAUL AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: Right then please would you continue and was this decision executed?

MR PAUL AGRIZZI: Yes most definitely Chair.

ADV PAUL PRETORIUS SC: Right and in paragraph 35.2 you describe how the decision was executed?

CHAIRPERSON: Before that I see that in paragraph 35.1 of your affidavit the words
10 “sort out” are in quotes.

MR PAUL AGRIZZI: Yes.

CHAIRPERSON: That could mean they are your words but you put them in quotes for certain reasons but they could mean that Mr Mti used those words and that is why you are quoting them which is which?

MR PAUL AGRIZZI: Chair you are correct. That was the words used by Gavin Watson “sort out” so everybody adopted that “sort out” he would – that was used.

CHAIRPERSON: Oh they were used by Mr Gavin Watson?

MR PAUL AGRIZZI: Yes that is why I have put it in inverted commas.

CHAIRPERSON: Oh not by Mr Mti?

20 **MR PAUL AGRIZZI**: No it was used by Mr Gavin Watson.

CHAIRPERSON: Ja okay alright thank you.

ADV PAUL PRETORIUS SC: Well you do say in paragraph 35.1 that he and in the context that it Mti suggested to us that we have to “sort out” certain individuals in the NPA?

MR PAUL AGRIZZI: Those were the words used.

ADV PAUL PRETORIUS SC: By whom?

MR PAUL AGRIZZI: They – what I am trying to explain Chair is that if Gavin says “we got to sort someone out” then Mti would say “we got to sort someone out”. So that was the words used by Mti, by Gavin, by myself when somebody needed to get paid cash.

ADV PAUL PRETORIUS SC: Let us go on then to paragraph 35.2. You say the decisions made in whatever words were used were executed?

MR PAUL AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: How were they executed?

MR PAUL AGRIZZI: Well if I can go through 35.2 and it explains it.

10 **ADV PAUL PRETORIUS SC:** Please do.

MR PAUL AGRIZZI: They were given cash basically. But Mti would tell us that he met weekly with the persons whom he gave code names to. So he gave each person a code name so that they would not be compromised. So he called Nomgcobo Jiba ‘Snake’ because she was very alert and the reason why when I asked him is because she was always poised to strike and ready to be on the offensive all the time and she was poison. Then he referred to Jackie.

CHAIRPERSON: I am sorry did you say he said she was poison?

MR PAUL AGRIZZI: She was like poison, potent, strong.

CHAIRPERSON: Oh okay.

20 **MR PAUL AGRIZZI:** So then he used the name ‘Jay’ for Jackie, he just called her Jay.

CHAIRPERSON: That is Jackie Lepinka?

MR PAUL AGRIZZI: Lepinka. That is correct Chair.

CHAIRPERSON: Okay.

MR PAUL AGRIZZI: Then he used the word ‘snail’ for Lawrence Mrwebi because he said he was slow and his words to me was very lethargic. He will not get anything done

but he is there. So I am not being facetious I am telling you.

CHAIRPERSON: You are just telling what he said.

MR PAUL AGRIZZI: I am telling you why he used those code names.

CHAIRPERSON: Yes.

MR PAUL AGRIZZI: And what he explained to me.

CHAIRPERSON: Yes okay.

MR PAUL AGRIZZI: So it was Snake for Nomgcobo Jiba, Snail for Mrwebi and Jay for Jackie.

CHAIRPERSON: Okay.

10 **MR PAUL AGRIZZI**: Okay. So at these meetings they would provide him with detailed statuses of the investigation and the prosecution. Now one thing I must mention Chair for clarity purposed is that he never ever mentioned that Mrwebi was at the meeting. He mentioned the ladies were with me.

CHAIRPERSON: Oh that is how he put it?

MR PAUL AGRIZZI: On the telephone. So on the telephone he would say to me the ladies were with me. Referencing because one day I asked him. He said the reference was to Jackie and to – well Jay and Snake who were with.

CHAIRPERSON: Oh okay.

20 **MR PAUL AGRIZZI**: So Jackie and Nomgcobo Jiba was with him. That is what he told me.

CHAIRPERSON: Yes.

MR PAUL AGRIZZI: And that is what he told Watson. And they would then give us updates, very accurate updates because two lots of updates would come to us and one update was from him and it was always accurate and basically in return for that they received the cash on the monthly basis. So the – that is how it worked.

CHAIRPERSON: Yes.

MR PAUL AGRIZZI: And this went on since I think it was 2010.

CHAIRPERSON: Yes well.

ADV PAUL PRETORIUS SC: What are the amounts to your knowledge that were paid?

MR PAUL AGRIZZI: Snake would get R100 000,00.

ADV PAUL PRETORIUS SC: Per what?

MR PAUL AGRIZZI: Per month.

ADV PAUL PRETORIUS SC: Right.

10 **MR PAUL AGRIZZI:** J would get R20 000,00 per month and Snail would get R10 000,00 per month. That is the amounts that were paid.

CHAIRPERSON: Did you ever get to know why J as I understand in Ms Lepinka, Jackie Lepinka who as I understand your evidence and or what you were told by Mr Mti was secretary or PA to Ms Nomgcobo Jiba was getting more than Mr Mrwebi?

MR PAUL AGRIZZI: Chair I asked.

CHAIRPERSON: I see she was getting R20 000,00 and Ms Mrwebi was getting R10 000,00.

MR PAUL AGRIZZI: I asked the same question and the answer that was given to me is that she is far more active than him. And she is far more important than him. Because
20 as long as he got his R10 000,00 a month he was happy, he was calm and he would not interfere in anything. He would let Jiba run with it.

CHAIRPERSON: Okay.

MR PAUL AGRIZZI: That is the answer I got.

CHAIRPERSON: Okay. Thank you.

ADV PAUL PRETORIUS SC: Right. And do you personally know of the delivery of

these amounts or were you told of the delivery of these amounts?

MR PAUL AGRIZZI: Chair I just want to clarify. I did some of these deliveries a month to Mti. That explains it I think. I know about every single delivery that took place. The last lot of deliveries which took place in December I actually refused to do and Gavin Watson ...[intervenes].

CHAIRPERSON: That is December 2016?

MR PAUL AGRIZZI: 2016 correct. I refused to do them. I had the packages with me and I just said that is it I am not doing this anymore and that was on the 15 December – sorry on the 19 December 2016. I then fell ill and when I came out of hospital
10 eventually Gavin Watson came to fetch that delivery, the last delivery for Mti, Snake, J and Snail.

CHAIRPERSON: Did the three get – start to be paid only after the meeting that you have told us about? Prior to that had they not – were they not being paid?

MR PAUL AGRIZZI: With exception of Mti but the others – the three did not get paid for the meeting no. The meeting suggested that they be paid.

CHAIRPERSON: Yes and are you able to place the meeting in terms of time? Was it 2009, 2010? Asking was it there about?

MR PAUL AGRIZZI: You know Chair when I left I had – everything was taken away. My books, everything. So I cannot recall the exact date.

20 **CHAIRPERSON**: You cannot say when? Okay no I just see in your paragraph 35.1 of your affidavit you say – it says: “during or approximately 2009, 2010 I accompanied Gavin Watson to a meeting with Mti at his house.” So that is the best you can say?

MR PAUL AGRIZZI: Chair that is – you know I had met Mti before.

CHAIRPERSON: Ja.

MR PAUL AGRIZZI: At his house but that was when this was discussed.

CHAIRPERSON: Ja okay thank you.

ADV PAUL PRETORIUS SC: Thank you Chair. The question that I raised with you last in relation to deliveries. Let me make it more clear. Were you ever present when a delivery was made to either of the three persons in the NPA?

MR PAUL AGRIZZI: I was not at the delivery to the three persons at the NPA Chair.

ADV PAUL PRETORIUS SC: Did Mr Gillingham – then in paragraph 35.3 you say these amounts were paid and received on a monthly basis. That information would be information received from Mti?

MR PAUL AGRIZZI: That is correct.

10 **ADV PAUL PRETORIUS SC**: Then in paragraph 35.4 you mention the name of Mr Gillingham. Please tell the Chair what transpired?

MR PAUL AGRIZZI: Well at one stage because of all the stories with the NPA and that Gillingham was extremely anxious about these arrangements that were going on there and he was concerned about the NPA processes and that and what he was he – I actually got to a stage where I did not want to talk him because he was so nervous and I actually asked Gavin Watson to speak to him – that said to him – and he told him he has got everything under control and explained that he had personally spoken to everybody. He was with Mti at the moment and everything – the NPA was under control, everything was sorted out. That is what that reflects.

20 **CHAIRPERSON**: So going back to the question Mr Pretorius asked you just before this one that you have answered. The position would be that you yourself do not have personal knowledge whether or not the three namely Mr Nomgcobo Jiba, Ms Jackie Lepinka and Mr Mrwebi whether they actually received any amounts from – from Bosasa but you – what you know is that amounts were delivery to Mr Mti and that Mr – the purpose for the delivery of those amounts was that they would be passed onto the

three?

MR PAUL AGRIZZI: Correct.

CHAIRPERSON: And that Mr Mti told you that they were being passed on?

MR PAUL AGRIZZI: That is correct Chair and how I knew that they were receiving it was because Mti would tell me that.

CHAIRPERSON: Yes.

MR PAUL AGRIZZI: And also he had given me documents from them directly.

CHAIRPERSON: Yes.

MR PAUL AGRIZZI: So – because I had that information I trusted him and I trusted
10 that he would not lie.

CHAIRPERSON: Ja.

ADV PAUL PRETORIUS SC: Well in relation to the product of these payments we will deal with them after the short adjournment that as you say you received documents purportedly emanating from the NPA working files?

MR PAUL AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: Containing information that could only on the face of it have come from the NPA?

MR PAUL AGRIZZI: That is correct Chair.

ADV PAUL PRETORIUS SC: Those documents were given to you by Mti?

20 **MR PAUL AGRIZZI**: That is correct Chair.

ADV PAUL PRETORIUS SC: And he told you he received these documents from within the NPA?

MR PAUL AGRIZZI: That is correct Chair.

ADV PAUL PRETORIUS SC: We will deal with those after the break.

MR PAUL AGRIZZI: If I may also add Chair he would often phone them in my

presence. So I would hear him talking to them.

CHAIRPERSON: Oh is that so. Yes.

MR PAUL AGRIZZI: And there is one incident where we were actually discussing the matter and there was handwritten notes where he was on the line and he was busy writing down notes as well. So that he submitted as well.

CHAIRPERSON: Yes okay alright. We will take the tea adjournment.

ADV PAUL PRETORIUS SC: Chair the – you are aware then that there is no water and in fact the bathrooms have been locked. So.

CHAIRPERSON: I was told yesterday that there were temporary bathrooms provided.

10 Are those no longer available?

ADV PAUL PRETORIUS SC: I have – I am not sure of those. I think they are outside I am not sure.

CHAIRPERSON: Well there seems to be an indication that they available so if that is the case is there a need for a thirty minutes break or should we keep to fifteen minutes?

ADV PAUL PRETORIUS SC: In your hands Chair.

CHAIRPERSON: Well I do not want to...

ADV PAUL PRETORIUS SC: Fifteen minutes should be.

CHAIRPERSON: Should be adequate.

20 **ADV PAUL PRETORIUS SC**: Except you know the lifts and the number perhaps.

CHAIRPERSON: Okay.

ADV PAUL PRETORIUS SC: Twenty to twenty-five minutes.

CHAIRPERSON: Okay so maybe twenty?

ADV PAUL PRETORIUS SC: Twenty-five minutes.

CHAIRPERSON: Twenty-five minutes?

ADV PAUL PRETORIUS SC: Yes Chair.

CHAIRPERSON: Okay alright.

ADV PAUL PRETORIUS SC: We – legal team drives a hard bargain.

CHAIRPERSON: Well let us say how is twenty minutes?

ADV PAUL PRETORIUS SC: Fine Chair. Absolutely fine.

CHAIRPERSON: No, no. Okay. If I – if we say twenty to twelve it will give you twenty-five minutes. Is – ja it will give you twenty-five minutes.

ADV PAUL PRETORIUS SC: Thank you Chair.

CHAIRPERSON: Twenty-five we will resume at twenty-five to twelve. We adjourn.

10 **MEETING ADJOURNS**

MEETING RESUMES

CHAIRPERSON: Yes, Mr Pretorius?

ADV PAUL PRETORIUS SC: Thank you, Chair. Mr Agrizzi we were at paragraph 35.4 of your affidavit and you were telling the, Chair, about the intervention of Mr Gillingham in respect of the arrangements regarding personnel at the NPA?

MR ANGELO AGRIZZI: Correct.

ADV PAUL PRETORIUS SC: In paragraph 35.5 you deal with the contents of a meeting or you – another meeting after Mr Gillingham had raised his concerns. What happened after Mr Gillingham had raised his concerns?

20 **MR ANGELO AGRIZZI:** Mr Gillingham raised his concerns, there was a discussion on the telephone between Richmond Mti and Gillingham in my presence where he told him not to be concerned that he has it all under control that he was dealing with Jiba, he was dealing with Jackie and Mrwebi.

ADV PAUL PRETORIUS SC: Did you receive an instruction from Gavin Watson at this time?

MR ANGELO AGRIZZI: Yes, I did, Chair.

ADV PAUL PRETORIUS SC: What was that instruction?

MR ANGELO AGRIZZI: The instruction was from Watson to take Mti's cash earmarked for him as well as the cash delivered to a number of other officials as was done on a monthly basis. Gavin Watson informed me that I was to take extra cash for the people at the NPA. He explained to me that he had already packed the security bags for Nomgcobo Jiba in the amount of R100 000 and he marked it Snake. Lawrence Mrwebi in the amount of R10 000 and he marked it Snail. This would be marked with a Sharpie marking pen on the bag itself and Jackie in the amount of R20 000 and marked as Jay.

10 **ADV PAUL PRETORIUS SC:** I am sorry I interrupted you, what did you do with these bags?

MR ANGELO AGRIZZI: I took these bags together with the other bags to Mti and these were added to the regularly monthly payments made to Mti. The complete bag which was a haversack with the bags inside it included the following amounts. Mti was R65 000 packed in a grey, all these are packed separately in a grey security bag labelled.

ADV PAUL PRETORIUS SC: Sorry, may I stop you there please. Chair, I note that the broadcast feed has died and I told by sign language that it has been cut somehow. I am not, it is important that this information is properly publicised if it is going to be given
20 in evidence as before.

CHAIRPERSON: Ja, no that is fine. Maybe we need a short adjournment for the technicians to sort this out. Is there a technicians who knows how long it will take? Yes, I think maybe find out from him?

ADV PAUL PRETORIUS SC: It is back on, Chair.

CHAIRPERSON: Oh, okay, well whatever may be done to make sure that it does not

come back, please do that.

ADV PAUL PRETORIUS SC: Thank you, Chair.

CHAIRPERSON: Thank you.

ADV PAUL PRETORIUS SC: Alright, would you go back please and start that section of your evidence again?

MR ANGELO AGRIZZI: From the Gillingham call?

ADV PAUL PRETORIUS SC: No, you can continue with...[intervenes]

CHAIRPERSON: He was given instructions by Mr Gavin Watson was that part of what the instruction was captured, do we know?

10 **ADV PAUL PRETORIUS SC:** I think we can start, Chair, because we did repeat a little of the evidence.

CHAIRPERSON: Yes.

ADV PAUL PRETORIUS SC: With the instructions given by Mr Watson.

CHAIRPERSON: Yes.

ADV PAUL PRETORIUS SC: To Mr Agrizzi.

CHAIRPERSON: Okay.

MR ANGELO AGRIZZI: Chair, Watson instructed me to take Mti cash that had been earmarked for him as well as cash to be delivered to a number of other officials which was done on a monthly basis. Gavin informed me that I had to take the extra cash for
20 the people at the NPA as well. He explained to me that he had packed security bags. He packed them in a large haversack, plastic haversack which we will buy in bulk from the China Mall and he would say – he said to me that he had packed the security bags for Nomgcobo Jiba in R100 000. He had packed the grey security bag inside the main bag for Mr Lawrence Mrwebi and he marked it Snail and he packed the bag for Jackie Lepinka and marked it Jay. The amounts that were packed were...[intervenes]

CHAIRPERSON: And the one for Mr Nomgcobo Jiba he said he marked it what?

MR ANGELO AGRIZZI: R100 000 and he marked it for Snake.

CHAIRPERSON: Okay.

MR ANGELO AGRIZZI: He marked Mrwebi's R10 000 as Snail and Jackie as Jay. I took these bags together with the other bags to Mti. So it was all in one bag all delivered to Mti.

CHAIRPERSON: So how many bags were inside the bigger sack that you spoke about?

MR ANGELO AGRIZZI: There were six bags inside it.

10 **CHAIRPERSON:** Okay, okay.

MR ANGELO AGRIZZI: Okay, there were extra bags. One was for Jolingana who was at that stage the Acting Commissioner of Correctional Services. He also referred to as Middledrift, the code name for her was Middledrift.

CHAIRPERSON: Middledrift?

MR ANGELO AGRIZZI: Middledrift, because apparently she came from that area in the Eastern Cape.

CHAIRPERSON: Oh. So he was the Acting National Commissioner?

MR ANGELO AGRIZZI: She was.

CHAIRPERSON: Oh it was a she?

20 **MR ANGELO AGRIZZI:** Yes, that is right.

CHAIRPERSON: Okay, alright.

MR ANGELO AGRIZZI: She was an Acting National Commissioner if...[intervenes]

CHAIRPERSON: And was Jolingana the surname or the name?

MR ANGELO AGRIZZI: I do not know, I just know her as Jolingana, I think it was her surname.

CHAIRPERSON: Okay, alright.

MR ANGELO AGRIZZI: Alright, but the code name for her was Middledrift I just recalled now. Then for Grace Molatedi who was the Area Commissioner for somewhere in the Free State and the reason why that was, was because they had further extended the contract by an additional two contracts. One of them was Groen Print and there was, I will remember the other one, it is further on in my statement, but she would get R50 000, because she extended the contract.

There had been a fire at one of the facilities and they had asked us to take over and put in a mobile kitchen.

10 **CHAIRPERSON:** So that strictly speaking would have been an expansion of the scope of the contract?

MR ANGELO AGRIZZI: Correct.

CHAIRPERSON: As opposed to an extension of the duration?

MR ANGELO AGRIZZI: Correct. I have not gone into detail with the investigators, but we had such little time to prepare.

CHAIRPERSON: No, that is fine.

MR ANGELO AGRIZZI: So Grace Molatedi would be getting an extra R100 000 as well. Then in execution of this arrangement Mti over a period of time supplied me with documents which indicate...[intervenes]

20 **ADV PAUL PRETORIUS SC:** Before you go there please? Just let us clarify, you say there were three extra bags?

MR ANGELO AGRIZZI: Correct.

ADV PAUL PRETORIUS SC: One for the person with the surname Jolingana?

MR ANGELO AGRIZZI: Correct.

ADV PAUL PRETORIUS SC: We have mentioned someone earlier I am told

Nontsikelelo?

MR ANGELO AGRIZZI: That is the lady.

ADV PAUL PRETORIUS SC: Is that her first name?

MR ANGELO AGRIZZI: That is correct. That is correct.

ADV PAUL PRETORIUS SC: You referred to her earlier in your evidence?

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: How much did she receive?

MR ANGELO AGRIZZI: She received R100 000.

ADV PAUL PRETORIUS SC: Alright, would you just wait for my question to finish so
10 that the record can pick it up please? And then the third amount?

MR ANGELO AGRIZZI: The third amount was Grace Molatedi which was R100 000.

ADV PAUL PRETORIUS SC: Alright then let us get the order straight. The first
amount?

MR ANGELO AGRIZZI: The first amount was for Richmond Mti which was his
standard R65 000 a month.

ADV PAUL PRETORIUS SC: Alright.

CHAIRPERSON: And this is now after Mti had left Correctional Services?

MR ANGELO AGRIZZI: That is correct, Chair.

CHAIRPERSON: Yes, when he was still at Correctional Services he was getting more
20 than R65 000 or not really?

MR ANGELO AGRIZZI: No, Chair, the amount that he would get monthly was
R65 000.

CHAIRPERSON: Oh, okay.

MR ANGELO AGRIZZI: Later on, after this it increases to R85 000, because then the
company started paying his rental – his rental fee of R20 000 a month cash.

CHAIRPERSON: Okay, thank you.

ADV PAUL PRETORIUS SC: To summarise thus-far then arrangements were made to pay certain amounts to officials in the National Prosecuting Authority?

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: Your evidence is that these arrangements were executed in the manner in which you just described?

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: The purpose as I understand was to obtain information regarding the process of investigation and contemplated prosecution of Mti himself and
10 Bosasa as well?

MR ANGELO AGRIZZI: That is correct, Chair.

CHAIRPERSON: But as I understood you it was more than obtaining information from the NPA. It included them I think you said assisting Bosasa and I would imagine taking whatever decisions where necessary to assist Bosasa with regard to the investigation?

MR ANGELO AGRIZZI: That is correct, Chair. The purpose was also to get them to stymie the process.

ADV PAUL PRETORIUS SC: In relation to the first purpose, did it produce any results for Bosasa?

MR ANGELO AGRIZZI: Well most definitely.

20 **ADV PAUL PRETORIUS SC:** Alright. You deal with that in paragraph 35.6.

MR ANGELO AGRIZZI: Correct.

ADV PAUL PRETORIUS SC: Of your affidavit and I am going to take you through the contents of Annexure Q, that is Q1 to Q17. Q1 appears at page 366 of Bundle S1, but before we go there let us just forewarn the, Chair, of what this evidence is all about. You say in the introductory portion of paragraph 35.6 that the arrangement relating to

the payment of money to officials and the National Prosecuting Authority had various goals and you say in paragraph 35.6 an execution of this arrangement Mti did various things. What did he do?

MR ANGELO AGRIZZI: He liaised with the NPA people to get information from them and provide us with the information relating to that.

ADV PAUL PRETORIUS SC: Did you receive information?

MR ANGELO AGRIZZI: Yes, we did.

ADV PAUL PRETORIUS SC: In what form did you receive the information?

MR ANGELO AGRIZZI: Information would be verbal. It would be written, it will be
10 copies of secret documentation, minutes of meetings, various other information sources.

ADV PAUL PRETORIUS SC: To whom was this information given?

MR ANGELO AGRIZZI: The information was given to Gavin Watson and then to myself. Or sometimes, occasionally I would be there with Gavin Watson and it would be handed over to me.

ADV PAUL PRETORIUS SC: The documents to which you have just referred and which we will refer to in a moment to whom were they given?

MR ANGELO AGRIZZI: Sorry, I thought I explained that. Could you just repeat that in what context?

20 **ADV PAUL PRETORIUS SC:** We spoke about...[intervenes]

CHAIRPERSON: Well...[intervenes]

ADV PAUL PRETORIUS SC: Information.

MR ANGELO AGRIZZI: Yes?

ADV PAUL PRETORIUS SC: I am not referring particularly to documents.

MR ANGELO AGRIZZI: Oh, documents, okay.

ADV PAUL PRETORIUS SC: And the documents in Annexure Q.

MR ANGELO AGRIZZI: Yes. Those documents, sorry, Chair?

CHAIRPERSON: Yes, how did those documents get to you?

MR ANGELO AGRIZZI: Those documents were given presumably by the people within the NPA to Mti. Mti would give them to Watson normally, or if I was there he would give them to Watson and myself at the same time.

CHAIRPERSON: Okay, okay.

ADV PAUL PRETORIUS SC: Now we will go through the documents one by one in order to identify them and to consider or for the, Chair, to consider their probable
10 source and to consider whether that is consistent with the evidence that you are giving.

MR ANGELO AGRIZZI: Correct.

ADV PAUL PRETORIUS SC: But the documents in Annexure Q, you know what those documents are, because you gave them to the investigators?

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: How did you come into possession of those particular documents?

MR ANGELO AGRIZZI: Those documents in Q were given to me via Richmond Mti.

MR ANGELO AGRIZZI: When you say via by whom were they given to you?

MR ANGELO AGRIZZI: Well they were given to me by either Gavin Watson or
20 Richmond Mti directly, Chair, I cannot remember each document, I need to go and look at it and try and jog my memory, but they were given to me by Gavin Watson who got them from Richmond Mti or alternatively if I was with Gavin Watson at the meetings he would give them Richmond Mti would just give them directly to me.

CHAIRPERSON: Alright, so in other words if one goes to each one of those document?

MR ANGELO AGRIZZI: Yes?

CHAIRPERSON: What you are saying is each one, any of those documents they got to you either, because they were given to you by Gavin Watson himself?

MR ANGELO AGRIZZI: Correct.

CHAIRPERSON: Or by Mr Mti? At this stage you are not saying which ones, because we are not looking at the documents, but maybe when we look at the documents you might still not be able which one you got from Mr Watson, which one you got from Mr Mti, but those are the two people from whom you got the documents?

MR ANGELO AGRIZZI: Correct, and I think the important part that I need to clarify is
10 these documents came from either Nomgcobo Jiba or during the meetings with Mti they would hand him the documents. He would then come and give us the documents.

CHAIRPERSON: Yes.

MR ANGELO AGRIZZI: That is how it would work.

CHAIRPERSON: I guess, but we go back to the point that is the conclusion you reach, because of all the circumstances and that is what Mr Mti told you?

MR ANGELO AGRIZZI: Correct.

CHAIRPERSON: *Ja*, okay.

MR ANGELO AGRIZZI: And I think if you look at the documents, Chair, you will see that they are highly confidential and secret documents.

20 **CHAIRPERSON**: Yes.

MR ANGELO AGRIZZI: There is only one or two people who would have access.

CHAIRPERSON: *Ja*.

ADV PAUL PRETORIUS SC: We will go through the documents. I just want to ask one or two more questions in relation to the documents before we do that.

MR ANGELO AGRIZZI: Okay.

ADV PAUL PRETORIUS SC: But, Chair, quite independently from the evidence of this witness no doubt the, Chair, will look at the documents to determine the more than probable source.

CHAIRPERSON: *Ja*, no, I have already looked at them and I just wanted to make sure that we understand what his evidence is.

ADV PAUL PRETORIUS SC: Yes.

CHAIRPERSON: That he personally never witnessed the handing over of the documents to Mr Mti by whoever. He just knows that Mr Mti said he got them from the people concerned and he may have other reasons to believe that what Mr Mti told him
10 is correct.

ADV PAUL PRETORIUS SC: Yes.

CHAIRPERSON: *Ja*.

ADV PAUL PRETORIUS SC: And you referred amongst other things to telephone conversations?

MR ANGELO AGRIZZI: That is correct, Chair.

ADV PAUL PRETORIUS SC: And where those telephone conversations become relevant you will no doubt inform the, Chair.

MR ANGELO AGRIZZI: Will do.

ADV PAUL PRETORIUS SC: Right. Now you say you received these documents from
20 the persons mentioned and in the manner mentioned. Since that time several years have lapsed, what happened to these documents, who kept them?

MR ANGELO AGRIZZI: I kept those documents with me and kept them for safekeeping.

ADV PAUL PRETORIUS SC: And then at a stage you handed them to the investigators of the Commission?

MR ANGELO AGRIZZI: That is correct, Chair.

CHAIRPERSON: Did you take them with you when you left the company?

MR ANGELO AGRIZZI: I did not take them with me, Chair, because I left, I was going on leave like normal.

CHAIRPERSON: Yes.

MR ANGELO AGRIZZI: So they were with me in a secure place, because I got to a stage where I wanted to use these documents and open it up.

CHAIRPERSON: Oh, you had access to where they were?

MR ANGELO AGRIZZI: They were at in a storage place that I created.

10 **CHAIRPERSON**: That you had access to?

MR ANGELO AGRIZZI: Yes.

CHAIRPERSON: Okay. Thank you.

ADV PAUL PRETORIUS SC: You say you created this storage space?

MR ANGELO AGRIZZI: That is correct, Chair.

ADV PAUL PRETORIUS SC: For the very purpose of securing these documents?

MR ANGELO AGRIZZI: To clarify, yes, not only these documents, but various other documents as well and hard drives. So what I did do I hired a specific storage facility away from my premises.

CHAIRPERSON: Yes, okay, thank you.

20 **ADV PAUL PRETORIUS SC**: Let us deal with the first of these documents, it is Annexure Q1 and it appears on page 366.

CHAIRPERSON: Before you proceed Mr Pretorius, the administration side of the Commission should just talk to the owners of the building to see how the issue of bathrooms can be sorted out. I understand that there were still problems, even now. So that we do not have to adjourn for long periods during tea. Okay, thank you, you

may proceed.

ADV PAUL PRETORIUS SC: Chair, there are facilities on the ground floor outside the building, but when I got there certainly they were also locked.

CHAIRPERSON: Yes, that is what I was told, yes, yes.

ADV PAUL PRETORIUS SC: But insofar as we are able to give instructions and insofar as people listen to us we have tried to sort that problem out.

CHAIRPERSON: Yes, yes.

ADV PAUL PRETORIUS SC: I now believe even the bathrooms here are open.

CHAIRPERSON: They are open?

10 **ADV PAUL PRETORIUS SC:** Yes.

CHAIRPERSON: And they are working?

ADV PAUL PRETORIUS SC: No.

CHAIRPERSON: They are not working, but they are open. Okay, no I just want to make sure this – we do not continue to have these problems where measures can be taken to make sure the proceedings are not delayed unduly.

ADV PAUL PRETORIUS SC: Yes.

CHAIRPERSON: Okay, thank you, you may proceed.

ADV PAUL PRETORIUS SC: Page 366, the document referred to is on page 367.

20 Now this appears to be an affidavit of one Hendrik Andries Truter. Do you know who that person is?

MR ANGELO AGRIZZI: I do, he is, I am not sure of his rank but he is in procurement for the Department of Correctional Services and he is very well versed in how tenders should operate and he was present when all the tenders were awarded to Bosasa.

