

I, the undersigned,

ANDRIES JOHANNES VAN TONDER

hereby state the following:

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

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

Background

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

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

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

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

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

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

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

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

29. I realised that I was next in line to be disposed of as I have reached my expiry date with Gavin Watson. I was extremely stressed.
30. I realised that I cannot stand up against Gavin Watson as I will be destroyed. I was concerned about the continuous uncertainty regarding the SIU matter, even though Gavin Watson stated on various occasions that he has the SIU matter under control. I had seen the report, and my name was mentioned, and I was in fact working there during that time period and onwards.
31. I realised that every individual who was involved in doing Gavin Watson's unlawful actions of corruption for him was expendable and he would victimise that person, make work life unbearable in the hope that that person would eventually resign. The day I left Bosasa, Peet Venter, the tax consultant for Bosasa came into my office. I recall that this was around the time that photos of the ex-president Jacob Zuma's birthday party were published in the media. Peet Venter wanted to inform me that I am "suspect number 1", which I interpreted meaning that I was suspected of leaking information to the press and specifically the birthday party photos that were published. I had never been in possession of these photos nor had I seen them until they were published in the media. This was the moment that I decided I had enough. I then went on special leave and after protracted negotiations with my lawyers and Bosasa's lawyer I entered into a separation agreement with Bosasa then African Global on 02 May 2018.

SIU investigation

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

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

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

Vehicle purchased for Megan Gillingham

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

- 36.1 I signed a personal loan agreement with Dr Smith;

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- 36.2 Dr. Smith transferred the money from his personal bank account into my personal bank account;
- 36.3 I transferred the money from my personal bank account to Volkswagen at the Glen in order to pay for the vehicle. 1 to 2 months thereafter Bosasa transferred the money, plus an amount to allow for tax, and interest payable as per the loan agreement, to Consillium Business Consultants;
- 36.4 From Consillium Business Consultants the money, plus interest, was transferred into my private bank account. To the best of my knowledge the tax amount was paid over from Consillium Business Consultants to SARS. I then transferred the amount plus interest, from my private bank account, back to Dr. Smith's bank account.
37. I do not have a copy of the personal loan agreement anymore and cannot remember the written terms of the agreement. I handed the agreement to Bosasa's legal team during the time of the SIU investigation.


The SeaArk Project – (SARS tax investigation)

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

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

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

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

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


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

Cash

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

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

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

Video Footage

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


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

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

Collecting and destroying documents from Blakes Travel

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

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

73. Travel documents and computers from Blakes Travel were taken to Luipaardsvlei hostel. A hole was dug with a TLB tractor, documents and computers were thrown in the hole, fuel poured over it and set alight. After a while the hole was covered with soil, and a large cement block placed over the covered hole.
74. I was present when the travel coordinator of Bosasa was re-writing Blakes Travel invoices on the instructions of Gavin Watson in new Blakes Travel invoice books.

Danny Mansell and Patrick Gillingham

75. In or about 2000, Danny Mansell, the managing director of Dyambu Operations had a disagreement with Gavin Watson and as a result Gavin Watson purchased Danny Mansell's shares in Dyambu Operations.
76. In or about 2003, Danny Mansell returned to the company following him having sold his cattle farm in the Eastern Cape. His services were required on a potential business deal with Rand Water and Bosasa involving a cattle farm.
77. On a few occasions, I noticed that certain officials in uniform from the Department of Correctional Services would visit the offices, Lindela and the Youth Centre. I was introduced to Patrick Gillingham by Danny Mansell during one of these visits. Bosasa had done extensive upgrades on the kitchen at Lindela and Youth Centre facility in Krugersdorp.
78. On the 25th of February 2005 Danny Mansell arranged that I flew Patrick Gillingham in a private aircraft to Mafikeng, and back on the 26th of February 2005. Patrick Gillingham just told me that he had to attend to a meeting as the

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

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

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

Moving and destroying documents from Bosasa's offices

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

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

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

Holiday with Gavin Watson

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

Attorney's trust account

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

M.P. 


