



EXHIBIT SS 16

**NICOLAS JOHANNES
LOUBSER**



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

2nd floor, Hillside House
17 Empire Road,
Parktown
Johannesburg
2193
Tel: (010) 214 to 0651
Email: inquiries@sastatecapture.org.za
Website: www.sastatecapture.org.za

INDEX: EXHIBIT SS 16

#	Pages	Pages
1.	Affidavit of Nicolas Johannes Loubser	01 to 08
2.	Annexure "NJL1"	09 to 11
3.	Annexure "NJL2"	12 to 13
4.	Annexure "NJL3"	14 to 15
5.	Annexure "NJL4"	16 to 84
6.	Annexure "NJL5"	85 to 92
7.	Annexure "NJL6"	93 to 97

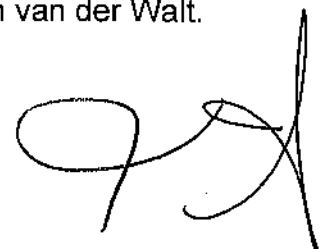
AFFIDAVIT

I, the undersigned,

NICOLAS JOHANNES LOUBSER

hereby make oath and state as follows:

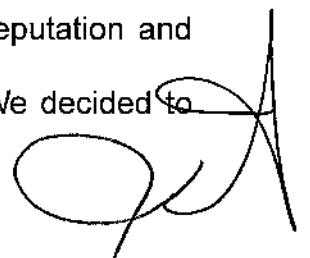
1. I am an adult male. I am an attorney of the High Court of South Africa, practising as such under the name and style of Loubser van Wyk Inc (previously Loubser van der Walt Inc) out of offices at 1093 Justice Mahomed Street, Brooklyn. (For convenience, I will refer to Loubser van Wyk as "the Practice").
2. I depose to this affidavit at request of Mr. Clint Oellermann of the Commission of Enquiry into State Capture following a meeting with him on 2 June 2020 and subsequent Summons to provide certain documents.
3. The averments made herein are true and correct and are, save where I say so or the context indicates otherwise, within my own personal knowledge and belief. I must hasten to add however that most of what is contained in this affidavit is based on documents that were handed to me and another Director of the Firm, Mr Robert Pieter van Wyk. These documents were handed to us by yet another previous Director at the time, Mr Jan Adriaan van der Walt.



4. During 2016 Mr. Van der Walt indicated that he is interested in moving to the USA and intend to leave the firm should his visa be approved. Some time passed and in approximately March 2019 he informed us that his visa was approved and that he intend to relocate with his family to the USA.
5. An agreement was reached in terms of which I purchased his shares in the Firm, whereafter he resigned from the firm and his shares was transferred to me in July 2019. Since then he had no further involvement with the firm as either a shareholder or director. I have very little contact with him but believe that he is currently residing in Austin, Texas. I have no knowledge as to what he is doing there or whether he is gainfully employed.
6. Before I set out the circumstances in which Mr Van der Walt handed the documents to Mr Van der Walt and me, I am constrained to place on record the following.
7. Each of the Directors had his own set of clients. As a result, by and large we were not aware of the nature of the work done by each other individually. Mr van der Walt exclusively dealt with all conveyancing matters and the opening of investments accounts at Investec Bank in a so called "Corporate Cash Management Account" where a client for instance paid the purchase price of a property against guarantees had to be issued or invested in an interest bearing account until registration. We did not have any intimate knowledge as to how those accounts operated but assumed that all monies received from clients' would pass through the Practice's Trust Account.

A handwritten signature in black ink, consisting of a large, stylized 'O' followed by a series of loops and a final vertical stroke.

8. We had been in practice since 2000 and until about October 2015 there appeared to be no particular problems.
9. However, during September 2015 Mr van Wyk and I became aware of an email from a reporter Mr Pieter-Louis Myburgh regarding a pending newspaper article relating to property transactions conducted by Mr Van der Walt's company Precise Trade and Invest 02 (Pty) Ltd. A copy of this email annexed hereto annexed as **NJL 1**. We confronted Mr Van der Walt with this and he maintained there is no truth in the allegations levelled against him and that he responded to the reporter as it deals with his own company Precise Trade and Invest 02 (Pty) Ltd. Notwithstanding this an article appeared in Rapport/City Press on 4 October 2015 that suggested that Mr Van der Walt and a certain Mr Lucky Montana appeared to have some relationship. The report mentioned that, Mr Montana was the Group CEO of PRASA and Mr Van der Walt had been acting for Mr Mario Ferreira, who was associated with Siyangena Technologies, which had been awarded a lucrative contract by PRASA. The report further mentioned that Mr Van der Walt's "law firm" paid a deposit of R5 million towards a property in Sandhurst acquired by his company Precise Trade and Invest 02 (Pty) Ltd. We do not have copies of this reports in our possession but only a summary as appeared on News24 annexed hereto as annexure **NJL 2**.
10. To put it mildly, Mr Van Wyk and I were devastated that the reputation and integrity of our Practice was being tarnished by association. We decided to

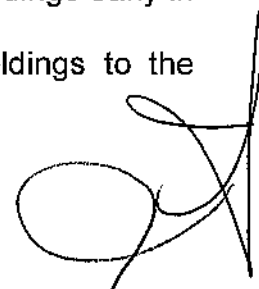
A handwritten signature in black ink, consisting of a large, stylized 'O' followed by a series of loops and a final vertical stroke.

confront Mr Van der Walt about this payment and the entity that featured prominently in the reports, namely, Precise Trade and Invest 02 (Pty) Ltd.

11. We requested Mr van der Walt to explain these allegations and he strongly denied any wrongdoing explaining that the properties were bought in his personal capacity as the sole director and shareholder of the company Precise Trade and Invest 02 (Pty) Ltd which he established for the purpose of speculating with property. During October 2015 we had a further meeting and it was agreed that we would address a letter to him which he would formally respond to in writing.
12. We sent two letters to him. He replied to each of the letters. Details of the letters are set out hereunder.

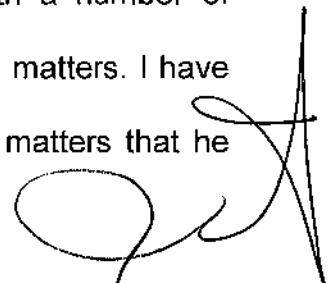
Our first letter

13. On 14 October 2015, Mr Van Wyk and I wrote to Mr Van der Walt in order to record his explanation in writing. A copy of the letter is annexed as **NJL3**.
14. As is clear from the letter, we sought clarity on the property transactions involving his company Precise Trade and Invest (Pty) Ltd. In addition, we also pointed out to him that there were insinuations from the reporter that he had regularly visited Mr Mario Ferreira at the offices of TMM Holdings early in the morning and that documents were taken from TMM Holdings to the Practice.

A handwritten signature in black ink, consisting of a large, stylized 'O' followed by a series of loops and a vertical line extending upwards.

Mr Van der Walt's reply (to the first letter)

15. Mr Van der Walt replied in a letter dated 20 October 2016, which we received on 22 October 2015. To his letter he annexed 5 Sale agreements regarding the properties, 4 other agreements relating to how he received funding and one bank statement. A copy of his letter with all annexures annexed hereto marked **NLJ4**. I point out at the letter is signed. I am familiar with Mr Van der Walt's signature. I am certain that he signed the letter.
16. In his reply, he said that five properties were allegedly registered in the name Precise Trade and gave details of them. He said the properties was paid from monies received in the account of Precise Trade and Invest 02 (Pty) Ltd and in terms of agreements between himself, TMM as well as other investors namely, Mr. Americo Pimantel and Mr. Mark Clancy. Copies of these agreements were annexed. It specifically noted in one of the agreements that Precise Trade and Invest 02 (Pty) Ltd received approximately R4 Million from an agreement between TMM Holdings (Pty) Ltd, Mr. Van der Walt personally and Mario Jose Andrade Ferreira for commission due to Mr. Van der Walt (not the firm). One of these properties was bought from a certain Mr. Lucky Montana who, as far as myself and Mr. Van Wyk know, was never a client of the firm.
17. As regards the meetings at TMM, he indicated that he consulted with them over a period of eight years insofar as the firm dealt with a number of conveyancing matters on their behalf and additional litigation matters. I have no personal knowledge as to the nature and extend of the matters that he

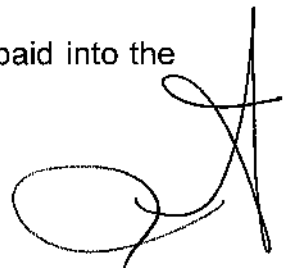
A handwritten signature in black ink, consisting of a large, stylized 'V' or 'W' shape with a horizontal line across the middle, followed by a vertical line extending upwards and a small loop at the bottom.

dealt with on their behalf save for TMM Rentals (Pty) Ltd for which we collect arrear rentals. I do recognise some of the names of the other entities and is aware of the fact that he represented them as clients of the firm, but can yet again not provide details at this stage as to the nature of work undertaken or payments received. I again confirm that Mr. Van der Walt exclusively dealt with these entities and neither myself or Mr. Van Wyk had any insight into these matters. We cannot speculate as to what amounts was paid by them to the firm as it dates back to at least 2007.

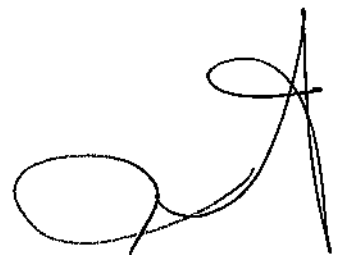
18. However, we were again not satisfied and wrote a further letter to Mr van der Walt to clarify certain aspects.

Our second letter

19. On 29 October 2015, we wrote a second letter to Mr Van der Walt. A copy of the letter is annexed as **NJL5**. I submit that, read with the first two letters, the letter speaks for itself.
20. In the letter, we sought details of the properties registered in the name of Precise Trade.
21. In addition, we sought details of each of the payments made from and deposited into Precise Trade's account which appeared on the statement provided by him and also, whether any of these deposited was paid into the trust account of the firm.

A handwritten signature in black ink, consisting of a large, stylized 'S' or 'Z' shape followed by a vertical line and a small loop at the top.

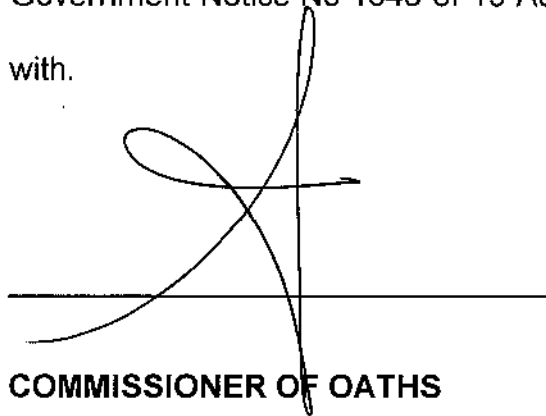
22. Mr Van der Walt took three months to reply to the letter. Eventually he did on 28 January 2016. A copy of this reply is annexed as **NJL6**. In this reply, he identified for which property each of the payments was made.
- 22.1 In his reply he indicated that a number of payments was directly deposited into the account of Precise Trade and Invest 02 (Pty) Ltd, an account which he opened at Investec Bank. He indicated that these payments were paid into said account directly by various entities and/or persons namely TMM, Americo Pimental and Mark Clancy in accordance with "loan/joint ventures", agreements as previously provided. These amounts were not paid into the firm's Trust Account.
- 22.2 In addition to this he provided details as to how the purchase price of the various properties he acquired by his company, Precise Trade and Invest 02 (Pty) Ltd was paid for, directly by TMM in terms of loan agreements alternatively from his Precise Trade and Invest 02 (Pty) Ltd Investec account.
- 22.3 Finally, he identified a further number of payments made from his Precise Trade and Invest 02 (Pty) Ltd Investec account as repayments of monies borrowed from TMM.
23. Again, I point out at that the letter is signed. I am familiar with Mr Van der Walt's signature. I am certain that he signed this letter as well.

A handwritten signature in black ink, consisting of a large, stylized 'V' followed by a horizontal line and a vertical line, with a small loop at the end.



Nicolas Johannes Loubser

I hereby certify that the deponent has acknowledged that he knows and understands the contents of this affidavit, which was signed and sworn to before me at Pretoria on 18 June **2020**, the regulations contained in Government Notice No R1258 of 21 July 1972, as amended, and Government Notice No 1648 of 19 August 1977, as amended, having been complied with.


COMMISSIONER OF OATHS

Full names:

MATTHYS STEFANUS BOOYENS

King's Gate, 5, 10th Street
Menlo Park - Pretoria - 0081

Capacity:

Commissioner of Oaths / Kommissaris Van Ede
Practising Attorney / Praktiserende Prokureur
Republic of South Africa / Republiek van Suid-Afrika

Business Address:

Office:

From: Pieter-Louis Myburgh [mailto:Pieter-Louis.Myburgh@rapport.co.za]

Sent: Tuesday, September 29, 2015 2:36 PM

To: Loubser van der Walt; Riaan van der Walt

Subject: FW: FURTHER MEDIA QUERIES Precise Trade and Invest/Siyangena/TMM Holdings

SS16-NJL-09

I'm just reminding you about below queries for an upcoming newspaper article

Regards

Pieter-Louis Myburgh

From: Pieter-Louis Myburgh

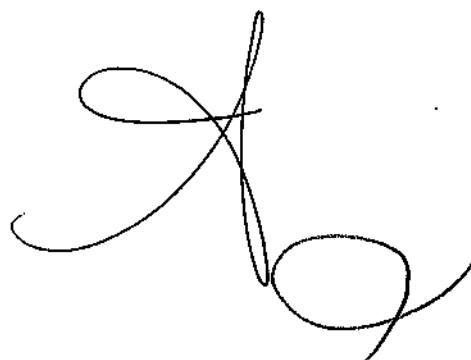
Sent: 26 September 2015 12:00 PM

To: 'Riaan van der Walt'; 'Loubser van der Walt'

Subject: FURTHER MEDIA QUERIES Precise Trade and Invest/Siyangena/TMM Holdings

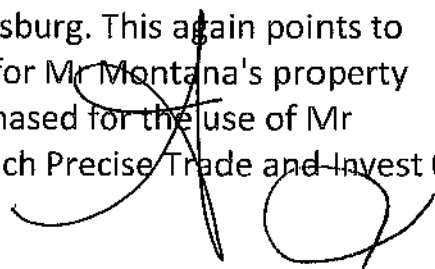
Dear sirs

Please consider the following queries for a pending newspaper article relating to property transactions conducted by Mr Van Der Walt's Precise Trade and Invest 02.

A handwritten signature in black ink, consisting of a large, stylized 'L' or 'P' shape with a loop at the bottom right.

Kindly furnish me with your responses by close of business day on Wednesday 30 September. Feel free to add any comments or information that don't directly relate to below queries, but which you feel is relevant or important within the broader context of the issues relating to the property transactions.

1. In your last correspondence to me you failed to address my question regarding Mr Montana taking possession of the keys of 225 Rose Avenue himself. I have now been informed this took place on 26 November 2014 at the property in question. I have also obtained an email from one of the neighbours in which the previous owner clearly states Mr Montana would be 225 Rose Avenue's new owner. Kindly comment on this.
2. I have reliably learnt Mr Montana himself instructed the purchase agreement/contract to be changed so as to reflect Precise Trade and Invest 02 as the new owner, and not the Minor Property Trust represented by Mr Johan Smith. In the light of your insistence that Mr Montana was in no way involved in Precise Trade and Invest 02's purchase of 225 Rose Ave, please comment on this.
3. In your latest correspondence you again maintain Precise Trade and Invest 02's sole shareholder is Mr Riaan van der Walt. However, you have to date not furnished me with a share register to confirm this claim. I have in the past sent Mr Van der Walt a COR24 request form, by which I am legally entitled to obtain a copy of said Share Register. Kindly furnish me with a copy of the share register, or alternatively, comment on why you seem to be refusing my attempt to view or obtain said share register?
4. I've learnt that Mr Riaan van der Walt visited Mr Mario Ferreira at the offices of TMM Holdings in George Storrar Drive in Groenkloof, Pretoria, frequently throughout 2014, sometimes as often as twice a week. These visits/meetings mostly occurred early in the mornings, at about 06:30. I've also learnt the documentation/envelopes were frequently taken from TMM Holdings' offices to Loubser Van Der Walt Inc, where Loubser Van Der Walt Inc's receptionist took possession of such envelopes. The deliveries were done by a Sheila dos Santos and a Ronel Wardhaugh, employees of TMM Holdings or one of its subsidiaries. In light of your insistence in your previous correspondence to me that Loubser Van Der Walt Inc has "over the past few years" only acted for Siyangena Technologies "in 1 (one) specific matter", please comment on such continuous and sustained contact between Mr Van der Walt and Mr Mario Ferreira, as well as the delivery of documents/envelopes from TMM at Loubser Van der Walt Inc's offices.
5. I have established that Mr Montana directly expressed his interest in purchasing another property which Precise Trade and Invest 02 ultimately became the owner of, namely a house at number 64A Gordon Avenue in Sandhurst, Johannesburg. This again points to Precise Trade and Invest 02 being some kind of an alter ego for Mr Montana's property endeavours, or a conduit through which properties are purchased for the use of Mr Montana. Please comment on the circumstances around which Precise Trade and Invest 02



became the owner of said property after Mr Montana expressed an interest in purchasing the property.

6. Mr Van der Walt indicated to me in earlier correspondence that the first time he ever met Mr Montana was when he purchased number 10 Newport Road, Johannesburg from Mr Montana after he (Mr Van der Walt) randomly drove past number 10 Newport Road in Johannesburg. Property records show Mr Van Der Walt's Precise Trade and Invest 02 bought 10 Newport Road on **5 May 2014**. Property records also show Mr Van Der Walt's Precise Trade and Invest 02 bought number 315 Nicolson Street in Pretoria (both properties/portions) on **23 April 2013**. We have already reported that Mr Montana's mother, Mary, had been staying in the front house at 315 Nicolson Street. I now have copies of correspondence to Mary Montana indicating she had listed her address as 315 Nicolson Street since at least February 2015. Please explain Mr Van Der Walt's insistence that he randomly met Mr Montana during the 10 Newport Road transaction, whilst Mr Montana's mother had been staying in a property owned by Precise Trade and Invest 02 for months before the 10 Newport Road transaction was initiated? I again point out that Mr Mario Ferreira had also previously confirmed to me that his company had utilised the back house at 315 Nicolson as a guest house, which serves as further proof of an established link between Mr Ferreira and Mr Van der Walt.

As always, I appreciate your consideration and look forward to your response.

Regards

Pieter-Louis Myburgh

Ondersoekende Verslaggewer / Investigative Journalist

pieter-louis.myburgh@rapport.co.za

011 713 9710

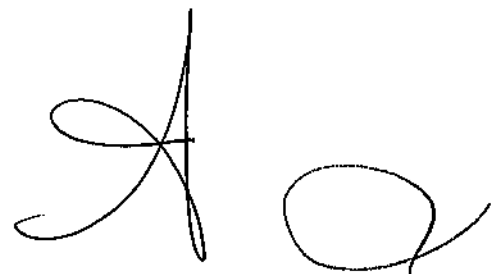
071 895 8248

@PLMyburgh

Rapport

This email and its contents are subject to an email legal notice that can be viewed at: <http://www.naspers.com/disclaimer.php>
Should you be unable to access the link provided, please email us for a copy at csc@optinet.net

Hierdie e-pos en sy inhoud is onderhewig aan 'n regskenisgewing oor elektroniese pos wat gelees kan word by
<http://www.naspers.com/disclaimer.php> 'n Afskrif kan aangevra word by csc@optinet.net



News24 | OLX | Property24 | Careers24 | Superbalist

Sign up for FREE Sign In
Thursday, 18 June
Add location

Breaking News. First

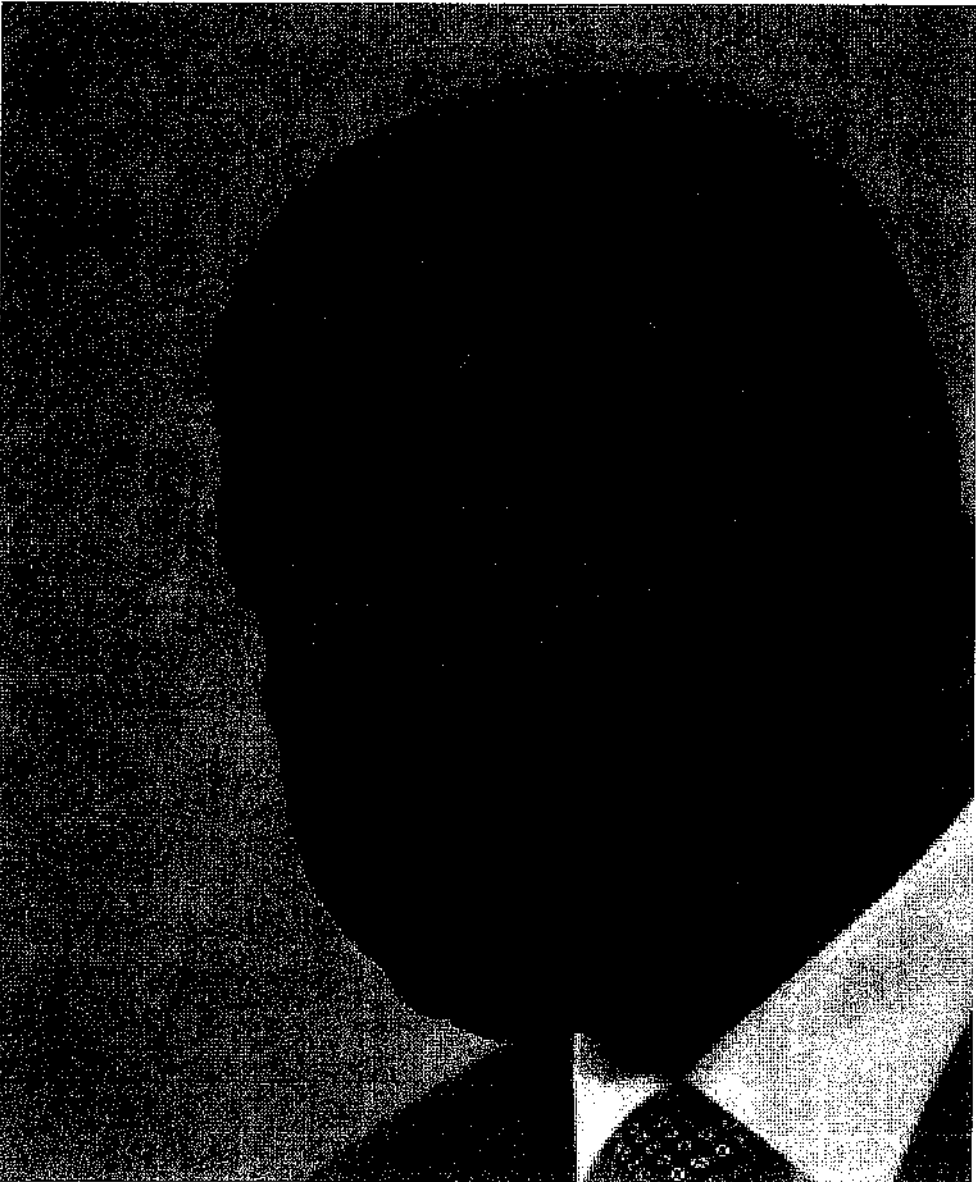
WS BUSINESS SPORT LIFESTYLE OPINION MAGAZINES MULTIMEDIA PARTNERS CITY PRESS

04 Oct 2015

Lawyer forks out R25m for Montana's mansions

News24

Pieter-Louis Myburgh, Rapport
SHARE



Prasa CEO, Lucky Montana. Picture: Lucky Nxumelo

Johannesburg - A lawyer with close ties to a company that won large tenders from the Passenger Rail Agency of SA when Lucky Montana was at its helm, bought Montana two upscale properties worth almost R25 million and paid for it in cash.