ADV PAUL PRETORIUS SC: Now he himself on the face of it says so in paragraph 2 of the affidavit beginning at page 367?

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: We need not go into the contents of the affidavit, safe to say that it does indeed deal with procurement issues within the Department of Correctional Services.

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: But if you would look please at page 381 which is the last page of that affidavit you will see that again on the face of it, it was commissioned at Pretoria on 7 July 2009?

MR ANGELO AGRIZZI: That is correct.

- 10 **ADV PAUL PRETORIUS SC**: And the person commissioning the affidavit appears to have been a Mr Cornelius Daniel du Toit Chief Forensic Investigator, Special Investigating Unit, Rentmeester building, Watermeyer Street, Pretoria.

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: The inference is to be drawn from that can be dealt with in due course, Chair. The second document is Annexure Q2 and that appears at page 383. Again it appears to be an affidavit, this time attested to by a Willem Hendrik Jacobus Pretorius. Do you know who that person is or was?

MR ANGELO AGRIZZI: I am well aware, he is a Deputy Director for Tender Administration and that at Correctional Services.

- 20 **ADV PAUL PRETORIUS SC**: Alright. According to this affidavit at page 383 the deponent Mr Pretorius was employed by the Department of Correctional Services as Deputy Director Tender Management at the Head Office in Pretoria.

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: The affidavit then goes on to deal with matters relevant to procurement and deals with contracts such as the outsourcing of catering services at

a youth centre, the outsourcing of catering services generally and his activities in that regard.

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: He says for example on page 385 at paragraph 12:

"I can remember that Mr Gillingham also managed the process
with regard to the drafting and specifications."

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: Alright. So it seems that the subject matter at least of this affidavit is the series of contracts investigated by the special investigation unit?

10 **MR ANGELO AGRIZZI:** That is correct.

ADV PAUL PRETORIUS SC: Once again if one goes to page 387, the last page of that affidavit one will see that it was attested to on 20 July 2009, the Commissioner of Oaths there was a Mr Johannes Senekal and below the name of the Commissioner of Oaths is the words in handwriting *ex officio* SIU second floor Rentmeester building the same address.

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: Right. Once again, Chair, the inferences to be drawn from that can be dealt with separately. These documents generally did they come to you or did they come into your possession on one occasion only or over a period of
20 time?

MR ANGELO AGRIZZI: There were numerous documents over a period of time, unfortunately I do not have all of them. I have submitted what I had.

ADV PAUL PRETORIUS SC: So you have some of the documents that came to Bosasa from whatever source over a period of time?

MR ANGELO AGRIZZI: That is correct, Chair.

ADV PAUL PRETORIUS SC: And as far as you know directly from Mr Mti?

MR ANGELO AGRIZZI: That is correct, Chair. If I may just add, Chair, when I left on the 15th I had left with the intention of going on leave, coming back and getting more documents, but unfortunately I never went back.

ADV PAUL PRETORIUS SC: Alright, let us go then please to Annexure Q3 which appears at page 389? This appears on the face of it to be a memorandum from the office of the Director of Public Prosecutions Pretoria, Special Commercial Crimes Unit Pretoria, from Glenis Breytenbach to adv Simelane described in the document as the National Director of Public Prosecutions.

10 It is copied to other officials and it concerns in its own terms the Bosasa investigation and it is dated 4 February 2010. It seems that at this stage from the contents of this document that the investigation and any contemplated prosecution was now in the hands of the NPA?

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: We need not go into the contents of the document in any detail, but simply to say that this memorandum is a report from Ms Breytenbach to adv Simelane concerning the progress of the investigation into Bosasa?

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: For example and relevant to the position of Mr Mti and
20 Bosasa one can look at page 391, amongst the various topics reported to the National Director of Public Prosecutions by Ms Breytenbach over the three pages of the report are the final two paragraphs, which read:

"In the *interim* the documents received from the SIU have been
read and sorted into what will form the basis of the case docket
once the affidavit of the Acting Commissioner had been

finalised."

And then the last paragraph reads:

"An issue that needs to be addressed on an urgent basis the position of Mr Mti who is one of the main suspects and who currently holds the position of Head of Security 2010 World Cup and the impact that this investigation once it gains momentum and attracts the attention of the media might have.

Some guidance in this regard would be greatly appreciated."

You yourself gave evidence that assistance was given by Bosasa by Mr Mti
10 in relation to the bid for the security function at the 2010 World Cup?

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: Is this consistent with what you knew yourself at the time?

MR ANGELO AGRIZZI: That is correct Chair.

ADV PAUL PRETORIUS SC: Then if we may proceed please to Annexure Q4. It appears on page 393. The document itself appears on page 394. As this document has relevant information in regard to the progress of the contemplated prosecution and investigation. I am going to deal with certain statements in it but on the face of it, it appears to be a document on the letterhead of the National Prosecuting Authority?

20 **MR ANGELO AGRIZZI**: That is correct.

ADV PAUL PRETORIUS SC: It is dated 8 February 2010?

MR ANGELO AGRIZZI: Correct.

ADV PAUL PRETORIUS SC: It is a memorandum which on the face of it emanates from Advocate M Simelane the National Director of Public Prosecutions and it is addressed to Advocate G Breytenbach. Do you see that?

MR ANGELO AGRIZZI: I do.

ADV PAUL PRETORIUS SC: And it is copied to various persons?

MR ANGELO AGRIZZI: Correct.

ADV PAUL PRETORIUS SC: The memorandum reads at least in the first paragraph:

“I have considered your memorandum dated 4 February 2010.

Having done so I am concerned about the turn that the case is taking.”

The second paragraph reads and it has been partly obliterated by markings Chair:

10 “All along the matter has been reported on with suggestions that it is close to prosecution. Your summary of progress made reveals the opposite. I am therefore concerned that a simple act of obtaining a statement with which to open a docket is proving difficult to do.”

It continues to make comments. The second paragraph on page 395, if I may just read it onto the record.

20 “It also appears that the NPA staff are unlikely to contribute materially at this stage. I suggest that you advise Senior Superintendent D J Kriel in writing what process to follow to get the investigation going. You and your team of Advocate Grobbelaar and Mr G Nkadimeng must withdraw from the case until I am advised by the police that a docket has been opened and it is specified what assistance is required from the NPA. Accordingly I would appreciate it if you and your team can withdraw from this case and dedicate your time and resources to cases where there are dockets, investigate or

prosecute, to investigate or prosecute. Please confirm the withdrawal by 9 February 2010.”

Then it goes on to say:

“I note the point you make regarding Mr Mti.”

And that is a reference to the World Cup position?

MR ANGELO AGRIZZI: That is correct.

10 **ADV PAUL PRETORIUS SC**: “It is mischievous to say the least. Firstly there is no police docket or investigation under way. Secondly and by your own admission there is still an assessment to be made on the evidentiary value of the information currently available. How therefore you can start speculation and making suggestions regarding any person is beyond belief unless of course it is a manifestation of a mind-set with predetermined outcomes. My suggestion would be that you follow the advice in the last sentence of paragraph 3 above.”

And that is the, well it is not a suggestion. It is an order to withdraw from the case.

MR ANGELO AGRIZZI: That is correct.

20 **ADV PAUL PRETORIUS SC**: These sorts of facts or reports concerning the progress of the investigation who was involved who was not involved and how it was progressing, were these given to you in any other form from time to time?

MR ANGELO AGRIZZI: Yes. It would be confirmed to me by Sesinyi Seopela. So there was always confirmation of whatever documentation I was getting and it would always collaborate. So there were various sources of information that would come to me and because Sesinyi Seopela was close to Advocate Menzi Simelane they had a relationship. I was introduced to him in, in Sandton. I think I go through that in my

committee?

MR PAUL AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: Is that in addition to the role?

MR PAUL AGRIZZI: In addition to her role she would have had to sit on the bid evaluation committee.

ADV PAUL PRETORIUS SC: And what is relevant in regard to Mrs Mabena?

MR PAUL AGRIZZI: Well she got paid every month.

CHAIRPERSON: She was one of those receiving monthly payments.

MR PAUL AGRIZZI: The bribe money.

10 **CHAIRPERSON**: From Bosasa?

MR PAUL AGRIZZI: That is correct.

CHAIRPERSON: Okay.

ADV PAUL PRETORIUS SC: And then under the head in paragraph 2 Bank Statements Obtained in terms of Section 205 of Act 51 of 1977. A number of bank accounts are listed. Fourteen in fact.

MR PAUL AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: Belonging amongst others to Mr Mti. I see here a mortgage loan account in the name of Autumn Storm Investments 106 PTY LTD?

MR PAUL AGRIZZI: That is correct.

20 **ADV PAUL PRETORIUS SC**: You have given evidence regarding that entity.

MR PAUL AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: The item or account listed in paragraph 2.3 refers to what appears to be Mr L Mti Volkswagen Triptronic – Triptronic it says here with higher purchase and supporting documents.

MR PAUL AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: So you were told exactly which bank accounts and other financial documents were being investigated? Was this information useful to Bosasa?

MR PAUL AGRIZZI: It was extremely useful Chair because you could from this information actually go and interview the witnesses and quite simply you will see later on in my statement and in the other witnesses it is very easy to manipulate when you have wads of cash especially witnesses. So what would happen is very simple. These names, these lists of names would be approached and they would have to change their statements.

CHAIRPERSON: Thank you.

10 **ADV PAUL PRETORIUS SC:** Then you received information in paragraph 3 on page 413 concerning witnesses consulted and draft statements being prepared for signature.

MR PAUL AGRIZZI: Correct.

ADV PAUL PRETORIUS SC: And then in paragraph 4 under the heading Investigation Outstanding on page 414 of the bundle you are told what the plans are in relation to the obtaining of further statements and from whom?

MR PAUL AGRIZZI: Correct.

ADV PAUL PRETORIUS SC: Once again there are persons named on page 415 as being either authors or responsible for the report or as co-signatories but it appears from the bottom of page 415 that this information note was compiled by Colonel DJ
20 Kriel?

MR PAUL AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: Perused and verified by Brigadier Simon?

MR PAUL AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: It is not necessary save to place it on record Chair to go back to the previous bundle but it appears in paragraph 35.6.8 that you received a

confidential document signed by Advocate De Kock of the Special Commercial Crimes Unit dated 28 October 2011. It is unsigned but it appears as Annexure Q8 on page 418 of the second bundle Exhibit S2. Can we go there please? This document is marked Confidential. It runs from page 418 to page 243. It is not necessary to go into the contents of the document save to place on record that it appears to be a memorandum examining the validity of a subpoena *duces tecum* that was served on the special investigative unit during February 2011 by the Mail and Guardian Newspaper?

MR PAUL AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: Do you know anything about this?

10 **MR PAUL AGRIZZI**: Yes I do. This basically was given to us as a mechanism and an argument to be able to use in terms of defending the case. This specific document I would have to take to Brian Biebuyck and he had to analyse it and formulate a document that would be given back to Mti that would – that would kind of *nolle prosequi* the case because how they got the information in the investigation was not done correctly. So the whole issue was about fruit of a poison tree and all that Sir. I do not know if you want me to go into detail detail?

ADV PAUL PRETORIUS SC: No.

MR PAUL AGRIZZI: But I do not think it is necessary.

ADV PAUL PRETORIUS SC: Well perhaps you should because it appears that this
20 document would have been useful to Bosasa in any attempt it would make to quash the investigation?

MR PAUL AGRIZZI: It is correct.

ADV PAUL PRETORIUS SC: Save that it is an opinion given by Advocate De Kock to his employer, a law enforcement agency, the Special Commercial Crimes Unit.

MR PAUL AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: So not only improper but irregular?

MR PAUL AGRIZZI: Most definitely.

ADV PAUL PRETORIUS SC: So the conclusion on page 443 appears in paragraph 8.

CHAIRPERSON: Well Mr Pretorius he had asked you whether he should say more and you said yes. I do not know whether you have gotten anymore?

ADV PAUL PRETORIUS SC: Yes I just want to go to the conclusion.

CHAIRPERSON: Okay.

ADV PAUL PRETORIUS SC: And then allow him to.

CHAIRPERSON: Okay that is fine.

10 **ADV PAUL PRETORIUS SC:** Expand insofar as he wishes. In paragraph 8 on page 80 the conclusion reached by Advocate De Kock on 28 October 2011 is the following: “I am of the view that there are various levels of argument that could be advanced in support of the view that the subpoena amounts to an abuse of the process of court.” As you say very useful information regarding the investigation for Bosasa in any attempt it might make to quash the investigation or to defend its case in court.

MR PAUL AGRIZZI: Let me explain it and give you the context of this document.

CHAIRPERSON: Yes.

MR PAUL AGRIZZI: This document was drafted and done by Advocate De Kock.

CHAIRPERSON: Yes.

20 **MR PAUL AGRIZZI:** But I want to make it very clear Chair that we have never dealt with Advocate De Kock. Advocate De Kock was never involved in trying to stymie it. This document was created because she was given an instruction which I know of because the big thing here was the fruit of the poison tree. Now I am not a – I am not a legal expert at all but what I can explain is that this document was drafted via Mti’s request to Advocate Jolingana to give us an overview of how to shut down the case.

She must have contacted De Kock who then gave it to her. Which is why De Kock authored this document. I can only – I can only assume unfortunately that that is how this document came out but I have gone through this document so many times and it is quite clear that the document that was given us because we needed to know how do we go about closing down this case. And that is why it is important just now to refer to the handwritten notes because that further collaborates this document over here. But this is extremely useful in assisting us in – and the attorneys in not only closing down the case but kicking it into touch so that it would never reappear.

CHAIRPERSON: Well maybe you should from what you have said it seems to me that
10 you know the process that lead to this document.

MR PAUL AGRIZZI: Yes Chair.

CHAIRPERSON: And maybe you should tell me from where the first step was so and so said the following and so and so on and then the next step this is what was done, the next step and ultimately we got this document. If you can just tell me in that sequence?

MR PAUL AGRIZZI: So we were getting documents and having meetings with Mti on a regular basis Chair.

CHAIRPERSON: Yes.

MR PAUL AGRIZZI: What would happen is we would always say to him “well what do
20 you want us to do, what is the next step?”

CHAIRPERSON: Ja.

MR PAUL AGRIZZI: Alright so Gavin wanted it clear and concise. He wanted me after every single meeting to get hold of the attorney – our attorney and go and see the attorney and if need be senior counsel and tell them exactly what transpired and give them copies of this document. So all – Chair this is a small reflection of what is actually

is available because I could not get – they were all at the office.

CHAIRPERSON: Yes.

MR PAUL AGRIZZI: And they still presumably at the office.

CHAIRPERSON: Ja.

MR PAUL AGRIZZI: But the fact of the matter is that they would then give us advice and who better to ask for advice on how to close down a case but the investigator officer or the prosecutor that is handling that case. Without letting them know so you cannot say well the Bosasa case but give me a case similar and tell me what the risks are? And that is how this document emanates and that is how the document comes to
10 us. But I in no way can implicate Advocate De Kock because I know for a fact that whenever whoever tried to get hold of her she was – she would not come forward with any information and she was kind of beyond reproach. However if I raise this document it is going to make her look as if she is involved which she is not. To my knowledge.

CHAIRPERSON: Yes okay thank you.

MR PAUL AGRIZZI: I just wanted to clear that up.

CHAIRPERSON: Thank you. Well I said thank you but I am not – I am not entirely sure that I understand better. So you and Mr Watson would receive some documents from Mr Mti emanating from the NPA?

MR PAUL AGRIZZI: Correct.

20 **CHAIRPERSON**: Mr Watson would then say what next?

MR PAUL AGRIZZI: What do you want us to do?

CHAIRPERSON: Ja and then you would go to Bosasa's attorney.

MR PAUL AGRIZZI: That is correct.

CHAIRPERSON: And he would look at the documents and he would give his advice?

MR PAUL AGRIZZI: That is correct Chair.

CHAIRPERSON: That is right. And you say that you would – you would be wanting to see how best to effectively shut down this investigation and prosecution – possible prosecution?

MR PAUL AGRIZZI: That is correct.

CHAIRPERSON: And you say as far as you know Advocate De Kock was never involved in any wrong doing relating to Bosasa?

MR PAUL AGRIZZI: That is correct.

CHAIRPERSON: Ja. But you say there was somebody and I do not know whether that somebody was within the NPA that you mentioned earlier who would have been spoken to and you think that person may in turn have spoken to somebody else at the NPA and I do not know whether that would have been Advocate De Kock. I just want to understand that part?

MR PAUL AGRIZZI: Chair that is correct. What I am explaining is that that document was – emanates from De Kock and there is no doubt about it however ...

CHAIRPERSON: Yes.

MR PAUL AGRIZZI: It was not given to us freely. It was given to Jiba, Mrwebi or Jackie those are the only people I know. Snake, snail and Jay. It was given to them who then passed it onto Mti.

CHAIRPERSON: Yes.

20 **MR PAUL AGRIZZI**: So this talks about similar cases.

CHAIRPERSON: Oh it does not relate to Bosasa?

MR PAUL AGRIZZI: No not only Bosasa.

CHAIRPERSON: Yes okay.

MR PAUL AGRIZZI: It gives you an overview and what must have happened is they have said to her “give us an overview of how – what is the situation in the case?

MR ANGELO AGRIZZI: Chair, this is as I received the document that is how I provided it. I did not scratch it out. It had seemed to be scratched out. I remember, sorry, it was scratched out by Mr Richmond Mti before he handed it over to me.

ADV PAUL PRETORIUS SC: Alright, and you do not know what was scratched out?

MR ANGELO AGRIZZI: Well he did not scratch it out properly.

ADV PAUL PRETORIUS SC: Do you know what appears under the scratched out part?

MR ANGELO AGRIZZI: You can actually see on the form, after the line at the top it says from there and you can see a J, you can see a K, I can see an I, I can see a L, I
10 can see a P and I can see an A. So one can presume from my ability to decode certain figures this is Jackie Lapinka, Chair.

ADV PAUL PRETORIUS SC: Yes, well the person who scratched out apparently to conceal from whom the email came must have forgotten to scratch out the apparent author of the document at the bottom of the page?

MR ANGELO AGRIZZI: That is correct, Chair.

ADV PAUL PRETORIUS SC: And there the name Ms Jackie Lapinka appears.

MR ANGELO AGRIZZI: That is correct, Chair.

ADV PAUL PRETORIUS SC: Alright. So it appears at least on the face of it that this email came from Ms Jackie Lapinka whose position or designation at the time appears
20 to have been Manager, Executive Support to the National Director of Public Prosecutions. It appears and we need not go into too much detail, but from the email train preceding that email at page 142 and 143 that the person designated as ANDPP was seeking a status report on various cases, do you see that?

MR ANGELO AGRIZZI: I am well aware of that.

ADV PAUL PRETORIUS SC: Including the Bosasa case?

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: Those cases are listed in the email dated 22 November 2012, 10:05 on page 475?

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: Let us go back to page 474 if we may? IF ANDPP, Chair, stands for the Acting National Director of Public Prosecutions, I am informed that at that time that person was Ms Jiba.

CHAIRPERSON: Okay.

10 **MR ANGELO AGRIZZI**: That is correct, Chair. If I can for clarity purposes...[intervenes]

CHAIRPERSON: And we have been told that by Mr Agrizzi that Ms Jackie Lapinka worked with or in the office of Ms Jiba.

MR ANGELO AGRIZZI: That is correct, Chair.

CHAIRPERSON: Okay, thank you, but you wanted to say something?

MR ANGELO AGRIZZI: I wanted to add clarity in terms of the names that were mentioned. I recall receiving this document personally in the presence of Mr Watson at the house of Mr Mti and I was told categorically that they cannot just isolate and close down the Bosasa case. It would raise too many concerns so they would have to do it as part of five other cases.

20 Another case that was mentioned to me was the Coca-Cola case that was closed down. I am not aware of it, but that was mentioned during these discussions as well, and based on this document we believed that the case would be closed down.

CHAIRPERSON: So this document you say you received when at a time when you and Mr Watson were in Mr Mti's house, is that right?

MR ANGELO AGRIZZI: That is correct.

CHAIRPERSON: You received it from Mr Mti?

MR ANGELO AGRIZZI: That is correct.

CHAIRPERSON: Okay and what you have added in terms of what you were told namely that the NPA could not just shut down the Bosasa case it had to shut down other cases as well that is what Mr Mti told you at the time?

MR ANGELO AGRIZZI: With specific reference to Coca-Cola, there was an issue there that is correct.

CHAIRPERSON: Thank you.

ADV PAUL PRETORIUS SC: It appears on the face of it Mr Agrizzi that this email was
10 sent by Ms Jackie Lepinka to Silas Ramaiti and Lawrence S Mrwebi?

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: And copied to certain other parties?

MR ANGELO AGRIZZI: Correct.

ADV PAUL PRETORIUS SC: The subject line reads SCCU Specialised Commercial Crimes Unit status on the following cases, importance high.

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: And I am going to put it on record, parts of it on record if
I may?

20 "Good afternoon. Trailing emails refer: Reports submitted to
the ANDPP..."

That is the Acting National Director of Public Prosecutions presumably.

"...were not in line with what she requested. The ANDPP is
requesting progress reports for the below mentioned cases."

Five cases are mentioned including Bosasa, correct?

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: "The said report should outline the following: Current status, available evidence, where the said case is currently and if not on the court roll by when it will be enrolled."

The next paragraph reads:

10 "Detailed feedback reports on these case should be submitted to this office on or before 28 November 2012. Upon receipt of the said reports a meeting will be scheduled between the ANDPP and the Prosecutors responsible for the prosecution of the said cases to come and brief the ANDPP accordingly. In terms of the Bosasa case please be advised that this matter needs to be finalised ASAP as the matter has been investigated for many years and from the submitted reports it is clear, says Ms Lapinka it is clear that there is no evidence and/or prospect of a successful prosecution. This has been confirmed by both Lieutenant General Dramat and adv M de Kock the lead Prosecutor."

It continues on the next paragraph to read:

20 "The ANDPP has indicated further that no resource will be allocated to any case for longer duration. You are therefore requested to ensure that Prosecutors focus on cases where there is sufficient evidence as this is fruitless and wasteful expenditure."

Those are the comments in relation to the Bosasa case, principally and the others as well under the hand it appears of Ms Jackie Lapinka?

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: Do you know anything about this communication and its content other than what you have just told the, Chair?

MR ANGELO AGRIZZI: I have explained everything that I am aware of.

ADV PAUL PRETORIUS SC: We are going to go then to page 478 which is Annexure Q12. By the way all these documents I presume from your evidence and all the documents listed under the head Annexure Q were documents received by you from Mr Mti in the manner that you have referred to in evidence?

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: Well perhaps we should go to page 476 first which is the
10 first of the emails in the email train to which we are now referring. It reads:

"Dear colleagues. The above matter refers: SCCU status on cases including Bosasa. Please note that the ANDPP would like to discuss the above matters with your Principals on Thursday 22 November 2012 at 10:00 in the NPS boardroom. Kindly confirm availability. Kind regards Palesa."

Do you know who Palesa was?

MR ANGELO AGRIZZI: I am not fully aware, I have never met with Palesa. All I know is when I looked at the authenticity of the email I picked up that, you know that there was a chain and it showed authenticity.

20 **ADV PAUL PRETORIUS SC:** Yes. It seems that there was a meeting in prospect regarding these cases.

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: Let us move on then to another document in the bundle of documents marked Annexure Q. That is the one that appears at page 478 it is Annexure Q12. Again it is on the letterhead of the Specialised Commercial Crime Unit,

it is addressed to adv M Mokgatle, Acting Regional Head SCCU from adv de Kock and it is dated 26 November 2012 and the subject line is the progress report on the Bosasa investigation.

Now we know that earlier on you referred to another progress report under the hand of adv de Kock, do you see that?

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: The email chain in which Ms Jackie Lapinka makes her comment concerning the status of the case against Bosasa and said that there is no evidence or any prospect of a successful prosecution is dated 22 November 2012?

10 **MR ANGELO AGRIZZI:** That is right.

ADV PAUL PRETORIUS SC: Adv de Kock who has seem to play an important role in the contemplated prosecution, her memorandum to adv Mokgatle is dated four days later 26 November 2012?

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: And its subject is progress report on the Bosasa investigation. It is clear from the content that it is indeed a progress report on the Bosasa investigation. I just want you to mention to the, Chair, a few lines contained in the report to indicate what adv de Kock's view was at that stage.

On page 478 under summary of the available evidence it reads:

20 "The SAPS investigation clearly indicates criminal behaviour on the part of Patrick Gillingham, W D Mansell, R Hoeksma and others."

Do you see that?

MR ANGELO AGRIZZI: I do.

ADV PAUL PRETORIUS SC: Then on page 479 under matters under investigation and

way forward the document reads:

"The investigation of the matter is not yet completed and a charge sheet has not been drafted. Almost 200 statements had been obtained since the start of the investigation. We are still of the view that the investigation will take another six months to complete. Adv van Rensburg and myself are in regular contact with the investigators."

Then under the head anticipated date of enrolment it reads:

10 "It is difficult to speculate on the anticipated date of enrolment, but it would definitely be impossible to enrol the matter prior to 14 February 2013."

And then over the page on page 480, other issues the investigation in relation to others it appears from the document was still in progress and Ms de Kock says:

"I cannot give a summary of the nature and quality of the current and still to be obtained evidence except to say that we do not anticipate it to be challenged on any known grounds."

So at that stage did you receive information on or after 26 November 2012 that the investigation and contemplated prosecution was still on the table as it were?

20 **MR ANGELO AGRIZZI**: That is correct.

ADV PAUL PRETORIUS SC: Then on 30 April 2013 it appears approximately five or six months later there is another progress report on the Bosasa investigation that apparently ended up in Bosasa's possession. It is again addressed to adv Ngwebe special Director of Public Prosecutions and it appears to have been authored by amongst others adv de Kock.

It is dated 30 April 2013.

MR ANGELO AGRIZZI: Correct.

ADV PAUL PRETORIUS SC: 1.1 reads:

"In response to the request for more information and a detailed report in respect of the progress with the investigation of Pretoria Central CAS..."

And there is a reference number I wish to report as follows. The first heading is the Prosecution of Patrick O'Connor Gillingham. It reads:

10 "I am busy working on a draft charge sheet in respect of Patrick O'Connor Gillingham. The proposed charges against him involve corruption, money laundering and fraud."

And then certain details are given and then on page 483 adv de Kock says apparently:

"I am of the opinion that it will be possible to enrol the matter during the second half of 2013 as indicated before."

So it is apparent from what she says is that a prosecution against Mr Gillingham is not only possible, but is capable of being enrolled during 2013?

MR ANGELO AGRIZZI: That is correct.

20 **ADV PAUL PRETORIUS SC**: Then under the paragraph number head 1.3 the prosecution of the Bosasa group of companies the document reads:

"It is anticipated that the evidence of the corrupt relationship between Patrick O'Connor Gillingham and various individuals within the Bosasa group of companies namely W D Mansell, Angelo Agrizzi, Carlos Bonficacio, Andries van Tonder, Frans Hendrik Steyn Vorster and others will be sufficient to prosecute

the said individuals for *inter alia* money laundering and corruption."

And she then talks about a second draft sheet that will be prepared. And then in paragraph 1.4 under the head the prosecution of Linda Morris Mti she says on page 484:

"It is difficult to speculate, but should the police investigation point to a corrupt relationship and the criminal involvement of Mti and the four tenders mentioned in the Gillingham charge sheet he will also be prosecuted."

10 And then in paragraph 1.5 the document talks of enrolment dates. So it appears whatever else adv de Kock might have said earlier in earlier reports the position as at 30 April 2013 is that at least one prosecution and possibly others could occur during 2013 or shortly thereafter?

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: And that knowledge came to your attention despite the contradictory reports earlier, is that correct?

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: Do you know whether a charge sheet was ever served on Mr Gillingham?

20 **MR ANGELO AGRIZZI**: No charge sheet, nothing has been done with Mr Gillingham.

ADV PAUL PRETORIUS SC: Well that is interesting, because you were also given and this is Annexure Q14 at page 486 and following, you were actually given the draft charge sheet.

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: Before he even received it.

MR ANGELO AGRIZZI: Before anybody received it.

ADV PAUL PRETORIUS SC: And it is headed draft charge sheet POC Gillingham
30 April 2013.

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: And contained in the charge sheet are a number of
alleged acts some of which you have given direct evidence about?

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: And then if one goes on to Annexure Q15 at page 502 of
S2 you will see what appears to be a draft memorandum. It is headed proposed
10 memorandum under the further head proposed racketeering memorandum confidential
document 8 August 2013. Do you recognise this document?

MR ANGELO AGRIZZI: I do.

ADV PAUL PRETORIUS SC: It appears from page 510 where there are a number of
headings and no content to those headings beneath that this was an early draft of this
confidential document?

MR ANGELO AGRIZZI: Correct.

ADV PAUL PRETORIUS SC: What is this document?

MR ANGELO AGRIZZI: This document was provided to me via Richmond Mti. It was
dated 8 August. I received it if I recall correctly mid-August in 2013 and basically what
20 it talks about is the racketeering and charges regarding to racketeering that would be
brought.

ADV PAUL PRETORIUS SC: That were contemplated?

MR ANGELO AGRIZZI: Correct.

ADV PAUL PRETORIUS SC: If you go to page 505 under the heading D, identification
of the accused there are listed some 27 people and entities who apparently are those

that are intended to be subject matter of the racketeering charges?

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: And you were informed of this fact?

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: Then before the memorandum was even complete?

MR ANGELO AGRIZZI: Correct.