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

Agreement drawn up at attorney's office

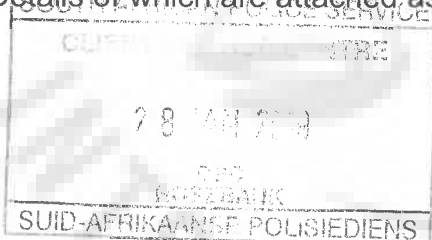
101. I was present in a meeting at one of Bosasa's attorneys where an agreement between Frans Vorster and Patrick Gillingham was drawn up.
102. In this agreement Frans Vorster advanced R180 000.00 to Patrick Gillingham to enable Gillingham to purchase a Mercedes Benz E320 vehicle. The agreement was done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

Meetings and correspondence with the Watsons

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

M.P. 

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



Andries van Tonder

ANDRIES VAN TONDER

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

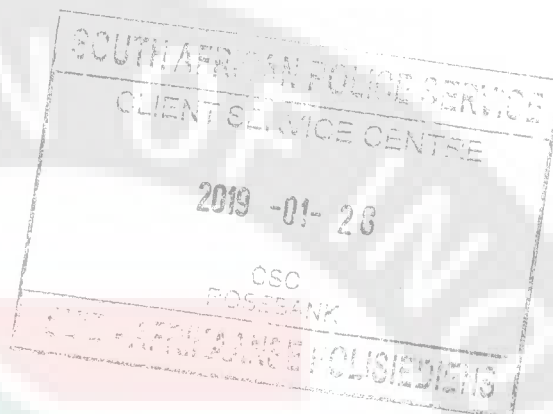
7163768-1
M.P. EST

COMMISSIONER OF OATHS

Name: Mpho R. MUSAU

Address: 15 STURGEON AVENUE ROSEBANK

Capacity: CONSTABLE.





REG No: 1981/012426/07

10 Tom Muller Drive
West Rand Cons 1739

PO Box 580
Randfontein 1760

Tel: +27 (011) 660-8050
Fax: +27 (011) 953-4281

08 May 2001

Roy Stoler Attorneys
PO Box 5211
Johannesburg
2000

Dear Roy

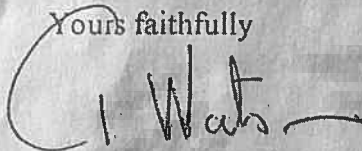
DYAMBU HOLDINGS (PTY) LTD CONTRACT


Thank you for your letter dated 26 April 2001.

Please find the amended agreement as requested attached hereto.

Your assistance is appreciated.

Yours faithfully


GAVIN WATSON

M.R. 

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

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

Kind regards

G. Watson

GAVIN JOSEPH WATSON

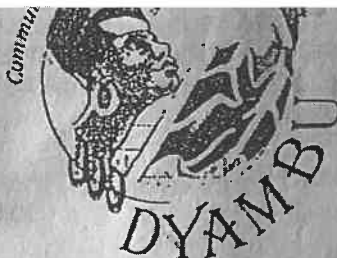
Terms and conditions agreed upon and warranting my authority to act on behalf of Dyambu Holdings (Pty) Ltd

Signed: *M. R. Mude*

Date: *03/08/2000*

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

M. R. Mude



No 10 Tom Muller Drive, West Rand Cons, KRUGERSDORP • P O Box 580, RANDFONTEIN, 1760 • Tel: (011) 660-8050 Fax: (011) 660-9680
 DYAMBU OPERATIONS (Pty) Ltd REG NO: 81/12426/07

1 August 2000

Dear Hilda

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

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

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

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

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

M.R. [Signature]

4.1 Lease : Offices.

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

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

4.2 Lease : Thaba Maru, Unit 2.

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

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

4.3 Motor vehicle : JRD080GP.

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

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

4.4 Insurance.

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

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

4.5 Petrol Card.

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

4.6 Cell Phones.

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

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

M. R. A.

SURETYSHIP

I, the undersigned,

GAVIN WATSON

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

BOSASA OPERATIONS (PROPRIETARY) LIMITED

formerly

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

unto and in favour of –

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

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

2. I undertake to pay in terms of this Suretyship any sum due by the Debtor the payment date of which has elapsed on the same terms and conditions as applicable to the Debtor.
3. In the event of the Debtor being placed in liquidation, or under judicial management, then and in such event, the total amount owing by the Debtor shall be assumed by myself and be payable on the same terms and conditions as applicable to the Debtor. The creditor shall cede / transfer all right and title to the claim against the Debtor, which shall on assumption of the debt vest in myself.