MOST READ TOP COVID-19

- 1 LIVE | Hairdressers, restaurants to reopen, Ramaphosa talks tough on gender-based violence
- 2 EXPLAINER | What you need to know about advanced Level 3 lockdown regulations
- 3 Hawks arrest VBS 'kingpin' Tshifhiwa Matodzi and other directors in early morning raid
- 4 FIRST TAKE | Lockdown all but over as government shifts to individual responsibility
- 5 Man arrested for murder of pregnant Tshegofatso Pule

Handwritten signature and scribble.

2020

Lawyer forks out R25m for Montana's mansions | News24

[ws24](#) | [OLX](#) | [Property24](#) | [Careers24](#) | [Superbalist](#)
[Sign up for FREE](#)[Sign In](#)

both cases after Montana had first signed the purchase agreements himself.

The lawyer, Riaan van der Walt from Pretoria, strongly denies that his shelf company acted as a proxy for Montana.

Van der Walt's law firm has in the past represented a company featured in Public Protector Busi Madonsela's recent report on Prasa following an irregular tender worth billions of rand.

The documents and emails show:

Van der Walt's shelf company, Precise Trade and Invest 02, paid R13.9m for a house in Sandhurst, Johannesburg and R11m for a house in Waterkloof, Pretoria, in November 2014 and February this year respectively. Both properties were paid for in cash. However, early in 2013, Montana himself signed the contract of sale to buy the house in Waterkloof. In October 2014 he had signed an offer to purchase the house in Sandhurst.

Van der Walt's law firm paid a deposit of R5m towards the Sandhurst transaction and confirmed in a letter the house's new owner was Montana.

The purchase agreements for both properties were ultimately altered to reflect Precise Trade and Invest 02 as the legal owner, whilst Montana himself took possession of the properties' keys.

Montana said he wished not to comment.

Van der Walt maintained his shelf company was in no way related to Montana or any other third parties.

Read the full report in [Rapport](#) and [City Press](#).

Related Links

Nothing in Prasa report based on a hunch - Madonsela

DA to lay criminal charges against Montana

Political parties call for action after Madonsela's Prasa report

Newsletters

Friday Briefing - weekly

news
24



Insight and analysis on the big political story of the week, plus a roundup of top columns and reader favourites.

[See all newsletters](#)

READ MORE ON:

[LUCKY MONTANA](#)

SHARE

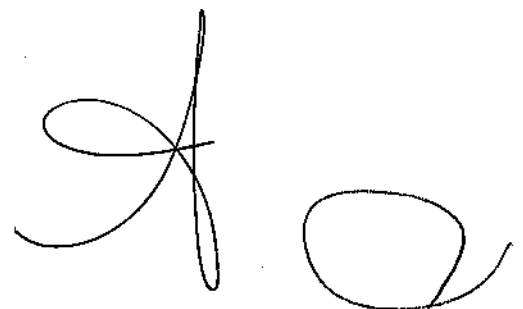


1 person bags R243k in the Daily Lotto jackpot

[Full list of lottery results](#)

Mnr JA van der Walt

- 1 Na aanleiding van die vergadering gehou op 12 Oktober 2015 en sekere berigte in die media versoek ons, NJ Loubser en RP van Wyk, die mede-direkteure van Loubser van der Walt ingelyf u om ons van die volgende inligting/dokumentasie te voorsien soos hierna uiteengesit
- 2 Bevestiging van alle onroerende eiendom tans geregistreer in die maatskappy Precise Trade and Invest 02 (Edms)Bpk asook enige ander hangende aanbiedings gemaak vir die aankoop van verdere onroerende eiendom.
- 3 Geliewe ten opsigte van elke eiendom afsonderlik die volgende inligting te voorsien :
 - 3.1 Volledige beskrywing van die eiendom;
 - 3.2 'n Afskrif van die koopsooreenkoms;
 - 3.3 Hoe en wanneer die koopprys betaal is. Voorsien ons asseblief van dokumentere bewys daarvan.
 - 3.4 Indien die koopprys deur Loubser van der Walt Ingelyf direk uit die trustrekening betaal is of via 'n beleggingsrekening itv Art 78(2A) word u versoek om die volgende inligting te voorsien :
 - 3.4.1 Wanneer en deur wie is die fondse in Loubser van der Walt Ingelyf se rekening betaal. Geliewe die persoon/entiteit wat hierdie gelde inbetaal het spesifiek te identifiseer.
 - 3.4.2 Indien enige van die bogemelde fondse deur 'n individu of entiteit anders as u persoonlik inbetaal is versoek ons u om ons van die onderliggende samewerkingsooreenkoms of leningsooreenkoms te verskaf
 - 3.4.3 Wanneer is die beleggingsrekening in terme van Artikel 78(2A) geopen
 - 3.4.4 Wie het in ieder geval die waarborg opgeroep vir betaling van die koopprys alternatiewelik die koopprys direk uit hierdie rekening betaal.
4. Geliewe te bevestig wie die huidige aandeelhouer/s is in Precise Trade and Invest 02(Edms)Bpk asook, indien van toepassing, wie die vorige aandeelhouers was ?



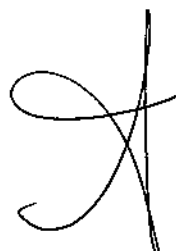

5. Geliewe ons van u kommentaar te voorsien op die volgende stelling gemaak deur die verslagewer in korrespondensie ;

" I've learnt that Mr Riaan van der Walt visited Mr Mario Ferreira at the offices of TMM Holdings in George Storrar Drive in Groenkloof, Pretoria, frequently throughout 2014, sometimes as often as twice a week. These visits/meetings occurred at about 06:30. I've also learnt the documentation/ envelopes werw frequently taken from TMM Holdings' offices to Loubser van der Walt Inc, where Loubser van der Walt Inc's receptionist took possession of such envelopes. The deliveries were done by a Sheila dos Santos and a Ronel Wardaugh, employees of TMM Holdings or one of its subsidiaries."

Geteken te Pretoria op 14 Oktober 2015 te Pretoria.



NJ LOUBSER

RP VAN WYK 

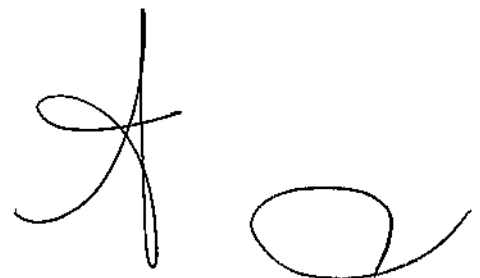
20 Oktober 2015

Onlvang 22/10/2015

Aan: Loubser van der Walt Ingelyf
Vir aandag: Die Direkteure

Na aanleiding van die vergadering gehou op 12 Oktober 2015, en die media / facebook inskrywing, reageer J.A van der Walt as volg op die vrae, soos gestel aan Mnr van der Walt:

1. Die volgende eiendomme is tans geregistreer in die maatskappy, Precise Trade and Invest 02 (Pty) Ltd:
 - 1.1 313 Nicholsonstraat, Brooklyn;
 - 1.2 315 Nicholsonstraat, Brooklyn;
 - 1.3 10 Newport Road, Parkwood, Johannesburg;
 - 1.4 119 Empire Place, Sandhurst, Johannesburg; ~~2~~
 - 1.5 225 Rose Avenue, Waterkloof, Pretoria.
2. Vind hierby aangeheg die Koopoooreenkomste van bogemelde transaksies.
3. Vind hierby aangeheg die CCMA Investec Bankrekening, ter bevestiging van betalings gemaak rakende kostes en koopprys van eiendomme.
4. Betalings is gemaak in Precise Trade and Invest 02 (Pty) Ltd se rekening, vanaf TMM, sowel as beleggers, naamlik Americo Pimentel en Mark Clancy. Vind hierby aangeheg die ooreenkomste soos gesluit met TMM, Pimentel en Clancy.
5. JA van der Walt is die enigste Direkteur en Aandeelhouer in Precise Trade and Invest 02 (Pty) Ltd. Vind hierby aangeheg die Maatskappy stawende dokumentasie.
6. Oor 'n periode van bykans 8 (agt) jaar is daar op verskeie aangeleenthede, en op verskeie tydperke, so vroeg soos 06h00 en na-ure met TMM, ESS, TMM Rental (Pty) Ltd en Siyangena Technologies (Pty) Ltd, tesame met Advokate gekonsulteer.

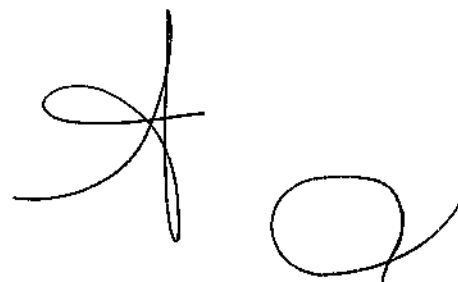


7. Ronel Wardhaugh, Carlos Sanchez, Rui Ferreira, Mario Ferreira, Sheilo Dos Santos, Tom Dubek, Alvin Wilsnach, Manny Marques, Martino Marques, Anton Verster, Jacques Verster, Jacques van Jaarsveld ensovoorts het op verskeie aangeleenthede oor 'n periode van 8 (agt) jaar, gekonsulteer by Loubser van der Walt Ingelyf, en weens die feit dat Loubser van der Walt Ingelyf deur Tanya Kruger en Dina Boshoff verskeie oordragte hanteer het, namens TMM Rental (Pty) Ltd, is oordragdokumentasie by Loubser van der Walt Ingelyf deur laasgenoemde persone afgelewer. Verder is verskeie litigasie aangeleenthede, oorspronklike getekende Eedsverklarings en/of stawende dokumentasie deur verskeie werknemers van TMM Groep by Loubser van der Walt Ingelyf afgelewer.
8. Vind hierby aangeheg die skrywes soos gerig aan Myburgh en sy Prokureur welke self-verduidelikend is.
9. Ons plaas op rekord dat hierdie skrywe, en die aangehegde dokumentasie geprivilegeerde inligting heet van Precise Trade and Invest 02 (Pty) Ltd en JA van der Walt, en word laasgenoemde dokumentasie oorhandig aan u, met die spesifieke onderneming ontvang vanaf NJ Loubser en RP van Wyk, dat geen een van die partye enige van hierdie dokumentasie aan enige derdeparty, sonder die toestemming van JA van der Walt sal oorhandig, of afskrifte daarvan, aan enige derdeparty sal lewer nie.
10. Ons versoek dat daar binne 7 (sewe) dae na ontvangs van hierdie skrywe, 'n opvolg facebook / webwerf inskrywing moet plaasvind, en sal die bewoording van laasgenoemde goedgekeur word deur JA van der Walt, voor plasing daarvan.



Die uwe

Riaan van der Walt



OFFER TO PURCHASE – FULL TITLE

Negotiated by:

ISAAC ROY MOGAJANE

IDENTITY NUMBER: 4905235601081

AND

MARGARET YVONNE MOGAJANE

IDENTITY NUMBER: 4807300151085

MARRIED IN COMMUNITY OF PROPERTY

OF: 313 NICHOLSON STREET, BROOKLYN
(hereinafter referred to as "the Seller")

AND

We,

PRECISE TRADE AND INVEST 02 PROPRIETARY LIMITED

REGISTRATION NUMBER: 2013/059374/07

HEREIN REPRESENTED BY JAN ADRIAAN VAN DER WALT DULY AUTHORISED THERETO ("the Purchaser")

Of: 375 JUSTICE MAHOMED STREET, BROOKLYN C/O OFFICES OF LOUBSER VAN DER WALT INC

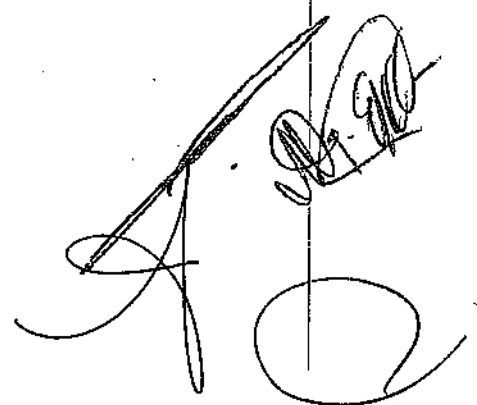
Hereby offer to purchase from the registered owner ("the Seller") the property described in Clause 1 hereof ("the Property"), at the purchase price set out in Clause 2 hereof which shall include any Value Added Tax ("VAT") that may be payable ("the purchase price"), on the following terms and conditions:

1. THE PROPERTY

- 1.1. Erf No:
PORTION 1 OF ERF 621 BROOKLYN TOWNSHIP,
HELD BY DEED OF TRANSFER T76967/2012
- 1.2. Street address: 313 NICHOLSON STREET, BROOKLYN PRETORIA

2. PURCHASE PRICE

- 2.1 The purchase price is: R2 750 000.000 (Two Million Seven Hundred and Fifty Thousand Rand) payable to the Seller against registration of transfer of the Property. The full purchase price will be paid to Loubser van der Walt Attorneys within 10 days after signature hereof, which shall be held in trust and shall be invested in an interest bearing account with a recognized financial institution pending registration of transfer. All interest which accrues thereon shall accrue to the Purchaser.



- 2.2 Loubser van der Walt Inc will issue acceptable guarantees against this purchase price for the purchase of Erf 1242 Waterkloof by the within Seller.

3. **TRANSFER**

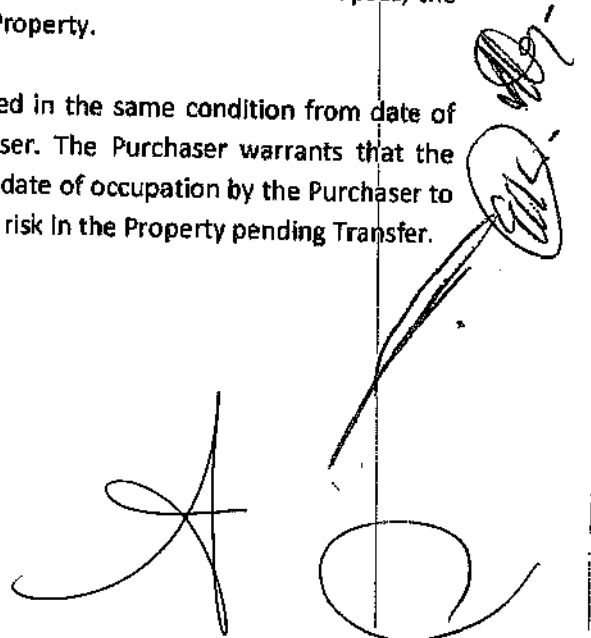
Transfer shall be effected by the Attorneys Loubser van der Walt Inc forthwith.

4. **TRANSFER COSTS**

All costs of Transfer, including, but not limited to, Transfer Duty if applicable, and the costs of registering any mortgage bonds which may be required, as well as survey and diagram fees if applicable, and any VAT payable on such costs, shall be paid by the Purchaser. The Purchaser shall, on demand by the Conveyancer, pay to the Conveyancer such costs as are called for by the Conveyancer from time to time.

5. **OCCUPATION**

- 5.1 Vacant occupation of the Property has already been given to the purchasers and from date of occupation, all revenue accruing from and expenditure in respect of the Property, excluding rates and taxes and homeowners association levies if applicable, shall be for the account of the Purchaser, on a pro-rata basis.
- 5.2 The Purchaser shall not make any alterations or additions to the Property prior to Transfer, without the prior written consent of the Seller.
- 5.3 In the event of this contract being cancelled for any reason whatsoever, the Purchaser shall not be entitled to compensation from the Seller for any improvement of whatsoever nature he/she may have caused to be effected on the Property, whether with or without the Seller's consent. No tenancy or lien or right of retention of whatsoever nature shall arise by virtue of such occupation, alterations or additions and if this agreement is cancelled or the sale lapses, the Purchaser shall forthwith and without notice vacate the Property.
- 5.4 The Seller warrants that the Property shall be maintained in the same condition from date of signature hereof to date of occupation by the Purchaser. The Purchaser warrants that the Property shall be maintained in the same condition from date of occupation by the Purchaser to date of Transfer, subject always to the Seller's liability for risk in the Property pending Transfer.

The bottom of the page features several handwritten signatures and initials. On the right side, there are two distinct signatures, one above the other, both appearing to be in ink. Below these, there are some initials or a signature that is partially obscured by a large, stylized 'X' or 'A' mark that spans across the bottom center of the page. To the right of this mark, there is another signature that looks like 'EHL' or similar, enclosed in a circle. The overall impression is of a document that has been signed by multiple parties.

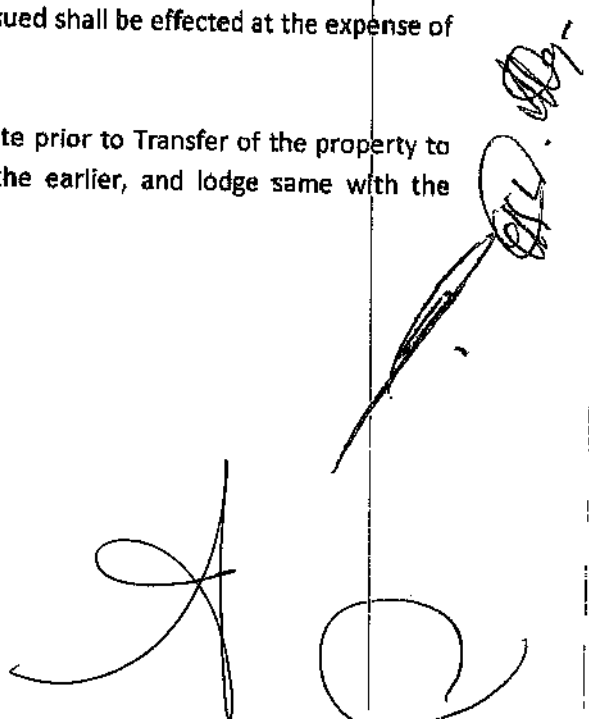
6. POSSESSION AND RISK

On Transfer, possession of the Property and all the risks and benefits of ownership shall pass to the Purchaser.

7. ELECTRICAL INSTALLATION & ELECTRIC FENCE COMPLIANCE CERTIFICATE

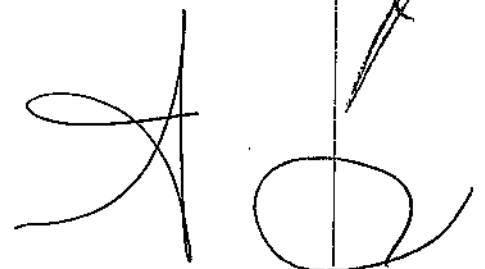
- 12.1. The Seller hereby undertakes to furnish the Purchaser, prior to occupation by the Purchaser, or Transfer, whichever is the earlier, with a valid Certificate of Compliance and, if applicable, a test report in respect of the Property, in terms of the Electrical Installation Regulations of 2009 under the Occupational Health and Safety Act (No. 85 of 1993, as amended) (the Act and Regulations) and **Electrical Machinery Regulations 2011**. The Seller warrants that, as at date of occupation or Transfer, whichever is the earlier, there will have been no addition or alteration to the electrical installation on the property subsequent to the issue of such certificate.
- 12.2. All costs incurred in obtaining such a certificate and test report, including costs of any repairs or replacements required in order for the certificate to be issued, shall be borne by the Purchaser.
- 12.3. Upon the Seller furnishing the Purchaser with such a certificate and test report, the Purchaser shall have no claim whatsoever against the Seller in respect of the electrical installation on the property.

8. GAS INSTALLATIONS

- 8.1. The Purchaser shall at his/her expense, obtain a Certificate of Conformity from an authorized person, or an approved inspection authority in respect of the gas installations on the property, in accordance with the provisions of the Occupational Health and Safety Act No. 85 of 1993 and the regulations promulgated thereunder (as amended from time to time). Any work that may be necessary in order for a Certificate of Conformity to be issued shall be effected at the expense of the Purchaser.
- 8.2. The Purchaser shall obtain the abovementioned certificate prior to Transfer of the property to the Purchaser, or the Occupation Date, whichever is the earlier, and lodge same with the Conveyancer.
- 

9. WARRANTIES AND UNDERTAKINGS

- 9.1. The Seller warrants that, to the best of his knowledge and belief, all permanent structures, additions, alterations and extensions in and on the property are constructed in accordance with the plans which have been approved or that will be approved by the local authorities prior to Transfer but gives no further warranty thereof.
- 9.2. The Property is hereby sold *voetstoots* and subject to all existing servitudes, Title Deed conditions and all other conditions which may exist in regard thereto, the Seller not being responsible for any deficiency nor benefiting from any excess found in the are thereof upon re-survey.
- 9.3. The parties hereto agree that this Agreement constitutes the entire Agreement between them and that no warranties or representations other than those contained herein shall be binding on any of the parties, or their agents nor are there any suspensive conditions to this Agreement which are not included herein. No variation, alteration or consensual cancellation of the Agreement shall be of any force or effect unless reduced to writing and signed by both parties.
- 9.4. The parties warrant that the Information contained in this Agreement and in the Personal Details, supplied by them, relating to them or which should reasonably be within their knowledge, is true and correct.
- 9.5. The Purchaser warrants that he/she has not been introduced to the Property or to the Seller by any party other than Stylish Homes Properties and that said agency is the effective cause of the sale.
- 9.6. The Purchaser warrants that the price reflected in Clause 2 hereof is the true consideration in this transaction with respect to the immovable property and that no other consideration is involved between the parties directly or indirectly.
- 9.7. Where the signatory to this Agreement does not sign in a personal capacity;
- 9.7.1. he/she warrants due authorisation to represent the party ("the represented party") which he/she purports to represent and binds himself/herself as surety and co-principal debtor with the represented party for the due performance by it of all its obligations in terms hereof, and agrees to sign all documents and to bind himself/herself as surety for and co-principal debtor with the represented party as far as it may be required by any proposed mortgagee/s so as to enable fulfilment of any conditions in this Agreement;
- 9.7.2. If it transpires that the signatory was not so duly authorised, then this Agreement shall be deemed to be an Agreement of Sale to the signatory in his/her personal capacity and not to the represented party. The balance of the terms and conditions shall remain the same.