ADV PAUL PRETORIUS SC: And on page 511 once again a draft document. It appears under the head proposed racketeering memorandum confidential document 8 August 2013. It may well have been, but we are not sure, an Annexure to the prior document that you referred to, but again it is a provisional draft authorisation in terms of Section 24 of Act 120(1) 1998 and that is the Prevention of Organised Crime Act.

MR ANGELO AGRIZZI: Correct.

ADV PAUL PRETORIUS SC: So you would have known at that stage that charges were being contemplated in relation to racketeering in terms of the Prevention of Organised Crime Act?

MR ANGELO AGRIZZI: Correct.

ADV PAUL PRETORIUS SC: Before any such charges were actually levelled?

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: And in fact it is followed by a provision draft charge sheet and the accused some 27 accused are listed on page 513 and 514.

MR ANGELO AGRIZZI: That is correct.

CHAIRPERSON: So Mr Pretorius it looks like the top part of page 511 is the ending of the previous document and the next document starts after Ms de Kock's name. That is the document "Provisional Draft Authorisation". I got the impression when you started on page 511 that you thought that heading "Proposed Racketeering Memorandum" was

for the new document, but I think that comes from the previous pages in regard to the previous document.

ADV PAUL PRETORIUS SC: Yes, perhaps I did not make it clear, but ...[intervenes].

CHAIRPERSON: Yes.

ADV PAUL PRETORIUS SC: The heading is the same.

CHAIRPERSON: Ja, the heading is the same for all, for all of, for a number of documents.

ADV PAUL PRETORIUS SC: Up to page 512 and then on page 513 the heading changes.

10 **CHAIRPERSON:** Oh okay, okay.

MR ANGELO AGRIZZI:

ADV PAUL PRETORIUS SC: And there it is “The Provisional Draft Charge Sheet Racketeering as per the Instruction of NDPP – Confidential. Subject to Amendments – Investigation Still in Progress”.

CHAIRPERSON: Okay, thank you.

ADV PAUL PRETORIUS SC: And there follows a draft charge sheet which goes right through to page 555.

CHAIRPERSON: 555?

ADV PAUL PRETORIUS SC: Yes Chair. I better check. Well no, I am wrong Chair.

20 **CHAIRPERSON:** Huh-uh.

ADV PAUL PRETORIUS SC: It goes through to page 527 and sets out the detail of racketeering charges.

CHAIRPERSON: Ja.

ADV PAUL PRETORIUS SC: Then on page 528 a new document begins, but it seems part of the set of documents.

CHAIRPERSON: Ja, okay.

ADV PAUL PRETORIUS SC: It is headed “Provisional List of Racketeering Activities –
P O C Gillingham and L M Mti.”

CHAIRPERSON: Ja.

ADV PAUL PRETORIUS SC: “Note this list is still incomplete and subject to
amendments, draft document only – confidential. For attention of Advocate Ngwebi,
Advocate Mosing and the NDPP only.”

CHAIRPERSON: Okay.

ADV PAUL PRETORIUS SC: So it seems that this document was intended only for the
10 attention of Advocate Ngwebi, Advocate Mosing and the NDPP. Correct?

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: Also it came into your possession with the other
documents?

MR ANGELO AGRIZZI: Correct.

ADV PAUL PRETORIUS SC: Let us go then please if we may Mr Agrizzi to Annexure
Q16 page 557. This document about which you will hopefully testify to the Chair now
was this document another set of another source? It did not come to you via Mr Mti.

MR ANGELO AGRIZZI: No, this document came to me via Mr Mti and Mr Watson.

ADV PAUL PRETORIUS SC: Now ...[intervenes].

20 **CHAIRPERSON:** Are we at 557?

MR ANGELO AGRIZZI: Correct.

ADV PAUL PRETORIUS SC: But this is not a document purporting to come, I am
sorry.

CHAIRPERSON: Are we at 557?

ADV PAUL PRETORIUS SC: I am sorry Chair, yes.

CHAIRPERSON: Ja, okay alright. Thank you.

ADV PAUL PRETORIUS SC: What I am trying to Mr Agrizzi.

MR ANGELO AGRIZZI: Yes.

ADV PAUL PRETORIUS SC: You and I know at this stage and the Chair will know shortly, I do not think it is a problem leading you on this. This is not a document that purported to come from the N, the National Prosecuting Authority?

MR ANGELO AGRIZZI: No, not at all, no.

ADV PAUL PRETORIUS SC: But it does relate to the issues that we have discussed?

MR ANGELO AGRIZZI: Correct.

10 **ADV PAUL PRETORIUS SC:** And it is the note you referred to this morning that we should get to. Well we are finally here.

MR ANGELO AGRIZZI: Thank you.

ADV PAUL PRETORIUS SC: Explain, there is a note at the bottom that appears to be a note that was placed on this document on one of those sticky notes. That note which says received from Mti in 2013. Notes in his handwriting what Jiba said they should be. Is this part of the original document?

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: It is?

MR ANGELO AGRIZZI: Sorry, this is part of the, the documents that I submitted.

20 **ADV PAUL PRETORIUS SC:** [Intervenes].

CHAIRPERSON: I think Mr Pretorius is asking about the notes that says received from.

MR ANGELO AGRIZZI: Yes. No that that was just the indicator note. So that was.

CHAIRPERSON: It is a note made ...[intervenes].

MR ANGELO AGRIZZI: It is a note where I recalled it.

CHAIRPERSON: It is a note made after you had received the document?

MR ANGELO AGRIZZI: Correct.

CHAIRPERSON: Thank you.

ADV PAUL PRETORIUS SC: Was that a note made by a person as part of this investigation or what ...[intervenes]?

MR ANGELO AGRIZZI: [Intervenes].

ADV PAUL PRETORIUS SC: Or was it later than the origin when this document originated?

MR ANGELO AGRIZZI: No, no this was made by the investigators when they tagged
10 the file to actually make a note that it was received.

ADV PAUL PRETORIUS SC: So we should ignore that?

MR ANGELO AGRIZZI: The note, yes.

ADV PAUL PRETORIUS SC: You can give that evidence?

MR ANGELO AGRIZZI: Thank you.

ADV PAUL PRETORIUS SC: Alright. So you tell the Chair please what this document is?

MR ANGELO AGRIZZI: Chair this document was written to me while I was sitting in the study.

CHAIRPERSON: That is the document at five, page 557?

20 **MR ANGELO AGRIZZI:** That is right.

CHAIRPERSON: Yes.

MR ANGELO AGRIZZI: It has got 238 ...[intervenes].

CHAIRPERSON: It is ...[intervenes].

MR ANGELO AGRIZZI: On top of it.

CHAIRPERSON: It is a handwritten document?

MR ANGELO AGRIZZI: That is right. It is called assignment writing pad.

CHAIRPERSON: Just repeat that.

MR ANGELO AGRIZZI: It has got there assignment writing pad.

ADV PAUL PRETORIUS SC: There is a barcode there. This particular paper on which this document was written do you know where it came from?

MR ANGELO AGRIZZI: I have not got a clue but what, what is interesting is if you know the university they will be able to scan that barcode in and tell you which student was using that pad.

10 **ADV PAUL PRETORIUS SC**: Be that as it may tell the Chair what this document is all about please.

MR ANGELO AGRIZZI: Chair we were having a meeting and it was post one of the meetings with; that Mti had with ...[intervenes].

CHAIRPERSON: And who was having a meeting?

MR ANGELO AGRIZZI: Myself, Richmond Mti were having the meeting.

CHAIRPERSON: The two of you?

MR ANGELO AGRIZZI: That is correct Chair.

CHAIRPERSON: Okay. You cannot remember when?

MR ANGELO AGRIZZI: The meeting was held in 2013. I cannot ...[intervenes].

CHAIRPERSON: Remember, ja.

20 **MR ANGELO AGRIZZI**: Cannot recall, but I do recall that it was at his house.

CHAIRPERSON: Yes.

MR ANGELO AGRIZZI: And he used his note pad, because he wrote it down for me.

CHAIRPERSON: Okay, ja. Continue, tell us ...[intervenes].

MR ANGELO AGRIZZI: Right, we discussed ...[intervenes].

CHAIRPERSON: How it came about.

MR ANGELO AGRIZZI: We discussed what had happened as we would normally after his meeting with the ladies, as he put. So the ladies he referred to was Snake and Jay.

CHAIRPERSON: That is Ms Jiba and Ms ...[intervenes].

MR ANGELO AGRIZZI: Lepinka.

CHAIRPERSON: Yes.

MR ANGELO AGRIZZI: Okay.

CHAIRPERSON: Yes.

MR ANGELO AGRIZZI: We never, just so you know Chair we never ever used their names in these ...[intervenes].

10 **CHAIRPERSON**: Ja. You just used the ...[intervenes].

MR ANGELO AGRIZZI: Code name.

CHAIRPERSON: Code names.

MR ANGELO AGRIZZI: But for this purpose I will use their full names.

CHAIRPERSON: Yes, okay.

MR ANGELO AGRIZZI: So we spoke about, he said we have got a challenge the legality of the SIU Report. Two bases that is Mti writing this down. He has given me instructions

CHAIRPERSON: Ja.

MR ANGELO AGRIZZI: To take to the attorneys.

20 **CHAIRPERSON**: Ja.

MR ANGELO AGRIZZI: And to give them a guideline on drafting a letter.

CHAIRPERSON: Material to challenge?

MR ANGELO AGRIZZI: Correct.

CHAIRPERSON: Yes.

MR ANGELO AGRIZZI: The first thing that was mentioned was that the legality of the

SIU Report in its entirety must be challenged and that is because according to the evidence which is contained in the report the way that they obtained subpoenas. The way that they obtained evidence was tainted and I recall them using the term “fruit of a poisoned tree”. So if there was fruit of a poisoned tree you could never regain that specific type of evidence. That is what was explained to me.

CHAIRPERSON: By Mr Mti?

MR ANGELO AGRIZZI: By Mr Mti, yes.

CHAIRPERSON: Yes.

MR ANGELO AGRIZZI: So it was made ...[intervenes].

10 **ADV PAUL PRETORIUS SC:** Can we pause there? I am sorry to interrupt you.

MR ANGELO AGRIZZI: Yes.

ADV PAUL PRETORIUS SC: But you are having this discussion with Mr Mti. The context of the discussion as a potential challenge to the investigation that was conducted by the SIU?

MR ANGELO AGRIZZI: That is correct Chair.

ADV PAUL PRETORIUS SC: We know from the documentation that you received from the, from Mr N P, from the NPA via Mr Mti that indeed there were a number of opinions and comment, there was commentary regarding the legality of the SIU investigation?

MR ANGELO AGRIZZI: That is correct.

20 **ADV PAUL PRETORIUS SC:** Just to put it in its context.

MR ANGELO AGRIZZI: Correct.

ADV PAUL PRETORIUS SC: I am sorry I interrupted you. I will not again.

MR ANGELO AGRIZZI: Not a problem Chair.

ADV PAUL PRETORIUS SC: [Indistinct].

MR ANGELO AGRIZZI: So this was an instruction document like a blue print manual

to go back to the attorneys so that the attorneys could actually draft a letter requesting this information, requesting that the case be closed down and not be prosecute, because based on the fact that they had broken the, the investigation stymied it, because they had gotten fruit from a poisoned tree. That is why he mentioned it.

CHAIRPERSON: [Intervenes].

MR ANGELO AGRIZZI: The other thing is that Brian Biebuyck, sorry the attorney was to write that the fundamental rights have been encouraged upon of the individuals. The next point was timelines. That the timelines for this ...[intervenes].

CHAIRPERSON: Okay. You know maybe, maybe it would, it would have been better if
10 you first read what is written here. Then you can ...[intervenes].

MR ANGELO AGRIZZI: Okay. I will do that.

CHAIRPERSON: Explain if you are able to each one what is related to ...[intervenes].

MR ANGELO AGRIZZI: That makes ...[intervenes].

CHAIRPERSON: Those items.

MR ANGELO AGRIZZI: That makes sense to me.

CHAIRPERSON: Ja.

MR ANGELO AGRIZZI: As well.

CHAIRPERSON: There is the legality of the SIU Report. You have dealt with that. I
think that.

20 **MR ANGELO AGRIZZI:** Yes.

CHAIRPERSON: One could understand. The second one is evidence as is contained in the report and how it may, it was obtained or it may obtained. You said you were told by Mr Mti that there was a reference to fruit of the poisoned tree.

MR ANGELO AGRIZZI: Correct.

CHAIRPERSON: And then there is legality. You want to ...[intervenes].

ADV PAUL PRETORIUS SC: Sorry.

CHAIRPERSON: Huh-uh, Mr Pretorius.

ADV PAUL PRETORIUS SC: We may take it even more slowly Chair if you do not mind.

CHAIRPERSON: Ja, okay.

ADV PAUL PRETORIUS SC: The second paragraph, evidence as contained in the report and how it was obtained. You mentioned both fruit of the poisoned tree that concept?

MR ANGELO AGRIZZI: Correct.

10 **ADV PAUL PRETORIUS SC:** And you also mentioned the authorisation for the steps taken by the investigators?

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: Sorry Chair.

CHAIRPERSON: No that is find. Before you proceed you did say earlier on that this term fruit of a poisoned tree if I understood correctly was something you did not know. Is that right?

MR ANGELO AGRIZZI: Well I learnt about.

CHAIRPERSON: Oh you knew, hm?

MR ANGELO AGRIZZI: I learnt about it through this whole process.

20 **CHAIRPERSON:** Oh you, by this time you knew the term?

MR ANGELO AGRIZZI: Yes.

CHAIRPERSON: Oh, through these discussions?

MR ANGELO AGRIZZI: Correct.

CHAIRPERSON: Oh, okay alright. Okay. Then the legality item then you can take the items one by one.

MR ANGELO AGRIZZI: Okay. Legality was with regards to fruit of poisoned tree and also the process followed by the SIU to get the information and also the, the fact that the SIU Report before it was made public should have gone to the President which never happened and there was an issue with regards to that they wanted us to highlight. The ...[intervenes].

CHAIRPERSON: Ja.

MR ANGELO AGRIZZI: The most important one was the fundamental rights had been encroached upon.

CHAIRPERSON: Yes.

10 **MR ANGELO AGRIZZI**: Of the company and the individuals in the company. That was a big argument that the attorneys had to use.

CHAIRPERSON: Ja.

MR ANGELO AGRIZZI: Then it was the timelines and the period of time that had lapsed from the initial investigation right to the prosecution.

CHAIRPERSON: Okay.

MR ANGELO AGRIZZI: That was to be raised.

CHAIRPERSON: Hm.

MR ANGELO AGRIZZI: The other thing to be raised was that the legal basis for the ongoing persecution, as he called it, and harassment. So they were going to play that
20 angle as well to say basically, you know, games are being played and ...[intervenes].

CHAIRPERSON: Hm.

MR ANGELO AGRIZZI: This thing is being delayed and it has put a lot of pressure on people.

CHAIRPERSON: Hm.

MR ANGELO AGRIZZI: Then the relief sought, so in other words what, what the

intention there was, was to say alright fine we are going to put it onto the NPA that they have messed up. Now how are we going to resolve this issue going forward? So they; that was the argument that was put forward and then the approach and the unethical conduct of the process was to be used as an argument as well in terms of pushing for the relief.

CHAIRPERSON: Okay.

MR ANGELO AGRIZZI: That was sought.

CHAIRPERSON: And who, whose handwriting is this on this page?

MR ANGELO AGRIZZI: Chair all this handwriting is Richmond Mti.

10 **CHAIRPERSON:** Richard Mti?

MR ANGELO AGRIZZI: Correct.

CHAIRPERSON: Did he write in your presence or when you arrived he had already written the notes?

MR ANGELO AGRIZZI: No, he wrote it in my presence. The reason ...[intervenes].

CHAIRPERSON: Yes.

MR ANGELO AGRIZZI: The reason being Chair I did not have my book and my pen with me.

CHAIRPERSON: Yes.

MR ANGELO AGRIZZI: Otherwise I would have written it down.

20 **CHAIRPERSON:** Okay.

MR ANGELO AGRIZZI: But he was sitting in his office at his desk and he decided to write it down.

CHAIRPERSON: Ja. Okay.

ADV PAUL PRETORIUS SC: Is this the actual original document or did you have, it cannot be, but did you have the original document in your possession?

MR ANGELO AGRIZZI: The original possession is in a box with all the other original documents with the investigators.

ADV PAUL PRETORIUS SC: So the original document that we are dealing with here this is obviously a colour copy is in possession of the investigators?

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: This ...[intervenes].

MR ANGELO AGRIZZI: Do you ...[intervenes].?

ADV PAUL PRETORIUS SC: These pieces of advice do you know where they originated?

10 **MR ANGELO AGRIZZI:** Well this is post his meeting. He told me were coming back from post his meeting with these ladies Nomgcobo Jiba and Jackie Lepinka.

ADV PAUL PRETORIUS SC: Okay.

CHAIRPERSON: So he said he, he came with his suggestions from a meeting he had had that is Mr Mti with Ms Jiba and Ms Lepinka. Is that what he told you?

MR ANGELO AGRIZZI: That is correct.

CHAIRPERSON: Okay.

MR ANGELO AGRIZZI: As a matter of fact Chair for clarity purposes I was at one of the operations and he phoned me and said I must come and see him, because he does not like talking over the phone.

20 **CHAIRPERSON:** That is Mr Mti?

MR ANGELO AGRIZZI: That is correct.

CHAIRPERSON: Ja.

MR ANGELO AGRIZZI: And at that stage I think Watson was in Port Elizabeth. He could not make it up here. So I went quickly to see him and to find out this, because he wanted a letter drafted urgently.

CHAIRPERSON: A letter being drafted by Bosasa ...[intervenes].

MR ANGELO AGRIZZI: Attorneys.

CHAIRPERSON: Attorneys and he wanted you, he wanted to tell you that there is a letter that should be written by your attorneys that is Bosasa and it should be written urgently?

MR ANGELO AGRIZZI: And this should cover these aspects here.

CHAIRPERSON: Oh, oh. That is now, now when you went to him on that occasion when Mr Watson was away in Port Elizabeth I think you said.

MR ANGELO AGRIZZI: Correct.

10 **CHAIRPERSON:** Ja. Is this the occasion or you are now telling us about another occasion?

MR ANGELO AGRIZZI: No there is another occasion. There are ...[intervenes].

CHAIRPERSON: Oh, it is another occasion.

MR ANGELO AGRIZZI: There must be about 30/40 occasions that I went there.

CHAIRPERSON: Okay, okay, okay. No, thank you.

ADV PAUL PRETORIUS SC: Of course Mr Agrizzi we should not lose sight of the perhaps obvious fact that when Bosasa contemplated steps to quash the investigation and contemplates prosecution it was acting not only in its own interests, but also in the interest of Mr Mti.

20 **MR ANGELO AGRIZZI:** And Gillingham, yes.

ADV PAUL PRETORIUS SC: And Gillingham.

MR ANGELO AGRIZZI: That is correct.

CHAIRPERSON: Do you, do you know, did you know whether Mr Mti was legally qualified?

MR ANGELO AGRIZZI: No, I have got is CV.

CHAIRPERSON: Oh.

MR ANGELO AGRIZZI: But I will check.

CHAIRPERSON: Oh that that, that.

MR ANGELO AGRIZZI: No, he is very well educated, but ...[intervenes].

CHAIRPERSON: Yes. Okay. No that is fine.

ADV PAUL PRETORIUS SC: Page 559 is Annexure Q17?

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: Again it has what appears to be notes on a stick note placed on the document, but because that may well be the investigator's note we
10 ignore that for the moment?

MR ANGELO AGRIZZI: Correct.

ADV PAUL PRETORIUS SC: Would you tell the Chair please about this document?

MR ANGELO AGRIZZI: This document was actually written by myself whilst I was on the phone to him.

ADV PAUL PRETORIUS SC: To who?

MR ANGELO AGRIZZI: To Mr Richmond Mti. So a document was drafted by the attorneys and it is titled reasons for the state to provide and *nolle prosequi* on the Bosasa matter which I then sent through to him. Well I took it through. I did not send it through. I actually physically took it through to him.

20 **ADV PAUL PRETORIUS SC:** Just pause there.

MR ANGELO AGRIZZI: Yes.

ADV PAUL PRETORIUS SC: Pursuant to the meeting with Mti recorded on page 557.

MR ANGELO AGRIZZI: Yes.

ADV PAUL PRETORIUS SC: You took that information.

MR ANGELO AGRIZZI: Correct, to the attorneys.

ADV PAUL PRETORIUS SC: To the attorneys.

MR ANGELO AGRIZZI: Yes.

ADV PAUL PRETORIUS SC: A document was drafted?

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: You forwarded that document or you took that document to Mr Mti?

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: This conversation which you have recorded here on page 559 took place after that?

10 **MR ANGELO AGRIZZI:** Correct.

ADV PAUL PRETORIUS SC: Okay. Go on please.

MR ANGELO AGRIZZI: So these were the notes once I had given him the document that had been drafted by the attorneys. These are the notes ...[intervenes].

CHAIRPERSON: I am.

MR ANGELO AGRIZZI: Which I ...[intervenes].

CHAIRPERSON: I am sorry. I am still trying to.

MR ANGELO AGRIZZI: Sorry.

CHAIRPERSON: See whether we are done with the other one. You took a letter drafted by Bosasa's attorneys to Mr Mti?

20 **MR ANGELO AGRIZZI:** That is correct.

CHAIRPERSON: For what purpose?

MR ANGELO AGRIZZI: So that he could read it before we sent it to the NPA.

CHAIRPERSON: Oh so, so that he could read it and see whether it accorded with the notes that he had given you.

MR ANGELO AGRIZZI: Hm.

CHAIRPERSON: Or the tips?

MR ANGELO AGRIZZI: correct.

CHAIRPERSON: Ja.

MR ANGELO AGRIZZI: As well as to be able to take it and go and check it with his source in the NPA.

CHAIRPERSON: Oh. Oh, so he was going to take it back to the people at the NPA who had given him the suggestion of what should happen?

MR ANGELO AGRIZZI: Correct.

CHAIRPERSON: And they would need to satisfy themselves if it reflected what they
10 had told him?

MR ANGELO AGRIZZI: That is correct.

CHAIRPERSON: And then bring it back to him and then he would bring it back to Bosasa?

MR ANGELO AGRIZZI: Correct.

CHAIRPERSON: And then it would go back to the attorneys to then send it off?

MR ANGELO AGRIZZI: That is correct Chair.

CHAIRPERSON: Okay, alright. Now I understand.

MR ANGELO AGRIZZI: Okay.

CHAIRPERSON: Okay. Mr Pretorius.

20 **ADV PAUL PRETORIUS SC:** Yes please proceed to explain to the Chair the contents of this note. May I just check? Was this note made at the same time that the conversation was taking place?

MR ANGELO AGRIZZI: This note was made after the conversation had taken place. So this note ...[intervenes].

ADV PAUL PRETORIUS SC: How long after?

MR ANGELO AGRIZZI: About a day.

ADV PAUL PRETORIUS SC: A day.

MR ANGELO AGRIZZI: He had to go and see the people at the NPA with the note and he would come back to me and tell me when I could reach him again.

ADV PAUL PRETORIUS SC: Right. I just want to establish it is technical. Do not concern yourself for the reason for my question Mr Agrizzi, but were the contents of the telephone conversation you held the day before you made this note still fresh in your mind?

MR ANGELO AGRIZZI: Extremely fresh.

10 **CHAIRPERSON**: This is the note at 559 that we are talking about

ADV PAUL PRETORIUS SC: Yes Chair and it is ...[intervenes].

CHAIRPERSON: Ja.

ADV PAUL PRETORIUS SC: A contemporaneous note for whatever purpose.

CHAIRPERSON: Ja, okay.

ADV PAUL PRETORIUS SC: Okay, right. Please tell the Chair the contents of the note. What this note represents?

MR ANGELO AGRIZZI: So if I can just quickly go back in the previous one I think it was 557 is a note that is given to me by Richmond Mti. I take that note and I go and explain it to the attorneys. They draft me a letter. Reasons to, not to prosecute

20 Bosasa.

CHAIRPERSON: Yes.

MR ANGELO AGRIZZI: Why a *nolle prosequi* should be issued.

CHAIRPERSON: Yes.

MR ANGELO AGRIZZI: I take the note back to him. I go through it with him. I leave it with him, because he is then going to see the ladies, Jiba and Jackie.

CHAIRPERSON: Ja.

MR ANGELO AGRIZZI: I leave it with him. I then phone him that evening and he says to me look I must come around the following morning. So this note here emanates from the discussions that following morning.

CHAIRPERSON: Okay.

MR ANGELO AGRIZZI: So the following morning at 7 o' clock I was at his house and we went through what he had written. I had, I took a piece of paper from his photostat machine.

CHAIRPERSON: Hm.

10 **MR ANGELO AGRIZZI:** And I started writing down notes.

CHAIRPERSON: Yes.

MR ANGELO AGRIZZI: And he was ...[intervenes].

ADV PAUL PRETORIUS SC: Right, before you go on then I have been under misapprehension and I have perhaps because of that misapprehension.

MR ANGELO AGRIZZI: Okay.

ADV PAUL PRETORIUS SC: Misled the Chair. This is not a note of the telephone conversation?

MR ANGELO AGRIZZI: No. This is ...[intervenes].

ADV PAUL PRETORIUS SC: I thought it was.

20 **MR ANGELO AGRIZZI:** No.

ADV PAUL PRETORIUS SC: So it is irrelevant whether the contents of the telephone conversation was still fresh in your mind when you made this note?

MR ANGELO AGRIZZI: [Intervenes].

ADV PAUL PRETORIUS SC: This is a note of a conversation that took place directly between yourself and Mr Mti?

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: Thank you.

MR ANGELO AGRIZZI: Normally I would write on blue paper, because I use a standard book.

CHAIRPERSON: Yes.

MR ANGELO AGRIZZI: I did not have the book with me. I sat with him. He had phoned me and that is maybe where the confusion comes in.

CHAIRPERSON: Yes.

MR ANGELO AGRIZZI: He said we cannot discuss it over the phone. I must see him
10 the next morning.

CHAIRPERSON: Yes.

MR ANGELO AGRIZZI: I was there the next morning. We then sat across the table. He issued me with a piece of paper so I could write things down. I then wrote down everything, because he was not and apparently they were not happy with the letter that was drafted.

CHAIRPERSON: Oh, okay.

MR ANGELO AGRIZZI: So he had comments on the letter which he did not give me.

CHAIRPERSON: Hm.

MR ANGELO AGRIZZI: He gave me the; he read out to me what needs to be added
20 in.

CHAIRPERSON: Ja, okay.

MR ANGELO AGRIZZI: So what needed to be added in is the fact that points one to five were critical.

CHAIRPERSON: Can you just read them?

MR ANGELO AGRIZZI: Yes. We had to draft representation to the NPA, but

specifically to Jiba.

CHAIRPERSON: What is that SNS or it looks like SNS to draft?

MR ANGELO AGRIZZI: I cannot recall what SNS was. I think it was one of the advocates we were using perhaps.

CHAIRPERSON: Oh, okay.

MR ANGELO AGRIZZI: I cannot, I cannot remember who it was.

CHAIRPERSON: Okay, okay. You had, ja. Basically Bosasa were to draft, was to draft representations to the NPA that is to Jiba.

MR ANGELO AGRIZZI: Must be addressed to Jiba we were told.

10 **CHAIRPERSON:** Yes.

MR ANGELO AGRIZZI: The second one is we need to challenge the SIU Report legalities.

CHAIRPERSON: And the, oh the SIU Report, ja okay.

MR ANGELO AGRIZZI: Okay. The third point was, because we now had to change this whole letter.

ADV PAUL PRETORIUS SC:

CHAIRPERSON: Ja.

MR ANGELO AGRIZZI: How do we deal with the allegations made by the sources and what is the source of the allegation.

20 **CHAIRPERSON:** Ja.

MR ANGELO AGRIZZI: The argument there was that in terms of the criminal case that was opened up there was no complainant's statement by who was then the Acting Commissioner Jenny Schreiner.

CHAIRPERSON: Ja.

MR ANGELO AGRIZZI: Alright. The third, the fourth thing was the, something to do

with the Public Service Commission. I cannot recall now. The Auditor-General and a problem, because the SIU went to Parliament, Willie Hofmeyr went to Parliament and did not follow the process of first reporting it to the President as it, as it is in the SIU Code of Conduct or something. The fifth thing was we had to make a big song and dance about the impact on families, lost business and that it was a political issue.

CHAIRPERSON: Huh-uh.

MR ANGELO AGRIZZI: Then we had to, the smaller points there which are not the main points are what we needed to talk around in the letter to allude to it that there has been a persecution by the media. That there has been lost business opportunities.
10 That there was not fairness because of the length of the process. That we had lost out on international opportunities and that factually there were issues with regards to allegations and then also we had to talk about the quality of service, the savings we had generated as well if there was anything illegal why is it that the contracts would be re-awarded to Bosasa time and time again.

CHAIRPERSON: Hm.

MR ANGELO AGRIZZI: They wanted me to make mention of the Watson family and the history and then why is Government fighting the fight of losing bidders and that was regarding Royal Sechaba and Prilla.

CHAIRPERSON: Thank you.

20 **MR ANGELO AGRIZZI:** Okay.

ADV PAUL PRETORIUS SC: The source of this advice to Bosasa in your mind and according to your knowledge and according to ...[intervenes].

MR ANGELO AGRIZZI: Well I was told, I was told categorically that this emanates, this advice emanates from the meeting that he had had with Jiba and after he had shown her the letter that we had produced from the attorneys.

ADV PAUL PRETORIUS SC: Jiba and anyone else?

MR ANGELO AGRIZZI: At that stage he told me it was Jiba.

ADV PAUL PRETORIUS SC: You can return to your statement please in the bundle S1.

CHAIRPERSON: Do, do you know where they used to meet? Did he ever tell you?