The Creditors rights from this time shall be against myself and not the Debtor.

4. I further agree that any leniency, indulgence or extension of time which may be granted by the Creditor to the Debtor shall not in any way be construed as a waiver of the Creditor's strict rights to enforce its claims against me in terms of this Suretyship.
5. A certificate under the hand, of the Auditor, of the Creditor as confirmed by the Auditor / Liquidator / Trustee of the Debtor as to the existence and amount of the indebtedness of the Debtor and of myself to the Creditor at any time, as to the fact that such amount is due and payable, the amount of interest accrued due thereon and the rate of interest applicable thereto, and as to any other fact, matter or thing relating to the indebtedness of the Debtor and of myself to the Creditor, shall be prima facie proof of the contents and correctness thereof, and the amount of our indebtedness hereunder for the purpose of provisional sentence or summary judgment, or any other proceedings against me in any competent court, and shall be valid as a liquid document for those purposes. It shall not be

M.R.

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

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

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

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

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

G J WATSON C. I. Watson

As witnesses

1.

A. van Tonge

2.

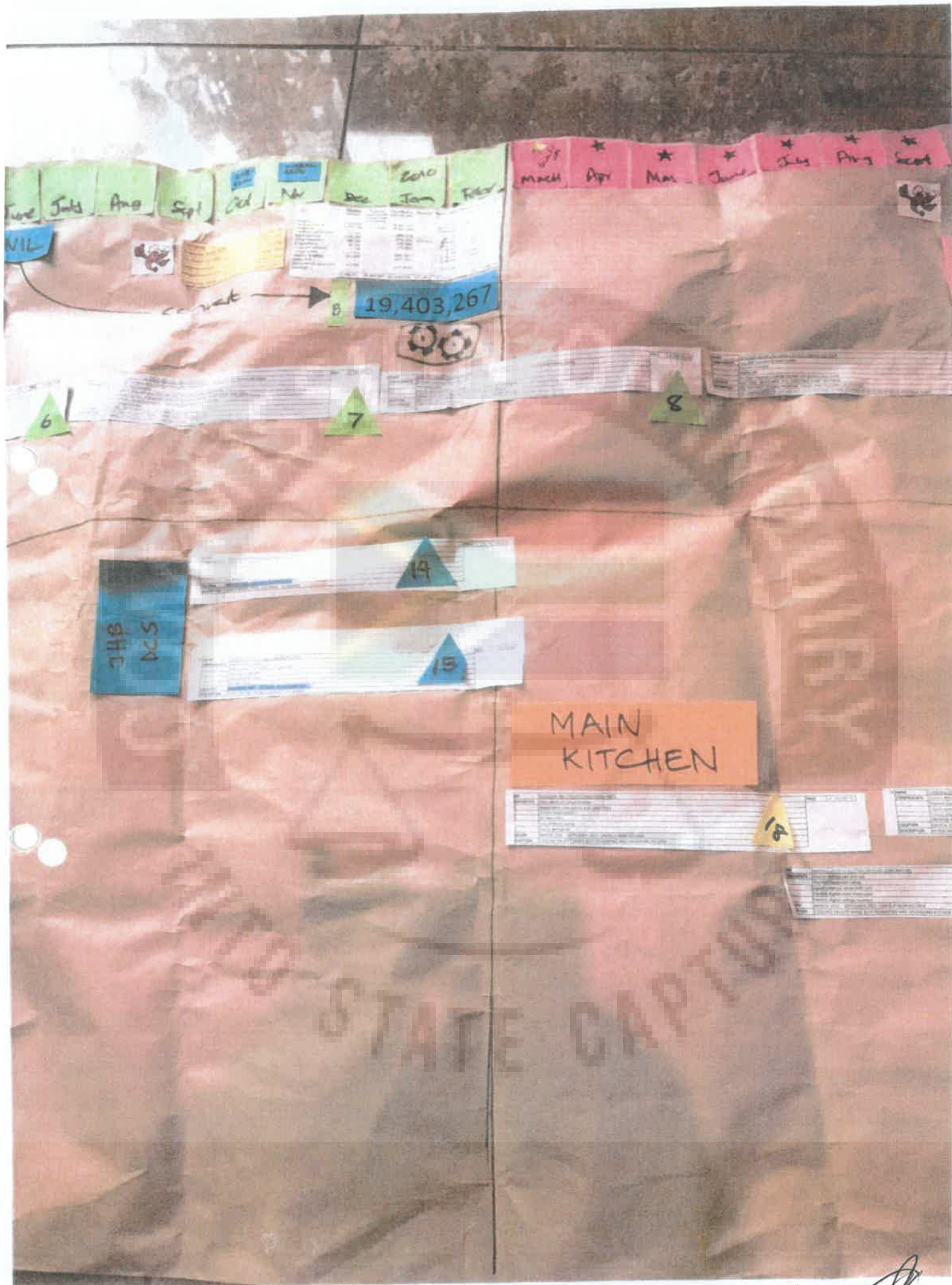
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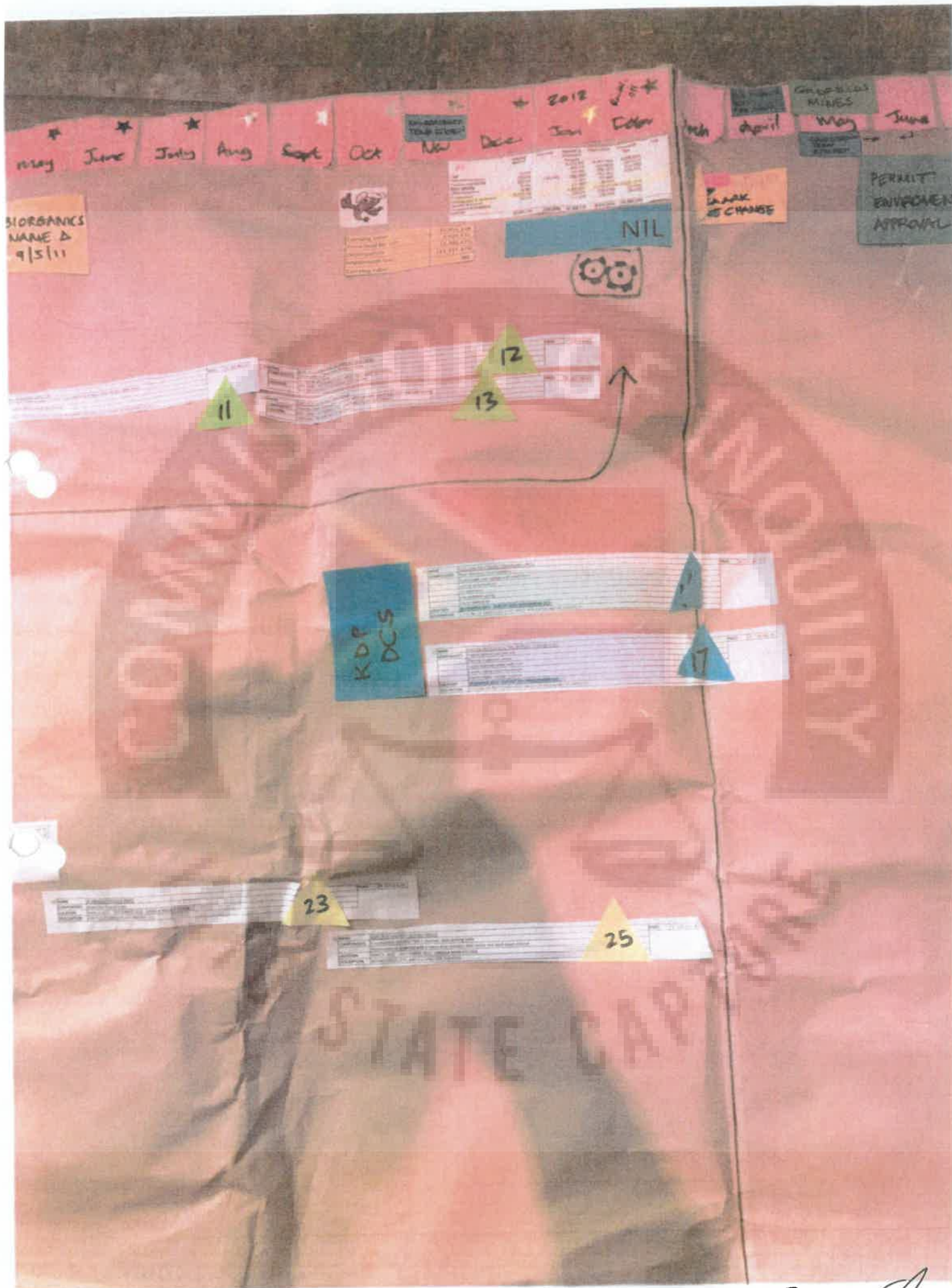
M.R. [Signature]