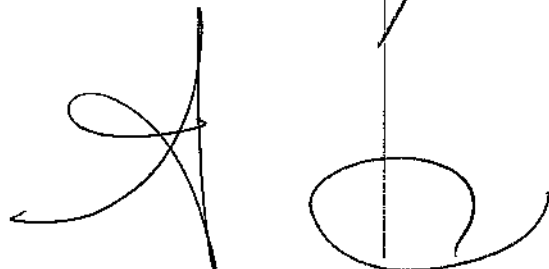
- 9.7.3. The signatory chooses the address stipulated on page 1 of this Agreement as his/her domicilium citandi et executandi.
- 9.8. The Purchaser and the Seller warrant that all the material terms of this Agreement have been adequately explained to them prior to signature of the Agreement.
- 9.9. The parties agree that this Agreement shall in all respects, including the interpretation and implementation thereof, be subject to the laws of the Republic of South Africa and consent to the exclusive jurisdiction of the South African Courts.
- 9.10. Both parties, by their signature hereto, warrant that their tax affairs with the South African Revenue Services (SARS) are in order and up to date or, in the event of this not being the case, that agreement has been reached and that the necessary arrangements have been made with SARS in respect thereof.

10. BROKERAGE

- 10.1. Brokerage in the amount of R150 000.00 inclusive of VAT shall be due and payable by the Purchaser to Stylish Homes upon Transfer. This brokerage is included in the purchase price.
- 10.2. The Seller undertakes to pay the brokerage and hereby irrevocably authorises Loubser van der Walt Inc, on Transfer, to deduct the brokerage thereon from any amount it may be holding in trust in terms of Clause 2 hereof.

11. BREACH

- 11.1. Should either party commit a breach of any of the terms of this Agreement, and fail to remedy same within seven (7) days of being called upon, in writing, to do so, the aggrieved party shall be entitled, without prejudice to his/her rights, to claim any damages that he/she may have suffered as a result of such breach:-
- 11.1.1. to cancel the Agreement by written notice to the defaulting party; or
- 11.1.2. to claim specific performance by the defaulting party of his/her obligations in terms of this Agreement.
- 11.2. No latitude, extension of time of indulgence granted by either party to the other shall be construed as prejudicing such party's right to insist on the strict and punctual compliance by the other party with the terms of this Agreement.

The block contains two handwritten signatures. The signature on the left is a stylized, cursive 'X' or 'A' shape. The signature on the right is a more complex, cursive signature that appears to be 'Loubser van der Walt'.


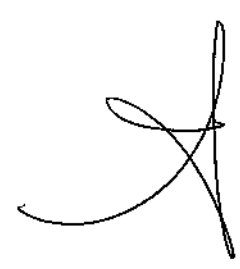
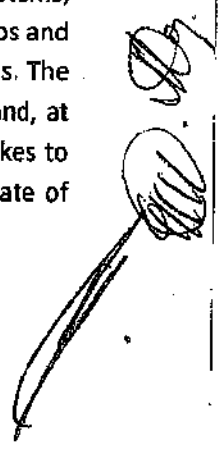
- 11.3. Should this Agreement be cancelled, prior to Transfer, as a result of the Purchaser failing to comply with his/her obligations herein, or by consent between the Seller and the Purchaser, then the brokerage in terms of Clause 10.1 shall, notwithstanding the provisions of Clause 11.1, become due and payable immediately upon such breach or such cancellation and the Purchaser hereby assumes the Seller's obligations to pay the brokerage to Stylish Homes, and the Seller hereby cedes his/her right to claim same from the Purchaser, to Stylish Homes.
- 11.4. The Purchaser chooses his/her address as stipulated on page 1 of this Agreement, as the case may be, and the Seller chooses his/her address as stipulated on page 1 of this Agreement as the addresses at which they will accept delivery and service of all notices and legal process. All notices required to be given by one party to the other shall be in writing and shall be deemed to be received by the by the addressee on the fourth day following the posting thereof by pre-paid registered post or on the date of delivery or transmission thereof if delivered by hand or if transmitted by fax or e-mail.
- 11.5. In the event of any party, having to consult with an attorney as a consequence of any breach of the terms of this Agreement by any party, then the defaulting party will be liable to pay the other parties' costs on the attorney and own client scale.

12. SPECIAL CONDITION:

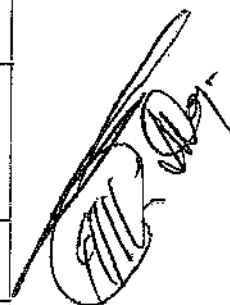
- 12.1 The parties hereto agree that the proceeds of this transaction will be utilised towards the simultaneous purchase of Erf 1242 Waterkloof by the Seller in the amount of R2 350 000.00 or such amount as the Purchaser may accept.

13. FIXTURES AND FITTINGS

The Property is sold with all fixtures and fittings of a permanent nature situated on it at the date of this offer, unless specifically excluded, which shall include but not be limited to, stove/s and extractor fan/s, all light fittings, pelmets and curtain rails, fitted carpets, blinds and awnings, pumps and engines, pool equipment and automatic pool cleaner, fitted alarm systems, electronic consoles and all external keys, bar stools, all fences and garden trees and shrubs and plants, TV aerial, DSTV Satellite Dish, Zozo/wendy hut/s, bathroom mirrors, security gates. The Seller warrants that all such fixtures and fittings are his/her property, are fully paid for and, at date of occupation, shall be in good condition and working order. The Purchaser undertakes to maintain the fixtures and fittings in the same good condition and working order from date of occupation to date of transfer.



14. ADDITIONAL CLAUSES



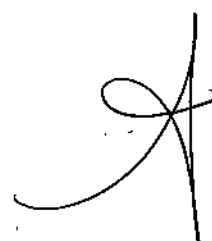
15. EXPIRY

The first signature to this Agreement shall constitute an irrevocable offer, which may not be withdrawn prior to presentation to the Seller of the Purchaser, whichever the case may be, and which thereafter shall remain available for acceptance until _____ on _____ whereafter it shall lapse and be of no further force and effect. _____ is hereby appointed as agent for the Seller and the Purchaser for the purpose of communication of acceptance.



16. SIGNATURE IN COUNTERPARTS

This Offer to Purchase may be signed in separate counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same instrument. A counterpart of this Offer to Purchase in telefax form shall be conclusive evidence of the original signature and shall be as effective in law as the counterparts in original form showing the original signatures.



17. PURCHASER**17.1. IF SIGNING IN A REPRESENTATIVE CAPACITY**

PRECISE TRADE AND INVEST 02 PROPRIETARY LIMITED

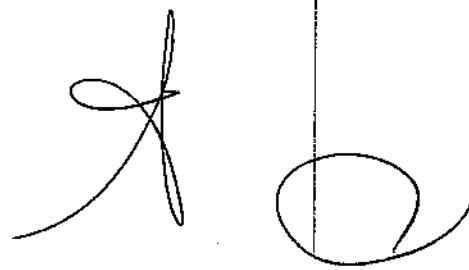
REGISTRATION NUMBER: 2013/059374/07

HEREIN REPRESENTED BY JAN ADRIAAN VAN DER WALT DULY AUTHORISED THERETO

Address of Purchaser entity: _____

("domicilium")**17.2. SIGNED BY THE PURCHASER AT** Pretoria **(PLACE)**THIS 23rd DAY OF April 2013
PURCHASER**18. SELLER**

ISAAC ROY MOGAJANE AND MARGARET YVONNE MOGAJANE

SIGNED BY THE SELLER AT Pretoria **(PLACE)**THIS 23rd DAY OF April 2013
SELLER
X
SELLER

OFFER TO PURCHASE – FULL TITLE

Negotiated by:

1) JOLENE HARRIS

IDENTITY NUMBER: 7103100283089

AND

ELIAKIM HARRIS

IDENTITY NUMBER: 621230 5821 089

MARRIED IN COMMUNITY OF PROPERTY TO EACH OTHER which community is excluded
by the Last Will and Testament of David Freedman in respect of the land hereinafter
described

OF:

AND

2) HOWARD NORMAN BRENER

IDENTITY NUMBER: 6805315262085

UNMARRIED

OF:

*Herein represented by Ivan Lazarus as Curator Bonis appointed
in terms of Court Order dated 23/11/2011*

(hereinafter referred to as "the Seller")

AND

We,

PRECISE TRADE AND INVEST 02 PROPRIETARY LIMITED

REGISTRATION NUMBER: 2013/059374/07

HEREIN REPRESENTED BY JAN ADRIAAN VAN DER WALT DULY AUTHORISED THERETO ("the Purchaser")

Of: 375 JUSTICE MAHOMED STREET, BROOKLYN C/O OFFICES OF LOUBSER VAN DER WALT INC

Hereby offer to purchase from the registered owner ("the Seller") the property described in Clause 1
hereof ("the Property"), at the purchase price set out in Clause 2 hereof which shall include any Value
Added Tax ("VAT") that may be payable ("the purchase price"), on the following terms and conditions:

1. THE PROPERTY

1.1. Erf No:

REMAINING EXTENT OF ERF 621 BROOKLYN TOWNSHIP

REGISTRATION DIVISION J.R., PROVINCE GAUTENG

IN EXTENT 1552 (ONE THOUSAND FIVE HUNDRED AND FIFTY TWO) SQUARE METRES;

HELD BY Deed of Transfer T76968/2012

1.2. Street address:

2. PURCHASE PRICE

- 2.1 The purchase price is: R2 780 000.000 (Two Million Seven Hundred and Eighty Thousand Rand) payable to the Seller against registration of transfer of the Property. The full purchase price will be paid to Loubser van der Walt Attorneys within 10 days after signature hereof, which shall be held in trust and shall be invested in an interest bearing account with a recognized financial Institution pending registration of transfer. All interest which accrues thereon shall accrue to the Purchaser.

3. TRANSFER

Transfer shall be effected by the Attorneys Loubser van der Walt Incforthwith.

4. TRANSFER COSTS

All costs of Transfer, including, but not limited to, Transfer Duty if applicable, and the costs of registering any mortgage bonds which may be required, as well as survey and diagram fees if applicable, and any VAT payable on such costs, shall be paid by the Purchaser. The Purchaser shall, on demand by the Conveyancer, pay to the Conveyancer such costs as are called for by the Conveyancer from time to time.

5. OCCUPATION

- 5.1 Vacant occupation of the Property will be given to the purchasers on date of registration and from then, all revenue accruing from and expenditure in respect of the Property, including rates and taxes and homeowners association levies if applicable, shall be for the account of the Purchaser, on a pro-rata basis. If registration and occupation does not fall on the same date the parties will pay occupational rent in the amount of R6000 — SIX THOUSAND Rands ONLY
- 5.2 The Purchaser shall not make any alterations or additions to the Property prior to Transfer, without the prior written consent of the Seller.
- 5.3 In the event of this contract being cancelled for any reason whatsoever, the Purchaser shall not be entitled to compensation from the Seller for any improvement of whatsoever nature he/she may have caused to be effected on the Property, whether wit or without the Seller's consent. No tenancy or lien or right of retention of whatsoever nature shall arise by virtue of such occupation, alterations or additions and if this agreement is cancelled or the sale lapses, the Purchaser shall forthwith and without notice vacate the Property.
- 5.4 The Seller warrants that the Property shall be maintained in the same condition from date of signature hereof to date of occupation by the Purchaser. The Purchaser warrants that the

Property shall be maintained in the same condition from date of occupation by the Purchaser to date of Transfer, subject always to the Seller's liability for risk in the Property pending Transfer.

6. **POSSESSION AND RISK**

On Transfer, possession of the Property and all the risks and benefits of ownership shall pass to the Purchaser.

7. **ELECTRICAL INSTALLATION & ELECTRIC FENCE COMPLIANCE CERTIFICATE**

12.1. The Seller hereby undertakes to furnish the Purchaser, prior to occupation by the Purchaser, or Transfer, whichever is the earlier, with a valid Certificate of Compliance and, if applicable, a test report in respect of the Property, in terms of the Electrical Installation Regulations of 2009 under the Occupational Health and Safety Act (No. 85 of 1993, as amended) (the Act and Regulations) and **Electrical Machinery Regulations 2011**. The Seller warrants that, as at date of occupation or Transfer, whichever is the earlier, there will have been no addition or alteration to the electrical installation on the property subsequent to the issue of such certificate.

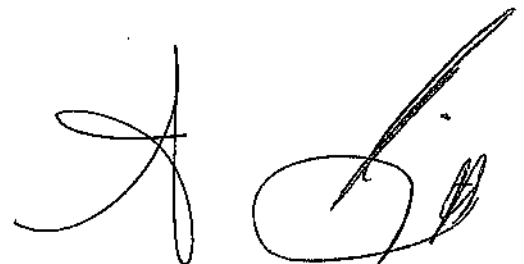
12.2. All costs incurred in obtaining such a certificate and test report, including costs of any repairs or replacements required in order for the certificate to be issued, shall be borne by the Purchaser.

12.3. Upon the Seller furnishing the Purchaser with such a certificate and test report, the Purchaser shall have no claim whatsoever against the Seller in respect of the electrical installation on the property.

8. **GAS INSTALLATIONS**

8.1. The Purchaser shall at his/her expense, obtain a Certificate of Conformity from an authorized person, or an approved inspection authority in respect of the gas installations on the property, in accordance with the provisions of the Occupational Health and Safety Act No. 85 of 1993 and the regulations promulgated thereunder (as amended from time to time). Any work that may be necessary in order for a Certificate of Conformity to be issued shall be effected at the expense of the Purchaser.

8.2. The Purchaser shall obtain the abovementioned certificate prior to Transfer of the property to the Purchaser, or the Occupation Date, whichever is the earlier, and lodge same with the Conveyancer.



9. WARRANTIES AND UNDERTAKINGS

- 9.1. The Seller warrants that, to the best of his knowledge and belief, all permanent structures, additions, alterations and extensions in and on the property are constructed in accordance with the plans which have been approved or that will be approved by the local authorities prior to Transfer but gives no further warranty thereof.
- 9.2. The Property is hereby sold *voetstoots* and subject to all existing servitudes, Title Deed conditions and all other conditions which may exist in regard thereto, the Seller not being responsible for any deficiency nor benefiting from any excess found in the are thereof upon re-survey.
- 9.3. The parties hereto agree that this Agreement constitutes the entire Agreement between them and that no warranties or representations other than those contained herein shall be binding on any of the parties, or their agents nor are there any suspensive conditions to this Agreement which are not included herein. No variation, alteration or consensual cancellation of the Agreement shall be of any force or effect unless reduced to writing and signed by both parties.
- 9.4. The parties warrant that the information contained in this Agreement and in the Personal Details, supplied by them, relating to them or which should reasonably be within their knowledge, is true and correct.
- 9.5. The Purchaser warrants that he/she has not been introduced to the Property or to the Seller by any party other than **Stylish Homes Properties** and that said agency is the effective cause of the sale.
- 9.6. The Purchaser warrants that the price reflected in Clause 2 hereof is the true consideration in this transaction with respect to the immovable property and that no other consideration is involved between the parties directly or indirectly.
- 9.7. Where the signatory to this Agreement does not sign in a personal capacity;
- 9.7.1. he/she warrants due authorisation to represent the party ("the represented party") which he/she purports to represent and binds himself/herself as surety and co-principal debtor with the represented party for the due performance by it of all its obligations in terms hereof, and agrees to sign all documents and to bind himself/herself as surety for and co-principal debtor with the represented party as far as it may be required by any proposed mortgagee/s so as to enable fulfilment of any conditions in this Agreement;
- 9.7.2. If it transpires that the signatory was not so duly authorised, then this Agreement shall be deemed to be an Agreement of Sale to the signatory in his/her personal capacity and not to the represented party. The balance of the terms and conditions shall remain the same.



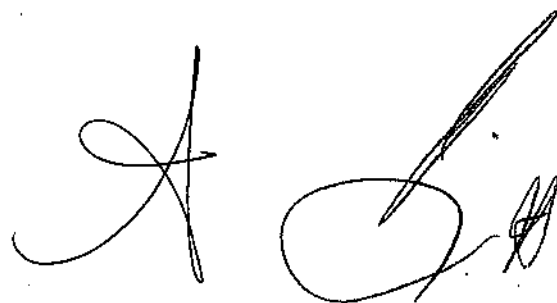
- 9.7.3. The signatory chooses the address stipulated on page 1 of this Agreement as his/her domiciliumcitandietexecutandi.
- 9.8. The Purchaser and the Seller warrant that all the material terms of this Agreement have been adequately explained to them prior to signature of the Agreement.
- 9.9. The parties agree that this Agreement shall in all respects, including the interpretation and implementation thereof, be subject to the laws of the Republic of South Africa and consent to the exclusive jurisdiction of the South African Courts.
- 9.10. Both parties, by their signature hereto, warrant that their tax affairs with the South African Revenue Services (SARS) are in order and up to date or, in the event of this not being the case, that agreement has been reached and that the necessary arrangements have been made with SARS in respect thereof.

10. BROKERAGE

- 10.1. Brokerage in the amount of R80 000.00 inclusive of VAT shall be due and payable by the Seller to Stylish Homes upon Transfer. This brokerage is included in the purchase price.
- 10.2. The Seller undertakes to pay the brokerage and hereby irrevocably authorises Loubser van der Walt Inc, on Transfer, to deduct the brokerage thereon from any amount it may be holding in trust in terms of Clause 2 hereof.

11. BREACH

- 11.1. Should either party commit a breach of any of the terms of this Agreement, and fail to remedy same within seven (7) days of being called upon, in writing, to do so, the aggrieved party shall be entitled, without prejudice to his/her rights, to claim any damages that he/she may have suffered as a result of such breach:-
- 11.1.1. to cancel the Agreement by written notice to the defaulting party; or
- 11.1.2. to claim specific performance by the defaulting party of his/her obligations in terms of this Agreement.
- 11.2. No latitude, extension of time of indulgence granted by either party to the other shall be construed as prejudicing such party's right to insist on the strict and punctual compliance by the other party with the terms of this Agreement.

The block contains two handwritten signatures. The signature on the left is a stylized, cursive 'A' with a long vertical stroke. The signature on the right is a cursive 'S' followed by a small, illegible mark.

14. ADDITIONAL CLAUSES

[This section contains ten horizontal lines for additional clauses. A large diagonal line is drawn across the entire section from the bottom left to the top right.]

[Handwritten signature]

15. EXPIRY

The first signature to this Agreement shall constitute an irrevocable offer, which may not be withdrawn prior to presentation to the Seller of the Purchaser, whichever the case may be, and which thereafter shall remain available for acceptance until on whereafter it shall lapse and be of no further force and effect. is hereby appointed as agent for the Seller and the Purchaser for the purpose of communication of acceptance.

16. SIGNATURE IN COUNTERPARTS

This Offer to Purchase may be signed in separate counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same instrument. A counterpart of this Offer to Purchase in telefax form shall be conclusive evidence of the original signature and shall be as effective in law as the counterparts in original form showing the original signatures.

[Two handwritten signatures at the bottom right of the page.]

17. PURCHASER**17.1. IF SIGNING IN A REPRESENTATIVE CAPACITY**

PRECISE TRADE AND INVEST 02 PROPRIETARY LIMITED

REGISTRATION NUMBER: 2013/059374/07

HEREIN REPRESENTED BY JAN ADRIAAN VAN DER WALT DULY AUTHORISED THERETO

Address of Purchaser entity: _____

("domicilium")**17.2. SIGNED BY THE PURCHASER AT** Pretoria **(PLACE)**THIS 23 DAY OF April 2013

PURCHASER**18. SELLER**



JOLENE HARRIS and HOWARD NORMAN BRENER

SIGNED BY THE SELLER AT Pretoria **(PLACE)**THIS 23 April 2013 DAY OF _____ 2013

SELLER

SELLER

The information below is required Inter alia for Transfer duty and F.I.C.A. purposes

OFFER TO PURCHASE – FULL TITLE

Negotiated by:

TSHEPO LUCKY MONTANA

IDENTITY NUMBER: 700425 5660 08 1

Of: 333 MAIN STREET, WATERKLOOF, PRETORIA

(hereinafter referred to as "the Seller")

AND

We,

PRECISE TRADE AND INVEST 02 PROPRIETARY LIMITED

REGISTRATION NUMBER: 2013/059374/07

HEREIN REPRESENTED BY **JAN ADRIAAN VAN DER WALT**

IDENTITY NUMBER: 730518 5010 08 5

DULY AUTHORISED THERETO ("the Purchaser")

Of: 1093 JUSTICE MAHOMED STREET, (formerly 375 Charles Street), BROOKLYN

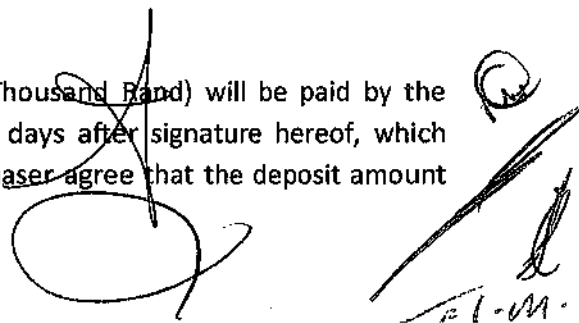
Hereby offer to purchase from the registered owner ("the Seller") the property described in Clause 1 hereof ("the Property"), at the purchase price set out in Clause 2 hereof which shall include any Value Added Tax ("VAT") that may be payable ("the purchase price"), on the following terms and conditions:

1. THE PROPERTY

- 1.1. Erf No 359:
PORTION 0,
TOWNSHIP: PARKWOOD
LOCAL AUTHORITY: CITY OF JOHANNESBURG
REGISTRATION DIVISION: IR
PROVINCE: GAUTENG
DIAGRAM DEED: T3960/938
EXTENT: 1006.00 SQUARE METRES
HELD BY DEED OF TRANSFER: T48559/2008
- 1.2. Street address: 10 NEWPORT ROAD, PARKWOOD, JOHANNESBURG.

2. PURCHASE PRICE

- 2.1 The purchase price is: R6 800 000.00 (Six Million Eight Hundred Rand) payable to the Seller against registration of transfer of the Property.
- 2.2 A deposit of R2 500 000.00 (Two Million Five Hundred Thousand Rand) will be paid by the Purchaser to Loubser van der Walt Inc within 30 (thirty) days after signature hereof, which amount shall be held in trust and the Seller and the Purchaser agree that the deposit amount



may be utilised, on behalf of the Seller, to render guarantees to Mariana Pera Attorneys in the transfer of Portion 1 of Erf 161 Waterkloof, from A.E Wilson to the Seller.

- 2.3 The balance of the purchase price will be paid to Loubser van der Walt Inc's trust account within 90 (ninety) days after the signature hereof, which amount shall be invested in an interest bearing account with Investec Bank Limited, pending registration of transfer. All interest which occur thereof, shall accrue to the benefit of the Purchaser.
- 2.4 Loubser van der Walt Inc will issue acceptable guarantees against this purchase price for the purchase of Erf No 359, Parkwood, Johannesburg by the within Seller.

3. **TRANSFER**

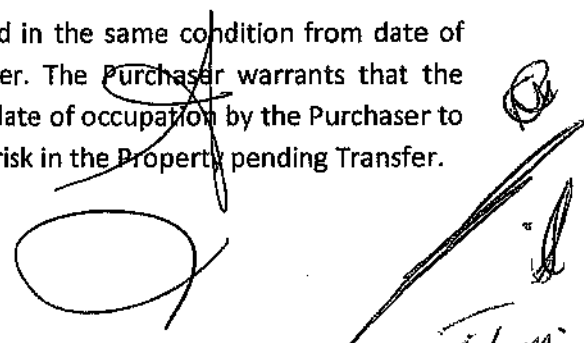
Transfer shall be effected by the Attorneys Loubser van der Walt Inc forthwith.