MR ANGELO AGRIZZI: Yes, Chair. Opposite Savannah Hills there is a shopping centre there. That is where they met recently and prior to that they used to meet at Illovo. I think it was the Thrupps Centre. Somewhere convenient. Those are the only two places I know of.

10 **CHAIRPERSON:** You are talk about recently. You mean recently then not recently now?

MR ANGELO AGRIZZI: Well I am talking recently in 2016.

CHAIRPERSON: Ja, okay.

ADV PAUL PRETORIUS SC: At the time these discussions were being held what was the status of the payments to which you referred earlier in your evidence to Ms Jiba, Lepinka and others?

MR ANGELO AGRIZZI: The status would be that they would still be paid.

ADV PAUL PRETORIUS SC: Right.

CHAIRPERSON: So the payments, monthly payments continued?

20 **MR ANGELO AGRIZZI:** Most definitely.

CHAIRPERSON: Hm, thank you.

ADV PAUL PRETORIUS SC: What happened on 8 May 2015?

MR ANGELO AGRIZZI: Sorry, where; sorry.

ADV PAUL PRETORIUS SC: Paragraph 35.9.

MR ANGELO AGRIZZI: Thank you.

ADV PAUL PRETORIUS SC: We are going paragraph by paragraph.

MR PAUL AGRIZZI: Well on the 8 May I think it was when Ms Jiba was suspended or they were compromised. In the media there was a big story about it and Gavin insisted that we go and see Richmond Mti at his house that morning. And it was quite an early morning so we drove – we drove through there and at the meeting Gavin Watson emphasised that both Mti and Jiba were compromised and that Bosasa was at risk. He made a proposal on how it should be handled and he was going to go and see the President soon so he made – he did a role play. He sat down Mti and he said to him “let me explain to you now what I am going to do and I will tell you how to handle it
10 going forward.” And his words to me – and his words were “we will tell the President what to do and how to sort these things out because it was getting a bit much.”

CHAIRPERSON: Who was he referring to when he said he was going to tell the President?

MR PAUL AGRIZZI: He was talking to Richmond Mti and he was referring to the ex President Zuma.

ADV PAUL PRETORIUS SC: So a conversation takes place between yourself, Mr Mti and Mr Watson?

MR PAUL AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: At this time the efforts of Bosasa with the assistance of
20 Mr Jiba appeared to be falling off the rails?

MR PAUL AGRIZZI: Correct.

ADV PAUL PRETORIUS SC: Coming off the rails.

MR PAUL AGRIZZI: Correct.

ADV PAUL PRETORIUS SC: And what is contemplated then by Mr Watson is a visit to President Zuma?

MR PAUL AGRIZZI: Well he had arranged the visit already so it was going to happen. He was just telling – he was just telling Richmond Mti what he was going to do at the visit.

ADV PAUL PRETORIUS SC: And during the conversation from what I understand Mr Watson conducted a role play. He showed both you and Mr Mti what he was going to say and how he would approach the President?

MR PAUL AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: Alright.

MR PAUL AGRIZZI: If I might just add he had that type of relationship with the
10 President where he could tell the President what to do. It was frequent.

CHAIRPERSON: Oh. Was what?

ADV PAUL PRETORIUS SC: Was this conversation – I am sorry.

CHAIRPERSON: I am sorry. Did he – did he used to have frequent interaction with the President as far as you know with the then President?

MR PAUL AGRIZZI: Yes. So he would visit the President quite regularly. I remember the very first visit to Nkandla he told me what a mess it was in terms of the building and that and that it should not have cost R250 million and then he went on about having breakfast with Lady 1, Lady 2, Lady 3, Lady 4 there. The President's wives. That he would have to have breakfast at every single lady.

20 **CHAIRPERSON**: Okay.

ADV PAUL PRETORIUS SC: Was this conversation recorded?

MR PAUL AGRIZZI: Which one? The ...

ADV PAUL PRETORIUS SC: This conversation that you telling the Chair.

MR PAUL AGRIZZI: Oh this conversation. Yes it was.

ADV PAUL PRETORIUS SC: Right well the Chair does not know that. Yes.

MR PAUL AGRIZZI: Oh sorry. Sorry Chair.

ADV PAUL PRETORIUS SC: Who recorded it?

MR PAUL AGRIZZI: I recorded it.

CHAIRPERSON: And where was it taking place at Mr Mti's house?

MR PAUL AGRIZZI: That is correct Chair.

CHAIRPERSON: Okay and the people present were yourself, Mr Watson and Mr Mti?

MR PAUL AGRIZZI: That is correct.

CHAIRPERSON: Okay. Was the occasion one of those regular meeting that you said – I do not know if you said monthly meetings that you?

10 **MR PAUL AGRIZZI**: No this was an extra special meeting because he had heard via someone else that there was a problem and that they were going to prosecute.

CHAIRPERSON: Oh okay.

ADV PAUL PRETORIUS SC: Did you keep a copy of the recording?

MR PAUL AGRIZZI: Yes.

ADV PAUL PRETORIUS SC: Or did you keep the recording?

MR ANGELO AGRIZZI: Yes I did and I handed it over the investigators.

ADV PAUL PRETORIUS SC: Alright. Chair the recording is Exhibit 3. The transcript of the recording is at page 562 of bundle S2.

CHAIRPERSON: Exhibit S3 is the recording?

20 **ADV PAUL PRETORIUS SC**: Yes.

CHAIRPERSON: Is the recording okay. And the transcript is?

ADV PAUL PRETORIUS SC: At page 562.

CHAIRPERSON: Okay.

ADV PAUL PRETORIUS SC: Of bundle S2. Yes the transcriber certificate appears at page 561.

CHAIRPERSON: I have got it.

ADV PAUL PRETORIUS SC: Yes Chair I am advised that I must correct the Exhibit number as it appears in the statement. It is Exhibit S4. Is that right? Sorry I am told it is.

CHAIRPERSON: Oh well I have got here.

ADV PAUL PRETORIUS SC: No sorry Chair it is Exhibit S5.

CHAIRPERSON: Oh then it is one that I do not think I have.

ADV PAUL PRETORIUS SC: Yes well it is going to be played now Chair.

CHAIRPERSON: Oh okay.

10 **ADV PAUL PRETORIUS SC:** Anyway that is just a numbering matter we can clear up.

CHAIRPERSON: Okay.

ADV PAUL PRETORIUS SC: But for the record the recording referred to in paragraph 35.9 on page 77 of bundle S1 is Exhibit S5. The transcript of the recording is Annexure R which appears at page 561 and following.

CHAIRPERSON: I have got the transcripts.

ADV PAUL PRETORIUS SC: Thank you. May we play the recording?

CHAIRPERSON: Ja.

ADV PAUL PRETORIUS SC: I am sorry I omitted to place on record so that we can follow the transcript more accurately. Person 1 who is that?

20 **MR ANGELO AGRIZZI:** The person speaking now?

ADV PAUL PRETORIUS SC: Yes.

MR PAUL AGRIZZI: Sorry that is Gavin Watson.

ADV PAUL PRETORIUS SC: Right Person 1 is Gavin Watson. Do you know who Person 2 is?

MR PAUL AGRIZZI: Richmond Mti.

ADV PAUL PRETORIUS SC: And Person 3?

MR PAUL AGRIZZI: Is myself.

ADV PAUL PRETORIUS SC: Thank you. Sorry to interrupt you.

CHAIRPERSON: Thank you. [listening to audio].

ADV PAUL PRETORIUS SC: Okay before we go on Chair it is apparent that there are a number of errors on the transcript.

CHAIRPERSON: Ja well.

ADV PAUL PRETORIUS SC: Yes particular in relation to some of the words and as to who is speaking. So we need to corrected transcript.

10 **CHAIRPERSON:** Ja but also I must just say and it maybe it is just me I could not hear most of what was being said.

ADV PAUL PRETORIUS SC: Yes well I heard a little more I think that what was transcribed.

CHAIRPERSON: I think – I think when – I think when I heard a voice that seems to be – seems to have been Mr Agrizzi's voice maybe it was not. There seems to have been his that I could hear the words more clearer. There was a voice that I could hear clearer compared to others but the other two I could not hear most of the time. Probably maybe if I – if one were to listen to it not in a big hall like this maybe one could hear. Ja.

20 **ADV PAUL PRETORIUS SC:** Well that is why we have asked a transcriber to prepare the transcript but unfortunately the transcript is not.

CHAIRPERSON: Yes. Ja I saw the transcript there are lots of...

ADV PAUL PRETORIUS SC: It is not accurate in all respects.

CHAIRPERSON: Ja.

ADV PAUL PRETORIUS SC: So we will correct that.

CHAIRPERSON: Yes okay.

ADV PAUL PRETORIUS SC: But in the meanwhile if I may because I am not sure all of it is relevant to this matter but let me ask ...[intervenes].

CHAIRPERSON: Ja well maybe the witness can give us the gist of what was being said insofar as it is relevant to.

ADV PAUL PRETORIUS SC: Just let me ask the witness if I may? There are two topics that appear to be the subject matter of the discussion on this recording.

MR PAUL AGRIZZI: Correct.

ADV PAUL PRETORIUS SC: The one is the contemplated prosecution of Bosasa?

10 **MR PAUL AGRIZZI**: That is correct.

ADV PAUL PRETORIUS SC: And the involvement of various parties in that?

MR PAUL AGRIZZI: That is correct Chair.

ADV PAUL PRETORIUS SC: And you say in that respect Mr Watson was intending to make representations to President Zuma and was in a way rehearsing or role playing what he would say?

MR PAUL AGRIZZI: And that is correct and such representations were made.

ADV PAUL PRETORIUS SC: Alright we will get there. The second topic here appears to be the South African Revenue Services and the so called Rogue Unit?

MR PAUL AGRIZZI: That is correct.

20 **ADV PAUL PRETORIUS SC**: What relevance – does that have any relevance to this inquiry?

MR PAUL AGRIZZI: In terms of this inquiry I do not think we need to go there.

ADV PAUL PRETORIUS SC: So all that is relevant for present purposes is the transcript up to page 553, is that correct?

MR PAUL AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: Because when they talking about Smit that is another matter?

MR PAUL AGRIZZI: Correct.

ADV PAUL PRETORIUS SC: Alright.

CHAIRPERSON: Was one of the voices yours?

MR PAUL AGRIZZI: Very seldom.

CHAIRPERSON: Ja okay but very distinct, is that right?

MR PAUL AGRIZZI: Very distinct.

CHAIRPERSON: Ja thank you.

10 **ADV PAUL PRETORIUS SC:** What was being said here? Let us take it step by step. Person 1 is Mr Watson?

MR PAUL AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: He says Jiba would try and close down twice but Dramat did not want to give the docket over to close it down?

MR PAUL AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: What – what is the reference there? What is being said?

MR PAUL AGRIZZI: Well Jiba basically wanted to get the docket and Anwar Dramat would not release the docket because she wanted to close it up. That is what was told to us.

20 **ADV PAUL PRETORIUS SC:** And then the next sentence?

MR PAUL AGRIZZI: Well are we – sorry I just want to double check are we on page 562?

ADV PAUL PRETORIUS SC: Yes.

MR PAUL AGRIZZI: Okay the next sentence is then he talks and he says well then Jiba took De Kock off the case. Now you must remember that he would have got his

information from another source as well. So somebody else has informed him on exactly where the process is at.

CHAIRPERSON: Other than Mti this time?

MR PAUL AGRIZZI: Correct. Other than Mti and other than Jiba.

CHAIRPERSON: Yes.

MR PAUL AGRIZZI: So he has got other information which he has got. He says then Jiba would – he explained that Jiba had tried to take De Kock off.

ADV PAUL PRETORIUS SC: Now that De Kock is that the same person that we have spoken about earlier?

10 **MR PAUL AGRIZZI:** That is the same De Kock. That is why I said earlier that we need to be very wary because.

ADV PAUL PRETORIUS SC: I know it is late in the day – sorry we must not speak together.

MR PAUL AGRIZZI: Not a problem. But then De Kock came back on. So he is referring to the 2012 matter where De Kock goes off the case and she comes back on. Smuggled back onto this case he says. So he – he has this conspiracy theory that Glynnis Breytenbach wanted De Kock on the case because she could control De Kock and De Kock could basically prosecute successfully Bosasa.

ADV PAUL PRETORIUS SC: Before you go on you have referred to documents which
20 indicate that De Kock was indeed told to stay off the case and that it is apparent she was later involved in the case?

MR PAUL AGRIZZI: That is – that is correct.

ADV PAUL PRETORIUS SC: Right. Carry on please.

MR PAUL AGRIZZI: So he says now the transcript is wrong here it says now I do not want to implicate Willie because Breytenbach and Willie still talk well Mr President. So

what he was saying was that Willie Hofmeyr and Breytenbach still have a relationship. But he does not want to implicate Willie Hofmeyr in this whole thing. It is a fact okay I want to say that. Okay.

CHAIRPERSON: Oh now – now you have just mentioned that he says.

MR PAUL AGRIZZI: Yes.

CHAIRPERSON: Now the – it says they implicate but you say that is wrong. He said they do not want to implicate Willie because Breytenbach and Willie and still talk as well Mr President. Now this reference to Mr President in the transcript here – he says that as if he is speaking the President because he was role playing?

10 **MR PAUL AGRIZZI**: That is correct.

CHAIRPERSON: He was showing – he was acting like he was talking to the President already?

MR PAUL AGRIZZI: As a matter of fact I think this was two or three days before the meeting.

CHAIRPERSON: Okay, alright.

MR PAUL AGRIZZI: Alright and it was before the visit to Bosasa I think by the President.

CHAIRPERSON: Okay.

20 **MR PAUL AGRIZZI**: But Chair what he then says is – where it says “now they implicate” that actually is I do not want to implicate Willie because Breytenbach and Willie still talk.

CHAIRPERSON: Oh so that they is actually I do not want to implicate, it is not they?

MR PAUL AGRIZZI: That is correct.

CHAIRPERSON: Okay thank you.

MR PAUL AGRIZZI: It is a fact. Okay. So he then carries on and he says “you know I

know that Willie is sitting on the fence and I know that he has done things for you Mr President” and he is specifically saying that to everybody, myself and Richmond Mti there. He says “whatever – wherever he goes I can talk to you about this.” So the role play that took place was to say “Mr President you have got a problem. You have not got much time left. You need to sort this problem out. You need to get Jiba on board or you need to get Mtemza on board or you need to get some lady from KZN on board.

ADV PAUL PRETORIUS SC: Okay before you go on the word “Ntlameza” there is that a correct transcript of the word actually used? You mentioned Ntlameza now?

MR PAUL AGRIZZI: No Umthlameza.

10 **ADV PAUL PRETORIUS SC:** Not Ntlamanza?

MR PAUL AGRIZZI: No. I do not know what Hlamanza is. No it is – here on the recording you heard the words Ntlamenaa. So I have got people at Ntlemeza.

CHAIRPERSON: So we should correct where the transcript says Tramaza we should change that to Ntlemeza?

MR PAUL AGRIZZI: Well I – Chair to be franc with you I think what we should do is get a transcript done, a rescript done. Because...

ADV PAUL PRETORIUS SC: No but for the moment.

MR PAUL AGRIZZI: I am not registered as a transcriber.

ADV PAUL PRETORIUS SC: No, no, no.

20 **CHAIRPERSON:** Or in terms of your own recollection of what was said at the meeting.

MR PAUL AGRIZZI: Yes.

CHAIRPERSON: What is the name you remember?

MR PAUL AGRIZZI: Ntlameza.

CHAIRPERSON: Okay alright.

MR PAUL AGRIZZI: And he refers to that because he does have people well all over

CHAIRPERSON: *Ja, ja continue.*

[Listening to audio]

MR ANGELO AGRIZZI: Sorry, Chair, is there anything I need to explain?

CHAIRPERSON: I think I could hear, I could hear, yes, continue.

[Listening to audio]

CHAIRPERSON: Just hold it there. So Mr Agrizzi the person asking the question whether Ms Jiba has got a letter of appointment that she will be acting again is that Mr Watson asking?

MR ANGELO AGRIZZI: That is correct, Chair.

10 **CHAIRPERSON:** But he is pretending that he is asking the President on this conversation that he was going to have with the President?

MR ANGELO AGRIZZI: Chair, at that stage he was asking Richmond Mti if Mti knew if Jiba got a letter of appointment.

CHAIRPERSON: Oh, okay, okay, thank you. You may proceed.

[Listening to audio]

ADV PAUL PRETORIUS SC: So we do not have to go on. We do not have to go on any further, because the topic of conversation apparently changes now.

MR ANGELO AGRIZZI: Yes.

CHAIRPERSON: Okay, thank you.

20 **ADV PAUL PRETORIUS SC:** The last portion there you are person three and you say to Gavin Watson:

"Have you explained to him what you caucused and arranged to move out to move those investigators and that Gavin?"

What were you saying to Gavin? Have you explained to whom?

MR ANGELO AGRIZZI: What I was asking Gavin to explain to Richmond Mti was how

he had arranged with various other people in I do not know who, he would not reveal to me who he was dealing with in the HAWKS and in the legislature and wherever he was dealing with people. He had arranged to move people around in government.

ADV PAUL PRETORIUS SC: Alright, because from the context it appeared to at least to us here that you might be saying to Gavin Watson "have you explained to the President in your role play what you caucused and arranged to move those investigators out Gavin", am I right?

MR ANGELO AGRIZZI: No, I was asking him to explain to Richmond Mti what he had done by moving people around.

10 **CHAIRPERSON:** Hang on I want to hear more about that. You were asking Mr Watson to explain to Mr Mti what he had done, who was the he? Mr Watson, moving people around?

MR ANGELO AGRIZZI: Correct.

CHAIRPERSON: Okay. Is that the Bosasa people?

MR ANGELO AGRIZZI: No, Chair, those are people in the HAWKS and in senior government positions.

CHAIRPERSON: Yes, but he was not in government, how could he move them around? Say he had the power to get them moved?

MR ANGELO AGRIZZI: Chair,...[intervenes]

20 **CHAIRPERSON:** Well I want you to explain exactly what is in your mind. I do not want to...[intervenes]

MR ANGELO AGRIZZI: Chair, I said the other morning here...[intervenes]

CHAIRPERSON: I do not want to...[intervenes]

MR ANGELO AGRIZZI: That even the poor Pope could get corrupted.

CHAIRPERSON: I do not want to – I want you to tell me exactly what you heard, what

you knew about this moving of people?

MR ANGELO AGRIZZI: Well he had people moved around government. I mean when Vernie Petersen was moved by Sibeko, Siapela arranged that.

CHAIRPERSON: Yes, remember that you have not told me about that. I am hearing about that for the first time.

MR ANGELO AGRIZZI: Yes, but there are many instances where people were moved around.

CHAIRPERSON: But I do not know that. So you have got to tell me. You talk about him moving people around.

10 **MR ANGELO AGRIZZI:** Correct.

CHAIRPERSON: So...[intervenes]

MR ANGELO AGRIZZI: All I was told, Chair, is that he had moved people around, he had to make sure that Smith and the investigators that were on the case were taken off the case. How he did that, who he spoke to I do not know.

CHAIRPERSON: Okay, but that is what he told you?

MR ANGELO AGRIZZI: Chair, I am here telling you the truth.

CHAIRPERSON: Ja.

MR ANGELO AGRIZZI: I have exposed everything that I know. I have exposed myself to South Africa. I am not about to tell you a lie.

20 **CHAIRPERSON:** Ja.

MR ANGELO AGRIZZI: I cannot tell you who he used to move people around.

CHAIRPERSON: Yes.

MR ANGELO AGRIZZI: But I do know that he is influential and he had people moved around and that is what he was telling Mti at that stage.

CHAIRPERSON: Yes, yes.

ADV PAUL PRETORIUS SC: Well...[intervenes]

CHAIRPERSON: Obviously those would be people that he thought who were not cooperating or were problematic for Bosasa?

MR ANGELO AGRIZZI: That is correct.

CHAIRPERSON: Okay, alright.

ADV PAUL PRETORIUS SC: Well let us just pause there a minute, because I am not sure what you are saying now is consistent with what you said on the transcript Mr Agrizzi. Two thirds of the way down page 563 against the words person three, that is yourself?

10 **MR ANGELO AGRIZZI:** Correct.

ADV PAUL PRETORIUS SC: It reads:

"Have you explained to him what you caucused and arranged
to move those investigators and that Gavin?"

So you are talking to Gavin?

MR ANGELO AGRIZZI: Yes.

ADV PAUL PRETORIUS SC: So the you is Gavin?

MR ANGELO AGRIZZI: Have you, yes.

ADV PAUL PRETORIUS SC: So have you explained to him who is the him?

MR ANGELO AGRIZZI: Him is Richmond Mti.

20 **ADV PAUL PRETORIUS SC:** Alright so this sentence then reads, as explained by you, have you explained to Mti what you caucused and arranged to move out those investigators and that Gavin? So the you is surely Gavin?

MR ANGELO AGRIZZI: Correct.

ADV PAUL PRETORIUS SC: So you are asking Gavin, "Gavin what have you caucused and arranged?" Is that not clear from that?

MR ANGELO AGRIZZI: I am asking Gavin "have you explained to Mti what you have caucused."

ADV PAUL PRETORIUS SC: So the person doing the caucusing in this sentence is Mr Watson not Mr Mti?

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: Okay. As foreshadowed, Chair, we will produce a new transcript.

CHAIRPERSON: Yes.

ADV PAUL PRETORIUS SC: Perhaps with another transcriber who dare I say can
10 hear better.

CHAIRPERSON: Ja.

ADV PAUL PRETORIUS SC: Let us go back please to your statement to page 77 paragraph 36. I am not sure we have to go into the generation of cash, once more you have given quite thorough evidence on that, but if there is anything in paragraph 36.1 that we have not dealt with we should put it on record now. Would you just briefly take an opportunity to read 36.1?

MR ANGELO AGRIZZI: Chair, there is one issue that I would just like to mention in 36.1. I believe Jumbo Liquors changed their name to Captain Liquor. I actually was informed yesterday evening by somebody who sent me a photograph and apparently
20 that specific one has become a Captain Liquor so if the go there to look for the place it will be Captain Liquor.

CHAIRPERSON: Yes.

MR ANGELO AGRIZZI: Just for clarity purposes.

CHAIRPERSON: Okay, okay.

MR ANGELO AGRIZZI: In terms of – I think we have covered the various mechanisms

you are right adv Pretorius to go through it again.

CHAIRPERSON: The only thing I – Mr Pretorius my recollection was that or I may be confusing different pages what is at 36.1 and following related to I thought it related to a change in the method of making payments, because – was it Gillingham had expressed concern about how the NPA people were being paid but I think that part seems to be at page 73. I may be misunderstanding. You might have a better recollection and whether it is necessary, whether we have covered this or not.

ADV PAUL PRETORIUS SC: Well, Chair, that question may come, but the method of generating cash and the involvement of service providers in order to generate cash has
10 generally been dealt with and I can ask subject to one question first that I do want to ask whether this scheme or these schemes existed both before 2009 and after.

CHAIRPERSON: Yes that is fine.

ADV PAUL PRETORIUS SC: That would clear that up entirely. In 36.1.4 you mentioned Kgwetlo events.

MR ANGELO AGRIZZI: Correct.

ADV PAUL PRETORIUS SC: I am not sure you have mentioned that concern before?

MR ANGELO AGRIZZI: Kgwetlo events was a hiring marquee, hiring company. Brown Gwebo actually owned Kgwetlo, used to work together with us. He was responsible for Gorano and then he passed on and it was decided through
20 Carlos Bonafacio and the accountants that they would continue using Kgwetlo events to filter cash through.

ADV PAUL PRETORIUS SC: Right, but that is a new concern?

MR ANGELO AGRIZZI: Correct.

ADV PAUL PRETORIUS SC: The scheme that you referred to here, or the schemes that you referred to here for the generation for cash are in the same terms as you gave

evidence concerning previously?

MR ANGELO AGRIZZI: Correct.

ADV PAUL PRETORIUS SC: Did this or did these arrangements exist both before and after 2009?

MR ANGELO AGRIZZI: They did.

ADV PAUL PRETORIUS SC: Alright. Then in paragraph 36.2 you talk of a Mr Andries van Tonder. Please tell the, Chair, of what you talk in paragraph 36.2?

MR ANGELO AGRIZZI: Well at this stage I started working very closely with Andries van Tonder who was the CFO of the group and he indicated to me, because at
10 first I knew there were cash, I did not know how they were getting it out, but he indicated to me that this had been the practice for quite some time and he also indicated to me that the cash was generated in the various, you know, that is how I got to know about it, he explained to me that the cash had been generated through various other sources of income and he gave me the load down on it.

ADV PAUL PRETORIUS SC: Yes, and again you talk in the same terms of arrangements about which you have already testified.

MR ANGELO AGRIZZI: Correct.

ADV PAUL PRETORIUS SC: You talk about for example the garage.

MR ANGELO AGRIZZI: Correct.

20 **ADV PAUL PRETORIUS SC**: In Belfast.

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: And you talk about dummy invoices created for companies, some of whom did not even exist?

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: Alright, okay, I am corrected, Chair, Kgwetlo, I am not

sure it was Kgwetlo events, but Kgwetlo indeed was in fact referred to before in paragraph 13.2, just to correct that on record.

CHAIRPERSON: Okay, alright.

MR ANGELO AGRIZZI: And then one question in relation to that conversation, the transcript that you have testified to the roleplay conversation.

MR ANGELO AGRIZZI: Yes.

ADV PAUL PRETORIUS SC: Do you remember more or less when that conversation took place?

MR ANGELO AGRIZZI: It is actually recorded on a date when they verified it. I think it was 2015 and I think it was just before the President visited Bosasa if I am not mistaken.

ADV PAUL PRETORIUS SC: The President visited Bosasa?

MR ANGELO AGRIZZI: That is correct, yes.

ADV PAUL PRETORIUS SC: Not Russia?

MR ANGELO AGRIZZI: Sorry?

ADV PAUL PRETORIUS SC: Never mind.

MR ANGELO AGRIZZI: No he visited Bosasa and then went to Russia.

ADV PAUL PRETORIUS SC: At that same time?

MR ANGELO AGRIZZI: Correct.

20 **ADV PAUL PRETORIUS SC:** Right. And I take it that it is reasonably obvious that the President referred to there was President Zuma?

MR ANGELO AGRIZZI: Oh, yes.

ADV PAUL PRETORIUS SC: At paragraph 37 you discussed the role of Mr Danny Mansell and his ultimate fate, would you tell the, Chair, about that please?

MR ANGELO AGRIZZI: Danny Mansell was a previous partner as you know of

Gavin Watson and in 2012 Danny was the link man between Mti, between Gillingham, to a degree Mti and Gavin. So he was the guy who would write up the specifications, send them to me, go and market and he was the one who first really got involved with the whole Correctional Services thing.

So during 2012 I think it was a report was given back to parliament on the Bosasa investigation by Willie Hofmeyr, I am not exactly sure of the date, Chair, but I remember we watched this movie playing out together with Willie Hofmeyr giving the report on rugby tickets and it was a big story and you know the next morning Danny Mansell I think appeared at my office who was extremely nervous, and I would
10 normally get to the office at about 04:30, 04:45 in the mornings and he arrived there at 05:00, which was a shock to me, because normally people only came at about 06:30 to attend the prayer meetings.

So he insisted that I call Mr Watson. He insisted, insisted, insisted. Eventually I phoned Mr Watson, but the interesting thing was that he felt that Watson had left all the blame onto him and I asked him why, and I said why are you worried? He said he wants to get out of the country and he wanted to leave like immediately. So eventually Gavin arrived that morning and instructed me and I think Andries van Tonder to put everything in place to...[intervenes]

CHAIRPERSON: So you called Mr Watson in accordance with Mr Mansell's request?

20 **MR ANGELO AGRIZZI:** Yes, I called him, he insisted I called him and Watson did not really want to deal with him, but he had to come to the office so he had to deal with him and he basically told me listen you just sort out everything you and Andries, fund the process, get him overseas, make him disappear. Not in the sense that disappear, you know, not the Italian sense, but just get out of our way.