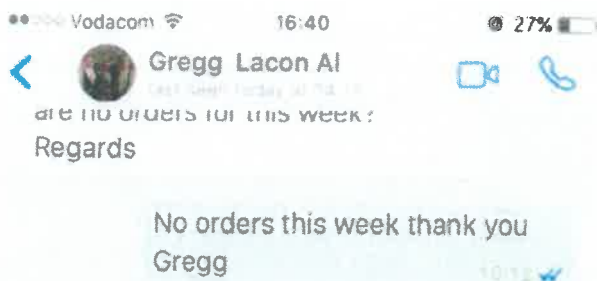
"AT2" AJVT-029



M.P







"AT3"

Ok thanks

Mon, 03 Jul

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

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

Tue, 04 Jul

Hi Andries any news? Regards

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

Thanks



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

Alan Jordan

M.P.

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

M.R. 

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

M.P.R.



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

M.R. 

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2017/06/14, 12:51:35: Andries: Sorry Gregg, he just got back to me: 1,5 tons this week and 1,5 tons next week. Regards

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

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

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

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

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

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

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

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

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

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

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

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

M.R. 

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

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

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

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

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

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

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

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

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

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



M.R. 

Year Jaar		Aircraft Lugvaartuig		Pilot or pilot in command Vlieënier of gesagvoerder	Details of flight and remarks Besonderhede van vlug en opmerkings	Single engine aircraft Eenmotorige lugvaartuie				Multi-engine aircraft Meermotorige lugvaartuie				Instrument flying Instrumentvlieg		Flying as instruc- teur Vlieg as instruk- teur				
Month Maand	Date Datum	Type Type	Registration marks Registrasie- merke			Day Dag	Night Nag	Pilot Vlieë- niet (i)	Dual Dubbel- stuur- les (ii)	Pilot Vlieë- niet (iv)	Dual Dubbel- stuur- les (v)	Pilot Vlieë- niet (vi)	Co-pilot Mede- vlieë- niet (vii)	Dual Dubbel- stuur- les (viii)	Pilot Vlieë- niet (ix)	Co-pilot Mede- vlieë- niet (x)	Navigation aids Navi- gasie hulp- middels (xi)	Place Plek (xii)	Time Tyd (xiii)	(xiv)
December Desember	05	C340A	ZS-OSM	Self	Totals brought forward Totale oorgebring	132,1	128,9	22,4	13,8	65,5	11,1	5,1	5,2						58,2	
	10	C340A	ZS-OSM	G Hughes	FALA - FAPY															
	10	C340A	ZS-OSM	Self	FQVL - FQVL															
	13	C340A	ZS-OSM	G Hughes	FQIN - FQVL															
	13	C340A	ZS-OSM	Self	FQVL - FALA															
January Januarie	16	C340A	ZS-OSM	Self	FALA-Mabula-FALA															
	19	C340A	ZS-OSM	Self	FALA-Mabula-FALA															
	31	C340A	ZS-OSM	Self	FALA - FAMG															
	02	C340A	ZS-OSM	Self	FAMG - FALA															
	15	C340A	ZS-OSM	Self	FALA - FALA															
February Februarie	06	C340A	ZS-OSM	Self	FALA-Mabula-FALA															
	17	C340A	ZS-OSM	Self	FALA - FAVU															
	19	C340A	ZS-OSM	Self	FAVG - FALA															
	24	C340A	ZS-OSM	Self	FALA - FALA															
	25	C340A	ZS-OSM	Self	FALA - FAMM															
May Maj	26	C340A	ZS-OSM	Self	FAMM - FALA															
	14	C414A	ZS-LNI	TF de Brum	FAKR-FALA - FALA															
	20	C340A	ZS-OSM	Self	FALA - FALA															
	21	C340A	ZS-OSM	Self	FALA - FATP															
	29	C340A	ZS-OSM	Self	FATP - FALA															
	31	C206	ZS-PKN	TF de Brum	FAKR-FAKR															
Totals carried forward Totale oorgebring						132,6	128,9	22,4	13,8	65,5	31,4	7,9	5,5	2,3					62,7	
Grand total (Column (i) to (x)) Groototaal (Kolomme (i) tot (x))						410	Hours Ure	18	Minutes Minute											