4. **TRANSFER COSTS**

All costs of Transfer, including, but not limited to, Transfer Duty if applicable, and the costs of registering any mortgage bonds which may be required, as well as survey and diagram fees if applicable, and any VAT payable on such costs, shall be paid by the Purchaser. The Purchaser shall, on demand by the Conveyancer, pay to the Conveyancer such costs as are called for by the Conveyancer from time to time.

5. **OCCUPATION**

- 5.1 Vacant occupation of the Property shall be given to the Purchaser on date of Transfer of the property in the Purchaser's name.
- 5.2 The Purchaser shall not make any alterations or additions to the Property prior to Transfer, without the prior written consent of the Seller.
- 5.3 In the event of this contract being cancelled for any reason whatsoever, the Purchaser shall not be entitled to compensation from the Seller for any improvement of whatsoever nature he/she may have caused to be effected on the Property, whether with or without the Seller's consent. No tenancy or lien or right of retention of whatsoever nature shall arise by virtue of such occupation, alterations or additions and if this agreement is cancelled or the sale lapses, the Purchaser shall forthwith and without notice vacate the Property.
- 5.4 The Seller warrants that the Property shall be maintained in the same condition from date of signature hereof to date of occupation by the Purchaser. The Purchaser warrants that the Property shall be maintained in the same condition from date of occupation by the Purchaser to date of Transfer, subject always to the Seller's liability for risk in the Property pending Transfer.



6. POSSESSION AND RISK

On Transfer, possession of the Property and all the risks and benefits of ownership shall pass to the Purchaser.

7. ELECTRICAL INSTALLATION & ELECTRIC FENCE COMPLIANCE CERTIFICATE

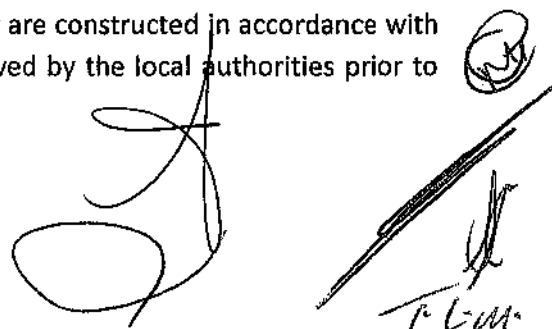
- 7.1. The Seller hereby undertakes to furnish the Purchaser, prior to occupation by the Purchaser, or Transfer, whichever is the earlier, with a valid Certificate of Compliance and, if applicable, a test report in respect of the Property, in terms of the Electrical Installation Regulations of 2009 under the Occupational Health and Safety Act (No. 85 of 1993, as amended) (the Act and Regulations) and **Electrical Machinery Regulations 2011**. The Seller warrants that, as at date of occupation or Transfer, whichever is the earlier, there will have been no addition or alteration to the electrical installation on the property subsequent to the issue of such certificate.
- 7.2. All costs incurred in obtaining such a certificate and test report, including costs of any repairs or replacements required in order for the certificate to be issued, shall be borne by the Purchaser.
- 7.3. Upon the Seller furnishing the Purchaser with such a certificate and test report, the Purchaser shall have no claim whatsoever against the Seller in respect of the electrical installation on the property.

8. GAS INSTALLATIONS

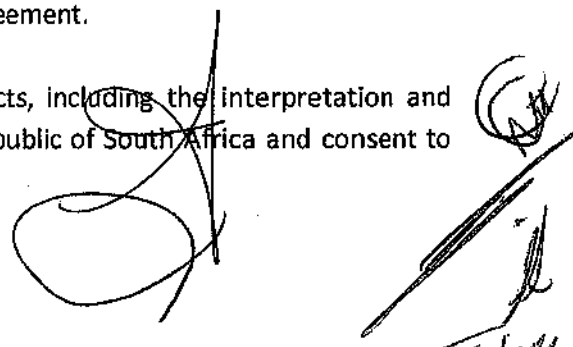
- 8.1. The Purchaser shall at his/her expense, obtain a Certificate of Conformity from an authorized person, or an approved inspection authority in respect of the gas installations on the property, in accordance with the provisions of the Occupational Health and Safety Act No. 85 of 1993 and the regulations promulgated thereunder (as amended from time to time). Any work that may be necessary in order for a Certificate of Conformity to be issued shall be effected at the expense of the Purchaser.
- 8.2. The Purchaser shall obtain the abovementioned certificate prior to Transfer of the property to the Purchaser, or the Occupation Date, whichever is the earlier, and lodge same with the Conveyancer.

9. WARRANTIES AND UNDERTAKINGS

- 9.1. The Seller warrants that, to the best of his knowledge and belief, all permanent structures, additions, alterations and extensions in and on the property are constructed in accordance with the plans which have been approved or that will be approved by the local authorities prior to Transfer but gives no further warranty thereof.

The block contains handwritten signatures and initials. On the left, there is a large, stylized signature. To its right, there are several smaller signatures and initials, including one that appears to be 'T. L. M.' at the bottom right.

- 9.2. The Property is hereby sold *voetstoots* and subject to all existing servitudes, Title Deed conditions and all other conditions which may exist in regard thereto, the Seller not being responsible for any deficiency nor benefiting from any excess found in the are thereof upon re-survey.
- 9.3. The parties hereto agree that this Agreement constitutes the entire Agreement between them and that no warranties or representations other than those contained herein shall be binding on any of the parties, or their agents nor are there any suspensive conditions to this Agreement which are not included herein. No variation, alteration or consensual cancellation of the Agreement shall be of any force or effect unless reduced to writing and signed by both parties.
- 9.4. The parties warrant that the information contained in this Agreement and in the Personal Details, supplied by them, relating to them or which should reasonably be within their knowledge, is true and correct.
- 9.5. The Purchaser warrants that he has not been introduced to the property by any agent and that no agency is the effective cause of this sale.
- 9.6. The Purchaser warrants that the price reflected in Clause 2 hereof is the true consideration in this transaction with respect to the immovable property and that no other consideration is involved between the parties directly or indirectly.
- 9.7. Where the signatory to this Agreement does not sign in a personal capacity;
- 9.7.1. he/she warrants due authorisation to represent the party ("the represented party") which he/she purports to represent and binds himself/herself as surety and co-principal debtor with the represented party for the due performance by it of all its obligations in terms hereof, and agrees to sign all documents and to bind himself/herself as surety for and co-principal debtor with the represented party as far as it may be required by any proposed mortgagee/s so as to enable fulfilment of any conditions in this Agreement;
- 9.7.2. If it transpires that the signatory was not so duly authorised, then this Agreement shall be deemed to be an Agreement of Sale to the signatory in his/her personal capacity and not to the represented party. The balance of the terms and conditions shall remain the same.
- 9.7.3. The signatory chooses the address stipulated on page 1 of this Agreement as his/her domicilium citandi et executandi.
- 9.8. The Purchaser and the Seller warrant that all the material terms of this Agreement have been adequately explained to them prior to signature of the Agreement.
- 9.9. The parties agree that this Agreement shall in all respects, including the interpretation and implementation thereof, be subject to the laws of the Republic of South Africa and consent to the exclusive jurisdiction of the South African Courts.

The block contains two handwritten signatures. The signature on the left is a large, stylized, cursive mark. The signature on the right is a smaller, more compact cursive mark.

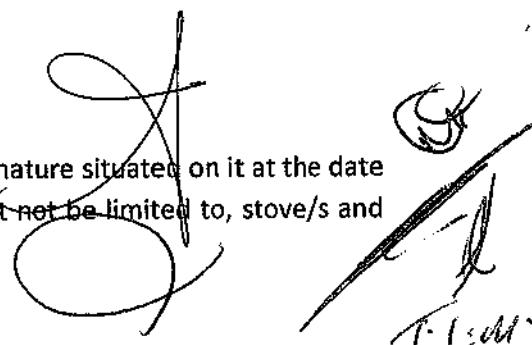
- 9.10. Both parties, by their signature hereto, warrant that their tax affairs with the South African Revenue Services (SARS) are in order and up to date or, in the event of this not being the case, that agreement has been reached and that the necessary arrangements have been made with SARS in respect thereof.

10. BREACH

- 10.1. Should either party commit a breach of any of the terms of this Agreement, and fail to remedy same within seven (7) days of being called upon, in writing, to do so, the aggrieved party shall be entitled, without prejudice to his/her rights, to claim any damages that he/she may have suffered as a result of such breach:-
- 10.1.1. to cancel the Agreement by written notice to the defaulting party; or
- 10.1.2. to claim specific performance by the defaulting party of his/her obligations in terms of this Agreement.
- 10.2. No latitude, extension of time of indulgence granted by either party to the other shall be construed as prejudicing such party's right to insist on the strict and punctual compliance by the other party with the terms of this Agreement.
- 10.3. Should this Agreement be cancelled, prior to Transfer, as a result of the Purchaser failing to comply with his/her obligations herein, or by consent between the Seller and the Purchaser, then the brokerage in terms of Clause 10.1 shall, notwithstanding the provisions of Clause 11.1, become due and payable immediately upon such breach or such cancellation and the Purchaser hereby assumes the Seller's obligations to pay the brokerage to Stylish Homes, and the Seller hereby cedes his/her right to claim same from the Purchaser, to Stylish Homes.
- 10.4. The Purchaser chooses his/her address as stipulated on page 1 of this Agreement, as the case may be, and the Seller chooses his/her address as stipulated on page 1 of this Agreement as the addresses at which they will accept delivery and service of all notices and legal process. All notices required to be given by one party to the other shall be in writing and shall be deemed to be received by the by the addressee on the fourth day following the posting thereof by pre-paid registered post or on the date of delivery or transmission thereof if delivered by hand or if transmitted by fax or e-mail.
- 10.5. In the event of any party, having to consult with an attorney as a consequence of any breach of the terms of this Agreement by any party, then the defaulting party will be liable to pay the other parties' costs on the attorney and own client scale.

11. FIXTURES AND FITTINGS

The Property is sold with all fixtures and fittings of a permanent nature situated on it at the date of this offer, unless specifically excluded, which shall include but not be limited to, stove/s and

The block contains handwritten signatures and initials. On the left, there is a large, stylized signature. To its right, there are several sets of initials and a signature, including one that appears to be 'T. I. M.' at the bottom right.

extractor fan/s, all light fittings, pelmets and curtain rails, fitted carpets, blinds and awnings, pumps and engines, pool equipment and automatic pool cleaner, fitted alarm systems, electronic consoles and all external keys, bar stools, all fences and garden trees and shrubs and plants, TV aerial, DSTV Satellite Dish, Zozo/wendy hut/s, bathroom mirrors, security gates. The Seller warrants that all such fixtures and fittings are his/her property, are fully paid for and, at date of occupation, shall be in good condition and working order. The Purchaser undertakes to maintain the fixtures and fittings in the same good condition and working order from date of occupation to date of transfer.

12. SIGNATURE IN COUNTERPARTS

This Offer to Purchase may be signed in separate counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same instrument. A counterpart of this Offer to Purchase in telefax form shall be conclusive evidence of the original signature and shall be as effective in law as the counterparts in original form showing the original signatures.

13. PURCHASER

13.1. IF SIGNING IN A REPRESENTATIVE CAPACITY

Full name of Company PRECISE TRADE AND INVEST 02 PROPRIETARY LIMITED
 REGISTRATION NUMBER: 2013/059374/07
 HEREIN REPRESENTED BY JAN ADRIAAN VAN DER WALT
 IDENTITY NUMBER: 730518 5010 08 5

Address of Purchaser entity: 1093 Justice Mahomed Street (formerly 375 Charles Street),
 Brooklyn, Pretoria ("domicilium")

13.2. SIGNED BY THE PURCHASER AT Pretoria (PLACE)

THIS 05 DAY OF May 20 14

AS WITNESSES:

1. [Signature]

2. [Signature]


[Signature]
 PRECISE TRADE AND INVEST 02 PROPRIETARY LIMITED
 REGISTRATION NUMBER: 2013/059374/07
 HEREIN REPRESENTED BY JAN ADRIAAN VAN DER WALT
 IDENTITY NUMBER: 730518 5010 08 5
 ("the Purchaser")

T.C.M.

14. SIGNED BY THE SELLER AT Pretoria (PLACE)
THIS 05 DAY OF May 20 14

AS WITNESSES:

1. 

2. 



TSHEPO LUCKY MONTANA

IDENTITY NUMBER: 700425 5660 08 1

("the Seller")



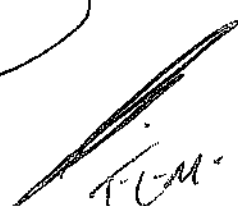
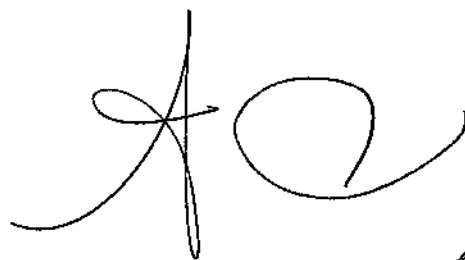
ADDENDUM TO OFFER TO PURCHASE

entered into and between:

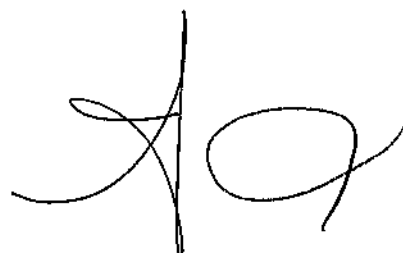
TSHEPO LUCKY MONTANA
(Identity Number: 700425 5660 08 1)
of 333 Main Street
Waterkloof, Pretoria
(hereinafter referred to as "**the Seller**")

and

PRECISE TRADE AND INVEST 02 (PTY) LTD
(Registration Number: 2013/059374/07)
herein represented by **JAN ADRIAAN VAN DER WALT**
(Identity Number: 730518 5010 08 5)
of 1093 Justice Mahommed Street,
Brooklyn, Pretoria
(hereinafter referred to as "**the Purchaser**")



- 1.1 **WHEREAS** the Seller and the Purchaser have entered into a Offer to Purchase at Pretoria, on the 05th of May 2014 for the purchase of the property as stipulated in clause 1.1 of the Offer to Purchase.
- 1.2 The Parties wish to record the following as an Addendum to the Offer to Purchase.
- 2.1 The Parties agree that it will be the sole obligation of the Seller to complete and install the following on the property, namely:
- 2.1.1 The swimming pool must be completed and fitted with a workable swimming pool pump to the satisfaction of the Purchaser;
- 2.1.2 The kitchen must be replaced to the satisfaction of the Purchaser. In this regard the Seller will convey and obtain drawings of the kitchen and kitchen equipment, to be submitted to the Purchaser, for his approval;
- 2.1.3 Construction on top of the garage must be completed;
- 2.1.4 All current tiling inside the house must be completed;
- 2.1.5 All renovations on all bathrooms must be completed;
- 2.1.6 Finalization of security system.
- 2.2 The Parties agree that all the above must be completed before transfer of the property.
- 2.3 The Parties specifically agree that all the above costs will be for the account of the Seller.



3. LEASE AGREEMENT:


- 3.1 The Seller confirmed that a friend, Mr Sakkie Zamxaka, is currently residing on the premises, without paying any rent.
- 3.2 The Seller undertake to give vacant occupancy to the Purchaser within 30 (thirty) days after registration took place, in the event that the Purchaser and Mr S Zamxaka can not enter into a Lease Agreement for a minimum amount of R20 000.00 (Twenty Thousand Rand) per month, for a lease period of between 6 (six) to 12 (twelve) months.

THUS done and SIGNED at PRETORIA on this 25 day of JUNE 2014.

AS WITNESSES:

1. _____

2. _____

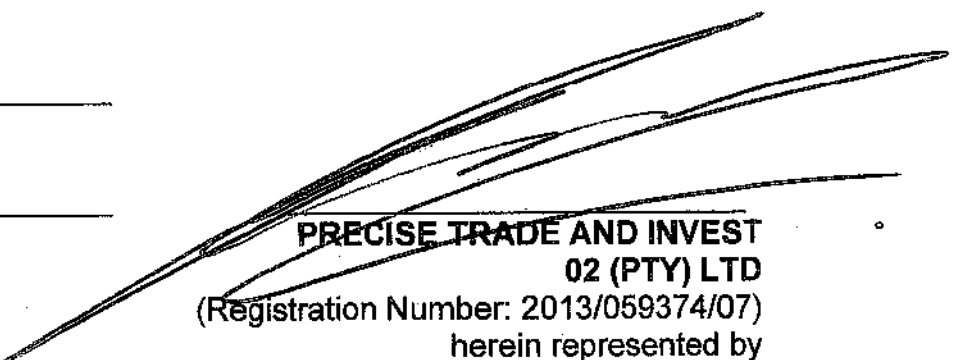

TSHEPO LUCKY MONTANA
 (Identity Number: 700425 5660 08 1)
 (the SELLER)

THUS done and SIGNED at PRETORIA on this 25 day of JUNE 2014.

AS WITNESSES:

1. _____

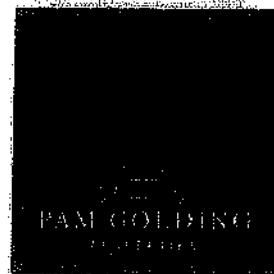
2. _____


PRECISE TRADE AND INVEST
02 (PTY) LTD
 (Registration Number: 2013/059374/07)
 herein represented by
JAN ADRIAAN VAN DER WALT
 (Identity Number: 730518 5010 08 5)
 (the PURCHASER)

OFFER TO PURCHASE

Full Title

Pam Golding Properties
An International Franchise of South Africa

Pam Golding Properties (Pty) Ltd. Reg. No. 2004/032256/07

To: NICOLAS GODFREY KOTLER
"the Seller"of: 119 EMPIRE PLACE, SANDHURST

(which address the Seller selects as his/her/its domicilium citandi et executandi for all purposes including notices arising herefrom)

I/We, the undersigned,

DAVID ADRIAN VAN DER WALT REPRESENTINGPRECISE TRADE & INVEST 02 (PTY) LTD
"the Purchaser"of: 1603 JUSTICE MOHAMED STREET, BROOKLYN
PRETORIA(which address the Purchaser selects as his/her/its domicilium citandi et executandi for all purposes including notices arising herefrom)
hereby offer to purchase through the agency of PAM GOLDING PROPERTIES (PGP):Erf No.: 1 PORTICO 18Physical Address 119 EMPIRE PLACE, SANDHURST
"the Property"

on the following terms and conditions:

1. Voetstoots

The Seller warrants that as at the date of acceptance of this offer there are no latent defects in the property known to the Seller and that save for this the property is sold voetstoots. The property is also sold subject to all conditions and servitudes mentioned or referred to in its Title Deed and to all such other conditions and servitudes which may exist in regard thereto and if the property has been erroneously described herein the intention of the parties is to describe the property as set out in the Title Deed.

2. Purchase Price

The purchase price is R 13,900,000 (THIRTEEN MILLION NINE HUNDRED THOUSAND) payable as follows:

2.1 A deposit of R 5,000,000 (FIVE MILLION) being 10% of the purchase price

shall be paid upon acceptance to PGP to be held by PGP in an interest bearing trust account for the benefit of the purchaser until registration of transfer. The purchaser shall be entitled to interest on the deposit at a rate equal to the Standard Bank Retail Call Rate for a deposit of the same value;

2.2 The balance of R 8,900,000 (EIGHT MILLION NINE HUNDRED THOUSAND)

shall be paid on transfer to be secured by bank or other approved guarantees in favour of the Seller/Seller's nominee/s to be delivered to the Seller's conveyancers within 14 days of acceptance of this offer or, if bond finance is required in terms of clause 6, within the same period following the grant of such bond finance.

3. Occupation

Provided the Purchaser has paid all costs, signed all necessary bond and transfer documents, delivered such guarantees as may have been called for and is not otherwise in breach of any of the provisions hereof, the right of occupation of the Property shall be given to and taken by the Purchaser at midday on 01/02/2016 of 2016. If the date of occupation does not coincide with the date of transfer the party enjoying the right of occupation whilst the Property is registered in the name of the other party shall, in consideration therefore, and for the period of such occupation, pay to the conveyancers a rental of R 75,000 monthly in advance from date of occupation. No tenancy shall be created by the Purchaser taking occupation prior to transfer and the Purchaser's right of occupation shall terminate on cancellation of the sale whatever the reason therefore. The Purchaser shall not be entitled to make any alterations or additions to the Property prior to transfer.

4. Benefits and Risk

All benefits and risk in the property shall pass to the Purchaser on transfer from which date the Purchaser shall be liable inter alia for all rates, taxes and/or levies which pertain to the Property. Prepayments made by either party for any period subsequent to transfer shall be adjusted proportionately. The Seller shall maintain the existing insurance cover on the Property until transfer.

5. Transfer

Transfer shall be effected by the Seller's conveyancers within a reasonable time after the Purchaser has complied with the provisions of 2.1 and 2.2, signed all necessary bond and transfer documents and paid all necessary costs of transfer. The Purchaser shall upon demand by the conveyancers make such payments and the Seller and the Purchaser shall sign all transfer documents when so required by the conveyancers. The Seller shall, if the conveyancers so require, pay to the conveyancers such amounts as may be necessary to obtain a rates and/or levy/ies clearance certificate to facilitate transfer.

6. Bond Finance

6.1 This sale is subject to the Purchaser (or the Seller or PGP on the Purchaser's behalf) by no later than

raising a loan on security of a mortgage bond over the Property for R

on such terms and subject to such conditions as are customarily imposed by mortgage lending financial institutions. The Purchaser warrants that he/she/it qualifies for such loan and knows of no factors which might prevent a financial institution from issuing a loan quotation. This condition shall be deemed to have been fulfilled on the date upon which the mortgage lender issues a written loan quotation. If the loan quotation is not issued by the date referred to above the period for raising the loan shall be extended automatically for a further 30 (thirty) days.

~~6.2 The provisions of 6.1 are inserted for the benefit of the Purchaser who which may waive the condition expressly or by conduct.~~

7. Fixtures and Fittings

The Property is sold together with all fixtures and fittings of a permanent nature in or attached to the property including stove, electric light fittings, fitted carpets, TV aerial, satellite dish, automatic pool cleaning equipment and ~~THE TV UNIT IS EXCLUDED~~

which the Seller warrants are in good working order and condition as at date of signature hereof and which the Seller warrants have been fully paid for.

8. Electrical Compliance Certificate

The Seller shall provide the Purchaser, by delivery to the conveyancers, with an Electrical Compliance Certificate issued in terms of Government Gazette No. 31975 of 06.03.09 prior to the date of transfer which shall not be older than 2 years. Insofar as the accredited electrician appointed by the Seller to provide such certificate requires remedial or rectification electrical work to be carried out as a precondition to the issue of such certificate the Seller will procure that such work is carried out and will do so at the Seller's sole cost and expense.

9. Brokerage

5.68% (FIVE POINT SIX EIGHT)

9.1 The Seller shall pay PGP's brokerage calculated at ~~5.68%~~ on the purchase price, plus VAT at 14%, which brokerage shall be due and payable on transfer or on cancellation in the circumstances contemplated in 9.2, 9.3 or 9.4.