So basically we had to do everything for Danny Mansell to move him out of

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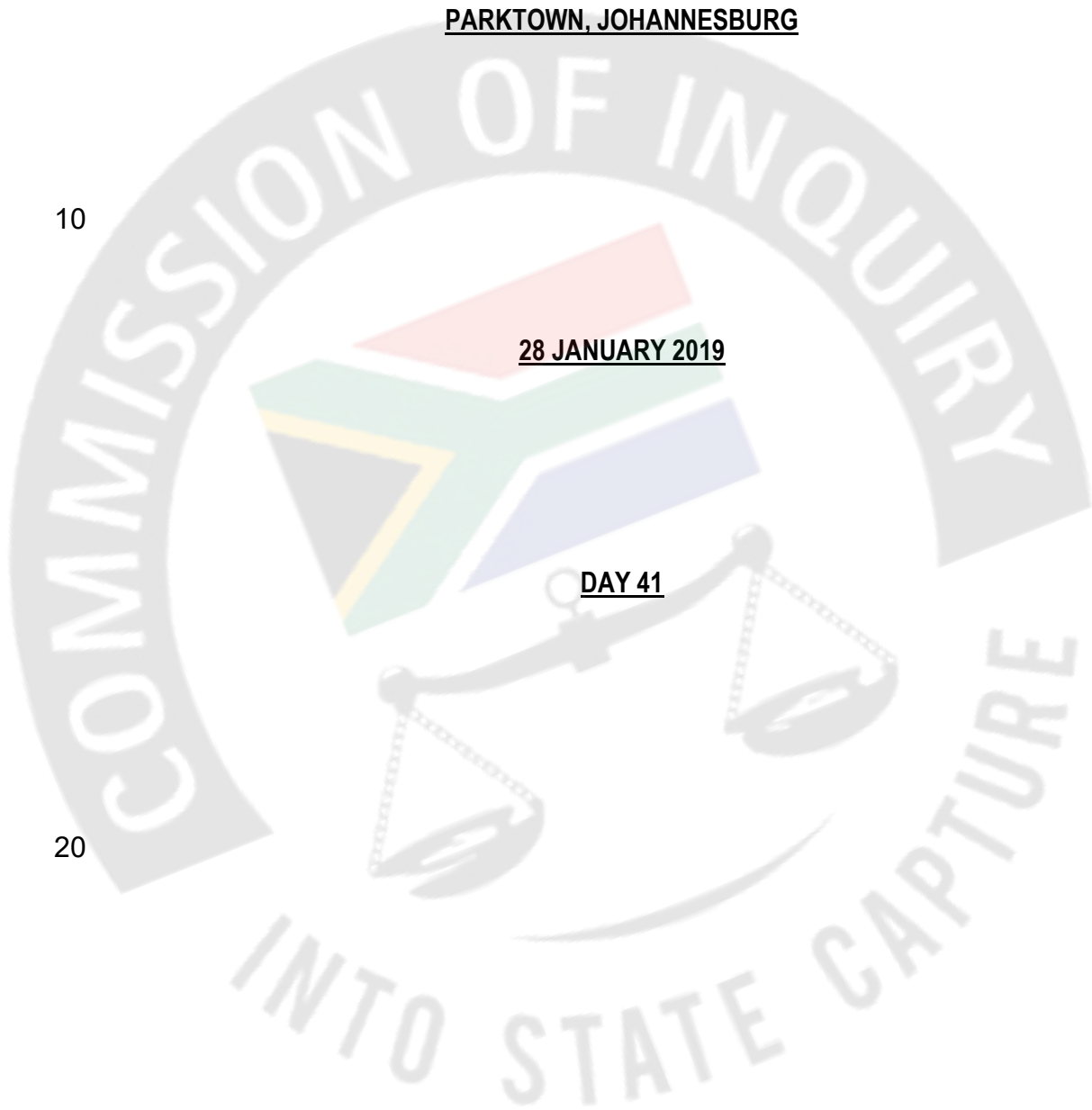
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brand new Mercedes whatever.

CHAIRPERSON: Okay, thank you.

ADV PAUL PRETORIUS SC: The management of the payments to the Gillingham family and the dealings with the Gillingham family in particular Patrick Gillingham was that task entrusted to you?

MR ANGELO AGRIZZI: Initially it was done by Danny Mansell and then I took it over. That is correct.

ADV PAUL PRETORIUS SC: Right. Then in paragraph 37.6 you talk about the management of both Mr Mti and Mr Gillingham's tax returns.

10 **MR ANGELO AGRIZZI:** That is correct Chair.

ADV PAUL PRETORIUS SC: Tell the Chair about that please.

MR ANGELO AGRIZZI: Chair as a company we used Peet Venter from at that stage an accounting firm would do both Mti and Gillingham's tax as well as all the tax of all the directors, but in specifically the case with Mti and Gillingham he would also make the payment in terms of the tax. So if they were over taxed or under taxed at least and they needed to contribute to SARS Peet Venter would make the contribution via one of his companies which would then be reimbursed by Bosasa.

ADV PAUL PRETORIUS SC: Apart from assistance with tax shortfalls was; do you have any evidence of any instruction to mislead the South African Revenue Services in
20 the presentation of these returns?

MR ANGELO AGRIZZI: In terms of the individual returns or in terms of the group of companies?

ADV PAUL PRETORIUS SC: No, in terms of the individual returns of Messieurs Mti and Gillingham. You say Mr Venter was instructed to prepare their tax returns.

MR ANGELO AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: Now what I want to ask you is there any evidence that you have of any instruction to Mr Venter to mislead the South African Revenue Service in those returns in any way?

MR ANGELO AGRIZZI: No, I do not know of any instruction off the top of my head. I would have to go through Mr Venter's affidavit.

ADV PAUL PRETORIUS SC: Yes.

MR ANGELO AGRIZZI: In detail.

ADV PAUL PRETORIUS SC: So as I understand it apart from assistance given to Mr Mti and Mr Gillingham in relation to assistance with tax shortfalls you have no
10 evidence of any unlawful activity on the part of Mr Venter?

MR ANGELO AGRIZZI: Chair I need to think about that, because I need to actually; I, I did not expect the question. I need to think through it.

CHAIRPERSON: Yes. No that.

MR ANGELO AGRIZZI: We can come back to that.

CHAIRPERSON: That is fine.

ADV PAUL PRETORIUS SC: Alright. So it is no, there is no need to take that allegation any further for the present?

MR ANGELO AGRIZZI: Correct.

ADV PAUL PRETORIUS SC: In paragraph 37.7 you detail evidence that you have
20 already given, but for the sake of completeness let us just deal with it. In paragraph 37.7 you talk of payments made to Mr Gillingham. Just tell the Chair what you are saying in paragraph 37.7 please.

MR ANGELO AGRIZZI: Chair right in the initial stages when I had to, when I was instructed I have got to take over from where Gillingham, where Mansell had left off with Gillingham. I basically would have to and the instruction was you got to pay him

CHAIRPERSON: Okay. You meant approximately?

MR ANGELO AGRIZZI: Correct.

CHAIRPERSON: Okay, thank you.

ADV PAUL PRETORIUS SC: And then you repeat the system that was employed in relation to the distribution of cash and the use of security bags. You have given that evidence and we do not need to repeat it, but in your own records amongst others the black book of which we have spoken you record cash you delivered to various people within Bosasa for later distribution. Who were those people?

MR ANGELO AGRIZZI: People I would deliver cash to and they would distribute it. So
10 in other words they would place an order. I would then distribute it according to those names. It was Ishmael Dikane. He is one of the Directors. Syvion Dlamini, one of the Directors. Joe Gumede, the Chairman of Bosasa. Sesinyi Seopela who was the consultant. Richmond Mti, Thandi Makoko, Syvion Dlamini and myself.

ADV PAUL PRETORIUS SC: There are two other names that appear on the list. In paragraph 38.

MR ANGELO AGRIZZI: Papa Leshabane and I cannot remember who I have mentioned. So it was Ishmael Dikane, Joe Gumede, Sesinyi Seopela, Richmond Mti, Thandi Makoko, Papa Leshabane, Syvion Dlamini. I have got Gillingham here and that
20 is an error, because he gave him money but I did not, you know, use him to distribute money.

ADV PAUL PRETORIUS SC: So we can delete Gillingham's name?

MR ANGELO AGRIZZI: Yes.

ADV PAUL PRETORIUS SC: From that list.

MR ANGELO AGRIZZI: No, he did not distribute it. Sorry, I personally delivered to Gillingham and maybe that it is; I just want to check that is why Gillingham is there,

because it says I delivered to. So this why it is there. It is correct.

CHAIRPERSON: Okay.

ADV PAUL PRETORIUS SC: Alright.

CHAIRPERSON: So in, in that list you have included both people who were part of Bosasa and people who were not part of Bosasa as long as it is people to whom you did deliver cash?

MR ANGELO AGRIZZI: Correct Chair.

CHAIRPERSON: Thank you.

ADV PAUL PRETORIUS SC: Is that a complete list of persons who were instructed to
10 deliver the cash received from you to other people?

MR ANGELO AGRIZZI: That is to the best of my knowledge.

ADV PAUL PRETORIUS SC: Right. Is it also a complete list of persons who received money from you for their own use [intervenes]?

MR ANGELO AGRIZZI: That is correct Chair.

ADV PAUL PRETORIUS SC: Only Gillingham?

MR ANGELO AGRIZZI: Gillingham and Mti.

ADV PAUL PRETORIUS SC: Right.

CHAIRPERSON: Thandi Makoko was one of the Directors, hey of Bosasa?

MR ANGELO AGRIZZI: That is correct Chair.

20 **CHAIRPERSON:** Thank you.

ADV PAUL PRETORIUS SC: Thank you Mr Agrizzi. Let us move on then to paragraph 39. The paragraph refers to a contract being awarded to Sondolo IT during approximately 2013 as you say. Would you tell the Chair of the matters concerning that contract?

MR ANGELO AGRIZZI: Chair the contract awarded to us at that stage, I must say us,

ADV PAUL PRETORIUS SC: And you said that there were two categories of persons in this list. The first category was those persons to whom monies were paid principally people employed within the Bosasa stable.

MR PAUL AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: For onward payment to others?

MR PAUL AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: And you also said that this list included persons to whom payments were made directly for their benefit and use?

MR PAUL AGRIZZI: If I may just clarify – put a point of clarification. You must recall
10 that I actually handed money to Mti to distribute as well because he used to take the money for Nomgcobo Jiba, Mrwebe, Jolingana and all the others as well. So I just want to clarify that. But yes.

ADV PAUL PRETORIUS SC: So this list here included names of persons to whom monies were paid for their own benefit?

MR PAUL AGRIZZI: Correct.

ADV PAUL PRETORIUS SC: Then I asked you is that a complete list of persons to whom monies were paid for their own benefit that you actually observed, remember and you mentioned Mti and Gillingham as being those persons. It seems to me that there are now others to whom you observed monies being given?

20 **MR PAUL AGRIZZI:** Correct.

ADV PAUL PRETORIUS SC: Right so let me go back to that question. How many people did you actually observe yourself being given money or whom you gave money to directly for their own benefit?

MR PAUL AGRIZZI: I would have to work a list out and actually give you another list.

ADV PAUL PRETORIUS SC: Yes would you do so please.

a very good relationship with Ms Myeni.

CHAIRPERSON: Director at Bosasa?

MR PAUL AGRIZZI: Correct. One of the subsidiaries if I am not mistaken he sits on the main board but he also sits as a MD for Sondolo IT or it is now called GTS. So Trevor was responsible for handling Dudu Myeni. But one of the critical issues that Trevor needed to sort out was the NPA matter and the Prosecutions matter of Bosasa. So that was given to Trevor as a task. Everybody knew that Trevor was the man who would deal with Dudu Myeni and the NPA issue. Often I would be present at a meeting where this matter would be raised and Trevor would be the one to have to deal with it and handle it with Dudu Myeni.

CHAIRPERSON: So with regard to the Bosasa investigation Bosasa had Mr Watson and yourself on the one side dealing with Mr Mti who you told us would have interactions with the NPA or certain people at the NPA but on the other there was also Mr Trevor Mathenjwa who was dealing with the same issue but through Ms Myeni?

MR PAUL AGRIZZI: Correct.

CHAIRPERSON: Okay.

ADV PAUL PRETORIUS SC: Were you ever present at a meeting where the Bosasa prosecution or contemplated prosecution was discussed with Ms Myeni?

MR PAUL AGRIZZI: I was at meetings where it was discussed and this led to the reason why the involvement of the President directly needed to take place.

ADV PAUL PRETORIUS SC: By this time I take it from your evidence President Zuma had been elected as President?

MR ANGELO AGRIZZI: Correct.

CHAIRPERSON: That is a separate one this one is a separate one?

MR PAUL AGRIZZI: This one is one of the first meetings.

CHAIRPERSON: Okay.

MR PAUL AGRIZZI: After the Forest Town meeting.

CHAIRPERSON: Okay.

MR PAUL AGRIZZI: Sorry.

CHAIRPERSON: Mr Pretorius I interrupted you.

ADV PAUL PRETORIUS SC: What was said at that meeting by Mr Watson to the former President?

10 **MR PAUL AGRIZZI**: Well what we were told was [intervenes].

ADV PAUL PRETORIUS SC: According to what Mr Watson told you?

MR PAUL AGRIZZI: Well he was with Gavin – with Joe Gumede so both of them were explaining it to us and basically it instructed Mr Zuma – President Zuma at that stage to shut down the case with the Hawks against Bosasa. And he asked the President at that stage to call in Anwar Dramat because Anwar Dramat was avoiding Nomvula Mokonyane at that stage. So he needed the President to actually make contact with him, call him in and tell him to hand over and shut down.

ADV PAUL PRETORIUS SC: Was there a latter meeting between Mr Watson and Mr Mti at what you were present?

20 **MR PAUL AGRIZZI**: That is correct.

ADV PAUL PRETORIUS SC: Did this meeting to which you will now refer happen after the meeting with the former President?

MR PAUL AGRIZZI: That is correct.

ADV PAUL PRETORIUS SC: What was said at this latter meeting?

MR PAUL AGRIZZI: So at the latter meeting with Mr Mti Gavin Watson basically to him he said “listen the President is actually waiting for your person Jiba to shut down this case. She needs to do certain things, she needs to get hold people” and basically Gavin said him “Listen Jiba is the President’s man – is the President’s person and he is waiting for her to actually make the first move in shutting down the case.”

ADV PAUL PRETORIUS SC: To whom did Gavin Watson say that?

MR PAUL AGRIZZI: He said that to Richmond Mti because he wanted Richmond Mti to speak to Jiba about it.

ADV PAUL PRETORIUS SC: Right. Do you recall ever being present at a meeting
10 when Mr Watson spoke over the telephone to President Zuma?

MR PAUL AGRIZZI: Yes.

ADV PAUL PRETORIUS SC: Who was at that meeting?

MR PAUL AGRIZZI: The meeting took place at Mti’s house. It was about ten o’clock in the morning and I was present, Mti was present and Watson was present and Watson was on the line to the President and was – he actually handed over the phone to Mti and says “here your boss wants to speak to you.” And Mti took the phone and he spoke in Xhosa or Zulu I am not too sure but then when he was about to finish he said in English because I was sitting there, I was listening. He said “I am ready to be deployed.” And that is when he gave the phone back to Gavin Watson.

20 **ADV PAUL PRETORIUS SC**: Just to go back a moment please to paragraph 42.5. The second meeting referred to in that paragraph where Gavin Watson said to Mr Mti “please tell Ms Jiba that the President is waiting for her to make a move.”

MR PAUL AGRIZZI: Yes.

ADV PAUL PRETORIUS SC: It is the President that was waiting is it?

MR PAUL AGRIZZI: That is correct.

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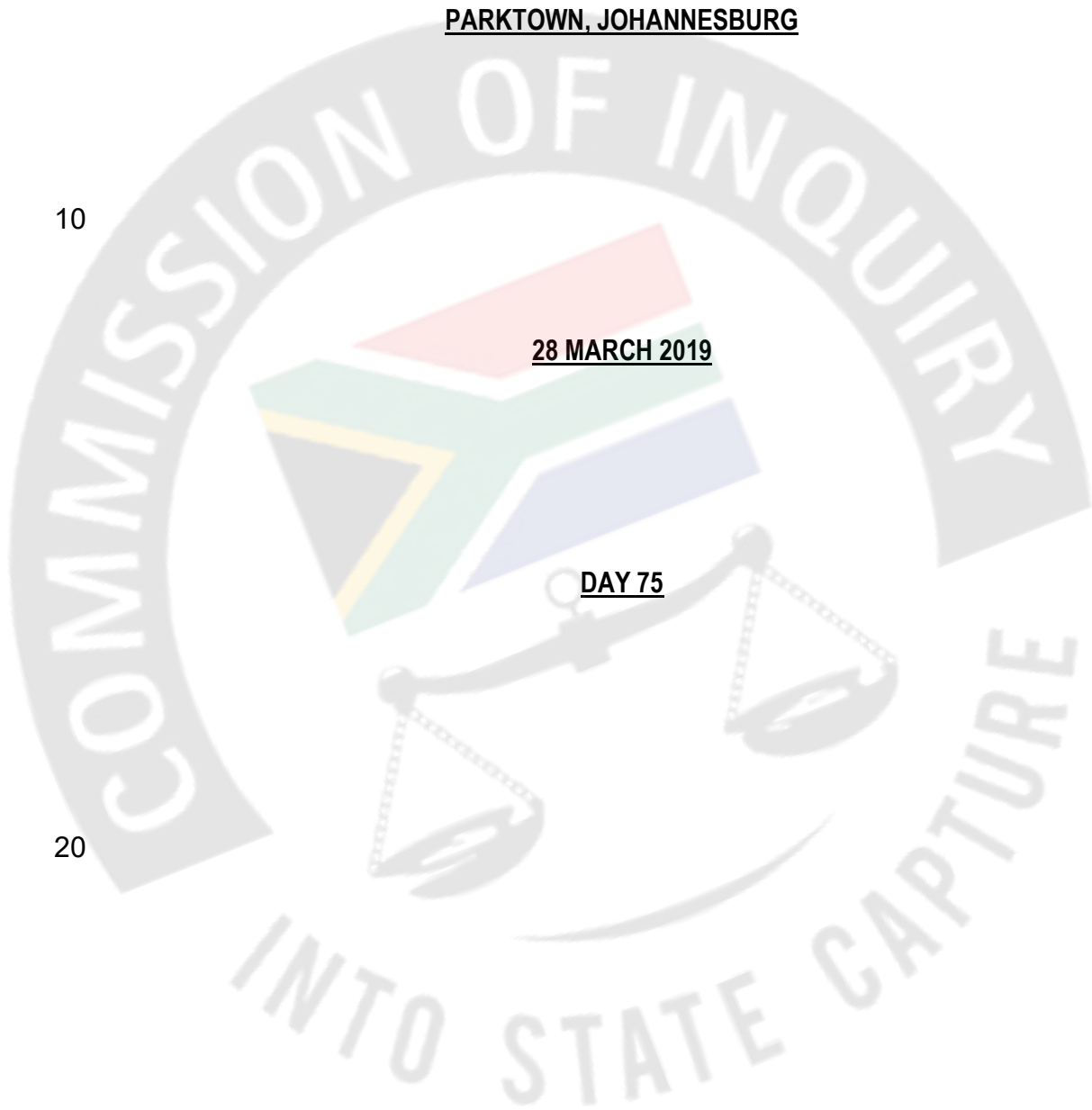
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evidence available as investigators and the legal team of some that have been omitted we should bring that forward in fairness to all.

MR ANGELO AGRIZZI: Yes.

ADV PAUL JOSEPH PRETORIUS SC: So if you do have any direct recollection at the moment please feel free to tell the Chair.

MR ANGELO AGRIZZI: *Ja*, you know the problem is I do not purposefully omit them and I do not want to do that. I want to be frank and open, but I remember now Richmond Mti's kids that would get flights and tickets and cars and then there is, I cannot remember the name now of the child, but I will [intervenes].

10 **ADV PAUL JOSEPH PRETORIUS SC:** Yes, you have got Patrick Gillingham's children.

MR ANGELO AGRIZZI: Oh yes, no that was I mean that was a given.

ADV PAUL JOSEPH PRETORIUS SC: Yes.

MR ANGELO AGRIZZI: You know then there is for instance one of the ex-Chairman of the companies and I do not want to really mention his name, because I first want to check my facts, but I know that.

CHAIRPERSON: Well if you are not sure it might be.

MR ANGELO AGRIZZI: *Ja*.

20 **CHAIRPERSON:** Better if you check your facts and then give the information to them and then I know that you have no problem coming back if need be, but.

MR ANGELO AGRIZZI: Chair.

CHAIRPERSON: See what you, if it is something that is important and that you have personal knowledge of give it to them and we take it from there.

MR ANGELO AGRIZZI: You know with the greatest respect Chair.

CHAIRPERSON: Hm.

if I can just add there that there was never any training, so it's all fictitious stuff but that was how Syvion and Gavin Watson had decided to move the funding.

ADV PAUL JOSEPH PRETORIUS SC: Yes as I understand your evidence it coincides with that of Mr Venter at least in the respect that Miotto Trading was used to make disguised payments or to make payments that could not be easily traced.

MR ANGELO AGRIZZI: Yes and he showed me the – he actually gave me documentation and that's why I included it in mine because it was – I tested the documentation, I tested the information and then submitted it on my affidavit as well.

ADV PAUL JOSEPH PRETORIUS SC: Then in paragraph 18, you deal with a question
10 relating to Mr Mti and his son in a meeting that took place at Clearwater, please tell the Chair what happened?

MR ANGELO AGRIZZI: Chair what happened there was – I used to get pulled into the most weirdest of situations. There was a child that was a bit wayward alright and it was a bone of contention and it was creating havoc for Mr Mti I was asked to intervene, I was sitting in the meeting there, and funny enough, I think it was a time when my son had just done well and he had got student of – I don't know what he had done but he had done exceptionally well at school – at university and he got some award, I don't know what happened – the facts of it is that I was then told by Gavin, listen, you better sort out – I want this guy happy at all times, pull his son into your son,
20 let them work together let's see if we can, not rehabilitate, that would be wrong and I don't like to talk badly about these kids but ...

CHAIRPERSON: To inspire him or motivate him.

MR ANGELO AGRIZZI: Inspire him yes to become motivated on how to run a business and that type of thing and so I agreed to have a lunch meeting and put my family in a precarious position because my son wasn't happy, he said, you know I don't like this,

he was a very active student at Wits and he knows people there – he worked with those people and so he wasn't happy at all but nothing ever came of it he just retracted, he didn't even bother registering the company he wasn't interested in really doing – but that just gives you an example of how – I personally was compromised to keep other people happy like the phone calls at 9 o'clock at night to have 10 000 or 5 000 meals ready the very next morning so that's the extent that it went to. I mean there was even a situation – and I allude to it in the next paragraph, where one morning I arrived at the gate and I said to Gavin, I said no man, who is this gentleman at the gate, a security guy, no he's a security guard, I said no ways guys, that's father like son and I went
10 personally and I went and asked the question, what is your name and he gave me his surname and I went back, I was very annoyed, I said guys, we're in the middle of this news and that and you go and put the gentleman's son, that looks identical to him, at the gate, how daft can you be, well the next day he wasn't there but I'm saying that's the kind of things that happened.

ADV PAUL JOSEPH PRETORIUS SC: Chair maybe we could regain that one minute it's one minute to one.

CHAIRPERSON: Yes, okay, let's do that, it's fine. You, Well we – we took, well you want to, you suggest that you don't ask further questions because it's lunch time?

ADV PAUL JOSEPH PRETORIUS SC: Well it is, yes, having said that Chair ...

20 **CHAIRPERSON:** You want to look, well it is on my watch but your watch might be ahead of mine.

ADV PAUL JOSEPH PRETORIUS SC: It's exactly one o'clock Chair.

CHAIRPERSON: Okay well on mine too, it's exactly one o'clock. We will take the lunch adjournment and we will resume at two.

INQUIRY ADJOURNS

INQUIRY RESUMES

MR ANGELO AGRIZZI: I would give feedback on how the operational statuses are what is happening internationally and that. I would also be interested in the development of the industry and seeing how we could utilise international benchmarks in South Africa and where they would work and where they would not work. So on a various basis I would get ad-hoc emails from him and from other people but in terms of corrections and I would respond to that and return my comments accordingly. But at that stage I was not aware and I am talking now 2004/2005/2006 and onwards I was not aware that there was arrangements being made in the background. So I was aware

10 there something fishy but I did not know what and it is because I purely did not deal with him directly. And I did not know about any payments or promises or any arrangements so to speak. I was also with Danny Mansell and Gavin Watson when we were with Patrick. And I am not the type of person that gets concerned if I am not at a meeting. You know if Gavin has decided to have meetings with people well he has meetings. I do not have to be there. But what is interesting is that it was always on – only on invitation. But when the initial connection was made with Patrick Gillingham in the various positions he held within Correctional Services I only met him on a few diverse occasions. It was only at a later stage that I personally had dealings with Patrick Gillingham and that I realised then the full extent of what had happened from

20 day 1. So it was a transition. So what actually happened was when Danny Mansell left to go to the United States I then was roped in and told you have to now deal with Danny Mansell. I do not if you recall – with Patrick Gillingham. I do not know if you recall the video report – the video that you saw where Gavin Watson says to Andries Van Tonder Brian Biebuyck will now deal with Patrick Gillingham I want you to drop off Patrick's money but Brian Biebuyck will now handle him there is a handover between Brian and

Patrick and Angelo. So that is how – you know you would work with somebody and then you would be told no you do not work with them anymore you work with somebody else now. So that is how it actually happened. And the full extent of the gratuities or corruption and laundering and that only really came to me when I read the full SIU report in 2009. So I knew there was things happening. I am not denying that. But what I am saying is that the only the full extent of it came to me in 2009 and I confronted Gavin. We were actually – if I look back on it I realise that they knew that the SIU report was coming out and Gavin then insisted that we go on a holiday overseas. And it was while I was overseas that I heard that the report had come out

10 and I managed to get a copy of the report emailed to me at the hotel in Paris. We were in Paris. I was actually – I was on my way – I can remember it vividly I was actually on my way – I do not want to bore you with the details but I was on my way in a taxi with Gavin and with Andries to go and see the museum, the art museum and I turned back and I said forget it. You know we had paid for everything and I said I want to see this report. And when we got the report it was emailed to the hotel we were staying. We I got the report I had it printed out in the business centre there, went upstairs and we started discussing and I was shocked because there were things there that I never knew. But just to get back to the stories. After I had started handling Gillingham directly and after I had started speaking to Mansell when he was decided to leave the

20 country that is when more stuff started coming out to me. And it was about in 2004 I know that they went on a holiday together the two families. The Mansell family and the Gillingham family. Everybody, the kids, the spouses went on holiday. Gavin wanted them to go on a holiday with a game reserve to settle transactions and to make sure that Patrick was a hundred percent on board. So it was at that – apparently at that game reserve holiday where Gillingham and Mansell agreed on what would not be done

and how it would be done. Alright. So what then happened and what I found out afterwards was that Mansell used a company that he had called Grand 4 and another company called L and J Civils. Now L and J Civils I believe his son owned part of it as well. They use that to start making payments for the building of the properties that they were using and that Gillingham would be getting.

ADV PAUL JOSEPH PRETORIUS SC: Just for the record that is letter L and J?

MR ANGELO AGRIZZI: L and J ja.

ADV PAUL JOSEPH PRETORIUS SC: Not Allen J?

MR ANGELO AGRIZZI: No, no not Allen J. Lima and Joseph. So then what happened
10 was when I was tasked by Gavin to start cleaning up all the invoices he mentioned to me you have to clean up Grand 4 and L and J Civils. So our task between Andries Van Tonder and myself and only the two of us were appointed to do it was to go into the records find every single invoice that referred to L and J and Grand 4 and those are the invoices we had pull, change and put back invoices in their place which had some other description on it. You know I asked the question and it is vivid the day I was called into follow up the trail of L and J and Grand 4. I ask the question, why did we have to do this? Why did we put ourselves in this position as a company? Why did we have to go through all this nonsense now and the answer that was given to me was quite simple. He turned and says don't you worry about it if we did not do it somebody else would
20 have had to do it. Somebody else would have got the opportunity. And it was a concern to at that stage already. But what was even more interesting what unfolded was whilst the houses were being built one of things that we picked up when we had to clean up was that Riaan Hoeksma used the architect called – let me just check here. They used the architect called HMZ Architects. It was a lady by the name of Zietsman that drew up the plans for Mti's house and drew up the plans for Gillingham's house.

MR ANGELO AGRIZZI: Ja they did not raid the garage. No the boxes were still there. But the interesting thing was on the Consillium business card that told me something was much deeper and there was other issues as well. Because he had apparently when I had confronted Doctor Smith because he had printed the business card Doctor Smith said to me that Gavin had told him that he had to get Patrick to accompany him to go and see a manufacturer or supplier of goods and this supplier of goods he wanted to make the guy realise that Patrick in the position that he was as the CFO also has an interest in this business. And the whole idea was to strong-arm the owner of the business to say, listen we can give you business at Correctional Services but you need

10 to understand that we want 26% of your company. And exactly the same tactic was done to get the – acquire the shares in Better Fence as well to get the 26%. So let me just go back to that. I did not want to go and – to go through his house so I went down to a restaurant that was close by Midstream Estate and he said he had been now suspended from his position by the then Commissioner of Correctional Services Vernie Petersen. Now the following morning at about 6:30 Gavin Watson came to my office. I was always there the first in and the last out so I was there at about five o'clock. He arrived at 6:30 and he said to me, come you got to come with me now we have got to Mti. So we got in the car and we went off to go and see Mti at his house in Midstream Estates. And he then went from there we went – we had to go and see Patrick because

20 he wanted to make sure that everybody was calm and no mistakes were being made. So we then saw Patrick at the Protea Midrand which is close to Midstream Estates and close to the place where Richmond Mti has his house. It slipped my mind now. But basically we chatted in the parking lot and Gavin told Patrick not to be concerned. Patrick's biggest concern at that stage was his pension fund. He was not worried about losing his job because he knew he was getting R110 000,00 from Bosasa coming up.

So he was not concerned about that. His biggest concern was the pension fund he had accumulated over the years. But Gavin said to Patrick you do not need to worry even Bosasa has to stand in and cover the pension fund we will do it. As a matter of fact in the car on the way back we had a discussion about it and Gavin said I must just find out how much it is and we just need to make a contingency available for the pension fund. Gavin also said to Patrick not to worry his legal fees would be paid for by the company and Gavin instructed me to then utilise an arms-length company that he had given us to attend to it.

ADV PAUL JOSEPH PRETORIUS SC: It may seem very obviously but for the record
10 why would Watson ask you to create an arms-length company to pay Gillingham's legal fees?

MR ANGELO AGRIZZI: Gavin believed that if there was always an arms-length company it would not be traced back to him. So he would rather have it – distance. And we have seen it in the revelations that there is always a Miotto or always a Syncroprop or always a Aluwise or whatever company there is to be able to utilise it. And that is why it was done. So the carrot for Gavin was to use the arms-length company it will never come back to me. Because he does not have to sign anything off. So there was a conference on the go at the Protea Midrand it gets often used by government departments. So we did not even go in and normally we would go in and
20 have a coffee or something to eat. That specific day we did not we sat in the car and Patrick sat in the back of Gavin's car and spoke to him there. But then yes I mentioned to you when we were coming back Gavin said to me, what kind of pension is it and how much is it? So I had to find out and he said that we had to make a contingency for that. But he said – he said you know they have been loyal to the group and I think there was – there must have been some agreement and he wanted Patrick comfortable and Mti

comfortable that he said to them, look we will honour looking after you and that for the rest of your lives. Okay.