"AT 4"

AJVT-038

Andries van Tonder

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

Angelo Agrizzi
Chief Operations Officer
Bosasa Group of Companies

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

+{0} 27 11 660 6033
+{0} 27 82 902 8091

Sent via mobile iPhone

Begin forwarded message:

From: Danny1 <danny@solectric.co.za>
Date: 07 March 2011 8:38:46 SAST
To: Angelo Agrizzi <Angelo.Agrizzi@bosasa.com>
Subject: Our future

Dear Angelo

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

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

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

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

M.R. 

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

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

Regards



"AT6" AWT-041

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

Invoice



BILL TO
Bosasa Operations
No 1 Windsor Road
Mogale City

SHIP TO
Bosasa Operations
No 1 Windsor Road
Mogale City

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1172	03/29/2017	\$7,000.00	04/07/2017	Due on receipt	

ACTIVITY	QTY	RATE	AMOUNT
Consulting Consulting CCTV System Integration VAT Number 4070165735	1	7,000.00	7,000.00T

Bank Details

Name: Mansell American Inc
Bank: Wells Fargo
Type: Checking
Acc: 7245119479
Wire Routing: 121000248
Swift: WFBIUS6S

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

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

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

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

Quote is valid for 90 days. Valid Quotations must be in writing and are subject to availability and change in price unless such written quotations states otherwise.

Verbal quotations will not be honored.

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

M.R.

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

Invoice



BILL TO
 Bosasa Operations
 No 1 Windsor Road
 Mogale City

SHIP TO
 Bosasa Operations
 No 1 Windsor Road
 Mogale City

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1172	03/29/2017	\$7,000.00	04/07/2017	Due on receipt	

ACTIVITY	QTY	RATE	AMOUNT
Consulting Consulting CCTV System Integration VAT Number 4070165735	1	7,000.00	7,000.00T

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Name: Mansell American Inc
Bank: Wells Fargo
Type: Checking
Acc: 7245119479
Wire Routing: 121000248
Swift: WFBIUS6S

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 LAKEWAY, TX, 78734

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

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 Verbal quotations will not be honored.