9.2 On transfer, or on the date of cancellation by mutual consent between the Seller and the Purchaser, PGP may appropriate the deposit to meet its brokerage claim and if such deposit is insufficient and/or is held by the conveyancers, or there is no such deposit, then the conveyancers are irrevocably authorized by the Seller and the Purchaser to appropriate the brokerage from either the deposit and/or any other funds held by the conveyancers and account to PGP.

9.3 If the agreement is cancelled as a consequence of default by the Purchaser, the Purchaser acknowledges that he/she/it shall be liable to PGP for payment of the equivalent of the brokerage by way of liquidated damages without prejudice to the rights of PGP against the Seller in terms of this agreement or otherwise.

9.4 If the agreement is cancelled as a consequence of default by the Seller, the Seller acknowledges that he/she/it shall immediately be liable to PGP for payment of the brokerage contemplated herein. Any legal costs incurred by PGP in enforcing its right to brokerage against the Seller and/or the Purchaser shall be paid by the defendant party on the scale as between attorney and client.

9.5 The provisions of this clause and the selection of a domicilium citandi et executandi are inserted by the Seller and the Purchaser and are intended for the benefit of PGP.

10. Breach

10.1 Should the Purchaser breach any of the terms of this agreement and fail to remedy such breach within 7 (seven) days of the date of delivery of written notice given by the Seller to the Purchaser specifying the breach and demanding its rectification then and in such event the Seller shall be entitled, without prejudice to any other rights that the Seller has in law or under the agreement:-

10.1.1 to claim specific performance, in which event it is agreed that the full purchase price shall become immediately due and payable; or

10.1.2 to cancel this agreement and to retain, after payment of brokerage to PGP, the balance of the deposit or any other monies paid on account of the purchase price and/or costs and held by PGP and/or the conveyancers as rowwkoop or penalty or as liquidated damages in respect of the prejudice suffered by the Seller; or

10.1.3 to cancel this agreement and to claim and recover from the Purchaser damages sustained by the Seller as a consequence of the cancellation occasioned by the Purchaser's breach and pending determination of such damages to require the deposit or any balance of the deposit (after payment of brokerage to PGP) and any other amounts paid by the Purchaser to the conveyancers or PGP on account of the purchase price to be retained in trust for ultimate application to satisfy any successful claim brought by the Seller. The provisions of this clause, if applied by the Seller, shall not prejudice the rights of PGP pursuant to clause 9.3.

10.2 Should the Seller choose to enforce rights by way of legal proceedings the legal costs so incurred shall be paid by the Purchaser on the scale as between attorney and client.

- 10.3 The Seller and the Purchaser consent to the jurisdiction of the Magistrate's Court having jurisdiction in respect of their persons notwithstanding that the amount in dispute might otherwise exceed such jurisdiction. Such consent shall not preclude either party from instituting proceedings against the other party arising from this agreement or its cancellation in any competent division of the High Court of South Africa.
- 10.4 The Seller and Purchaser choose the addresses and/or fax number and/or email address selected above as their respective domicilii citandi et executandi for the purpose of delivery of all notices or legal processes arising from this agreement or its cancellation. A written notice shall be sealed in an envelope addressed to the domicilium address of the addressee and shall be deemed to have been received by the addressee 3 (three) days after posting by pre-paid registered post, unless earlier delivery of such written notice can be proved.
- 10.5 The consent in 10.3 and the selection in 10.4 are extended to the rights contained in clause 9 for the benefit of PGP.

11. Withholding tax obligation * (This clause is only applicable where the purchase price is more than two million rand)
 If the purchase price is more than two million rand, then the Seller hereby warrants that she/he/it, ~~is/is not~~ (*delete whichever is not applicable) a resident of the Republic of South Africa upon a proper interpretation of the terms of the Income Tax Act 58 of 1962 ("the Act"). If the Seller is a non-resident as contemplated in the Act, the Seller and Purchaser hereby record that they are aware of an obligation on the part of the Purchaser to withhold a prescribed portion of the purchase price from the Seller, and pay such withheld portion to the South African Revenue Services ("SARS") in terms of Section 35A of the Act. The parties agree that the Purchaser shall request the conveyancers to fulfill this obligation on the Purchaser's behalf and on registration withhold the prescribed percentage from the balance of the purchase price and pay same over to SARS as stipulated in the Act.

12. Multiple and Representative Purchasers

- 12.1 Where the purchaser is two or more persons, natural or juristic, their liability shall be joint and several.
- 12.2 Where the Purchaser is a Company, Close Corporation, Trust or other juristic person the natural person who represents the Purchaser in making this offer shall by his/her signature be bound with the Purchaser as surety for and co-principal debtor with the Purchaser and shall be deemed to have chosen the legal address of the Purchaser as his/her domicilium citandi et executandi for all purposes arising from the acceptance of this Offer.
- 12.3 If the property is owned by a Company, Close Corporation, Trust or other juristic person the natural person who accepts this Offer shall do so on behalf of such Company, Close Corporation or Trust and warrants that he/she is duly authorized to represent the Seller.

13. Warranties or Representations

The parties hereto acknowledge that this agreement constitutes the entire agreement between them and no other conditions, stipulations, warranties or representations whatsoever have been made by either party or his/her/its agent other than such as may be included herein or subsequently recorded in writing signed by or on behalf of the parties. The Seller shall not benefit by any excess or be liable for any deficiency in the area of the Property nor shall he/she/it be liable for any encroachment on and/or of any adjoining property. The Seller shall not be required to indicate to the Purchaser the position of beacons or boundaries of the Property nor be liable for the cost of locating same. No agreement to cancel, alter or add to this agreement shall be of any force or effect unless such agreement is in writing and signed by the Seller and the Purchaser.

14. General

- 14.1 The parties to this agreement acknowledge that the meaning and consequences of this document have been explained to them by a representative of PGP.
- 14.2 The parties hereby grant PGP permission to erect a "Sold" sign on the Property for a period of ninety days after acceptance hereof.

15. Other Terms and /or Conditions

THE DEPOSIT IN 2.1 WAS RECEIVED ON
 07 NOVEMBER 2014

16. This offer is irrevocable and expires at 22h00 on 26 Nov 2014 and shall be deemed to be accepted on signature hereof by the Seller irrespective of when notification thereof is given to the Purchaser.

SIGNED by the PURCHASER

AS WITNESS

AS WITNESS

PURCHASER (or on behalf of the purchaser and duly authorized)

On behalf of Invest 02 (Pty) Ltd.

OTHER PARTY/PURCHASER'S SPOUSE where marriage governed by the laws of a foreign country or where married in community of property.

SIGNED by the SELLER at _____ on the _____ day of _____ 20 _____ at _____ h

AS WITNESS

SELLER (or on behalf of the seller and duly authorized)

AS WITNESS

OTHER PARTY/SELLER'S SPOUSE where marriage governed by the laws of a foreign country or where married in community of property.

PGP hereby accepts all the benefits conferred upon it in terms of this Agreement

Pam Golding Properties (Pty) Ltd. VAT No. 4350217412

SELLER (S)	PURCHASER (S)
Title and Full Name	<u>PRECISE TRADE AND INVEST 02 (PTY) LTD</u>
Identity / Passport Number	<u>2013/099374/01</u>
Date of Birth	
Spouse Title and Full Name	<u>JAN ADRIAN JAN DEE WALT</u>
Maiden Name (if applicable)	
Identity Number	<u>7305185010085</u>
Date of Birth	<u>18 MAY 1973</u>
Date of Marriage	
Married in or out of Community of Property	
Country of Marriage	
Residential Address	<u>1093 JUSTICE MARSHED STREET, BROOKLYN PRETORIA</u>
Postal Address	<u>P.O. Box 1935 BROOKLYN SQUARE 0075</u>
Mobile Number	<u>082 778 1720</u>
Home Telephone Number	
Business Telephone Number	<u>012 460 1915/6</u>
Telefax Number	<u>0868 720 - 8747</u>
Email Address	<u>INFO@LOWWALT.CO.ZA</u>

CONVEYANCERS
Name <u>ENYMAIS INC</u>
Contact Person <u>TALITA HOLDWAT</u>
Telephone Number <u>010 003 6512</u>
Cell / Telefax Number <u>082 828 7477</u>

Property Bonded to
Account Number
Managing Agents
Telephone Number
Is the Seller VAT registered? YES / NO. If Yes (VAT Number)

**Certificate issued by the Companies and Intellectual Property
Commission on Tuesday, September 17, 2013 03:04
Certificate of Confirmation**



Companies and Intellectual
Property Commission
a member of the SAG group

Registration number **2013/059374/07**
Enterprise Name **PRECISE TRADE AND INVEST 02 (PTY) LTD**

Auditors

Name **VAN WYK AUDITORS**

Postal Address **P O BOX 35156
MENLO PARK
0102**

Active Directors / Officers

Surname and first names	ID number or date of birth	Director type	Appoint- ment date	Addresses
VAN DER WALT, JAN ADRIAAN	7305185010085	Director	29/05/2013	Postal: P O BOX 1935, BROOKLYN SQUARE, 0075 Residential: 375 CHARLES STREET, BROOKLYN, 0181



The Companies and Intellectual Property Commission
of South Africa
P.O. BOX 429, PRETORIA, 0001, Republic of South Africa, Docex 256, PRETORIA.
Call Centre Tel 086 100 2472, Website www.cipc.co.za





Inspiring trust through service excellence

Unit 31 Waterford Office Park
Corner Witkoppen & Waterford Roads
Fourways

PO Box 1610, Northcliff, 2115
Dooex 7 Northcliff

Tel.: (010) 003 6512 E info@snymans.com
Fax: 086 660 8883 W www.snymans.com

Datum/Date : 09 March 2015
Ons Verw./Our Ref. : FW/Clive Smith/Talita Holding/K01369
U Verw./Your Ref. :

PRECISE TRADE AND INVEST 02 (PTY) LTD

FINAL STATEMENT OF ACCOUNT

TRANSFER PORTION 18 / ERF 1 SANDHURST (119 EMPIRE PLACE): NG KOHLER / PRECISE
TRADE AND INVEST 02 (PTY) LTD

DESCRIPTION	VAT	DEBIT	CREDIT
To Electronic Charges	70,70	505,00	
To purchase price		13 900 000,00	
To transfer duty		1 029 000,00	
To transfer fees	8 898,40	63 560,00	
To Deeds Office fee		2 500,00	
To Deeds Office search	25,90	185,00	
To postages and petties	97,30	695,00	
By Payment received 04/02/2015			1 105 537,30
By Deposit : PGP			5 000 000,00
By Guarantee : Investec			8 900 000,00
By Interest on investment			12 278,17
VAT	R9 092,30	R14 996 445,00	
		9 092,30	R15 017 815,47
To amount due to you		R12 278,17	

Directors Jansen Snyman, Roy Kepp | Associate Directors Clive Smith, Richard van der Schyff
HJG Snyman Incorporated. Reg. No. 2014/044872/21. VAT Registration No: 4580153565
The Snymans group is an association of independent firms not practising in partnership and with separate liability.

PURCHASE AND SALE AGREEMENT

MEMORANDUM OF AGREEMENT ENTERED INTO BY AND BETWEEN

AANMANI GUEST HOUSE CLOSE CORPORATION

Registration Number: 2007/1827480/23

Herein represented by **KAREN DE BEER** she being duly authorized hereto
(Hereinafter referred to as "the Seller")

and

PRECISE TRADE AND INVEST 02 PROPRIETARY LIMITED

Registration Number: 2013/059374/07

Herein represented by **JAN ADRIAAN VAN DER WALT** he being duly
authorized hereto
(Hereinafter referred to as "the Purchaser")

IN TERMS OF WHICH THE PARTIES AGREE AS FOLLOWS:

1. PURCHASE AND SALE

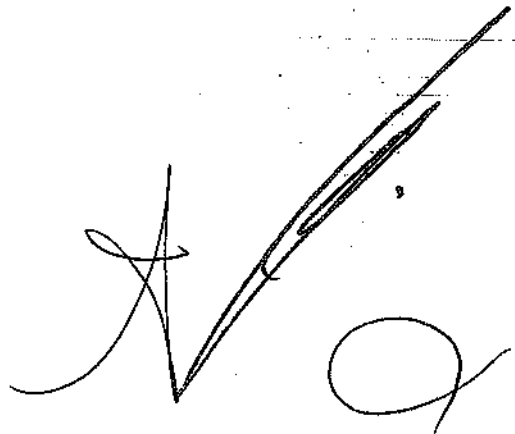
The Seller hereby sells to the Purchaser, who purchases:

REMAINING EXTENT OF ERF 587, WATERKLOOF TOWNSHIP,
Registration Division J.R., Province of Gauteng;

MEASURING: 2398 (Two Thousand Three Hundred and Ninety Eight)
square metres

HELD BY Deed of Transfer T166836/2007

(The "Property")



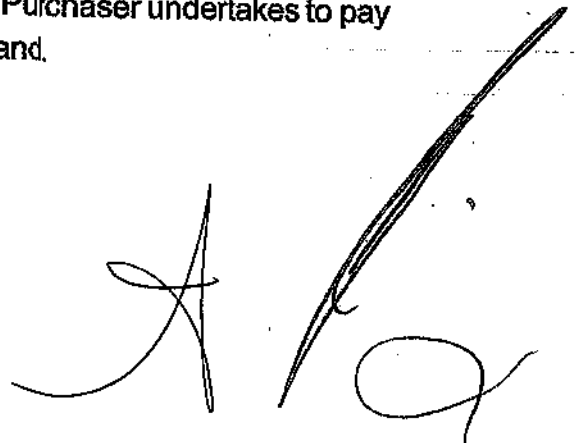
2. PURCHASE PRICE

The purchase price of the property amounts to R11,000,000.00 (Eleven Million Rand) which amount will be paid as follows:

- 2.1. A deposit in the amount of R3,500,000.00 (Rand) which amount has already been paid.
- 2.2 This amount is a non-refundable deposit and on receipt thereof this amount may immediately be paid to the Seller.
- 2.3 The Bank particulars of the attorneys are as follows: Borchardt & Hansen, Absa Bank, Account Number 01004432297, branch 632005, reference: PJ
- 2.4 A further amount of R1,500,000.00 has been paid to the seller and the balance of the purchase price of R6,500,000.00 (Six Million Five Hundred Thousand Rand) has been paid into the trust account of attorneys Borchardt & Hansen. The purchaser herewith consents to render approved bank guarantee/s against the amount of R6,500,000.00 to the seller or his representative, which guarantee/s
 - 2.4.1 must be payable in Pretoria upon registration of transfer, free of bill of charges and bank commission; and
 - 2.4.2 Must be payable in favour of the seller or the person/instance nominated by him.

3. TRANSFER, LEGAL COSTS AND VAT

- 3.1 Transfer of the Property shall be executed by the conveyancers of the Seller, messrs **BORCHARDT & HANSEN INCORPORATED**, Brooklyn Court, A Block – 1st Floor, 361 Veale Street, Brooklyn, Pretoria, after the Purchaser has complied with the terms of this contract, more specifically paragraph 2 hereof, and has paid all transfer fees, transfer duty and the costs hereof to the aforesaid conveyancers. The Purchaser undertakes to pay such monies immediately upon demand.



- 3.2 The parties shall also be obliged upon request to sign all necessary documents in order to effect transfer of the property into the name of the Purchaser.

4. **OCCUPATION, RISKS AND TAXES**

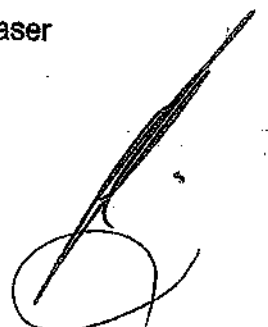

- 4.1 Occupation of the Property has been given to the Purchaser on the 1st December 2014.
- 4.2 Risk of profit or loss related to the Property shall pass over to the Purchaser upon registration of transfer. The Purchaser will be obliged to insure the Property against all risk as from date of transfer.
- 4.3 From date of occupation the Purchaser shall be liable for payment of all taxes, levies and all other municipal costs related to the Property.

5. **OCCUPATIONAL RENTAL**

- 5.1 The seller and purchaser herewith furthermore agree that the purchaser shall be responsible for the payment of occupational rental in the amount of R50,000.00 (>FIFTY THOUSAND< RAND) per month, payable up to and including date of registration of the property.
- 5.2 The aforesaid occupational rental shall be payable monthly in advance on the 1st day of each month.
- 5.3 The occupational rental shall be paid into the trust account of attorneys Borchardt & Hansen, Absa Bank, Account Number 01004432297, branch 632005, reference: A0000799.

6. **VOETSTOOTS**

- 6.1 The Property is sold voetstoots. The Seller does not assume any responsibility for any obvious or hidden faults that may exist in the Property, and the Purchaser acknowledges that he buys the Property voetstoots. The Seller does not furnish any explicit or tacit guarantees in regard to the Property. The Purchaser



acknowledges that he was not persuaded into entering this Agreement by any presentations made to him by the Seller or any representative of the Seller.

6.2 The Property is sold together with all improvements thereon, and subject to all conditions or servitudes mentioned or referred to in the existing deed of transfer of the Property and the rights accrued thereupon.

6.3 Notwithstanding the "voetstoots" clause, the Seller will at his own costs be obliged to supply his Conveyancer with an Electricity Certificate, in terms of Regulation 2920 of 1992, issued by an Electrical Contractor, who is registered at the Electrical Board of South Africa, who specifies that the electricity in the building or buildings complies to the Safety SABS 0142 Act.

If the said Electrical Contractor traces and reports a fault, the Seller hereby undertakes to, within 20 days after receipt of the report and suggestion, appoint a qualified Electrician at his own cost, to attend to the necessary repair.

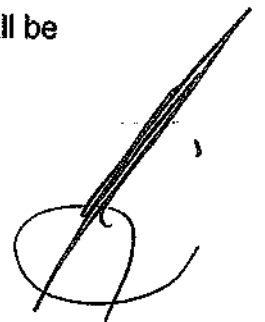
7. **BEACONS**

7.1 The Seller shall not be responsible for the identification of any surveyor's beacons, pegs or boundaries, and shall also not be responsible for any related costs, nor for surveying the Property.

7.2 In the event of there being a difference between the size of the Property as described herein and as defined in the title deed, the description in the title deed shall be preferred, and neither of the parties shall be entitled to any claim against the other.

8. **BREACH**

If any of the parties in this Agreement should fail to comply with the conditions of this Agreement the other party shall be entitled to give notice in writing of such failure, and to demand that the party concerned should remedy such breach of contract within 10 (ten) days of the date of dispatch of such notice in writing. Aforesaid notice in writing shall be



sent by registered post, or delivered by hand, or by fax or by e-mail to the domicilium citandi et executandi of the party concerned, as indicated below. If the party concerned neglects to remedy the breach of contract after expiry of the period of 10 (ten) days as mentioned, the other party shall be entitled to:

- 8.1 Demand specific performance by the other party of the terms of this Agreement; alternatively to
- 8.2 Cancel this Agreement and to institute proceedings against the party concerned for damages. The deposit of R3,500,000.00 (Three comma Five Million Rand) will be retained by the seller as liquidated damages.

8 CONDONATION

Any condonation by any party in this Agreement or any failure by the other party to fulfill his obligations in terms of this Agreement shall not be regarded as being renouncement by such party of his rights in terms of this Agreement, nor as novation thereof.

9 DOMICILIUM

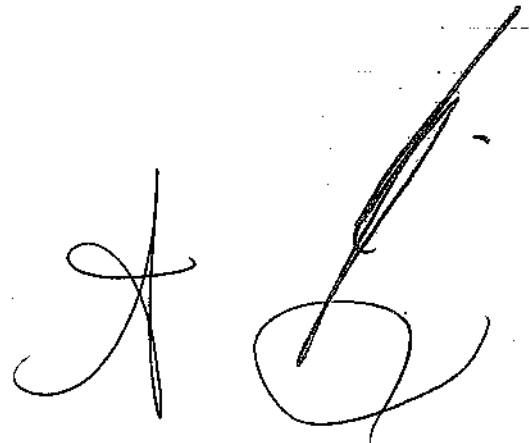
- 9.1 As domicilium citandi et executandi the parties choose the following addresses respectively:

The Seller: 55 Nicolson Street
Bailey's Muckleneuk
PRETORIA

e-mail: bookings@aanmani.co.za

Tel: (012) 460-5211

Fax: (012) 346-0303



The Purchaser:

C/O Loubser van der Walt Inc
1093 Justice Mahomed Street
BROOKLYN

E-mail:

info@louwalt.co.za

Tel:

(012) 460-1915

Fax:

(012) 460-1919

- 9.2 Aforesaid domicilia may only be changed by means of notice in writing by registered post or by fax or by e-mail to the domicilium citandi et executandi of the other party

10 COMMISSION

The Parties record that no commission is payable by either the seller or the purchaser.

THUS EXECUTED AND SIGNED at PRETORIA this the _____ day of _____ 2015

AS WITNESSES:

1. _____

2. _____

pp SELLER

THUS EXECUTED AND SIGNED at PRETORIA this the 20 day of February 2015

AS WITNESSES:

1. _____

2. _____

pp PURCHASER

130

BORCHARDT EN HANSEN INGELYF
 BROOKLYN COURT
 BLOK A, 1ste VLOER
 VEALE STRAAT 361
 BROOKLYN
 0181

Opgestel deur my

TRANSPORTBESORGER
 DIRK JOHANNES LOTZ

VOLMAG OM TRANSPORT TE GEE

Ek, die ondergetekende

KAREN DE BEER
 behoorlik hiertoe gemagtig kragtens 'n resoluë geneem deur die
 lede van
AANMANI GUEST HOUSE CLOSE CORPORATION
 Registrasienommer 2007/1827480/23

benoem hiermee **DIRK JOHANNES LOTZ EN/OF JOHANNES JESAIAS**
STEPHANUS STEYN EN/OF PETRUS JOHANNES VIVIER EN/OF VICTOR
JACOBUS SWANEPOEL EN/OF NAKKIE DU TOIT

met mag van substitusie as my ware en wettige Gemagtigde en Agent te verskyn
 voor die REGISTRATEUR VAN AKTES te Pretoria

en daar te verklaar dat ek op 20 Februarie 2015 verkoop het aan

PRECISE TRADE AND INVEST 02 PROPRIETARY LIMITED
 Registration Number 2013/0059374/07

vir die bedrag van R11 000 000,00 (ELF MILJOEN RAND)
 die ondergenoemde eiendom, naamlik

RESTERENDE GEDEELTE VAN ERF 587 WATERKLOOF
DORPSGEBIED REGISTRASIE AFDELING JR, PROVINSIE VAN
GAUTENG

GROOT 2398 (TWEË DUISEND DRIE HONDERD AGT EN NEGENTIG)
 Vierkante meter

GEHOU Kragtens Transportakte Nommer T155836/2007

GhostConvey 15.3.2.2



en om die genoemde eiendom in volle en vrye eiendom te transporteer aan die
gemelde transportnemer;

en afstand te doen van al die reg, titel en aanspraak, wat ek vroeër in en tot
genoemde eiendom gehad het en alles te doen ewe en kragtiglik in alle opsigte, as
ek self kon doen indien persoonlik teenwoordig en hierin beloof ek hiermee om te
bekragtig en goed te keur alles wat my gemelde prokureur hieromtrent wettiglik
doen uit krag van hierdie akte.