ADV PAUL JOSEPH PRETORIUS SC: Did he mention in that conversation that is Watson how Gillingham and Mti had assisted Bosasa?

MR ANGELO AGRIZZI: Yes. What he said was he said, all the tenders – I mean all the business at Correctional Services came through Mti and Gillingham. And even Mti was the commissioner and he had no right to sign off a contract Chair in today's times basically an instruction gets given and it happens. You know people do not go against their bosses anymore. Jobs are too scarce. So Mti just made sure he put the right people in place, signed off the applications and that is how it happened.

ADV PAUL JOSEPH PRETORIUS SC: Were arrangements then made to assist Gillingham in relation to his suspension and its outcome?

MR ANGELO AGRIZZI: Yes. So what happened was Chair that – about two days later Gavin had been in consultation with Sesinyi Seopela and Sesinyi then told me I must meet him at a firm, they were in what is that street opposite the court in Johannesburg? There is a street there where [indistinct] chambers is and all that. One of those buildings if I remember correctly it was on top of a bank on the right hand side. And I had to meet – really a dingy offices a company called can I mention the name I have got it in my statement?

20 **ADV PAUL JOSEPH PRETORIUS SC:** Yes.

MR ANGELO AGRIZZI: BDK attorneys alright and I had to – and Sesinyi was introducing me to a gentleman by the name of Ian Small Smith. Now before we went into the meeting I said you know I am very concerned because this does not look like proper offices, you know are these real attorneys? And Sesinyi mentioned another gentleman in government that this guy had helped and he was very successful. I do

assist and one of the issues was the burying of Grand Four Computers and the burying of documentation. Now there were two incidents. The one incident was at Luipaardsvlei which I was involved in. The other one was taking all the computers which contained the information and hard drives of Grande Four and Allan J Civils.

ADV PAUL JOSEPH PRETORIUS SC: Just before you go on just please remind the Chair what documentation this was and why it was important to destroy it.

MR ANGELO AGRIZZI: Okay. The Grande Four documentation shows, it reflects all the purchases for all the houses for Mti and Gillingham and Allan J Civils also reflects the same. So that had to be destroyed. Then Gavin sent it all down to Port Elizabeth
10 and he said it must be buried at SeaArk. So they buried it at SeaArk.

ADV PAUL JOSEPH PRETORIUS SC: Now SeaArk is.

MR ANGELO AGRIZZI: It is on the coast.

ADV PAUL JOSEPH PRETORIUS SC: A factory on the coast?

MR ANGELO AGRIZZI: Correct.

ADV PAUL JOSEPH PRETORIUS SC: On the beach?

MR ANGELO AGRIZZI: Correct and they buried it at SeaArk. They put it in plastic bags and dug a big hole. I recall seeing where the hole was. I was told where the hole was and when I flew in I saw they had just dug up the hole and they buried the computers there, but then subsequently about three week ago, four weeks ago I get a
20 call from the news reporter in Port Elizabeth asking me do I know why they are digging up at SeaArk. Apparently somebody had gone there and started digging up and they were digging holes. She said where you could bury whales in. They were so big, but they had not found anything, but if somebody had spoken to us we would have told them those computers were picked up a long time ago. Gavin Watson insisted that they get picked up and that they get burnt and they were never burnt. They were kept

Dekane. MMB was Maria Mebena, MKB was Mkabela, SSS was Shishe Matabela, KOA was the Kloof Union, AMC was AMCU Union, KZN20RRD was Westville and that would be taken by Ryno Rhode, that was for one of the project offices at Westville. GAC was ACSA, MAC was Mohamed Bashier, BON was Bongi Mapungus at ACS, KZN was ACSA KZN Airport, that as well it would have been a once off, I think you saw in the video where Joe says look I need R10 000 to do this or this or this, that's those type of things, then ORT25 would be OR Tambo, there must have been a special reason why they wanted that. Then DVT was a chap by the name of Trevor who was working for the MEC of the Youth Centres in the Western Cape and that would have been taken
10 by Danie van Tonder, I remember we stopped that at one stage. Then TMT50 would be Mams Mibusa from Justice for Trevor. ZMC was ...(intervention)

CHAIRPERSON: I'm sorry did you say Justice?

MR ANGELO AGRIZZI: Yes, Department of Justice.

CHAIRPERSON: Mams Mibusa was from the Department of Justice?

MR ANGELO AGRIZZI: Yes.

CHAIRPERSON: Oh, okay.

MR ANGELO AGRIZZI: Okay, so that would have been with the guarding contract or even potentially with the security systems contract. I don't know the date on top.

CHAIRPERSON: Yes.

20 **MR ANGELO AGRIZZI:** Then ZMC was Zac Madisi who was at that stage he was acting so he wasn't a full commissioner yet, then TRS was Transport 100, I don't know why there was, there must have been a reason for that specific payment because it was normally R300 000, then SNK was Snake, SNL was Snail, RMT was Richmond Mti, Syvion Dlamini was 80, that was for Limpopo Youth Centre, then there was J20 that was for Lepinka, and then it was Syv which is Syvion Dlamini and Thandi, so both of

You need that to be ACS not ACSA?

MR ANGELO AGRIZZI: That's right.

CHAIRPERSON: Okay but the ACSA that is on the two, first two is fine?

MR ANGELO AGRIZZI: Correct yes.

CHAIRPERSON: That's fine, okay, alright.

MR ANGELO AGRIZZI: The one is the head of security and the other one is the procurement officer.

CHAIRPERSON: Thank you, proceed.

MR ANGELO AGRIZZI: Okay then you've got JGM10KZN that would have been one
10 of those weird requests again by Joe Gumede, they would always make those type of requests because I don't know if the money actually went to the people but it would always be R10 000 Chair. PGC Patrick Gillingham, that was 110, RMT was 85, then it was SST ...(intervention)

ADV PAUL JOSEPH PRETORIUS SC: Sorry, you've left out a few, let's go back to JGM50MAM.

MR ANGELO AGRIZZI: Okay that Mams Mibusa for JGM50 MAM, was Mams Mibusa for Department of Justice and Constitutional Development and JGM25 was THAU which was Norman Thubane, JGM was KZN, that would have been ACSA, it would have been a special request from Joe Gumede. PGC110CCV that would be Patrick
20 Gillingham and I would have to take it to him. RMT85CCV was Richmond Mti and there was a reason why I put Agrizzi there because I would also deliver with Gavin or Gavin would do it or I would have to just drop it off, and then you've got SST100 that was for Jolingana what actually happened there was we were given an extension to the catering and that was the agreement that R100 000 would go a month to the person.

CHAIRPERSON: Was that Correctional Services contract?

MR ANGELO AGRIZZI: Yes that's correct.

CHAIRPERSON: Okay and Jolingana was one of the people at the ...(intervention)

MR ANGELO AGRIZZI: Yes one of the Commissioners that was involved with the extension.

CHAIRPERSON: Okay.

MR ANGELO AGRIZZI: So what happened was because those were Richmond Mti's people he would give them the money, who would give it to him and he would give it to them, so for instance with the – there's another lady there Grace Molethedi, when they – they had to motivate and they motivated that they outsource Groenpunt Prison and I
10 can't remember the other name of the prison now,. There were two prisons, so they were R50 000 each so she got R100 000 a month. Okay, and then you've got the SST100CCV alright, now that was (indistinct) SST100SNL which is for a mistake on my side it should have been SNK.

ADV PAUL JOSEPH PRETORIUS SC: Is that an error?

MR ANGELO AGRIZZI: That's an error.

ADV PAUL JOSEPH PRETORIUS SC: So SNL should be ...(intervention)

MR ANGELO AGRIZZI: Ja, but it was an error in my book, I remember I transferred it like that, but I can tell you exactly that that was there, because that went to Mti and that was the reason for it. I wrote, my handwriting was so bad because I use a fountain pen
20 so I must have smudged it, so that's how I read it.

ADV PAUL JOSEPH PRETORIUS SC: So the error is in your book, not here?

MR ANGELO AGRIZZI: Well the error is my fault in the book.

ADV PAUL JOSEPH PRETORIUS SC:

MR ANGELO AGRIZZI: Yes okay.

CHAIRPERSON: I'm sorry, where you say there's an error is it at SST100SNL?

MR ANGELO AGRIZZI: Ja, it should have been SNK.

CHAIRPERSON: SN?

MR ANGELO AGRIZZI: K.

CHAIRPERSON: K at the end?

MR ANGELO AGRIZZI: Yes.

CHAIRPERSON: Okay.

MR ANGELO AGRIZZI: So the problem is Chair I write in a fountain pen, and the books are very full, so I must have smudged it and it looks like an L, so I didn't want to change what was in the book to what was here. So this ...(intervention)

10 **CHAIRPERSON**: Oh, I'm sorry, I'm sorry, I think I – the SNK should replace SST and not SNL?

MR ANGELO AGRIZZI: No.

CHAIRPERSON: I initially thought the error was on SNL but I'm looking at the previous page it seems that SNK should be at the beginning of the code.

MR ANGELO AGRIZZI: Well these, I used to swap it around.

CHAIRPERSON: Oh, okay. So just to get it right in regard to the code at page 88 so is it S, is it the L of SN that is wrong?

MR ANGELO AGRIZZI: Chair it should have read SST100SNK for Snake.

20 **CHAIRPERSON**: Okay, I understood it correct earlier on, I just got confused when I ...(intervention)

MR ANGELO AGRIZZI: No, no I understand, I was confused as well trying to decipher it.

CHAIRPERSON: Okay, thank you.

MR ANGELO AGRIZZI: Okay then we have SNK29SLE which is also it's because the book smudged.

CHAIRPERSON: Oh I'm sorry, I'm going to disturb you again Mr Agrizzi I think part of what confused me was that I thought if I looked at the previous page I would find the same code for the same person, but – and I saw it ended with ACB for that person on the previous page but here it's ending with different letters.

MR ANGELO AGRIZZI: Chair let me tell you why I did this because if I remember correctly the cash used to be packed by Jacques van Zyl according to a list I would give him and I would give him always the same standard codes, and he started deciphering it and Joe Gumede and myself, Joe Gumede actually reported to me that he is concerned because this guy is keeping all the notes and that's why we changed the
10 codes, if you remember right in the beginning that's how it worked.

CHAIRPERSON: Okay, so when one reads what you have here from page – is it 86, from 86 to 88 or it goes on and elsewhere one should not when one sees a particular code for a particular person think that that's the code that will always appear next to that name.

MR ANGELO AGRIZZI: No.

CHAIRPERSON: It's not necessarily going to be that.

MR ANGELO AGRIZZI: Never, it could never be the same. Sometimes I would you know you make it up as you go along but sometimes I would make a mistake and I would use the same codes but I tried always to vary it.

20 **CHAIRPERSON**: Yes.

MR ANGELO AGRIZZI: Otherwise it becomes a trail.

CHAIRPERSON: And basically you would be the only person who would know this one, this code still belongs to that one even though that other code also did belong to the same person some other time.

MR ANGELO AGRIZZI: It sounds extremely suspicious but remember I was the only

one that had to decipher it, nobody else, I needed to be able to open my book if I was asked a question by Gavin Watson, which happened maybe once every year, and be able to explain to him a reconciliation that was done.

CHAIRPERSON: Yes, yes, and in your own mind you would usually know why you are deciding on a particular code to be able to connect it with a particular person.

MR ANGELO AGRIZZI: Correct.

CHAIRPERSON: Okay. Thank you.

MR ANGELO AGRIZZI: So if I can give you an example, INC would Ismail Ngwaba, now I normally would put that at the end but here I've got MNG, which is (indistinct),
10 MN, so I would change it, one week it might be or one month it might be MAM or it might MTM meaning that you know that's for – but I know the amounts and the names I can correlate with.

CHAIRPERSON: Okay, I interrupted you, you may proceed with finishing reading the list on page 88.

MR ANGELO AGRIZZI: Alright, so we got GMT I think.

ADV PAUL JOSEPH PRETORIUS SC: No we went to (indistinct) SST100SNL and you explained why the code had changed, well the code didn't change you just made an error.

MR ANGELO AGRIZZI: I think it smudged or something like that, I can't remember.

20 **ADV PAUL JOSEPH PRETORIUS SC**: Yes, so your black book looks like SNL and this is ...(intervention)

MR ANGELO AGRIZZI: This is a reflection of the black book yes.

ADV PAUL JOSEPH PRETORIUS SC: Alright then move on then please.

MR ANGELO AGRIZZI: Then for instance J was for Mgwebi, there I mixed up the two as well, it's also 20 for Lepinka and 10 for Mgwebi then GMT100SLE that was Grace

Molethedi.

ADV PAUL JOSEPH PRETORIUS SC: Sorry just before you go on, the code for Mgwebi had also changed.

MR ANGELO AGRIZZI: Yes I made a mistake, I presume I made a mistake.

ADV PAUL JOSEPH PRETORIUS SC: Alright. Well as it may implicate people how did you make the mistake? Is it still your evidence that Mgwebi received an amount of R10 000?

MR ANGELO AGRIZZI: Ja, maybe what I should have done is attached the actual papers here and I need to get those papers and for tomorrow morning I can attach the originals and put them with these, and I will see how I made the mistakes.

ADV PAUL JOSEPH PRETORIUS SC: Right, okay, then let's go on to GMT.

MR ANGELO AGRIZZI: GMT was Grace Molethedi.

CHAIRPERSON: That's GMT100 ...(intervention)

MR ANGELO AGRIZZI: That was for the two contracts, that was for the two contracts and I would have used SLE because it referred to Richmond Mti.

ADV PAUL JOSEPH PRETORIUS SC: IMC50?

MR ANGELO AGRIZZI: That was Joe Marco I used, I remember distinctly having to pack that, IMC20 was Mkebela, IMC50 was Dikelele and I know that because I packed it regularly. AMC20 was the AMCU Union, NUM100 was the NUM Union, SDL was Syvion Dlamini and that would have been the Youth Centres in the North West, ELS was 30 and that would have Alfred at Kloof, 57500 for some or other reason I didn't write a code, it was for Nele, and ASB40 was for Andries Sibebele at Empowerdex who I gave R40 000 to, to sort out the BEE ratings.

ADV PAUL JOSEPH PRETORIUS SC: I may not have been following, it's late in the day, but I think you left out one or two, but just for the record on page 88 the recipient of

CHAIRPERSON: Yes.

MR ANGELO AGRIZZI: Sometimes there were deviations but not that often.

CHAIRPERSON: Yes okay.

MR ANGELO AGRIZZI: MMM was [indistinct] MM was Maria Mabena. SMA was Shushi Mathabela. ISM was Joe Marco. AMC was Amco Union. STL was Sylvion Dlamini that was R80 000,00 for the North West. ACB 85 was Richmond Mti. GML was there I have got GML 100 CCB [indistinct] that was for John Ngana but then I have got a duplicate there GML later on but I will get to that. Okay. So you got GML 100 CCB that was for John Ngana. SNK which was Snake 100. G Bovante. MID 50 was the
10 nickname for John Ngana was middledrift. GML was Grace ...

CHAIRPERSON: I am sorry this one says second Joel Ngana?

MR ANGELO AGRIZZI: Yes. So there was two.

CHAIRPERSON: Oh so there is two Joel Ngana's.

MR ANGELO AGRIZZI: That is what I am referring to. So there was 100 and there was a 100 in GML alright there is 100 okay. And then there is MID. So the first GML went to Joel Ngana.

CHAIRPERSON: Yes.

MR ANGELO AGRIZZI: Okay. Then you got SNK. Then you got MID. Now MID stood for Middledrift which was Joel Ngana's nickname.

20 **CHAIRPERSON:** Okay.

MR ANGELO AGRIZZI: That Mti gave her. I did not nickname anybody. All the nicknames came from the persons that I would work with.

CHAIRPERSON: The distribution people.

MR ANGELO AGRIZZI: Yes. They would give me the nicknames as well.

CHAIRPERSON: Oh ja okay.

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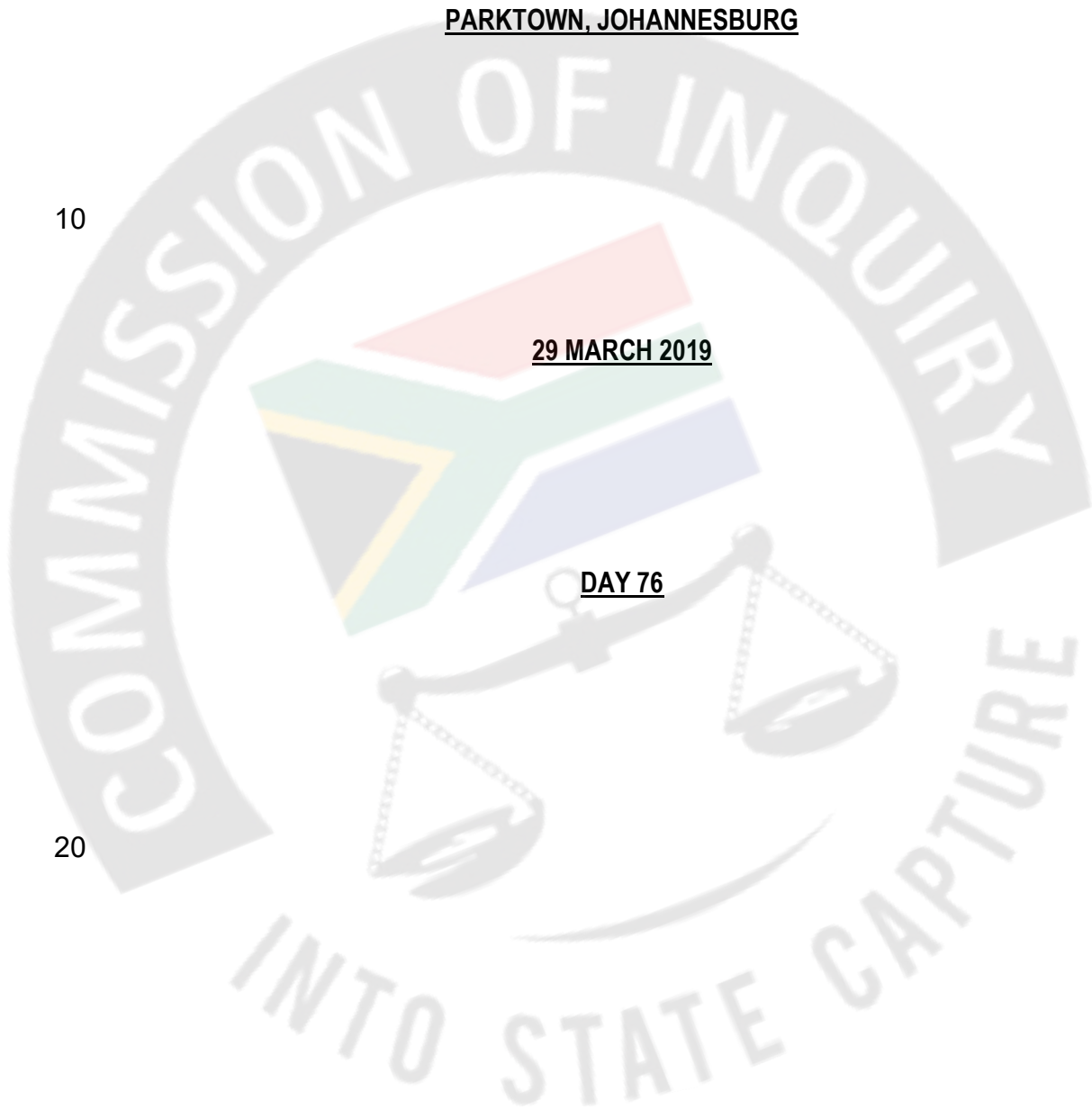
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29 MARCH 2019

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Cedric Frolick who had been organising the accommodation and everything for the parliamentarians and the politicians or the politicians from the ANC who would say to him no everything is full. There is no space and we will get you, I have got a special place for you and that meeting then, he stayed in the house and the meeting then took place. Gavin told me exactly how he had planned it and I remember it because he even the next day he had gone to Richmond Mti with myself and he had explained in detail how he is going to very similar with the discussions he had on recording where the talks about how he is going to handle the meeting with ex-President Zuma. He explained that as well to Mti that you know that he can sort this out. He is going to

10 have a meeting with him, a breakfast and then after breakfast, you know, then it will be sorted out. He will develop that relationship and he was excited about it. He was extremely excited if, Gavin was like a kid with new toys if he got to meet a parliamentarian or politician. So that happened and it was reported on the press as well.

CHAIRPERSON: But I just want you to go back a little bit, because I seem to hear, I seem to hear you say something like he that is Mr Gavin Watson and/or Mr Frolick kind of planned?

MR ANGELO AGRIZZI: That is correct.

CHAIRPERSON: To make sure that conditions or ANC people would be made to

20 believe that there was no accommodation. It was full and then end up or be offered accommodation provided by Bosasa or by Mr Gavin Watson? Is my understanding of what you are saying correct?

MR ANGELO AGRIZZI: You are 100 percent correct.

CHAIRPERSON: Yes.

ADV PAUL JOSEPH PRETORIUS SC:

and Cedric Frolic confirmed with me over the phone, phoned that litigation must be withdrawn.

Well at that stage I was really annoyed with everybody, my wife came and she chased them out of the house, she said listen you've been with him for an hour now, he's now got to rest, because I was actually supposed to be in bed, get out of the house, and I remember that Etienne Theron and Brian Biebuyck were there and they shook their heads, they said we cannot believe what is happening here, and I actually called them a bunch of idiots when they left, I was wrong there, but I did and they left.

CHAIRPERSON: What was your understanding of what they were saying they could
10 not believe what is the ...(intervention)

MR ANGELO AGRIZZI: The turnaround of the decision to retract the application but interestingly Chair what had happened was because I had fallen ill and I had booked myself into hospital on the 25th of December I think it was I didn't have a chance to make the delivery, that was one specific delivery I had to make that was out of the norm for Richmond Mti and I didn't get to make it because he wasn't around, he was somewhere else and then I got sick so now we're talking, I think it was about the 9th of January that the delivery had to be made and when Gavin walked into the house the first thing he says is oh where's Mti's stuff and the cash and my wife, I had said to my wife go up to the safe, in the bedroom I have a small safe and there was a bag in there,
20 I said get it for him, let him take his money, you know let him take it, I don't want anything to do with this anymore anyways, so ...(intervention)

CHAIRPERSON: Was that already in a security bag or ...(intervention)

MR ANGELO AGRIZZI: Ja, it was packed, I just didn't deliver it, I was told to deliver it but we missed each other and I couldn't deliver it, but in that bag, I can tell you now, was R175 000 and I remember it vividly because it was one of these post-it stickers in

am I diverting from the – sorry Chair.

ADV PAUL JOSEPH PRETORIUS SC: You are a little but carry on.

MR ANGELO AGRIZZI: Alright, no, I'm just giving you the history of this situation.

CHAIRPERSON: Yes.

MR ANGELO AGRIZZI: So Danny made it his job to try and get on my good side, for whatever reason, he tried to make amends and I don't harbour grudges so I welcomed him in. He was staying at the Cedar Lodge at that stage and Gavin had just given his son and himself a contract to remove trees at Choonels Hostel which has now been, because of radio activeness they closed it down but they've given the work as well to
10 do the building of the walls around Choonels and around Luiperdsvlei to a company called Rekele Construction, (indistinct) Hoeksma, but I noticed that Gavin was working with Danny and with Mti and with Patrick Gillingham and I will explain – I will go into detail on it but the one thing that Danny Mansell was involved with and there's no denying about it, it's all in black and white, was he was involved with directly with the meetings with Gavin Watson and with Mti and with Gillingham in the beginning, so they were having meetings and amongst other things he was involved in arranging for the payments from Bosasa to his company which was called Grantfor, and it's a company that's reflected in the SIU report as well, but Grantfor basically did all the building for the houses, they paid it over and that type of thing, so after once all that had been
20 done, I just want to go to my notes here because after that, after having done all the technical management and managing the technical department as well for Bosasa so he was building, managing the technical department, he started becoming part of the company and he would invoice the company on a regular basis and things would go ahead.

Do you want me to carry on?

ADV PAUL JOSEPH PRETORIUS SC: No it's not necessary to go any further than you have in your statement, unless you specifically wish to.

MR ANGELO AGRIZZI: Okay, no sorry, I'm not following the statement Chair, sorry, I'm just telling you as it happened.

CHAIRPERSON: No that's fine.

MR ANGELO AGRIZZI: So then there was a company that was formed by Jared Mansell and his wife is Lisa, so they called L & J Civils, that's how they go the name L & J, so L & J Civils was an entity that they also used to handle things for Patrick Gillingham and Richmond Mti.

10 **ADV PAUL JOSEPH PRETORIUS SC:** The books of Grantfor and L & J Civils were they ever dealt with?

MR ANGELO AGRIZZI: Chair the books for L & J were dealt with, I would often walk into the office and Tony Perry would be sitting with Jared, Danny Mansell and they were busy with chequebooks and stubs and they were doing a reconciliation of what needed to be paid for Grantfor and there were payments then made by Bosasa to Grantfor.

ADV PAUL JOSEPH PRETORIUS SC: So Grantfor and L & J Civil were the companies that were used to purchase and construct, purchase for and construct houses to which you've referred elsewhere in your evidence both on the previous occasion and now.

20 **MR ANGELO AGRIZZI:** Correct.

ADV PAUL JOSEPH PRETORIUS SC: But Bosasa financed this through those two companies.

MR ANGELO AGRIZZI: That's right because afterwards you will recall that I said when we had to do clean-up for Gavin we couldn't really change the substance on the computer system that said Grantfor so what we had to do was pull the invoices and

change the invoices physically to reflect something totally different, instead of reflecting work done for Patrick Gillingham

ADV PAUL JOSEPH PRETORIUS SC: Yes but once again it appears that between Bosasa and the work it was doing or the work it was financing intermediary companies were used.

MR ANGELO AGRIZZI: Correct, always arm's length. I just want to see if there's anything I missed on my statement.

ADV PAUL JOSEPH PRETORIUS SC: Well you may just mention the information in paragraph 87.

10 **MR ANGELO AGRIZZI:** Yes even after leaving, even to today, Danny Mansell created a company, what happened was he was very nervous, so he wanted to get out of the country and he immigrated and he established a company over there, a company called Safe as Fences America, and it's got an American flag and I think a South African flag next to it on the logo, I can actually produce invoices that he would send through, and the agreement was that he would get 7 000 dollars per month for the rest of his life. He would just invoice Bosasa for consulting work done or work done from over there to here and that 7 000 US Dollars I would have to approve and I would have to send it off through the normal processes but that was an agreement reached with him and Gavin, and I questioned that agreement and I was told just shut-up you know, if you want to
20 ask too many questions, the door is right round the corner.

ADV PAUL JOSEPH PRETORIUS SC: So – yes, is that what you wanted to say?

MR ANGELO AGRIZZI: Yes.

ADV PAUL JOSEPH PRETORIUS SC: You deal in paragraph 88 with the role played by the then Company Secretary, Mr Tony Perry, tell the Chair about that please.

MR ANGELO AGRIZZI: This a very critical point in the testimony Chair because Tony

Perry was brought into Bosasa by Gavin Watson, Tony Perry had worked with Gavin Watson previously. There had been issues and there was court cases, I remember Tony telling me that there was court cases where he had to attest to certain things on behalf of Gavin and there was issues there, but I'm sure the investigators will find that all out, but he was responsible for writing up contracts and documenting deals.

Now I remember specifically the transaction that he did with Richmond Mti and Gavin Watson. That was the document if Chair remembers correctly that we had to look for and search for and eventually we found it now being who I am I was inquisitive, I made a copy of it, but I don't have a copy anymore, but on that document was an
10 agreement with *per diem* cost that was allocated and agreed upon between Gavin and Richmond Mti that would be paid as a commission and the signatories there was Gavin Watson and Richmond Mti and Tony Perry. So it's critical that that information – that Chair knows that, that document I can't find it for the life of me, and it's gone missing but Tony Perry was very closely associated with the Watson family and they kept him very close, so he did all the administration type of things, rebuilding the company, that was his task, it was to create a confused structure and handle the BEE stuff of the company, across agreements, that type of thing, setting up of new entities, because previously it was just Bosasa, so he was there from 2002/2001 if I recall correctly and he was involved with this whole process. He was ...(intervention)

20 **ADV PAUL JOSEPH PRETORIUS SC:** You say Tony Perry joined the Bosasa Group in about 2003?

MR ANGELO AGRIZZI: It was about then, 2002/2003 maybe. My dates Chair are what they are.

CHAIRPERSON: Yes.

MR ANGELO AGRIZZI: You know please bear in mind I'm working off a few notes here

and there, a few old books I might have but most of my stuff is still there.

CHAIRPERSON: Yes.

ADV PAUL JOSEPH PRETORIUS SC: Perhaps you should go to paragraph 90 then, you've dealt with 88 and 89 in general terms, and talk about the incident that happened early 2004.

MR ANGELO AGRIZZI: Okay, in 2004 the boardroom, the same boardroom where we met Cedric Frolick, Gavin was sitting in the boardroom, he would sit there and read the newspaper after ten o'clock, and he was sitting in the boardroom and he was – I remember the door was closed, but at that stage the boardroom was dry-walling, so
10 there was dry-walling between the loo and the boardroom, there was thin dry-walling, so whatever anybody said in the boardroom you would hear. I was in the loo and I was listening to this conversation and I was answering, I don't want to get too graphic but I was answering emails on my phone as well, so I was listening and I was answering emails and I heard Gavin say to Tony Perry just register it, don't argue with me, Richmond wants it and it must get done and that was regarding Leonora Investments which had to be registered by Tony Perry, so he was instructed by Gavin Watson to register Leonora Investments for Richmond Mti or the Leonora Trust, I can't remember if it was a trust or investment, but I remember that vividly.