GETEKEN TE PRETORIA op

AS GETUIES:

1. _____

Namens AANMANI GUEST HOUSE
CLOSE CORPORATION

2. _____

EnclConvey 15.3.2.2

Datasheet for SARS

Transaction Type Purchased		Normal	
DETAILS OF SELLER / TRANSFEROR			
Nature of Person	Close Corporation - Registered with CIPC	Surname / Registered name	AANMANI GUEST HOUSE CLOSE CORPORATION
First Names	AANMANI GUEST HOUSE CLOSE CORPORATION		
ID Number		Initials	
Annual Income from all sources	R0.00	Date of Birth (CCYYMMDD)	
Income Tax Number	9570958158	Non-resident, country of residence	
VAT Number if applicable		Company / CC / Trust Reg No.	2007/1827480/23
Natural Person		Fixed Period (years)	0
Related/Connected Person to the Purchaser	NO	Share Percentage	100.00
Cell Number	082-569-2305	Marital Status	
Marital Notes if applicable		Spouse Initials	
Passport Country		Passport Number	
Original Purchase Price	R5 500 000,00	Effective Date of Transaction	20140825
Date Property acquired by seller	20071211		
DETAILS OF PURCHASER / TRANSFEREE			
Nature of Person	Company Registered under Transvaal Law - Registered with CIPC	Surname / Registered Name	PRECISE TRADE AND INVEST 02 PROPRIETARY LIMITED
First Names	PRECISE TRADE AND INVEST 02 PROPRIETARY LIMITED		
Initials		ID Number	
Date of Birth (CCYYMMDD)		Passport Country	
Cell Number		Passport Number	
Income Tax Number		Annual income from all sources	R0
Non-resident, country of residence		VAT Number if applicable	
Company / CC / Trust Reg No.	2013/0059374/07	Natural Person	
Fixed Period (years)	0	Related/Connected Person to the Seller	NO
Share Percentage	100.00	Gender	
Marital Status		Marital Notes if applicable	
Spouse Initials		Spouse ID Number	
Effective Date of Transaction	20150220		

DETAILS OF CONVEYANCER/ATTORNEY			
Conveyancing Firm BORCHARDT AND HANSEN INCORPORATED - BROOKLYN			
Business Telephone Number (012) 460-8047		Fax Number (012) 346-7197	
Contact Email antoinette@bhatorneys.co.za		Name of Conveyancer DIRK JOHANNES LOTZ	
DETAILS OF THE PROPERTY			
Is the property an enterprise asset for VAT purpose?		NO	
Date of Transaction/Acquisition (CCYYMMDD) 20150220		Was any input tax claimed in respect of the property? NO	
Bought by Private Treaty		Is the Property? Improved	
Nature of property Primary residence		How was property used? Primary residence	
Are the provisions of Section 35A of the Income Tax Act, 1962, applicable? NO		For what purpose will the property be used? Primary Residence	
Occupational Rent/Interest Paid or Payable R0,00		Amount of bond R N/A	
Local Authority Valuation (Urban Properties) R0,00		Monthly Rental Value R0,00	
Land Value R11 000 000,00		Selling Price R11 000 000,00	
Improvement Value R0,00		Any Other Consideration Payable R0,00	
Total Fair Value R11 000 000,00		Total Consideration R11 000 000,00	
CALCULATION OF VAT PAYABLE			
NOT APPLICABLE			
TRANSACTION STATUS			
Exempt from Transfer Duty? NO		Exemptions allowed by another ACT	
Exempt in terms of Section 9 of the Transfer Duty Act			
PROPERTY DESCRIPTION			
REMAINING EXTENT OF ERF 587 WATERKLOOF TOWNSHIP REGISTRATION DIVISION JR PROVINCE OF GAUTENG MEASURING 2398 (TWO THOUSAND THREE HUNDRED AND NINETY EIGHT) Square metres			
VOLUNTARY DISCLOSURE PROGRAMME			
Is this declaration made in respect of a VDP agreement with SARS? NO		VDP Application No.	

DECLARATION BY PURCHASER / TRANSFEREE

This declaration is made by me/us as *purchaser(s)/representative(s) of the purchaser(s). I/We certify that the information furnished in this declaration is true and correct.

Name Dirk Lotz and Antoinette Lotz (pty) Ltd Signature [Signature] Date 20/2/2015

DECLARATION BY SELLER / TRANSFEROR

This declaration is made by me/us as *seller(s)/representative(s) of the seller(s). I/We certify that the information furnished in this declaration is true and correct.

Name _____ Signature _____ Date _____

MEMORANDUM OF AGREEMENT

entered into and between

AMERICO PIMENTEL

(Identity Number: 702195044083)
(hereinafter referred to as "Pimentel")

and

PRECISE TRADE AND INVEST 02 (PTY) LTD

(Registration Number: 2013/059374/07)

herein represented by JAN ADRIAAN VAN DER WALT

(Identity Number: 730518 5010 08 5)
(hereinafter referred to as "Precise")

IN RE:

JOINT VENTURE

The bottom of the page features several handwritten signatures and initials. On the left, there is a large, stylized signature. To its right is another signature, followed by a series of initials and a circled number '5'.

THE PARTIES HERETO AGREE AS FOLLOWS:**1. JOINT VENTURE:**

- 1.1 The parties agree to enter into a joint venture into immovable properties.
- 1.2 Precise will obtain investment opportunities and present same to the Investor, for an investment opportunity.
- 1.3 For each and every investment opportunity, of which Pimentel invest capital investment, the parties agree that the parties will receive each, a percentage of 60% (sixty percent) / 40% (forty percent) of the profits, after such investment/s have been finalized and sold. For clarity sake, the split of the profit will be:
- 1.3.1 Pimentel 60% (sixty percent)
- 1.3.2 Precise 40% (forty percent)

2. CAPITAL INVESTMENT:

- 2.1 The Investor undertakes to invest a maximum amount of R20 000 000.00 (Twenty Million Rand), over a period of 12 (twelve) months into this joint venture.
- 2.2 Pimentel agree that any capital investment will not bare any interest for the first 24 (twenty four) months, after such investment have been done, where-after the parties must agree, in writing, in the event that none of the investments have been sold, the terms and conditions on interest to be paid in future, if so applicable.


Handwritten signatures and initials at the bottom of the page. There are three distinct signatures: a large, stylized 'A' or 'P' on the left, a circular mark in the middle, and a signature on the right that includes a circled number '2'.

3. **SECURITY:**

- 3.1 As security for the capital investment, that will be invested by Pimentel into any venture, the Investor may, if so required, request that a Notarial Covering Mortgage Bond be registered over such property, for such amount equaling the capital investment amount, on the specific property.
- 3.2 The parties agree that all properties will be registered in the name of Precise Trade and Invest 02 (Pty) Ltd and Precise Trade and Invest 02 (Pty) Ltd herewith undertake to sign all necessary documentation presented to the Company, to allow the Notarial Covering Bond to be registered.

4. **BREACH:**

- 4.1 Subject to clause 4.2 below, should any party breach any of its obligations in terms hereof and persist in such breach for a period of seven (7) days after written notice will have been given to it by the other party, the aggrieved party shall be entitled without prejudice to any rights which it may have in terms hereof or at law, to:
- 4.1.1 an order for specific performance and damages; or
- 4.1.1 cancel this agreement and claim damages.
- 4.2 Notwithstanding anything to the contrary the parties agree that no party shall be entitled to cancel this agreement unless the breach complained of is a material breach going to the root of the contract and is incapable of being remedied by the payment of monetary compensation or otherwise or if so capable of being remedied, the defaulting party fails so to remedy the

Handwritten signatures and initials at the bottom right of the page. There are three distinct marks: a large stylized signature, a circular mark, and a set of initials in a circle.

breach within thirty (30) days of receipt of written notice calling upon it so to do. If any dispute shall arise as to whether:

- 4.2.1 any breach is a material breach which goes to the root of the contract; or
 - 4.2.2 the breach is incapable of being remedied by the payment of monetary compensation or otherwise; or
 - 4.2.3 if it is capable of being remedied by the payment of monetary compensation or otherwise, whether the defaulting party has failed to do so timeously, then such dispute shall be determined, *mutatis mutandis*, in accordance with the provisions above.
- 4.3 Any amount falling due for payment by any party in terms of or pursuant to this agreement including any amount which may be payable as damages shall bear interest thereon, at the prime rate, and reckoned from the due date for payment (or, in the case of any amount payable by way of damages, with effect from the date upon which those damages are sustained) to the actual date of payment thereof, both dates inclusive.
- 4.4 All costs, charges and expenses of whatsoever nature which may be incurred by any party in enforcing its rights in terms hereof including, without limitation, legal costs on the scale as between attorney and own client and collection commission, irrespective of whether any action has been instituted shall be recoverable from the party against which such rights are successfully enforced.

Handwritten signature and initials. The signature is a large, stylized 'A' followed by a large 'O'. To the right of the 'O' are several diagonal lines and a circled 'S'.

5. DOMICILIA:

The parties choose the following addresses as their *domicilium citandi et executandi* for any notices to be served on them:

5.1 AMERICO PIMENTEL:

Physical address: 217 Jochem Street Rietvlei Rand.

Postal address: P.O. Box 5259 Pretoria 0001.

Tel number: 012 327 3048

Fax number: 012 327 0432

Cell number: 083 2521 320

E-mail address: apimentel@bairtel.co.za

5.2 PRECISE TRADE AND INVEST 02 (PTY) LTD:

Physical address: 375 Charles de Broekman Drive

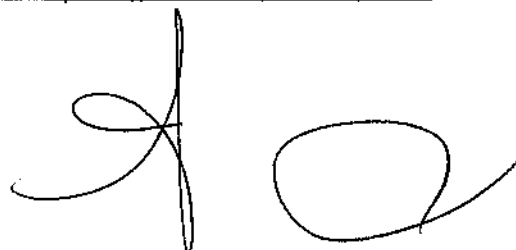
Postal address: 1935 Brooklyn Square 0675

Tel number: 012 460 1915

Fax number: 012 460 1919

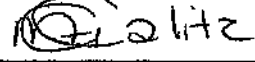
Cell number: 082 778 1720

E-mail address: pti02@leuill.co.za



THUS done and SIGNED at PRETORIA on this 3rd day of March 2014.

AS WITNESSES:

1. alitz

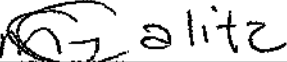
2. _____



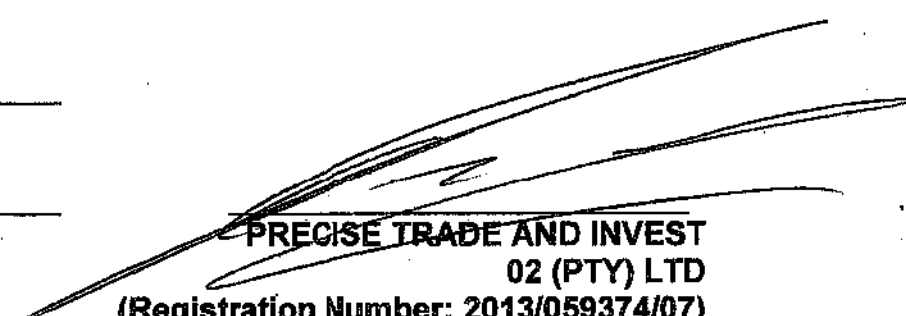
AMERICO PIMENTEL
(Identity Number: 7502195044045)

THUS done and SIGNED at PRETORIA on this 3rd day of March 2014.

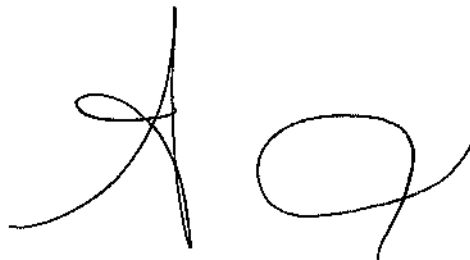
AS WITNESSES:

1. alitz

2. _____



**PRECISE TRADE AND INVEST
02 (PTY) LTD**
(Registration Number: 2013/059374/07)
herein represented by
JAN ADRIAAN VAN DER WALT
(Identity Number: 730518 5010 08 5)



MEMORANDUM OF AGREEMENT

entered into and between

MARK EDWARD CLANCY

(Identity Number: 650625 5106 08 0)

(hereinafter referred to as "Clancy")

and

PRECISE TRADE AND INVEST 02 (PTY) LTD

(Registration Number: 2013/059374/07)

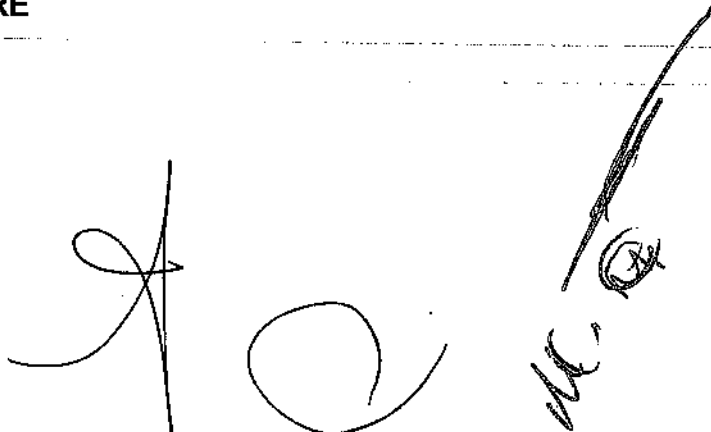
herein represented by **JAN ADRIAAN VAN DER WALT**

(Identity Number: 730518 5010 08 5)

(hereinafter referred to as "Precise")

IN RE:

JOINT VENTURE

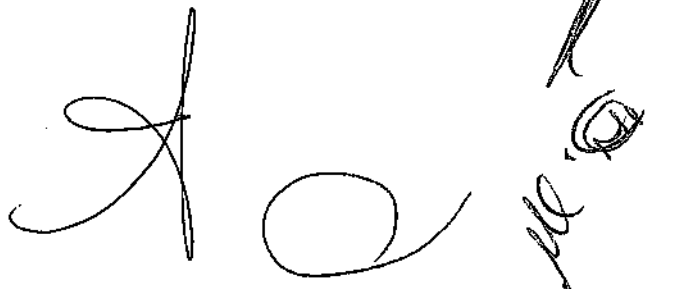
The block contains two handwritten signatures. The signature on the left is a stylized, cursive 'M' followed by a vertical line, representing Mark Edward Clancy. The signature on the right is a more complex, cursive script, representing Jan Adriaan van der Walt.

THE PARTIES HERETO AGREE AS FOLLOWS:**1. JOINT VENTURE:**

- 1.1 The parties agree to enter into a joint venture into immovable properties.
- 1.2 Precise will obtain investment opportunities and present same to the Investor, for an investment opportunity.
- 1.3 For each and every investment opportunity, of which Clancy invest capital investment, the parties agree that the parties will receive each, a percentage of 50% (fifty percent) / 50% (fifty percent) of the profits, after such investment/s have been finalized and sold. For clarity sake, the split of the profit will be:
- 1.3.1 Clancy 50% (fifty percent)
- 1.3.2 Precise 50% (fifty percent)

2. CAPITAL INVESTMENT:

- 2.1 The Investor undertakes to invest a maximum amount of R3 500 000.00 (Three Million Five Hundred Thousand Rand), over a period of 12 (twelve) months into this joint venture.
- 2.2 Clancy agree that any capital investment will not bare any interest for the first 24 (twenty four) months, after such investment have been done, where-after the parties must agree, in writing, in the event that none of the investments have been sold, the terms and conditions on interest to be paid in future, if so applicable.

The block contains three handwritten signatures in black ink. The first signature is a stylized 'A' or 'J' shape. The second is a large, loopy 'O' or 'C' shape. The third is a more complex signature with a circular element and a long, sweeping line extending upwards and to the right.

3. **SECURITY:**

- 3.1 As security for the capital investment, that will be invested by Clancy into any venture, the Investor may, if so required, request that a Notarial Covering Mortgage Bond be registered over such property, for such amount equaling the capital investment amount, on the specific property.
- 3.2 The parties agree that all properties will be registered in the name of Precise Trade and Invest 02 (Pty) Ltd and Precise Trade and Invest 02 (Pty) Ltd herewith undertake to sign all necessary documentation presented to the Company, to allow the Notarial Covering Bond to be registered.

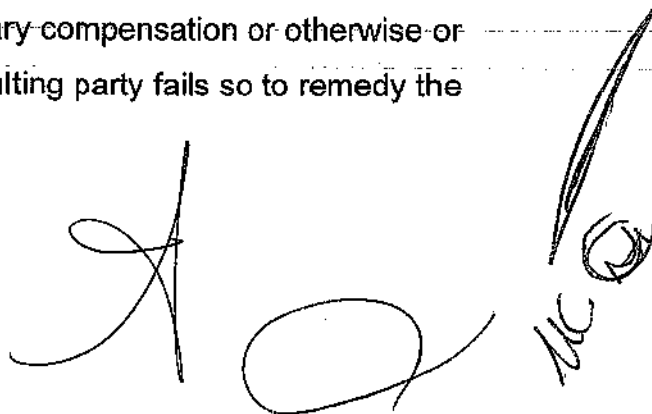
4. **BREACH:**

- 4.1 Subject to clause 4.2 below, should any party breach any of its obligations in terms hereof and persist in such breach for a period of seven (7) days after written notice will have been given to it by the other party, the aggrieved party shall be entitled without prejudice to any rights which it may have in terms hereof or at law, to:

4.1.1 an order for specific performance and damages; or

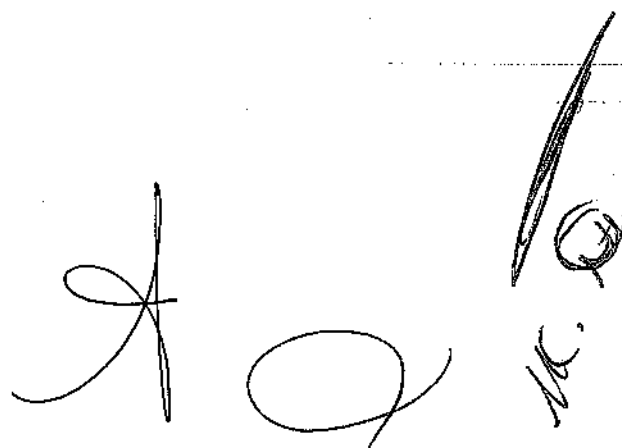
4.1.1 cancel this agreement and claim damages.

- 4.2 Notwithstanding anything to the contrary the parties agree that no party shall be entitled to cancel this agreement unless the breach complained of is a material breach going to the root of the contract and is incapable of being remedied by the payment of monetary compensation or otherwise or if so capable of being remedied, the defaulting party fails so to remedy the

The block contains three handwritten signatures. The first is a large, stylized signature on the left. The second is a signature in the middle, appearing to be 'A. O.'. The third is a signature on the right, appearing to be 'MC' with a circled 'Q' or similar mark.

breach within thirty (30) days of receipt of written notice calling upon it so to do. If any dispute shall arise as to whether:

- 4.2.1 any breach is a material breach which goes to the root of the contract; or
 - 4.2.2 the breach is incapable of being remedied by the payment of monetary compensation or otherwise; or
 - 4.2.3 if it is capable of being remedied by the payment of monetary compensation or otherwise, whether the defaulting party has failed to do so timeously, then such dispute shall be determined, *mutatis mutandis*, in accordance with the provisions above.
- 4.3 Any amount falling due for payment by any party in terms of or pursuant to this agreement including any amount which may be payable as damages shall bear interest thereon, at the prime rate, and reckoned from the due date for payment (or, in the case of any amount payable by way of damages, with effect from the date upon which those damages are sustained) to the actual date of payment thereof, both dates inclusive.
- 4.4 All costs, charges and expenses of whatsoever nature which may be incurred by any party in enforcing its rights in terms hereof including, without limitation, legal costs on the scale as between attorney and own client and collection commission, irrespective of whether any action has been instituted shall be recoverable from the party against which such rights are successfully enforced.

Three handwritten signatures in black ink are located at the bottom right of the page. The first signature is a stylized, cursive 'A' or 'J'. The second is a large, loopy 'Q' or 'G'. The third is a signature that appears to be 'M. Q.' with a large, sweeping flourish above it.

5. DOMICILIA:

The parties choose the following addresses as their *domicilium citandi et executandi* for any notices to be served on them:

5.1 MARK EDWARD CLANCY:

Physical address: NO 8 Blomher Road Hemospark Conyngham

Postal address: PO Box 122 Southdowns ESTATE 0123

Tel number: 012- 6536850

Fax number: 012 - 6537372

Cell number: 082 5517158

E-mail address: mdp@yebo-cc-za

5.2 PRECISE TRADE AND INVEST 02 (PTY) LTD:

Physical address: 375 Charles St Bracken

Postal address: 1975 Bracken Square 0075

Tel number: 012 460 1913

Fax number: 012 460 1919

Cell number: 082 778 1720

E-mail address: pivan@louwalt.co.za


[Handwritten signatures and initials]

THUS done and SIGNED at PRETORIA on this 3rd day of November 2014.

AS WITNESSES:

1. K. Golitz

2. _____



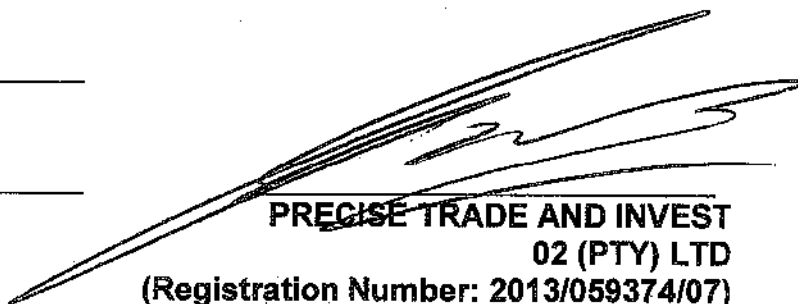
MARK EDWARD CLANCY
(Identity Number: 650625 5106 08 0)

THUS done and SIGNED at PRETORIA on this 3 day of September 2014.

AS WITNESSES:

1. K. Golitz

2. _____



**PRECISE TRADE AND INVEST
02 (PTY) LTD**
(Registration Number: 2013/059374/07)
herein represented by
JAN ADRIAAN VAN DER WALT
(Identity Number: 730518 5010 08 5)



Number of Shares

SHARE CERTIFICATE

PRECISE TRADE AND INVEST 02 (PTY) LTD

2013/059374/07

This is to certify that the under mentioned is the Registered Holder of ONE HUNDRED Fully Paid Shares in the Company as shown herein, subject to the Memorandum and Articles of Association of the Company

NAME OF REGISTERED SHARE HOLDER	NUMBER OF SHARES	REFERENCE
ANIKÉ VAN DEN BERG ID: 8707076079084	100	1-100

Given on behalf of the Company at PRETORIA on 10 APRIL 2013

SECRETARY

DIRECTOR

DIRECTOR

Number of Shares

SHARE CERTIFICATE

PRECISE TRADE AND INVEST 02 (PTY) LTD

2013/059374/07

This is to certify that the under mentioned is the Registered Holder of ONE HUNDRED Fully Paid Shares in the Company as shown herein, subject to the Memorandum and Articles of Association of the Company

NAME OF REGISTERED SHARE HOLDER	NUMBER OF SHARES	REFERENCE
JAN ADRIAAN VAN DER WALT ID: 7305185010085	100	1 - 100

Given on behalf of the Company at PRETORIA on 10 APRIL 2013

SECRETARY

DIRECTOR

DIRECTOR

FULL NAME OF ISSUER OF THE SECURITY AS SHOWN ON CERTIFICATE

PRECISE TRADE AND INVEST 02 (PTY) LTD
2013/059374/07

Quantity and full description of securities to be transferred	Figures: 100	Words: One Hundred
	Description: Ordinary shares	

TRANSFER FROM:


Name:

ANIKÉ VAN DEN BERG

ID Number / Registration number / IT Number:

8707070079084

Signature:

**TRANSFER TO:**

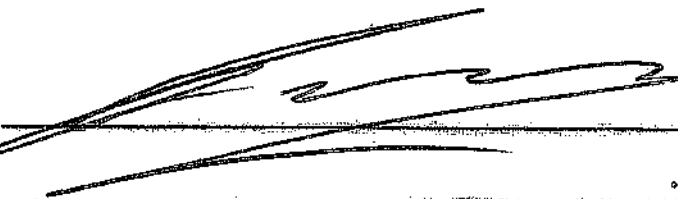
Name:

JAN ADRIAAN VAN DER WALT

ID Number / Registration number / IT Number:

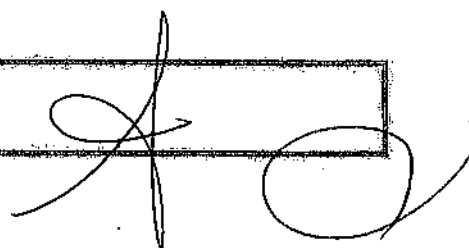
7305185010085

Signature:



CONSIDERATION

R 100



PRECISE TRADE AND INVEST 02 (PTY) LTD (2013/059374/07)
MINUTES OF A MEETING OF THE DIRECTOR OF THE COMPANY HELD AT PRETORIA ON 10 APRIL 2013

PRESENT:



JAN ADRIAAN VAN DER WALT
Director

RESOLUTION:

The Director, Jan Adriaan van der Walt (ID: 7305185010085), of the abovementioned company hereby accepts the shareholders and their shareholding:

SHAREHOLDERS

SHARES HOLDING

Jan Adriaan van der Walt
 (ID: 7305185010085)

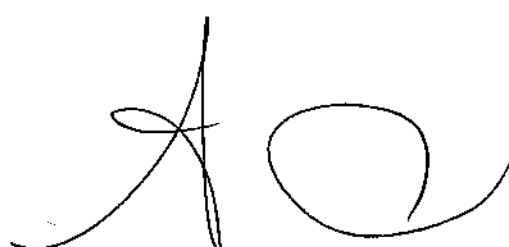
100

Total number of shares:

100



JAN ADRIAAN VAN DER WALT
Director



MEMORANDUM OF AGREEMENT

entered into and between

TMM HOLDINGS (PTY) LTD

(Registration Number: 2004/027098/02)

(duly represented herein by **MJA FERREIRA**)

and

MARIO JOSÉ ANDRADE FERREIRA

(Identity Number: 660628 5067 08 6)

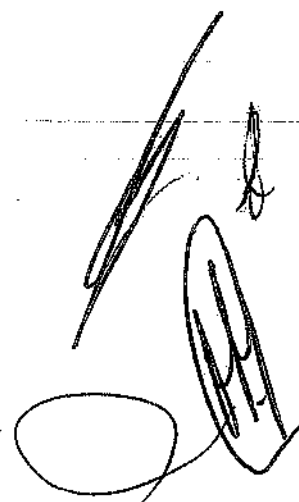
(hereinafter collectively referred to as "**TMM**")

and

JAN ADRIAAN VAN DER WALT

(Identity Number: 730518 5010 08 5)

(hereinafter referred to as "**VAN DER WALT**")



The parties record and wishes to put their agreement, and relationship in writing.

THUS, the parties agree as follows:

1. **NEW VENTURES:**

1.1 MJA Ferreira and TMM Holdings (Pty) Ltd, herewith further collectively referred to as "TMM" wishes to expand and diversify their business ventures;

1.2 TMM specifically have an interest in the following fields, namely:

1.2.1 Game farming;

1.2.2 Exotic animal breeding;

1.2.3 Cattle farming;

1.2.4 Petrol Stations;

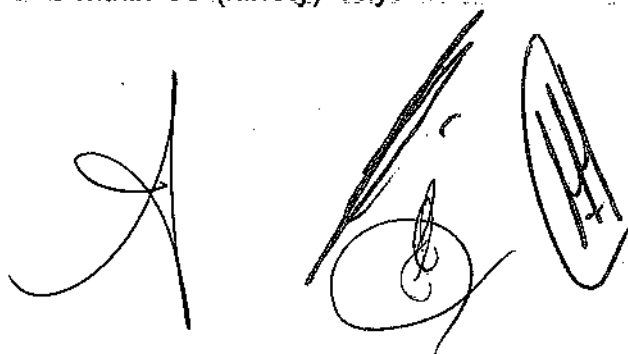
1.2.5 Mining Industry (coal, diamonds and gold);

1.2.6 Exotic and sport cars;

1.2.7 Property Development.

2. **FIRST RIGHT OF REFUSAL:**

2.1 The parties agree that Van der Walt will present any deals which come to his attention firstly to TMM, to consider such investment, which TMM must indicate their intention to proceed with such an investment within 90 (ninety) days from presentation.



- 2.2 In the event that TMM wishes not to invest in such an investment, Van der Walt may proceed to render such investment to other third parties.

3. **CONSULTING:**

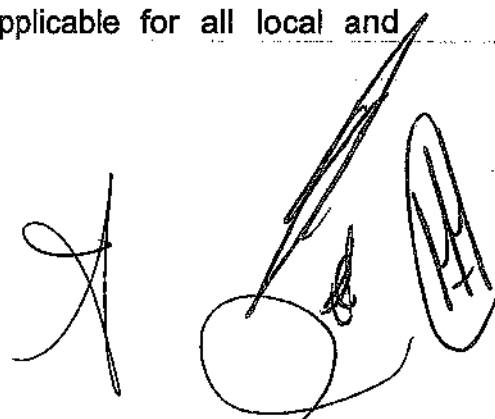
- 3.1 In the event that TMM wishes to proceed with such an investment, TMM will pay an amount of R5 000.00 (Five Thousand Rand) per hour to Van der Walt during the due diligence period.
- 3.2 Such a consulting fee will only become due and payable after the finalisation and completion of such an investment.

4. **COMMISSION:**

- 4.1 The parties agree that Van der Walt will be entitled to receive 8% (eight percent) commission on the total investment, which will include, but not be limited, to the initial investment, and/or any further and expanding investments in such a deal.
- 4.2 The commission will be due and payable on finalisation and completion of such investment/s, on the total gross amount, so invested.
- 4.3 In the event that the parties so agree, at such time, the commission payable by TMM to Van der Walt may be converted into shareholding in such a project, equivalent to the commission and consulting fees due and payable to Van der Walt.

5. **INTERNATIONAL:**

The parties agree that this agreement will be applicable for all local and international investments.

Handwritten signatures and initials. On the left, a stylized signature. On the right, a signature with a large circular flourish, and next to it, a vertical oval containing the letters 'H' and 'T'.

6. BREACH:

6.1 Subject to clause 6.2 below, should any party breach any of it's obligations in terms hereof and persist in such breach for a period of 7 (seven) days after written notice will be given to it by the other party, the aggrieved party shall be entitled, without prejudice to any rights which it may have in terms hereof, or at law, to:

6.1.1 an order for specific performance and damages; or

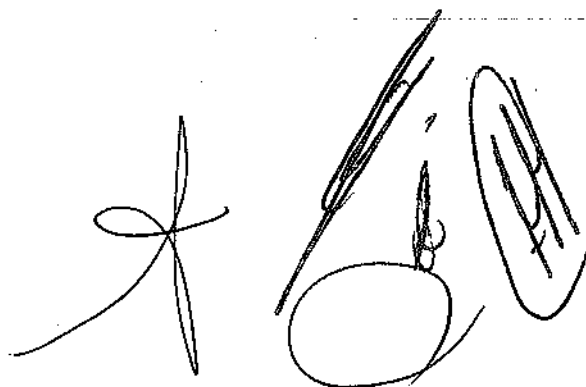
6.1.2 cancel this agreement and claim damages.

6.2 The parties agree that no party shall be entitled to cancel this agreement unless the breach complained of is a material breach going to the root of the contract and is incapable of being remedied, the defaulting party fails so to remedy the breach within 30 (thirty) days of receipt of written notice, calling upon it so to do. If any dispute shall arise as to whether:

6.2.1 any breach is a material breach which goes to the root of the contract; or

6.2.2 the breach is incapable of being remedied by the payment of monetary compensation or otherwise.

6.3 Any amount failing due for payment by any party in terms of or pursuant to this agreement, including any amount which may be payable as damages, shall bear interest thereon, at the prime rate, and reckoned from the due date for payment (or, in the case of any amount payable by way of damages, with effect from the date upon which those damages are sustained) to the actual date of payment thereof, both dates inclusive.

The bottom of the page features three handwritten marks. On the left is a stylized signature consisting of a large loop and a long horizontal stroke. In the center is a signature that appears to be 'A. J.' with a large 'A' and a smaller 'J'. On the right is a circular stamp or seal containing the letters 'H' and 'F'.

- 6.4 All costs, charges and expenses of whatsoever nature which may be incurred by any party in enforcing it's rights in terms hereof including, without limitation, legal costs on the scale as between attorney and own clietn and collection commission, irrespective of whether any action has been instituted shall be recoverable from the party against which such rights are successfully enforced.

7. **DOMICILIUM:**

For the purpose of this agreement, the parties choose their *domicilium citandi et executandi* as follows:

7.1 **TMM Holdings (Pty) Ltd:**

Cellphone number: _____

E-mail address: _____

7.2 **Mario José Andrade Ferreira:**

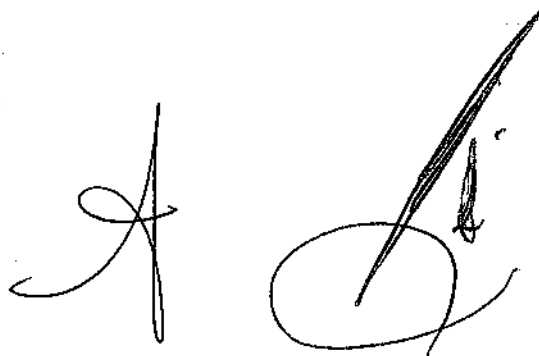
Cellphone number: _____

E-mail address: _____

7.3 **Jan Adriaan Van der Walt:**


Cellphone number: _____

E-mail address: _____

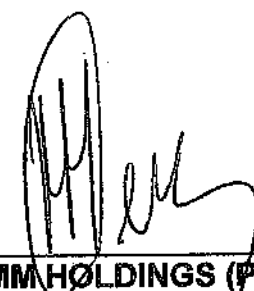


SIGNED at PRETORIA on this 14 day of MARCH 2012

AS WITNESSES:

1. 

2. _____

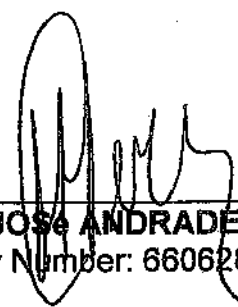

TMM HOLDINGS (PTY) LTD
 (Registration Number: 2004/027098/02)
 (duly represented herein by
MJA FERREIRA)

SIGNED at PRETORIA on this 14 day of MARCH 2012

AS WITNESSES:

1. 

2. _____

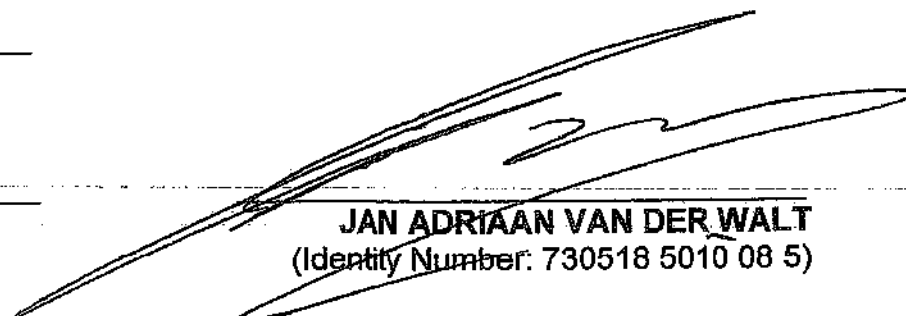

MARIO JOSÉ ANDRADE FERREIRA
 (Identity Number: 660628 5067 08 6)

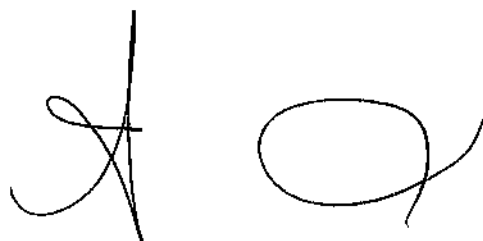
SIGNED at Pretoria on this 14 day of March 2012

AS WITNESSES:

1. 

2. _____


JAN ADRIAAN VAN DER WALT
 (Identity Number: 730518 5010 08 5)



ADDENDUM

entered into and between:

TMM HOLDINGS (PTY) LTD

(Registration Number: 2004/027098/07)

duly represented herein by **MARIO JOSÉ ANDRADE FERREIRA**

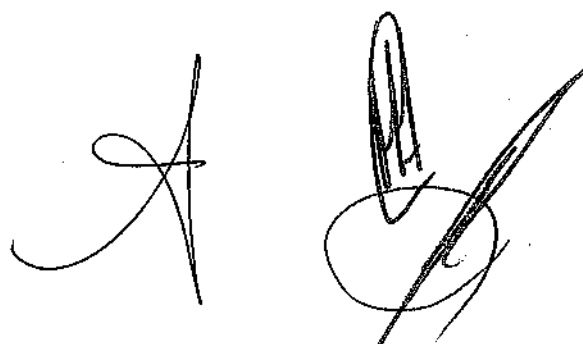
(Identity Number: 660628 5067 08 6)

and

JAN ADRIAAN VAN DER WALT

(Identity Number: 730518 5010 08 5)

(hereinafter referred to as "Van der Walt")

Two handwritten signatures are present at the bottom right of the page. The signature on the left is a stylized, cursive 'A' or 'M'. The signature on the right is a more complex, cursive signature, possibly 'J. van der Walt', with a large loop and a diagonal stroke.

THE PARTIES WISHES TO ENTER INTO THIS AGREEMENT AND AGREE AS FOLLOWS:

1. VENICE VILLAGE (HARTEBEESSPOORTDAM DEVELOPMENT):

- 1.1 The parties specifically agree that Van der Walt will be entitled to receive a 5% (five percent) referral commission on each and every unit sold, on this development, to third parties.
- 1.2 This amount will be paid within 7 (seven) days after registration and transfer of the property, into the name of the purchaser.

2. PONTON LOAN:

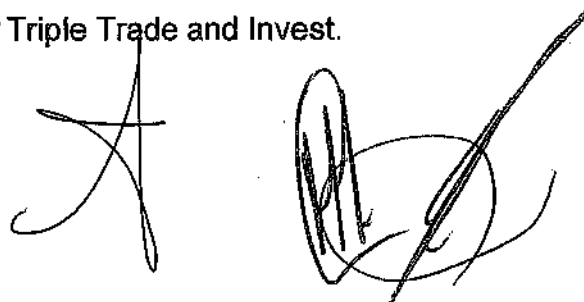
- 2.1 The parties agree that on date of repayment and fulfillment of the Loan Agreement with Ponton, Van der Walt will receive a referral commission of 17% (seventeen percent), after the capital lying amount has been repaid.
- 2.2 For clarity sake, the parties agree that the 17% (seventeen percent) will be calculated on the interest paid back by Ponton.

3. WETLANDS COUNTRY RETREAT (FARM WAKKERSTROOM):

- 3.1 The parties agree that Van der Walt facilitated the purchase of the shares through Triple Trade and Invest (Pty) Ltd in Wetlands.

- 3.2 Van der Walt will be entitled to receive a referral commission as follows:

3.2.1 any sale of game, including buffalo's or exotic game, 30% (thirty percent) out of the nett profit received by Triple Trade and Invest.

Two handwritten signatures are present at the bottom right of the page. The signature on the left is a stylized, cursive 'A' or similar character. The signature on the right is a more complex, cursive signature, possibly starting with 'P' or 'V', and is crossed out with a diagonal line.

3.2.2 after the business plan for the whole farm development has been finalized and all properties have been purchased in the name of Wetlands, the parties will agree to either convert the referral commission, to be received by Van der Walt, into 10% (ten percent) shares in Triple Trade, or if the parties so wishes, the value thereof will be paid out to Van der Walt. The shares must be issued, in the alternative, the referral commission must be paid out to Van der Walt latest 30 September 2016, which is 3 (three) years after the purchase of the first shares in Wetlands.

4. PAYMENTS RECEIVED:

The Parties agree that Precise has already received the following amounts in line of the Referral Commission due to Van der Walt:

07/05/2013	=	R 26 079.64
		R 15 310.13
		R 30 000.00
20/05/2013	=	R 156 889.00
		R 154 489.00
		R 154 489.00
09/07/2013	=	R 120 000.00
23/07/2013	=	R 737 735.14
		R 80 000.00
		R 1 454.00
		R1 960 810.86

21/08/2013 = R 450 000.00

11/09/2013 = R 13 145.92

23/10/2013 = R 150 000.00

TOTAL AMOUNT **R4 050 402.69**

THUS done and SIGNED at PRETORIA on this 10th day of NOVEMBER 2013.

AS WITNESSES:

1. _____

2. _____



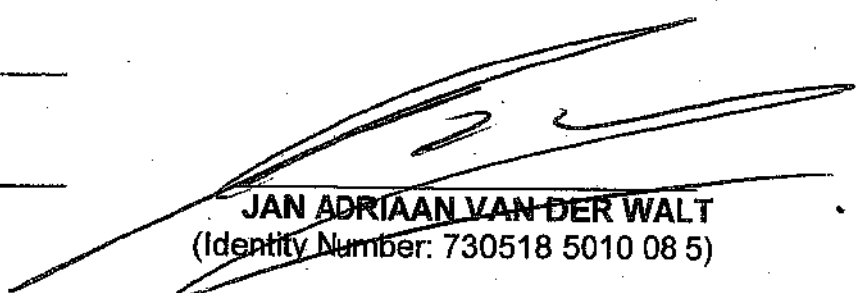
TMM HOLDINGS (PTY) LTD
(Registration Number: 2004/027098/07)
herein represented by
MARIO JOSÉ ANDRADE FERREIRA
(Identity Number: 660628 5067 08 6)

THUS done and SIGNED at PRETORIA on this 10th day of NOVEMBER 2013.

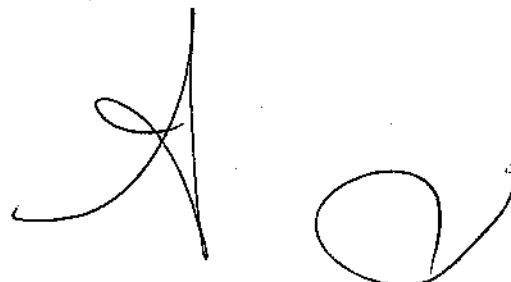
AS WITNESSES:

1. _____

2. _____



JAN ADRIAAN VAN DER WALT
(Identity Number: 730518 5010 08 5)





100 Grayston Drive, Sandown, Sandton, 2196

PO Box 785700, Sandton, 2146, South Africa

Telephone: 0860 335 677

Corporate Cash Manager

Loubser van der Walt Inc

PRECISE TRADE AND INVEST 02 PTY LTD

PO Box 1935

Brooklyn Square

0075

Transactional History

From : 7 June 2014 To 28 February 2015

Printed : 14 September 2015 5:15:19 PM

Available balance	60,108.57
-------------------	-----------

Current balance	60,012.39 CR
------------------------	--------------

Reserved balance	0.00
-------------------------	------

Account type	CCM Call Account
--------------	------------------

Electronic account number

50008085165 A

Investec branch number

580105

Client number

1100201106082

Client reference

PRECISE

Posted date	Description	Debits	Credits	Balance
18/06/2014	Switch Value Date 18Jun14 BP00233339271 1100201106065 PRECISE 1100201106082			
18/06/2014	Switch Value Date 18Jun14 BP00233339031 1100201106066 PRECISE 1100201106082			
18/06/2014	Withdrawal ACB Value Date 18Jun14 P0017862040 Precise/Riaan loan	2,250,000.00		
30/06/2014	INTEREST Value Date 01Jul14			
02/07/2014	CCM Guarantee Fees Value Date 02Jul14 GF00051230 1100201106001 1100201106082 PRECISE	500.00		
18/07/2014	Withdrawal ACB Value Date 18Jul14 P0017959787 MONTANA PYMENT	110,800.00		
18/07/2014	Withdrawal ACB Value Date 18Jul14 P0017959758 MONTANA PAYMENT	350,000.00		
24/07/2014	Withdrawal ACB Value Date 24Jul14 P0017977908 TLM	400,000.00		
31/07/2014	INTEREST Value Date 01Aug14			
31/08/2014	INTEREST Value Date 01Sep14			
23/09/2014	Switch Value Date 23Sep14 BP00244258741 1100201106066 PRECISE 1100201106082			
23/09/2014	Withdrawal ACB Value Date 23Sep14 P0018183419 minor property trust loan	3,500,000.00		
29/09/2014	Withdrawal ACB Value Date 29Sep14 P0018201886 Tim du Toit	600.00		
30/09/2014	INTEREST Value Date 01Oct14			
31/10/2014	INTEREST Value Date 01Nov14			
06/11/2014	EFT Transaction PMC Inbounds Value Date 06Nov14 DETAIL - 500080885165 Bankserv-Live PRECISE LOAN			
07/11/2014	Withdrawal ACB Value Date 07Nov14 P0018350148 pam golding 119 Empire place	5,000,000.00		
12/11/2014	Withdrawal ACB Value Date 12Nov14 BP00250500101 LWV TRUST	514,328.00		
21/11/2014	Withdrawal ACB Value Date 21Nov14 P0018397296 precise Im	250,000.00		
30/11/2014	Interest Value Date 01Dec14			
03/12/2014				

	EFT Transaction PMC Inbounds Value Date 03Dec14 DETAIL - 50008085165 Bankserv-Live PRECISE LOAN		
03/12/2014	EFT Transaction PMC Inbounds Value Date 03Dec14 DETAIL - 50008085165 Bankserv-Live PRECISE LOAN	<i>Pinetel SV</i> { 5,000,000.00	9,773,866.68
03/12/2014	EFT Transaction PMC Inbounds Value Date 03Dec14 DETAIL - 50008085165 Bankserv-Live PRECISE LOAN	{ 574,200.00	10,348,066.68
05/12/2014	Withdrawal ACB Value Date 05Dec14 P0018458243 TLM	400,000.00	9,948,066.68
31/12/2014	Interest Value Date 01Jan15		
		34,157.38	9,982,224.06
14/01/2015	EFT Transaction PMC Inbounds Value Date 14Jan15 DETAIL - 50008085165 Bankserv-Live PRECISE LOAN	<i>Pinetel SV</i> 5,000,000.00	14,982,224.06
15/01/2015	Withdrawal ACB Value Date 15Jan15 P0018563881 TL	300,000.00	14,682,224.06
15/01/2015	Withdrawal ACB Value Date 16Jan15 BP00257717351 WETLANDS/TRIPLE TRADE	1,300,000.00	13,382,224.06
19/01/2015	Withdrawal ACB Value Date 19Jan15 P0018574944 REPAYMENT OF LOAN	350,000.00	13,032,224.06
20/01/2015	Withdrawal ACB Value Date 21Jan15 P0018580872 Wetlands/Twin City	1,197,000.00	11,835,224.06
31/01/2015	Interest Value Date 01Feb15		
		41,432.49	11,876,656.55
04/02/2015	Switch Value Date 04Feb15 BP00260418641 1100201106078 PRECISE 1100201106082	250,000.00	12,126,656.55
04/02/2015	Withdrawal ACB Value Date 04Feb15 P0018641927 SNYMAN KOSTE/EMPIRE PLACE	1,105,537.30	11,021,119.25
05/02/2015	Switch Value Date 05Feb15 BP00260614921 1100201106066 PRECISE 1100201106082	300,000.00	11,321,119.25
05/02/2015	Withdrawal ACB Value Date 06Feb15 P0018648817 TLM	300,000.00	11,021,119.25
20/02/2015	Withdrawal ACB Value Date 21Feb15 P0018702540 Erf 359 Parkwood	2,000,000.00	9,021,119.25
25/02/2015	Switch Value Date 25Feb15 BP00262704111 1100201106049 PRECISE 1100201106082	<i>TMM Loan</i> 1,105,084.92	10,126,204.17
25/02/2015	Withdrawal ACB Value Date 25Feb15 P0018717239 Borchardt Hansen	1,105,084.92	9,021,119.25
28/02/2015	Interest Value Date 01Mar15		
		34,402.64	9,055,521.89

Investec Disclaimer

The account holder authorises Investec to deal exclusively with the above recorded agent on all matters relating to this account and to treat all instructions as duly authorised. The account holder shall be subject to any agreements concluded between Investec and the agent in respect of this account. Investec Private Bank, a division of Investec Bank Limited Reg. No. 1969/004763/06. Investec Private Bank is committed to the Code of Banking Practice as regulated by the Ombudsman for Banking Services. Copies of the Code and the Ombudsman's details are available on request or visit www.investecprivatebank.co.za. An authorised financial services provider. A registered credit provider registration number NCRCP9.