ADV PAUL JOSEPH PRETORIUS SC: Then you deal in paragraph 93 with the
20 document that had gone missing. You will recall your evidence in January of this year where you spoke of a document actually signed by Gavin Watson, there were instructions to destroy documents, you destroyed documents but you retained a document signed by Gavin Watson.

MR ANGELO AGRIZZI: Correct.

ADV PAUL JOSEPH PRETORIUS SC: Is that the same document you are now talking

about it.

MR ANGELO AGRIZZI: That's the document I mentioned earlier.

ADV PAUL JOSEPH PRETORIUS SC: That is the document that you told the Chair that you did not destroy but you returned to Gavin Watson.

MR ANGELO AGRIZZI: I made a copy of it, so if I can take you back, I made a copy – when we found the document I didn't tell anybody I made a copy of it, I was still in my old house, I remember it, I drove up the driveway, quickly made a copy of it and then went back downstairs, got in the car and drove to Gavin's house.

ADV PAUL JOSEPH PRETORIUS SC: And it's that, on that occasion that Gavin
10 Watson according to your evidence and other evidence the document was destroyed and disposed of by Gavin Watson?

MR ANGELO AGRIZZI: That's the document he tore up, put in a bag, put water with it, made a mash out of it and flushed it down the toilet.

ADV PAUL JOSEPH PRETORIUS SC: Right, is that what you talk about in paragraph
93?

MR ANGELO AGRIZZI: That is correct.

ADV PAUL JOSEPH PRETORIUS SC: What did that document contain, remind the Chair please.

MR ANGELO AGRIZZI: That document was an agreement in terms of the catering
20 contract specifically and it mentioned another contract, I think it was a contract for accommodating youth at Luiperdsvlei, but that document there spelled out what the commission basis would be that Richmond Mti would receive.

ADV PAUL JOSEPH PRETORIUS SC: Right.

MR ANGELO AGRIZZI: And the person that drew up that document was Tony Perry.

CHAIRPERSON: Do you recall when it would have been more or less, I know it's a

CHAIRPERSON: Yes.

MR ANGELO AGRIZZI: With the person.

CHAIRPERSON: *Ja.*

MR ANGELO AGRIZZI: And whenever there is prepayments you know there is something fishy.

CHAIRPERSON: And you say you know that to the extent that Bosasa may still be having contracts with Government departments you say those prepayments have not stopped?

MR ANGELO AGRIZZI: I can talk about two occasions. One is Phezulu one is
10 Sondolo three, one is one of the youth centres where they did prepayments.

CHAIRPERSON: Yes, before any delivery was.

MR ANGELO AGRIZZI: Correct.

CHAIRPERSON: Effected, *ja.*

MR ANGELO AGRIZZI: Correct.

CHAIRPERSON: Okay, thank you.

MR ANGELO AGRIZZI: Sorry.

ADV PAUL JOSEPH PRETORIUS SC: Would you deal with the incidents in paragraph
124 and following please Mr Agrizzi?

MR ANGELO AGRIZZI: Chair the first time I was privy to seeing cash being paid
20 directly to Mti was when I attended the first visit to Mti's house and it is in a complex called Savannah Hills 101. I remember that, because you would have to tell security where you were going where Gavin paid him openly in front of me. It was not a secret. He just did it in front of me and I remember vividly if you walk through the house you always walk through the garage. There was a study on the right hand side. We went into the study. The study had a sliding side with a curtain. You move the curtain, the

safe was there and he would open up the safe with a key. It was a key safe not electronic and he would pack the money in there.

CHAIRPERSON:

ADV PAUL JOSEPH PRETORIUS SC: What was the amount on that occasion?

MR ANGELO AGRIZZI: R65 000.

ADV PAUL JOSEPH PRETORIUS SC: Sorry.

MR ANGELO AGRIZZI: R65 000

ADV PAUL JOSEPH PRETORIUS SC: 65 000, right and paragraph 125 you testify further as to factual evidence.

- 10 **MR ANGELO AGRIZZI:** Yes. There was a second occasion that I saw it which was when we met him in the restaurant called, now I am not too sure because I do not normally go to this restaurant. It was either Godfather or Godfather, but it in Rivonia. It is just off Rivonia Road. You turn on left. I was told to take, to meet Gavin there and you know we were there and we walked in and Mti was there and Gavin says no, I usually come here and this is where I meet with Mti and we had lunch. They had had, if I recall they had had lunch already and I just had a snack when I got there and I remember that they vividly, because when we were at the restaurant they were still doing renovations or they were busy working on renovations there and at the same time and it is not in my statement, but I was told to make a phone call. So the investigators
- 20 would be able to check my old records. I was told to make a phone call to a certain gentleman who I would call and it was because he had made statements about Bosasa that had been reported to Gavin Watson and upset Gavin and he told me immediately when I got there, phone this person tell him to stop his nonsense, so I know the person and I will give the records to the investigators, to corroborate the information I'm giving you.

CHAIRPERSON: Yes, yes.

MR ANGELO AGRIZZI: But basically it was I can't remember the exact day, but on that – it was a Friday afternoon he didn't have a uniform on and his car, which was a greyish metallic car (indistinct) was parked down – on the outside of the restaurant on the road and Watson's car was parked on the other side and while they were saying goodbye and that he opened his boot remotely...(intervention)

CHAIRPERSON: He being?

MR ANGELO AGRIZZI: Mti.

CHAIRPERSON: Yes.

10 **MR ANGELO AGRIZZI:** He opened his boot remotely and Gavin then took his briefcase out of his car's boot and he walked to the car and he – I remember he lifted up a brown satchel that had, like a crocodile print on it, it was normal, like a briefcase satchel, brown one with a crocodile type print on it and Gavin took the money out of his bag and put it into his back and then closed Mti's Touareg boot.

CHAIRPERSON: So this time it wasn't a security bag that was used?

MR ANGELO AGRIZZI: No it was a security bag.

CHAIRPERSON: It was a security bag.

MR ANGELO AGRIZZI: Ja it was a full security bag, it was bigger than normal.

CHAIRPERSON: Yes, do you estimate that the amount...(intervention)

20 **MR ANGELO AGRIZZI:** I estimated it because it was close proximity, I estimated it at about 150.

CHAIRPERSON: R150 000.

MR ANGELO AGRIZZI: R150 000 yes.

CHAIRPERSON: Okay.

MR ANGELO AGRIZZI: But it was eye opening to me because it was done in broad

daylight.

CHAIRPERSON: Yes, thank you.

ADV PAUL JOSEPH PRETORIUS SC: And then at paragraph 127 you talk about activities in Gavin Watson's vault.

MR ANGELO AGRIZZI: There were occasions where Gavin would call me to his vault when he was packing the cash, very similar to what you saw on the video but he would specifically count out the amounts for Mti and others and say to me to keep it with me till the morning. So he would give it to me, I would have to lock it in the boot of my car and the next morning I knew I would have to meet him at seven thirty or 7 o'clock at
10 the gates of Savanna Hills which was the complex where Mti was and I would always- well I would always be there early and he would arrive and then I would drive through the gate with him. So when we arrived at his house, I mean, this is how flippant it was, the one garage door would be open and you would walk through the garage door, there was always golf equipment and shoes and everything on the side, walk through the door and you'd go to the study and we would just wait there and then he would come down. There was a lady, a domestic that he had there all the years called, Vuyi, I even know her name, Vuyelwa was the domestic's name and she would bring us a tray with some coffee cups and coffee and hot water and that's how it happened and then every
20 time I'd have to take the bag out of the boot of the car and then go through and he would put the bag on his desk, he would unpack it and he was – and it would be packed in the safe.

ADV PAUL JOSEPH PRETORIUS SC: Before you go on to paragraph 130 the Chair will recall that video played of Gavin Watson and others in his vault where cash appeared to have been packed out. Was that, to your knowledge, a regular occurrence or a once-off occurrence?

MR ANGELO AGRIZZI: No these were monthly occurrences. I just want to add something you know I recall now, this must have been about 2010 because it was with the 2010 world games and I still remember he had a lot of memorabilia there and I said to him, come on give me some of your memorabilia, so he gave me a set of coins that were minted, I don't think the value is much but just so that I declared it now. So I remember it was about 2010...(intervention).

ADV PAUL JOSEPH PRETORIUS SC: Who gave you these coins?

MR ANGELO AGRIZZI: Mti.

ADV PAUL JOSEPH PRETORIUS SC: Do you still have them?

10 **MR ANGELO AGRIZZI:** No I gave them away, I thought they were gold they weren't.

ADV PAUL JOSEPH PRETORIUS SC: Paragraph 130 would you just deal briefly with it.

MR ANGELO AGRIZZI: So Mti was an avid golfer he would always spend time on the golf course – I did I thought they were gold Chair.

CHAIRPERSON: (Laughter)

MR ANGELO AGRIZZI: Sorry I detracted there, so Mti was an avid golfer and he would – he'd love his golf he was always on the golf course he always was with people and he played golf with some of the people in corrections and, you know, things start coming back now to me but I remember walking in one morning and Gavin says to me,
20 he says, all this I paid for all the golf clubs and he said look here's even a special one that was made specifically for him. Now I'm not a golfer but I believe he had to go to the pro shop and they have like a bespoke section where they make golf clubs as well and you practice and he explained the whole thing to me and they made it according to him as well. So that I recall that all the golf clubs had been bought and as I said to the investigators an easy analysis is to take an analysis of all the credit cards of Gavin

Watson, he's not a golfer and you'll see the golf clubs have been paid by Bosasa all the credit cards that he owns are credit cards paid for by Bosasa, so Bosasa would have reflected with making payments for the golf clubs but there were various other incidents Chair. There was once incident where there's a clothing shop in Sandton, I'm not going to mention the names well it's up to the advocate if I must...(intervention)

ADV PAUL JOSEPH PRETORIUS SC: It's in your statement as public knowledge.

MR ANGELO AGRIZZI: So there's a – I was taken to a shop and I was told there's account here, just get them paid please and it's a little shop called Greys in Sandton City and I remember it vividly because you go up the escalator coming from the square
10 side – I don't shop there personally but you go up the escalator and it's on the left-hand or the right-hand side, one of the two, it's a bit confusing but I remember going into the shop and having to get the slips and then having to get them paid and there's a short Xhosa speaking man there that he only dealt with the Watson's and with Mti and I remember one day as well just going in there and I thought let me have a look and buy a pair of – I actually was going in there, sorry, to buy a shirt for Gavin Watson for his birthday present from the company and I walked in there and the short gentleman said to me, oh by the way when is Mti coming back because there's a sports jacket which I altered for him, a Boss sports jacket. So if the investigators go there, they will pick up all these records and Gavin Watson's size – Mti is my size so you'd be able to
20 differentiate on the sizes bought. There was another incident where I went – I was down in December, I used to go look at – visit the old people down there and I was – I got a call from Mti which was strange that I got the call in December and I thought, ag Gavin must have his phone off so he asked me where I was and I said, no I'm in Umhlanga and at that stage I was at the shopping centre at Umhlanga I was having, I think a lunch or something with my family and he says oh meet me I've just found a

nice shop here in Umhlanga and it was up the road. So I said alright well – I wasn't about to debate or not and he went to specifically a rescue shop. It's a shoe shop that imports Italian shoes, and I know the shop because I, once or twice have been in the shop and I've spoken to the lady there and it's got a nice heritage because they make shoes for the Pope. So that's why I went in there and, you know, I bought one or two pairs for myself but they're very expensive shoes and he'd found two pairs of shoes that he really liked and I phoned Gavin – I walked outside quickly and phoned Gavin and he said sort it out and it was R19 000 for the two pairs of shoes and I paid for it and – well my credit card wouldn't take any more so that was maxed out then he just said

10 use your Bosasa credit card and just pay for it.

So you'll see these type of things on my credit card slips. Then unfortunately my statement doesn't run chronologically but I see there when – ja this is important because when Mti resigned from Correctional services Gavin Watson – I was sitting with Doc Smith at the time, Gavin Watson came in and he said he's just gone through Mti's new employment contract the 2010 FIFA World organising committee and he wanted Doc to have a look at it, he was very proud of the matter and a few weeks later then Sondolo IT was appointed...(intervention).

CHAIRPERSON: I'm sorry Mr Agrizzi, my recollection from either your previous evidence of the evidence of other witnesses – I think your evidence, my recollection is

20 that you said Mti left Correctional Services, I think end of 2007.

MR ANGELO AGRIZZI: I think it was 2007/2008.

CHAIRPERSON: And the world cup was in 2010.

MR ANGELO AGRIZZI: That's correct.

CHAIRPERSON: So in the light of that, I wonder if that first sentence is correct to say when Mti resigned as the Commissioner of the Department of Correctional Services,

you recall Gavin Watson coming to me to say he had just gone through Mti's new employment contract with the 2010 FIFA organising committee.

MR ANGELO AGRIZZI: Chair I remember it was before the 2010 world cup because he was appointed into the organising committee.

CHAIRPERSON: Oh much earlier?

MR ANGELO AGRIZZI: Yes and I'll tell you why I know that for a fact is because I assisted him drafting the security plan for the world cup.

CHAIRPERSON: Because the organising committee of course existed much earlier.

MR ANGELO AGRIZZI: Yes.

10 **CHAIRPERSON:** Okay.

MR ANGELO AGRIZZI: And I remember it because I had to – I was called to a meeting where I had to draft the security plan for the world cup with Mti and I – he still complimented me because he got a standing ovation in Switzerland, I think where he presented it.

CHAIRPERSON: Yes and who got the standing ovation?

MR ANGELO AGRIZZI: Mti got it, I did the work, I did all the paperwork, I had to do it, I was instructed to do it by Gavin, so I did the presentation for him and the – I still might have a copy of it. So a few weeks later after this appointment, then Sondolo IT was appointed to set up the bi-metric and access control systems for the organising
20 committee offices. So I remember because it was a problem a minute, there was no tender or anything like that but it was a major problem because I remember that we had a major – Danny Jordaan would have to go and get in and his bi-metrics wouldn't always work so there was a constant running up and down to sort it out so I remember it vividly as well.

CHAIRPERSON: Wasn't Mr Mti's involvement with the world cup organising committee

on the basis of him being employed as such or was he bringing in a business that he was going to get some business – I don't have the tenders but – or you don't know?

MR ANGELO AGRIZZI: I think the pressure was too much in the press and with the SIU report had come out in 2009 that maybe that was the intention, I don't know but there was no – he was working for them.

CHAIRPERSON: Ja.

MR ANGELO AGRIZZI: So he was working for Danny Jordaan.

CHAIRPERSON: Okay thank you.

MR ANGELO AGRIZZI: And then after 2010 Mti had one meeting with Gavin Watson, myself was very concerned because of the SIU reports and he had to show some sort of income into his bank accounts. So – and this Chair is where this whole thing goes really bad because now, like with my son, now I've got to involve my brother. So Gavin Watson says to me, oh but your brother's got a business you must put Mti there.

ADV PAUL JOSEPH PRETORIUS SC: What was Mti's request?

MR ANGELO AGRIZZI: Well his request was that he gets employed by a company.

CHAIRPERSON: Was he out of the organising committee...(intervention).

MR ANGELO AGRIZZI: Yes he had just left the organising committee, it was about six month, eight months, so it was 2011 probably.

CHAIRPERSON: Oh okay oh so after the world cup?

20 **MR ANGELO AGRIZZI:** Yes.

CHAIRPERSON: Yes.

MR ANGELO AGRIZZI: So I was duped into this thing and I took him to my brother and my brother is – literally we raised - I raised him, my parents died when we were very young so – he stayed with me and went through schooling and that. So the problem is that now I was kind of in a stick because I'm going to try and please the two

gentlemen here and I've got to – and I know my brother is not going to be happy with me because he's straight down the line and he's going to be upset. So Mti went and had a look at the place and I took him there I said, well...(intervention).

ADV PAUL JOSEPH PRETORIUS SC: This is your brother's place?

MR ANGELO AGRIZZI: Yes it's a small – at that stage it was a small business he started with a bit of help from me, well he actually started by himself and then I helped him grow it and it was a small business in the manufacturing – and he wasn't happy with me at all and Mti just said, no, no I want to buy a part of this business and he wrote out two cheques to make it look authentic and Gavin was on my back to say here you
10 must help him out you know and your brother needs BEE to grow and all this and my brother wasn't interested, I don't even know if he cashed the cheques, I don't think he did but Gavin was very concerned that he had to keep Mti (indistinct) him all these people content because the SIU report had come out and everybody was very jittery and they knew – and Gavin knew that if Mti and Gillingham turn on him then – I mean I could turn on him he wasn't worried about me turning but if Mti and Gillingham turned on him then he would be caught out as the main architect of everything. So he was very pressurised to keep them happy and content so he would do anything to make them happy. So at a later stage then I had to arrange a meeting with Mti and the
20 attorney to reassure Mti that the process was under control and that he would be protected. So it was at that specific meeting that Mti explained as well, to the attorney Brian Biebuyck that he was told by Nomgcobo Jiba to do a letter regarding the representation regarding the accused and why prosecution should not take place. So if you recall that letter that I had the document and handwritten notes I had made copies of that and given the originals to him – to Brian Biebuyck and he then sat in that meeting and explained the set-up of how this thing must happen to Brian Biebuyck and

based on that a letter was drafted. Now I'm trying to get a copy of the letter as well that was drafted and that was after consultation but it was at that specific meeting as well that Mti said he had met with the lady and that's what happened. So a further meeting then took place which was – Gavin insisted on it, my brother's new premises because he had moved premises he had grown and I had helped him get another premises which was attended by Gavin Watson and Mti as well as myself and where Gavin tried to coerce my brother into taking on Richmond Mti again but my brother, understanding the predicament I was in, I was sitting there, I had this looming case where I'm mentioned as the CEO in the SIU report and my brother knew about it because we're
10 open with each other and he just skirted the issue until we left and then I've made other testimony in the previous affidavit, I think, where I state that a payment needed to go to Mti but it had to go through my brother's company and after one or two he said that's it, he's not doing this anymore for nobody, not even for me.

I testified already regarding the documents I received from the MPA and I handed those with the handwritten note, the originals to Brian Biebuyck. Brian Biebuyck then sought advice on the matter, Brian then produced a lengthy document addressed to the NDPP it was dated the 28th of September 2010. I recall that date...(intervention).

ADV PAUL JOSEPH PRETORIUS SC: NDDP should be NDPP?

20 **MR ANGELO AGRIZZI:** Ag sorry.

ADV PAUL JOSEPH PRETORIUS SC: No just for the record.

MR ANGELO AGRIZZI: Sorry my apologies.

ADV PAUL JOSEPH PRETORIUS SC: Carry on.

MR ANGELO AGRIZZI: This information, this representation made was pursuant to the meeting with Mti – sorry Chair am I talking loud enough?

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

10 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

20 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

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

Watson pact paragraph 149.

MR ANGELO AGRIZZI: So this pact Chair was started and there were roles defined, so Gavin defined the roles, he would handle anything political we were not to get involved with it, he would caucus he would work with Sesinyi Seopela and Richmond Mti and that's how they would Caucus it because Seopela is very influential in the MPA and the Hawks and all that, so they would work that. In terms of the finances, getting bonds, getting any – dealing with the banks, Andries van Tonder was responsible for that but one thing that Gavin insisted on is that when you go and see FNB who was the bankers, if you go and see them, because they would always raise queries, you take
10 Kevin with you and you play this as a political attack on a BEE company and Kevin was a master at doing that, I mean, he had written all these books and he's a very intelligent man so when he came into the meeting, the banks sat and listened. So that would often secure their confidence in the process whenever there was negativity and of course when he wrote the book, The Assault on the Rand, everybody sits up and listens when the man walks into the room. I would have to deal with the – make sure the operational business runs well so that no one can ever say we did a bad thing operationally so the business itself had to run well, the food had to be good, security service had to be good and all that but I also had to deal with the legal aspects, he did not want anybody else dealing with the – he didn't actually want his family knowing
20 about it. At that stage Sonja Jonker was the attorney and she was best suited to handle the legal – he said no, you handle it I want you to deal with Brian Biebuyck directly and you handle all legal aspects with Brian Biebuyck and you report back to me on it. So that was the pact, my responsibilities as well was to make sure that Patrick Gillingham didn't jump ship and to make sure that Danny Mansell was kept happy overseas, that was given to me, I was told to do that.

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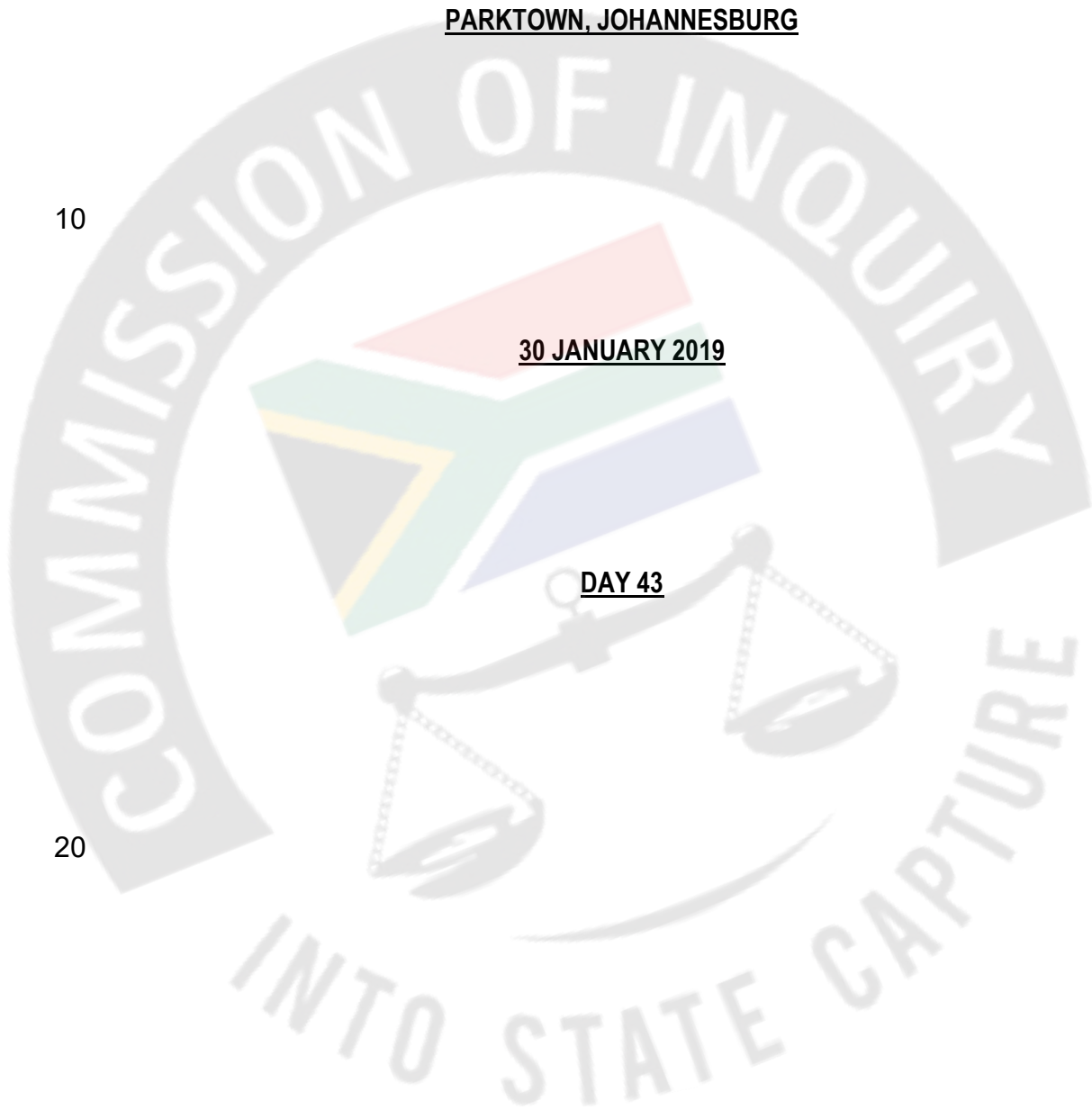
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Mr Gavin Watson when you first received the content of the SIU report?

MR ANDRIES JOHANNES VAN TONDER: Yes, I was in Paris, Chair.

ADV PAUL PRETORIUS SC: After that were you given certain functions to perform and instructions from Gavin Watson?

MR ANDRIES JOHANNES VAN TONDER: It included but was not limited to attending concerns raised by banks, auditors and I was told to be vigilant of any potential incriminating documents which, including invoices that I might come across.

ADV PAUL PRETORIUS SC: What type of invoices?

MR ANDRIES JOHANNES VAN TONDER: Those invoices, the invoices that might
10 incriminate the company.

ADV PAUL PRETORIUS SC: What were you supposed to do with those documents?

MR ANDRIES JOHANNES VAN TONDER: I was supposed to bring it under the attention of Mr Gavin Watson and he would do with it whatever he felt fit.

CHAIRPERSON: Do you want to give us an example or two of the types of invoices that would fall under this category which you had to be careful about?

MR ANDRIES JOHANNES VAN TONDER: Yes, it was invoices for example for houses that were built.

CHAIRPERSON: Built for whom?

MR ANDRIES JOHANNES VAN TONDER: It was built for Mr Mti and Mr Gillingham.

20 **CHAIRPERSON:** Okay.

ADV PAUL PRETORIUS SC: How were these invoices or the expenses reflected on these invoices accounted for in the books of Bosasa?

MR ANDRIES JOHANNES VAN TONDER: As far as I can recall it was accounted in the books of Bosasa in the normal way as if it was expenses or capital expenses that was incurred by the company itself, because at the time there was a lot of renovations

tells us to do. That is how I interrupted it Chair.

CHAIRPERSON: Did you get any benefits out of it yourselves that is yourself and Mr Agrizzi?

ANDRIES JOHANNES VAN TONDER: We got the property as a benefit Chair.

CHAIRPERSON: Okay, thank you.

ADV PAUL PRETORIUS SC: Synchro Prop was ultimately liquidated?

ANDRIES JOHANNES VAN TONDER: That is correct Chair.

ADV PAUL PRETORIUS SC: Was the property previously owned by Synchro Prop transferred?

10 **ANDRIES JOHANNES VAN TONDER:** That was – that is correct Chair.

ADV PAUL PRETORIUS SC: To whom or what entity?

ANDRIES JOHANNES VAN TONDER: It was transferred to another entity called Spilacraft CC which belongs to Angelo Agrizzi and myself.

ADV PAUL PRETORIUS SC: Do you know whether Patrick Gillingham and Linda Mti ever had houses built for them?

ANDRIES JOHANNES VAN TONDER: Yes I was – I am – I was aware of it Chair.

ADV PAUL PRETORIUS SC: Tell the Chair of what you were aware please?

ANDRIES JOHANNES VAN TONDER: I was aware that Bosasa paid for houses built for Patrick Gillingham and Linda Mti. Danny Mansell handled the arrangements for
20 payments on these houses.

ADV PAUL PRETORIUS SC: What was your involvement?

ANDRIES JOHANNES VAN TONDER: My involvement was basically to sign off on invoices where applicable.

ADV PAUL PRETORIUS SC: Invoices to whom?

ANDRIES JOHANNES VAN TONDER: Invoices to contractors who was involved

building the houses.

ADV PAUL PRETORIUS SC: Right suppliers as well?

ANDRIES JOHANNES VAN TONDER: Yes where applicable yes, yes Chair.

ADV PAUL PRETORIUS SC: Right these expenses incurred by Bosasa in building these houses how were they reflected in the Bosasa accounts – books?

ANDRIES JOHANNES VAN TONDER: It was reflected as construction work done in the books of Bosasa. Because as I have explained previously Chair at the time there was a lot of building operations that went on within Bosasa and it was just absorbed in that. To the best of my knowledge that is how it was absorbed. It was never shown
10 separately or anything or anything.

ADV PAUL PRETORIUS SC: And what was SARS told?

ANDRIES JOHANNES VAN TONDER: Well it was reflected to SARS obviously as expenses in the books of Bosasa.

ADV PAUL PRETORIUS SC: Genuine operational expenses or capital expenditure expenses?

ANDRIES JOHANNES VAN TONDER: Well it would have been – it would have been both capital and operational Chair where applicable.

ADV PAUL PRETORIUS SC: Alright and was SARS informed of the true situation?

ANDRIES JOHANNES VAN TONDER: SARS was not informed of the true situation
20 Chair.

ADV PAUL PRETORIUS SC: Do you recall signing off any particular invoices in regard to the construction of the houses of Messrs Gillingham and Mti?

ANDRIES JOHANNES VAN TONDER: I recall signing off invoices yes Chair.

ADV PAUL PRETORIUS SC: Any particular invoices?

ANDRIES JOHANNES VAN TONDER: To a company called Riekele Construction.

ADV PAUL PRETORIUS SC: Any other company?

ANDRIES JOHANNES VAN TONDER: That is the only one I can recall Chair.

ADV PAUL PRETORIUS SC: You mention another company in paragraph 86. Does that jog your memory?

ANDRIES JOHANNES VAN TONDER: Oh yes, yes. It was a company called Grande Four Ranches which was owned by Danny Mansell and which – through which payments were also done to – for purposes of these houses being built.

ADV PAUL PRETORIUS SC: Did you also sign off invoices for work done on houses of members of the Watson family?

10 **ANDRIES JOHANNES VAN TONDER:** Yes I did Chair.

ADV PAUL PRETORIUS SC: Do you know how these expenses were accounted for in the books of Bosasa?

ANDRIES JOHANNES VAN TONDER: No Chair at that time I was really side lined. I did not have any access into the books of Bosasa operations and therefore I do not – I cannot tell you first – from first-hand knowledge on how it was accounted for in the books.

ADV PAUL PRETORIUS SC: Right. The next issue you deal with Mr Van Tonder is the fate of documents in Bosasa's offices. I presume that is the office park?

ANDRIES JOHANNES VAN TONDER: That is correct Chair.

20 **ADV PAUL PRETORIUS SC:** You say that you received a call on a Sunday morning?

ANDRIES JOHANNES VAN TONDER: That is correct Chair.

ADV PAUL PRETORIUS SC: Tell the Chair what happened please?

ANDRIES JOHANNES VAN TONDER: I received a call from Gavin Watson early on a Sunday morning. I cannot recall the date.

ADV PAUL PRETORIUS SC: More or less when?

ANDRIES JOHANNES VAN TONDER: It was at the time of the SIU investigation Chair.

ADV PAUL PRETORIUS SC: Before the report had been issued?

ANDRIES JOHANNES VAN TONDER: Yes Chair.

ADV PAUL PRETORIUS SC: Okay please go on.

ANDRIES JOHANNES VAN TONDER: I received a call to meet him at the Bosasa offices and he also called Angelo Agrizzi to meet him at the offices.

ADV PAUL PRETORIUS SC: Do you know where Mr Agrizzi was at the time?

10 **ANDRIES JOHANNES VAN TONDER:** He was at the Madikwe Game Reserve at the time Chair.

ADV PAUL PRETORIUS SC: Alright. So you receive the call, what do you do?

ANDRIES JOHANNES VAN TONDER: I left everything like always and I drove to Gavin Watson – to meet Gavin at the offices – Bosasa offices where he mentioned to me that we have to clean up all possible evidence that might incriminate himself and Bosasa in terms of unlawful activities.

ADV PAUL PRETORIUS SC: Did Mr Watson explain why suddenly this instruction came from him?

ANDRIES JOHANNES VAN TONDER: He said he had – he received information that the Bosasa offices would be raided the next day.

20 **ADV PAUL PRETORIUS SC:** Please detail the instruction that Gavin Watson gave you and we are now at paragraph 91.

ANDRIES JOHANNES VAN TONDER: Well Gavin Watson instructed myself and Angelo Agrizzi to go through all the safes, employee's drawers, etcetera to ensure that any possible sources of incriminating evidence would be removed and destroyed.

ADV PAUL PRETORIUS SC: Did Gavin Watson in giving you this instruction express

any concerns?

ANDRIES JOHANNES VAN TONDER: Gavin Watson was concerned. He kept on saying we cannot leave these premises until we are hundred percent sure and certain that all possible incriminating documents were removed and yes that was his concern.

ADV PAUL PRETORIUS SC: You have described in your evidence now the documents as containing incriminating evidence can you provide a little more detail? What documents were you to look for?

ANDRIES JOHANNES VAN TONDER: It was documents related to all tenders, government tenders and businesses that he had – and business that he had – business
10 dealings he had with government entities. Detail would be possible incriminating invoices such as the travel invoices as I have explained to you before Chair. It would be work done on houses built and – but it – I recall it was the documents that we removed were mainly tender related documents Chair.

ADV PAUL PRETORIUS SC: Right did you go and look for these documents?

ANDRIES JOHANNES VAN TONDER: I was there myself yes Chair.

ADV PAUL PRETORIUS SC: Did Mr Agrizzi also go and look for documents?

ANDRIES JOHANNES VAN TONDER: Yes myself, Gavin Watson, Angelo Agrizzi went through and search for possible incriminating documents.

ADV PAUL PRETORIUS SC: Were these documents collected in one place after the
20 search?

ANDRIES JOHANNES VAN TONDER: Yes. Gavin – I just – if I may Chair I just want to add something. Gavin Watson went – personally went through all the documents in his own walk-in vault.

ADV PAUL PRETORIUS SC: Are these other documents?

ANDRIES JOHANNES VAN TONDER: Yes they are yes, yes. The documents that Mr

Watson stored personally himself.

ADV PAUL PRETORIUS SC: Do you know what these documents were? Mr Agrizzi gave evidence in relation to files that appeared on the video that we have talked about this morning.

ANDRIES JOHANNES VAN TONDER: It was tender related documents and I recall there were quite a few computer CD storage discs, CD discs. I do not know what was stored on these discs or the content. I never dealt with it myself.

ADV PAUL PRETORIUS SC: What happened then? You say you collected documents, you gathered these documents together, you noted that Gavin Watson
10 went through the documents in his walk-in vault, what happened then?

ANDRIES JOHANNES VAN TONDER: Well we met Gavin Watson at his house and that is where I recall Gavin Watson giving a lady called Ms Lindie Gouws a metal tin box with some cash in it for safekeeping?

ADV PAUL PRETORIUS SC: How big was this box?

ANDRIES JOHANNES VAN TONDER: It was about 50 centimetres long and I recall it was about 10 centimetres high. So it was – no it was longer. It was – it was about 60 centimetres long and it was about 10 centimetres deep.

ADV PAUL PRETORIUS SC: And how do you know there was cash in the box?

ANDRIES JOHANNES VAN TONDER: I saw it Chair.

20 **ADV PAUL PRETORIUS SC:** What happened with these documents subsequently?

ANDRIES JOHANNES VAN TONDER: Which paragraph are you now Chair?

ADV PAUL PRETORIUS SC: 94.

ANDRIES JOHANNES VAN TONDER: 94. These documents were taken to a farm near Mooinooi in the North West Province and it was stored there in safes in a small outside building. These safes were installed by Bosasa.

ADV PAUL PRETORIUS SC: Do you recall how long the documents remained there?

ANDRIES JOHANNES VAN TONDER: The documents were kept there for approximately two years Chair.

ADV PAUL PRETORIUS SC: And after two years what happened?

ANDRIES JOHANNES VAN TONDER: After two years myself and Angelo Agrizzi collected these documents and CD discs and took it to Buffelspoort Dam where it – where we burned the content in the – in the – in a metal drum.

ADV PAUL PRETORIUS SC: Alright why did you do that?

ANDRIES JOHANNES VAN TONDER: To destroy evidence.

10 **ADV PAUL PRETORIUS SC:** Did you do that of your own accord? In other words...

ANDRIES JOHANNES VAN TONDER: It was under the instruction of Gavin Watson – from Gavin Watson to go and destroy the documents Chair.

ADV PAUL PRETORIUS SC: Did you burn all the documents that had been stored in this fashion and at this time?

ANDRIES JOHANNES VAN TONDER: No there was one document that we did not burn Chair.

ADV PAUL PRETORIUS SC: Do you know anything about the relevance of this agreement?

20 **ANDRIES JOHANNES VAN TONDER:** I did not understand the relevance of this agreement but Angelo Agrizzi told me that Gavin Watson was looking for this agreement and it was basically an agreement – he told me it was an agreement between Gavin Watson and Linda Mti.

ADV PAUL PRETORIUS SC: Alright so having concluded your business at the metal drum at the Buffelspoort Dam what did you then do?

ANDRIES JOHANNES VAN TONDER: We drove back from Buffelspoort Dam to Gavin

services that was prepared for him by the Bosasa team.

CHAIRPERSON: Who was he making the presentation to?

MR FRANS HENDRIK STEYN VORSTER: He was making the presentation with Danny Mansell to senior management of Correctional Services.

CHAIRPERSON: And you say that presentation had been prepared by the Bosasa team?

MR FRANS HENDRIK STEYN VORSTER: That is correct Chair.

CHAIRPERSON: Was through that presentation was it intended to persuade management of Correctional Services that outsourcing the catering functions was the
10 right thing to do?

MR FRANS HENDRIK STEYN VORSTER: That is correct Chair. According to them it was needed to outsource it would save Correctional Services a lot of money.

CHAIRPERSON: Okay.

ADV ZINHLE BUTHELEZI: Thank you Chair. And the CFO that is mentioned in paragraph 12 is Mr Tshivhase did you at any stage had meeting with this person?

MR FRANS HENDRIK STEYN VORSTER: I never met with Mr Tshivhase.

ADV ZINHLE BUTHELEZI: Thank you. And you deal with the relationship that Mr Gavin Watson had with Mr Linda Mti can you elaborate on that?

MR FRANS HENDRIK STEYN VORSTER: Gavin Watson had a good and close
20 relationship with Mr Mti the Commissioner of Correctional Services and that led to Mr Gillingham be appointed in procurement for the tenders and from there he was appointed CFO and he was basically used as the driver of the process. Because Mr Mti could not drive the process. He had to approve. So the driver that was needed was Patrick Gillingham and he drove the process so that Mr Mti could approve the process.

CHAIRPERSON: Okay.

MR FRANS HENDRIK STEYN VORSTER: Well it was common knowledge that we had to or the rumour, not the rumour, those that were close, Patrick told me that we are busy building a house for him and we also used Riaan Hoeksma from Riekele Construction that was well known to me as the person the builder building the house.

So I was aware of the house that was built for Mr Gillingham.

ADV ZINHLE BUTHELEZI SC: Yes, and other than Mr Gillingham did you build houses for any of the Correctional Services officials?

MR FRANS HENDRIK STEYN VORSTER: Well I was aware of the house of Mr Mti at Savannah Hills that Mr Hoeksma also built for the company for Mr Mti to stay in the house.

ADV ZINHLE BUTHELEZI SC: And who was Mr Hoeksma?

MR FRANS HENDRIK STEYN VORSTER: Riaan Hoeksma.

ADV ZINHLE BUTHELEZI SC: And his relationship with the company?

MR FRANS HENDRIK STEYN VORSTER: Well Riaan Hoeksma like I said he became a service provider to the group through my father at that stage as my father was heading up procurement and we did a lot of maintenance especially on the kitchens on the hostels, we build it, big high walls around the Lindela facility, around the two North hostels and around the Luiperdsvlei hostel where also later changed Luiperdsvlei to the prawn farm that would also be discussed later in the SARS query that will also come up in my statement.

ADV ZINHLE BUTHELEZI SC: Yes, and in paragraph 20 you state that the full details for these purchases would be in Bosasa's accounts? Were these houses paid directly by Bosasa?

MR FRANS HENDRIK STEYN VORSTER: Okay 20 refers to the vehicle not the houses, but it was the houses were not paid directly so if you do not know where to

look you will not – you will not find, but it was indirectly paid through – Bosasa paid for the houses, but they had many ways as I just explained on the one vehicle they used various companies and ways and means to deal with that. So you will not just go there and just pick it up, because the external auditors could not pick it up.

ADV ZINHLE BUTHELEZI SC: Yes.

MR FRANS HENDRIK STEYN VORSTER: So if you do not know what to look for and where to look for you will not be able to get the invoices, but it did go through the books.

ADV ZINHLE BUTHELEZI SC: Yes, and the vehicles that you referred to in
10 paragraph 20 you now referred to the vehicle that was also purchased Mr Mti. Did you take part in securing that vehicle?

MR FRANS HENDRIK STEYN VORSTER: Again I was instructed in 2005 to procure a vehicle for Mr Mti. It was a VW Toureg V8 silver in colour. I did the whole deal – I negotiated the whole deal, the vehicle was purchased from Lindsey Suiker Krugersdorp and I was not part of the finances. How they handled the finances on that deal. What happened the SIU started with their investigation a bit later in 2007/8 I think, I got a phone call from the dealership and said hey SIU is here, they are asking a lot of questions about Mr Mti's vehicle and what needs to be done and I said well give them the answers and they then said okay, what they are going to do, they will assist them,
20 but they will not hand over the file to them.

So the file was taken away from the dealership and the file was destroyed by myself.

CHAIRPERSON: Did you take it from the dealership?

MR FRANS HENDRIK STEYN VORSTER: They phoned me, I went to the dealership, I collected the file, I did not even check what was in the file, I placed the orders

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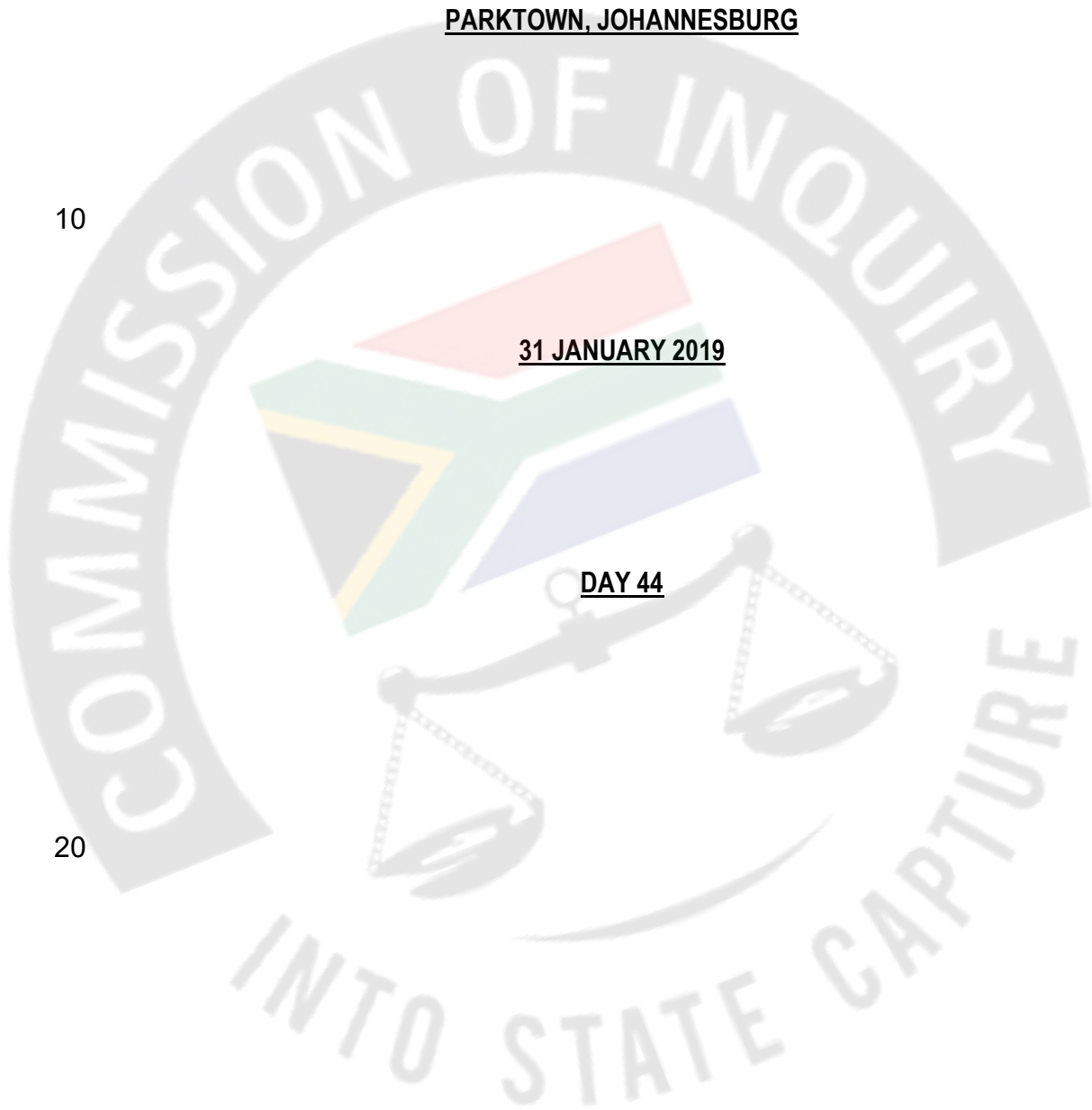
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CHAIRPERSON: Second visit?

MR RICHARD LE ROUX: Yes.

CHAIRPERSON: Okay.

MR RICHARD LE ROUX: When we were there to do the installation Chair.

CHAIRPERSON: Ja, okay.

MR RICHARD LE ROUX: Sorry.

CHAIRPERSON: When you were with your team?

MR RICHARD LE ROUX: That is correct Chair.

CHAIRPERSON: Okay.

10 **ADV REFILWE MOLEFE SC:** And on the second visit was Mr Mathenjwa there?

MR RICHARD LE ROUX: No, Chair.

ADV REFILWE MOLEFE SC: Thank you. Can you then move onto the next project which you speak of in paragraphs 43 and 44? In respect of whose property was this project undertaken?

MR RICHARD LE ROUX: Richmond Mti, Chair.

ADV REFILWE MOLEFE SC: And on whose instruction was this project undertaken?

MR RICHARD LE ROUX: I was instructed by Gavin Watson with Angelo Agrizzi's knowledge.

ADV REFILWE MOLEFE SC: Can you recall how many properties were attended to?

20 **MR RICHARD LE ROUX:** Two properties, Chair.

ADV REFILWE MOLEFE SC: And where were the properties located?

MR RICHARD LE ROUX: The one was Greenbushes and the other one was Colchester Chair.

ADV REFILWE MOLEFE SC: And where, where, where about is that?

MR RICHARD LE ROUX: In the Eastern Cape.

ADV REFILWE MOLEFE SC: So both properties were in the Eastern Cape?

MR RICHARD LE ROUX: That is correct Chair.

ADV REFILWE MOLEFE SC: And can you recall when these properties were attended to?

MR RICHARD LE ROUX: I cannot recall the dates.

ADV REFILWE MOLEFE SC: And when you went to this property were you accompanied by any of your colleagues?

MR RICHARD LE ROUX: No, the initial site survey was done by myself. Can I elaborate a little bit more on it?

10 **CHAIRPERSON:** Ja.

MR RICHARD LE ROUX: What happened was I had gone to the airport and funny enough Gavin Watson was on the same flight as me to PE that day and he asked me what was I doing at the airport and I said to him that I was going down to Mr Mti's residence to go and do the survey of the plot and his residence at Colchester and he said to me just make sure you get it done and done ASAP please.

CHAIRPERSON: Now obviously he was not aware of your trip to these residences. Who had given you instructions to go to these residences?

MR RICHARD LE ROUX: Angelo Agrizzi, Chair.

CHAIRPERSON: Okay.

20 **ADV REFILWE MOLEFE SC:** Okay and when Mr Angelo Agrizzi gave you these instructions were you given a timeline within which to visit the properties?

MR RICHARD LE ROUX: No, there was no timeline given.

ADV REFILWE MOLEFE SC: You were explaining to the Chair that you went on your first visit for a site survey?

MR RICHARD LE ROUX: That is correct Chair.

ADV REFILWE MOLEFE SC: Was it in respect of both properties?

MR RICHARD LE ROUX: That is correct Chair.

ADV REFILWE MOLEFE SC: And in respect of both properties did you ever return?

MR RICHARD LE ROUX: Yes, we did Chair to do the installation.

ADV REFILWE MOLEFE SC: And what work was done?

MR RICHARD LE ROUX: At the Greenbushes residence a full 21 strand electric fence was installed and perimeter safety lighting was installed.

ADV REFILWE MOLEFE SC: And at the second property?

MR RICHARD LE ROUX: A full electric.

10 **CHAIRPERSON:** I am sorry. I am sorry. Maybe we must do a correction there, paragraph 43.1. You said full 21 strand electric fence was installed and perimeter safety lighting?

MR RICHARD LE ROUX: That is correct Chair.

CHAIRPERSON: Should we put and?

MR RICHARD LE ROUX: Please Chair.

CHAIRPERSON: Okay, thank you. Thank you.

ADV REFILWE MOLEFE SC: Thank you Chair. Please proceed and what work was done at the second property?

20 **MR RICHARD LE ROUX:** At the Colchester residence a full electric fence perimeter lighting and repairs to the alarm system were undertaken.

ADV REFILWE MOLEFE SC: Can you recall whether this work was done at the same time?

MR RICHARD LE ROUX: It was.

ADV REFILWE MOLEFE SC: At the respective, sorry.

MR RICHARD LE ROUX: Both.

ADV REFILWE MOLEFE SC: At the respective properties?

MR RICHARD LE ROUX: Both properties were done at the same time. The team went down. We left two people at the one property and two people went to the second property. The two at the second property, the Colchester property, which was smaller than the first property, when we finished that installation we moved over to the first installation and assisted the other two, the other two technicians to finish that installation.

ADV REFILWE MOLEFE SC: So the work was done on the same day?

MR RICHARD LE ROUX: It was done over a, over a period of three weeks.

10 **ADV REFILWE MOLEFE SC:** So you stayed with your colleagues in Port Elizabeth for three weeks?

MR RICHARD LE ROUX: That is correct Chair.

ADV REFILWE MOLEFE SC: And did you ever return to any of the properties?

MR RICHARD LE ROUX: We did Chair. I cannot say how many times, but we did return to that property to sort out issues with the electric fence, because what would happen is the cattle that was on the property would bump the electric fence and it would bend the wires and we had to sort that out and the Colchester residence because of the, the, the, the climate there it would eat through the wires and things like that. So we would have to replace the wires and things like that on the Colchester
20 property.

CHAIRPERSON: Once again also you are quite clear about these residences?

MR RICHARD LE ROUX: I am Chair. If I had to, if you.

CHAIRPERSON: [Intervenes].

MR RICHARD LE ROUX: Sent me with the investigator I would be able to take you to the properties.

CHAIRPERSON: Yes, thank you.

ADV REFILWE MOLEFE SC: And you say that you could not recall the period in which the properties were visited?

MR RICHARD LE ROUX: I cannot recall the period.

ADV REFILWE MOLEFE SC: But in your earlier evidence you did state that these Special Projects rather were undertaken between the years 2013 to 2017. Do I have it correctly?

MR RICHARD LE ROUX: That is correct when I left Special Projects.

ADV REFILWE MOLEFE SC: Yes and can you recall what was the estimate project
10 cost in respect of both these properties?

MR RICHARD LE ROUX: The approximate cost for both properties was R350 000
Chair.

ADV REFILWE MOLEFE SC: And again do you base it on the same basis of invoices?

MR RICHARD LE ROUX: Well, well the invoices and you must remember at, at, at the sea, at the coastal areas you would use a different type of electric fence that could handle those; that that, that climate at the end of the day. So that is that is based on that cost.

ADV REFILWE MOLEFE SC: And the same payment process was followed?

MR RICHARD LE ROUX: Cash would be collected and cash would be paid to the
20 suppliers yes.

CHAIRPERSON: So, so, so you should know the, you should have a good idea of what each project cost, because you were the one who would get quotes. You were the one who would get the cash from Van Zyl.

MR RICHARD LE ROUX: That is correct Chair.

CHAIRPERSON: And you were the one who would then purchase whatever you

needed in order to fix what you had to fix in the residence/

MR RICHARD LE ROUX: That is correct Chair.

CHAIRPERSON: Yes.

MR RICHARD LE ROUX: The properties that we done on, the further properties we would normally arrange with suppliers down there. We would not take the stock from Johannesburg.

CHAIRPERSON: Yes.

MR RICHARD LE ROUX: And drive down with.

CHAIRPERSON: Yes.

10 **ADV REFILWE MOLEFE SC:** With the stock.

CHAIRPERSON: Ja.

MR RICHARD LE ROUX: Because there was way too much stock.

CHAIRPERSON: Yes.

MR RICHARD LE ROUX: To, to carry.

CHAIRPERSON: Yes.

MR RICHARD LE ROUX: And we did not have a trailer big enough to carry all that stock.

CHAIRPERSON: Yes, but did you carry the cash from Johannesburg to pay the suppliers in, in the places that are far away from Johannesburg?

20 **MR RICHARD LE ROUX:** That is correct Chair.

CHAIRPERSON: Okay.

ADV REFILWE MOLEFE SC: And you said that you stayed in Port Elizabeth for three weeks?

MR RICHARD LE ROUX: That is correct Chair.

ADV REFILWE MOLEFE SC: Did you interact with anyone at the properties?

MR RICHARD LE ROUX: Sorry, could you repeat that?

ADV REFILWE MOLEFE SC: Did you interact with anyone at the properties other than your colleagues who you were with?

MR RICHARD LE ROUX: It was only myself and my team.

ADV REFILWE MOLEFE SC: So who did you find at the properties?

MR RICHARD LE ROUX: At the Greenbushes property if I am not mistaken Chair it was Linda, I mean, Richmond Mti's brother.

CHAIRPERSON: Okay.

MR RICHARD LE ROUX: I am not sure of the name of his brother.

10 **CHAIRPERSON:** Yes, but.

MR RICHARD LE ROUX: And then when we did the property at Colchester, when we did the installation we were driven by another, I cannot remember his name. We were taken there by him.

CHAIRPERSON: Yes, okay.

ADV REFILWE MOLEFE SC: And did the person introduce themselves as Richmond Mti's brother?

MR RICHARD LE ROUX: That is correct Chair. I would just like to add Chair later on during the installation we did meet Richmond Mti at the premises.

CHAIRPERSON: Oh, at which one of the two houses?

20 **MR RICHARD LE ROUX:** At the Greenbushes residence.

CHAIRPERSON: Okay, thank you. You, you, you, you knew him before then or you were meeting him for the first time?

MR RICHARD LE ROUX: I was meeting him for the first time Chair.

CHAIRPERSON: Okay.

ADV REFILWE MOLEFE SC: And did he introduce himself as Richmond Mti?

CHAIRPERSON: Was there any reason that you were able to think was the reason why he did this to you even if he did not say so himself?

MR LEON VAN TONDER: No, Chair, not at all. I actually phoned Mr Watson numerous times asking him if I had actually done something wrong please tell me but he just could not, he just avoided all my questions.

CHAIRPERSON: Okay.

ADV ZINHLE BUTHELEZI SC: In paragraph 7 you deal with the instructions that you may be given by Gavin Watson and you would be reluctant to perform, can you give us more information on those instructions and your reasons for your reluctance.

10 **MR LEON VAN TONDER:** Yes, so what I have learned over the years was you could never question Gavin Watson's authority. So if Gavin Watson gave you an instruction you better make sure you fulfil that instruction to the tee. If you do not fulfil it you will eventually be removed from your employment.

ADV ZINHLE BUTHELEZI SC: Yes.

MR LEON VAN TONDER: He also made – continuously he would make comments to say that nobody in his company is irreplaceable. He would further carry on to say that if we do not comply to his instructions that he will actually terminate your employment.

ADV ZINHLE BUTHELEZI SC: Yes, and on paragraph 8 you deal with the relations that you had with two people that is Mr Gillingham and Mr Mti, can you give us the
20 details of your interactions with those two?

MR LEON VAN TONDER: Excuse me, Chair, can we just quickly refer back to paragraph 7?

ADV ZINHLE BUTHELEZI SC: Yes.

MR LEON VAN TONDER: I would like to add some more details.

CHAIRPERSON: Yes do so.

ADV ZINHLE BUTHELEZI SC: You may proceed.

MR LEON VAN TONDER: Alright, so during the years of my employment I – you know I have seen numerous people come and go in the company. People that would work in the company. They would give their heart and soul to the company and you know they will put in the extra hours, they will work long hours and then for no apparent reason they will just be retrenched and I recall an incident that once happened where a man was retrenched and he actually came sitting at my desk with tears in his eyes and that actually made me think you know next time I actually could be me sitting in that chair.

CHAIRPERSON: Yes.

10 **ADV ZINHLE BUTHELEZI SC:** Thank you and have any of you ever taken Mr Watson to labour courts or something?

MR LEON VAN TONDER: No, Chair.

ADV ZINHLE BUTHELEZI SC: And your reasons?

MR LEON VAN TONDER: Unfortunately Gavin Watson is untouchable.

ADV ZINHLE BUTHELEZI SC: Is that what you believed or that is how he is?

MR LEON VAN TONDER: Well that is what I believed and that is actually how he is, he would intimidate you so yes, you pretty much controlled by fear in the company. So if you do not comply to his instructions, yes, then the inevitable will eventually happen.

ADV ZINHLE BUTHELEZI SC: Okay then let us move to your interactions with
20 Mr Gillingham and Mr Mti. You deal with that from paragraph 8 of your statement.

MR LEON VAN TONDER: On numerous occasions I would get phone calls from either Patrick Gillingham or Richmond Mti and I had to attend to their computer repairs. There was also times when I had to purchase them new computers. If my memory serves me correctly I purchased two printers for Richmond Mti and for Patrick Gillingham I purchased two desktop computers and also two printers.

CHAIRPERSON: Around when was that in terms of year?

MR LEON VAN TONDER: Chair, the support when I started supporting or assisting them in their IT started around 2008 and it was continuous from 2008 until I left my employment.

CHAIRPERSON: Okay.

ADV ZINHLE BUTHELEZI SC: Will they contact you directly or were you given an instruction by one of your superiors?

MR LEON VAN TONDER: They would contact me directly.

ADV ZINHLE BUTHELEZI SC: And was this part of your roles or your duties at
10 Bosasa?

MR LEON VAN TONDER: Well it was an instruction so I had to comply with the instruction.

CHAIRPERSON: Well, they were not part of Bosasa so if they gave you instructions not being part of Bosasa you were not under an obligation to comply with those instructions is it not?

MR LEON VAN TONDER: That is correct, Chair, however, I was obliged to comply with the instructions of Gavin Watson.

CHAIRPERSON: Is it Mr Gavin Watson who gave you instructions in regard to the requests that Mr Richard Mti and Mr Gillingham gave you?

20 **MR LEON VAN TONDER:** That is correct, Chair, the first time when I went to Richmond Mti, Angelo Agrizzi took me to his house to show me where his house was and he then from there said in future I now know where he stays and if he calls me I need to attend to his computer problems if he has any.

CHAIRPERSON: That was Mr Agrizzi saying that to you?

MR LEON VAN TONDER: Yes.