Investec Private Bank

100 Grayston Drive, Sandown, Sandton, 2188

PO Box 785700, Sandton, 2146, South Africa

Telephone: 0880 335 577

Corporate Cash Manager

Loubser van der Walt Inc

PRECISE TRADE AND INVEST 02 PTY LTD

PO Box 1935

Brooklyn Square

0075

Transactional History

From : 1 March 2015 To 14 September 2015

Printed : 14 September 2015 5:15:59 PM

Available balance 60,108.57

Current balance 60,012.39 CR

Reserved balance 0.00

Account type CCM Call Account

Electronic account number 50008085165
Investec branch number 580105

Client number 1100201106082
Client reference PRECISE

08 9 055 621,89

Posted date	Description	Debits	Credits	Balance
06/03/2015	Switch Value Date 06Mar15 GP00056371 PRECISE TRADE AND INVEST 02 PTY LT R2091 PRECISE	8,900,000.00		155,521.89
09/03/2015	EFT Transaction PMC Inbounds Value Date 09Mar15 DETAIL - 50008085165 Bankserv-Live 119 EMPIRE PLACE		12,278.17	167,800.06
23/03/2015	EFT Transaction PMC Inbounds Value Date 23Mar15 DETAIL - 50008085165 Bankserv-Live ALASTAIR PONTON		5,000,000.00	5,167,800.06
23/03/2015	Withdrawal ACB Value Date 24Mar15 BP00266196651 WETLANDS/TRIPLE TRADE	880,000.00		4,287,800.06
23/03/2015	Withdrawal ACB Value Date 24Mar15 P0018814944 PARKWOOD PAYMENT 12 Montrose	2,000,000.00		2,287,800.06
25/03/2015	RTL Transaction D824CV150171 Value Date 25Mar15 1400050039400 50008085165 D824CV150171 /REC/DTCUSALASTAIR PONTON		5,000,000.00	7,287,800.06
31/03/2015	Interest Value Date 01Apr15		12,408.09	7,300,208.15
02/04/2015	Withdrawal ACB Value Date 02Apr15 P0018856441 RATHMOR LONE	3,475,867.82		3,824,340.33
02/04/2015	Withdrawal ACB Value Date 02Apr15 P0018856338 morbel/	500,000.00		3,324,340.33
22/04/2015	Withdrawal ACB Value Date 22Apr15 P0018916364 NEWCO INVESTMENT	500,000.00		2,824,340.33
28/04/2015	Withdrawal ACB Value Date 28Apr15 BP00270615191 WETLANDS/TRIPLE TRADE	1,000,000.00		1,824,340.33
29/04/2015	Withdrawal ACB Value Date 29Apr15 BP00270878081 WETLANDS/TRIPLE TRADE	200,000.00		1,624,340.33
30/04/2015	Interest Value Date 01May15		11,155.50	1,635,495.83
05/05/2015	Withdrawal ACB Value Date 05May15 P0018959254 NEWCO LOAN	350,000.00		1,285,495.83
12/05/2015	Withdrawal ACB Value Date 12May15 BP00272572421 MOEJELIK	1,200,000.00		85,495.83
31/05/2015	Interest Value Date 01Jun15		2,008.60	87,504.43
30/06/2015	Interest Value Date 01Jul15		305.67	87,810.10
31/07/2015	Interest Value Date 01Aug15		321.77	88,131.87
17/08/2015	Withdrawal ACB Value Date 17Aug15 P0019318299 QPRO	1,800.00		86,331.87
25/08/2015	Withdrawal ACB Value Date 25Aug15 P0019348145 EMPIRE/ESKOM	26,630.00		59,701.87

31/08/2015


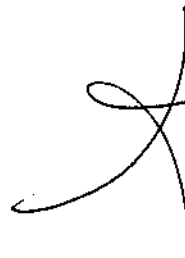
Interest Value Date 01Sep15

310.52

60,012.39

Investec Disclaimer

The account holder authorises Investec to deal exclusively with the above recorded agent on all matters relating to this account and to treat all instructions as duly authorised. The account holder shall be subject to any agreements concluded between Investec and the agent in respect of this account. Investec Private Bank, a division of Investec Bank Limited Reg. No. 1969/004763/06. Investec Private Bank is committed to the Code of Banking Practice as regulated by the Ombudsman for Banking Services. Copies of the Code and the Ombudsman's details are available on request or visit www.investecprivatebank.co.za. An authorised financial services provider. A registered credit provider registration number NCRCP9.



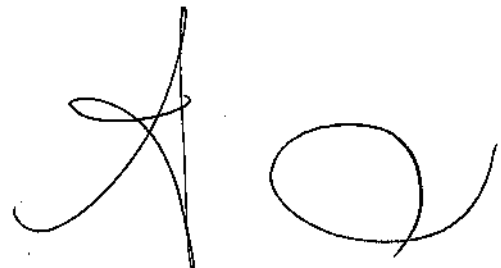
Loubser van der Walt Ingelyf

29 Oktober 2015

Vir aandag Mnr JA van der Walt

Ons erken ontvangs van u skrywe gedateer 20 Oktober 2015, deur ons ontvang op 22 Oktober 2015.

1. Ons is nie in staat om te antwoord op die inhoud van u skrywe nie sonder dat ons van volledige antwoorde op die vrae soos reeds aan u gerig tesame met die volgende verduidelikings bekom is nie. Ons behou dus ons regte voor om volledige te antwoord op u skrywe van 20 Oktober 2015. Ons versuim om op hierdie stadium daarop te reageer moet nie as erkenning daarvan gesien word nie.
2. **313 Nicholson straat**
 - 2.1 Geliewe aan te toon, met spesifieke verwysings na die Precise Trade and Invest 02(Pty)Ltd se Investec rekening staat, wanneer die koopprys, hereregte en kostes betaal is(datum en bedrag).
 - 2.2 Wie het sodanige betalings gemaak en/of gemagtig ?
3. **315 Nicholson straat**
 - 3.1 Geliewe aan te toon, met spesifieke verwysings na die Precise Trade and Invest 02(Pty)Ltd se Investec rekening staat, wanneer die koopprys, hereregte en kostes betaal is(datum en bedrag).
 - 3.2 Wie het sodanige betalings gemaak en/of gemagtig ?
4. **10 Newport Road, Parkwood**
 - 4.1 Geliewe aan te toon, met spesifieke verwysings na die Precise Trade and Invest 02(Pty)Ltd se Investec rekening staat, wanneer die koopprys, hereregte en kostes betaal is(datum en bedrag).
 - 4.2 Wie het sodanige betalings gemaak en/of gemagtig ?
5. **119 Empire place, Sandhurst**
 - 5.1 Geliewe aan te toon, met spesifieke verwysings na die Precise Trade and Invest 02(Pty)Ltd se Investec rekening staat, wanneer die koopprys, hereregte en kostes betaal is(datum en bedrag).
 - 5.2 Wie het sodanige betalings gemaak en/of gemagtig?



6. **225 Rose avenue, Waterkloof**

- 6.1 Geliewe aan te toon, met spesifieke verwysings na die Precise Trade and Invest 02(Pty)Ltd se Investec rekening staat, wanneer die koopprys, hereregte en kostes betaal is (datum en bedrag).
- 6.2 Wie het sodanige betalings gemaak en/of gemagtig?
7. Indien daar enige ander betalings uit die Investec rekening betaal is (anders as hierbo geïdentifiseer) versoek ons u om spesifieke besonderhede verskaf aan wie die bedrae betaal is. Geliewe afsonderlik hierop te antwoord en nie bloot aantekeninge op die bankstaat maak nie

DATUM

BEDRAG

BEGUNSTIGDE

8. U verwys na 'n aantal betalings ontvang in die rekening van Precise Trade and Invest 02 (Pty)Ltd se Investec rekening waarop ons graag duidelikheid wil bekom. Geliewe dus die volgende te bevestig:

18/06/2014

R1 850 000.00

- 8.1 Is hierdie bedrag eers in Loubser van der Walt Ingelyf se trustrekening inbetaal en indien wel wanneer ?
- 8.2 Wie het die bedrag by Investec inbetaal?

18/06/2014

R4 000 000.00

- 8.3 Is hierdie bedrag eers in Loubser van der Walt Ingelyf se trustrekening inbetaal en indien wel wanneer?
- 8.4 Wie het die bedrag by Investec inbetaal?

23/09/2014

R3 500 000.00

- 8.5 Is hierdie bedrag eers in Loubser van der Walt Ingelyf se trustrekening inbetaal en indien wel wanneer?
- 8.6 Wie het die bedrag by Investec inbetaal?

Handwritten signature and initials in black ink.

06/11/2014**R5 000 000.00**

8.7 Is hierdie bedrag eers in Loubser van der Walt Ingelyf se trustrekening inbetaal en indien wel wanneer?

8.8 Wie het die bedrag by Investec inbetaal?

03/12/2014**R2 475 000.00**

8.9 Is hierdie bedrag eers in Loubser van der Walt Ingelyf se trustrekening inbetaal en indien wel wanneer?

8.10 Wie het die bedrag by Investec inbetaal?

03/12/2014**R5 000 000.00**

8.11 Is hierdie bedrag eers in Loubser van der Walt Ingelyf se trustrekening inbetaal en indien wel wanneer?

8.12 Wie het die bedrag by Investec inbetaal?

03/12/2014**R 574 200.00**

8.13 Is hierdie bedrag eers in Loubser van der Walt Ingelyf se trustrekening inbetaal en indien wel wanneer?

8.14 Wie het die bedrag by Investec inbetaal?

14/01/2015**R5 000 000.00**

8.15 Is hierdie bedrag eers in Loubser van der Walt Ingelyf se trustrekening inbetaal en indien wel wanneer?

8.16 Wie het die bedrag by Investec inbetaal?

25/02/2015**R1 105 084.92**

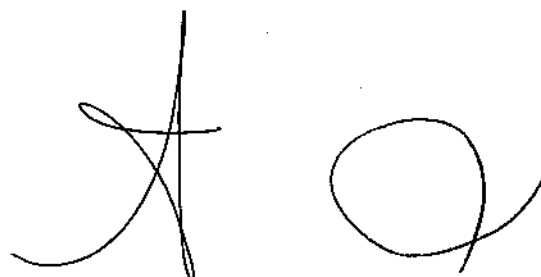
8.17 Is hierdie bedrag eers in Loubser van der Walt Ingelyf se trustrekening inbetaal en indien wel, wanneer?

8.18 Wie het die bedrag by Investec inbetaal?

23/03/2015**R5 000 000.00**

8.19 Is hierdie bedrag eers in Loubser van der Walt Ingelyf se trustrekening inbetaal en indien wel wanneer?

8.20 Wie het die bedrag by Investec inbetaal?




25/03/2015


R5 000 000.00

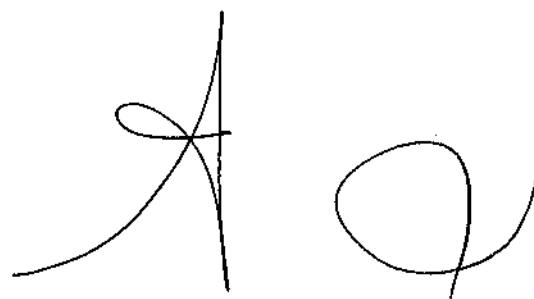
- 8.21 Is hierdie bedrag eers in Loubser van der Walt Ingelyf se trustrekening inbetaal en indien wel wanneer?
- 8.22 Wie het die bedrag by Investec inbetaal?.....
9. U het verskeie aantekeninge gemaak op die bankstaat "TMM loan" en "TMM agreement". Geliewe die onderskeid te verduidelik?
10. Is u bewus van enige ondersoek deur die SAPD of enige ander instansie wat verband hou met die aantuigings in die media ?
10. Is Mnr. Lucky Montana enigszins betrokke by die entiteit Precise Trade and Invest 02(Pty)Ltd en indien wel die aard van sy betrokkenheid? Is daar op enige stadium betalings aan hom gemaak uit die Investec rekening (behalwe die aankoop van sy eiendom), en indien wel volledige besonderhede daarvan.

Ons vertrou u vind bovermelde in orde en ontvang dan graag die inligting soos versoek teen 6 November 2015

Die uwe


NJ Loubser


RF van Wyk



Aan: Loubser van der Walt Ingelyf
Vir aandag: Nic Loubser & Robert van Wyk

28 Januarie 2016

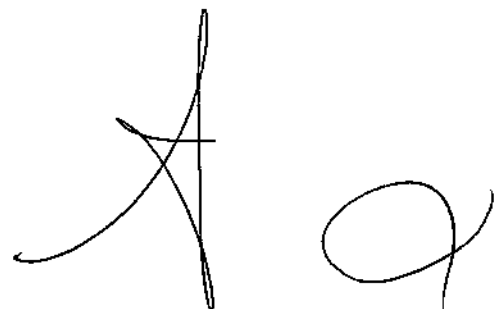
Hiermee bevestig Riaan van der Walt, in sy persoonlike hoedanigheid, en namens Precise Trade and Invest 02 (Pty) Ltd, dat hierdie skrywe as konfidensieël hanteer moet word, en laasgenoemde is geprivilegeerd, en mag onder geen omstandighede aan enige derde partye versend of oorhandig word nie.

1. AD PARAGRAAF 2 & 3:

- 1.1 Die koopprys van beide eiendomme te Nicholsonstraat is verkry uit die leningsooreenkomste met TMM, en gemelde bedrae is ook direk deur TMM vereffen.
- 1.2 Ons is tans op soek na die D-lêers van Dina, en sal datums met betrekking tot betalings en kostes eersdaags verskaf word.

2. AD PARAGRAAF 4:

- 2.1 Hereregte en kostes is betaal op 12 November 2014 in die bedrag van R514 328.00 (Vyf Honderd en Veertien Duisend Drie Honderd Agt en Twintig Rand).
- 2.2 Die koopprys van R6 800 000.00 (Ses Miljoen Agt Honderd Duisend Rand) is betaal as volg:
 - 2.2.1 18/06/2014 =R2 250 000.00
 - 2.2.2 18/07/2014 =R110 800.00
 - 2.2.3 18/07/2014 =R350 000.00
 - 2.2.4 24/07/2014 =R400 000.00
 - 2.2.5 21/11/2014 =R250 000.00
 - 2.2.5 05/12/2014 =R400 000.00
 - 2.2.6 15/01/2015 =R300 000.00



2.2.7	05/02/2015	=R300 000.00
2.2.8	20/02/2015	=R2 000 000.00
2.2.9	23/03/2015	=R439 200.00
	TOTAAL	=R6 800 000.00

Alle betalings is direk uit Precise Trade and Invest 02 (Pty) Ltd se Investec rekening gemaak.

3. AD PARAGRAAF 5:

3.1 Koopprijs: R14 900 000.00 (Veertien Miljoen Nege Honderd Duisend Rand).

3.2 Betaling van koopprijs:

3.2.1 07/11/2014 =R5 000 000.00 (deposito)

3.2.2 06/03/2015 =R8 900 000.00 (waarborg)

3.2.3 04/02/2015 =R1 105 537.30 (betaling van kostes en hereregte)

4. AD PARAGRAAF 6:

4.1 Koopprijs: R11 000 000.00 (Elf Miljoen Rand)

4.2 Betaling van koopprijs:

4.2.1 23/09/2014 =R3 500 000.00 (betaling van deposito)

4.2.2 Balans van R7 500 000.00 is direk aan Borchardt & Hansen
Prokureurs betaal vanaf TMM rakende leningsrekening.

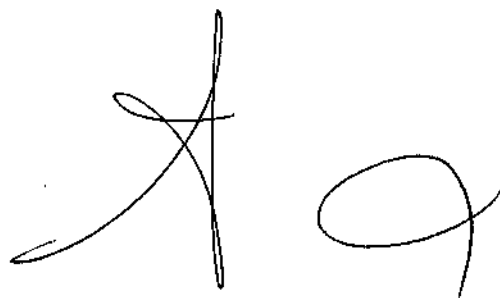
4.2.3 25/02/2015 =R1 105 084.92 (kostes en hereregte betaal aan
Borchardt & Hansen).

5. AD PARAGRAAF 7

15/01/2015 =R1 300 000.00 (Wetlands)

19/01/2015 =R350 000.00 (TMM)

20/01/2015 =R1 197 000.00 (Wetlands)

A handwritten signature in black ink, consisting of a large, stylized 'A' followed by a smaller, circular flourish.

23/03/2015 =R880 000.00 (Wetlands)

02/04/2015 =R3 475 867.82

02/04/2015 =R500 000.00

22/04/2015 =R500 000.00

Bogemelde 3 (drie) betalings is gemaak in opdrag vanaf TMM en reflekteer in my leningsrekening by TMM as gelde terug betaal.

28/04/2015 =R1 000 000.00 (Wetlands)

29/04/2015 =R200 000.00 (Wetlands)

05/05/2015 =R350 000.00

12/05/2015 =R1 200 000.00

Bogemelde 2 (twee) betalings is gemaak in opdrag vanaf TMM en reflekteer in my leningsrekening by TMM as gelde terug betaal.

6. AD PARAGRAAF 8.1:

Alle betalings ontvang op Precise Trade and Invest 02 (Pty) Ltd is direk in die CCMA Investment Account ontvang, en is nie eers in Loubser van der Walt se trustrekening gedeponeer nie.

7. AD PARAGRAAF 8.2:

TMM

8. AD PARAGRAAF 8.4:

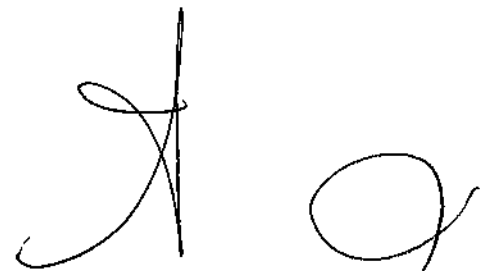
TMM

9. AD PARAGRAAF 8.6:

TMM

10. AD PARAGRAAF 8.8:

Americo Pimentel.



11. AD PARAGRAAF 8.10:

Mark Clancy

12. AD PARAGRAAF 8.12:

Americo Pimentel

13. AD PARAGRAAF 8.14:

Americo Pimentel

14. AD PARAGRAAF 8.16:

Americo Pimentel

15. AD PARAGRAAF 8.18:

TMM

16. AD PARAGRAAF 8.20:

TMM / Ponton (Settlement Agreement)

17. AD PARAGRAAF 8.22:

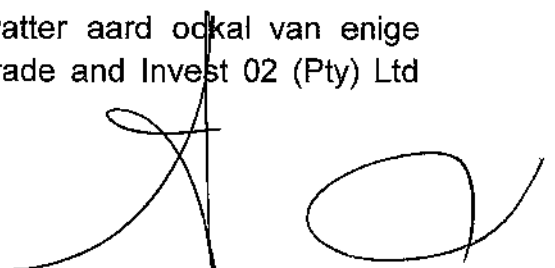
TMM / Ponton (Settlement Agreement)

18. AD PARAGRAAF 9:

Alle gelde ontvang vanaf TMM is gebaseer op ooreenkomste, welke in u besit is. Die aantekeninge as "TMM LOAN" word aangeteken in TMM se boeke as deel van my leningsrekening. Die aanduiding van "TMM AGREEMENT" is 'n aanduiding vir my ter bevestiging dat die gelde ontvang is uit 'n skikkingsooreenkoms tussen Ponton en TMM.

19. AD PARAGRAAF 10:

Ek is nie bewus van enige ondersoek van watter aard ookal van enige instansie teen my persoonlik of teen Precise Trade and Invest 02 (Pty) Ltd nie.

A handwritten signature in black ink, consisting of a large, stylized 'X' or 'A' shape followed by a circular flourish.

20. AD PARAGRAAF 10.2:

Ek is 100% die Aandeelhouer in Precise Trade and Invest 02 (Pty) Ltd en die enigste Direkteur.

Geen finale Ooreenkoms kon gefinaliseer geword het tussen Precise Trade and Invest 02 (Pty) Ltd en L Montana nie, weens verskeie redes, maar spesifiek die verskil in denkwysse hoe om eiendomstransaksies en beleggings te hanteer, sowel as Montana se tekort aan fondse. Samesprekings het plaasgevind met die oog op 'n moontlike "joint venture" in verskeie eiendomme, maar weens laasgenoemde, het die partye besluit om nie met die "joint venture" voort te gaan nie. Ek bevestig weereens dat al 5 (vyf) die eiendomme aan Precise Trade and Invest 02 (Pty) Ltd behoort.

21. 'n Lening van R1 300 000.00 (Een Miljoen Drie Honderd Duisend Rand) is op 20 Februarie 2015 aan LM Montana toegestaan, welke duidelik uiteengesit is in 'n Leningsooreenkoms.



Die uwe
Riaan van der Walt