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

M-R

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

Invoice



BILL TO
 Bosasa Operations
 No 1 Windsor Road
 Mogale City

SHIP TO
 Bosasa Operations
 No 1 Windsor Road
 Mogale City

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1225	11/02/2017	\$7,000.00	11/09/2017	Due on receipt	

ACTIVITY	QTY	RATE	AMOUNT
Consulting Consulting CCTV System Integration VAT Number 4070165735	1	7,000.00	7,000.00T

Bank Details

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

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

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

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

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

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

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

M-R

BOSASA OPERATIONS (PTY) LTD
 Reg No 1981/012426/07 Vat No 4070165735
 Mogale Business Park Windsor Road, Lupeaarsvie, Mogale City, Gauteng, South Africa
 Private Bag 2002, Krugersdorp, 1740, Gauteng, South Africa GPS: S 26° 06' 33" E 27° 46' 34"
 Tel: +27(0)11 662 6000 Fax: +27(0)11 662 6138/P National Number: +27(0)86 181 1911
 www.bosasagroup.com



A ATTENUATE \$ 9.

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

February 21, 2017

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

Dear Sir or Madam:

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

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

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

THE CORPORATE RELATIONSHIP

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



[Handwritten signature]



DIRECTORS: J Gumede, GJ Watson, TI Dikani, M Oliveria (Ms), NLT Makoko (Ms), PF Leshabane, JSA Leyds (Ms), SSDT Matherijwa

NATIONAL OFFICES: CAPE TOWN +27(0)21 552 1803 DURBAN +27(0)31 914 0025 POLOKWANE +27(0)15 293 1204 PORT ELIZABETH +27(0)41 581 5330
 INTERNATIONAL OFFICES: CHINA +86 1390 175 7510 SINGAPORE +65 6 827 4530 UK +44 0870 22 00 825 USA +1 858 756 5443

M-R



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

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

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

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

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

MR. MANSELL'S QUALIFICATIONS

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

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

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

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

A handwritten signature in black ink, appearing to be "M. R. Mansell". The signature is written in a cursive, stylized manner. Below the signature, the letters "M. R." are printed in a simple, sans-serif font.



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

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

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

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

OPERATIONS MANAGER

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

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

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

Two handwritten signatures in black ink. The signature on the left is large and stylized, while the one on the right is smaller and more compact. Below the right-hand signature, the initials "M.P." are written in a similar handwritten style.



TERMS OF EMPLOYMENT

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

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

Sincerely

A handwritten signature in black ink, appearing to read "Angelo Agrizzi", written over a horizontal line.

Angelo Agrizzi,
CEO
Bosasa Operations (Pty) Ltd.

A handwritten signature in black ink, appearing to read "Andries Van Tonder", written over a horizontal line.

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

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

Andries van Tonder

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

Sir,

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

Regards

Dinna Dreyer

BDK ATTORNEYS

4th Floor, National Bank Building

84 Market Street

P O Box 8013

Dooex 243

Johannesburg

2000

Tel: 011 838 1214

Fax: 011 838 8740 / 086 603 3183

Email: dinna@bdk.co.za

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M.R



http://www.bosasa.com/Privacy_Policy_Disclaimer.pdf



MF 

Andries van Tonder

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

Andries

Please find enclosed our tax invoice for your kind attention.

We once again thank you for the instructions herein.

Yours faithfully

Samantha Sawyer

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

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

Tel: 011 838 1214
Fax: 011 836 8740

M.R. 


B|D|K
 ATTORNEYS
TAX INVOICE
David H Botha | Du Plessis | Kruger

SINKROPROP

Our ref IAN SMALL-SMITH/ss

PER EMAIL: andries@bosasa.com

Your ref 170710

Your VAT No

Date 13/07/2010

In regard to
 LEGAL FEES - PERIOD - 19/06/2010 – 11/07/2010

On consultation and general legal work done by our Mr Ian Small-Smith (1.5 days)	22,500-00
SUBTOTAL	22,500-00
14% VAT	3,150-00
SUBTOTAL	25,650-00
<u>To counsel invoices</u>	
M Hellens SC	25,650-00
D Joubert	83,790-00
C Robertson (est)	50,400-00
Van Zyl le Roux correspondents	10,225-00
TOTAL DUE AND PAYABLE	R195,715-00

BANKING DETAILS:

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

Established 1960

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

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

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

Andries van Tonder

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

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

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

Yours faithfully

Samantha Sawyer

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

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

Tel: 011 838 1214
Fax: 011 836 8740




BDK
ATTORNEYS

David H Botha | Du Plessis | Kruger

TAX INVOICE

SINKROPROP

PER EMAIL: andries@bosasa.com

Our ref IAN SMALL-SMITH/ss

Your ref 240610

Your VAT No

Date 19/05/2010

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

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

105,000-00

SUBTOTAL

105,000-00

14% VAT

14,700-00

TOTAL DUE AND PAYABLE**R119,700-00****BANKING DETAILS:**

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

NOTE:

**ALL COUNSEL INVOICES WILL BE FORWARDED
SEPERATELY ON RECEIPT OF INVOICES.**

Established 1960

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

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

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

M. R.

Andries van Tonder

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

Sir

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

We thank you for the instruction.

Yours faithfully

Samantha Sawyer

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

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

Tel: 011 838 1214
Fax: 011 836 8740

M-R 


B|D|K
 ATTORNEYS

TAX INVOICE

David H Botha | Du Plessis | Kruger

SINKROPROP

Our ref IAN SMALL-SMITH/ss

PER EMAIL: andries@bosasa.com

Your ref 200510

Your VAT No

Date 19/05/2010

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

On consultation and general legal work done by our Mr Ian Small-Smith (3 days)	45,000-00
<u>On counsel:</u>	
Estimated invoice	12,000-00
SUBTOTAL	57,000-00
14% VAT	7,980-00
TOTAL DUE AND PAYABLE	R64,980-00

BANKING DETAILS:

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

Established 1960

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

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

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

Andries van Tonder

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

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

As always we thank you for the instruction herein.

Yours faithfully

Samantha Sawyer

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

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

Tel: 011 838 1214
Fax: 011 836 8740



M.R. 


B|D|K
 ATTORNEYS

David H Botha | Du Plessis | Kruger
TAX INVOICE

SINKROPROP

PER EMAIL: andries@bosasa.com

Our ref IAN SMALL-SMITH/ss

Your ref 230310

Your VAT No

Date 08/03/2010

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

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

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

Established 1960

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

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 Docex 243 Johannesburg

M.P.

Samantha Sawyer

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

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

Tel: 011 838 1214
Fax: 011 836 8740

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M.P. 

Andries van Tonder

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

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

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

Yours faithfully

Samantha Sawyer

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

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

Tel: 011 838 1214

Fax: 011 836 8740

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

From: [Andries van Tonder](#)

To: [Samantha](#)

Sent: Wednesday, February 17, 2010 9:43 AM

Subject: RE:

Dear Samantha,

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

Yours faithfully

Andries

From: Samantha [mailto:samantha@bdk.co.za]

Sent: Wednesday, February 17, 2010 9:17 AM

To: Andries van Tonder

Subject:

Please could you advise when we could expect payment.

Yours faithfully

M.R. 

**TAX INVOICE****David H Botha | Du Plessis | Kruger**

SINKROPROP

Our ref IAN SMALL-SMITH/ss

PER EMAIL: andries@bosasa.com

Your ref 300110

Your VAT No

Date 27/01/2010

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

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

BANKING DETAILS:

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

Established 1960

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

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

Johannes Karel Schaefer BJur LLB, Ian Small-Smith BProc

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

Andries van Tonder

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

Please could you advise when we could expect payment.

Yours faithfully

Samantha Sawyer

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

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

Tel: 011 838 1214
Fax: 011 836 8740



M.R. 


B|D|K
 ATTORNEYS

TAX INVOICE

David H Botha | Du Plessis | Kruger

SINKROPROP

Our ref IAN SMALL-SMITH/ss

PER EMAIL: andries@bosasa.com

Your ref 411209

Your VAT No

Date 21/12/2009

In regard to

LEGAL FEES - PERIOD 16/11/2009 – 21/12/2009

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

BANKING DETAILS:

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

Established 1960

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

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

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 Email thefirm@bdk.co.za
 4th Floor National Bank Building
 84 Market Street, Cnr Simmonds
 PO Box 8013 Johannesburg 2001
 Docex 243 Johannesburg

M.R.

Andries van Tonder

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

Sir

Please find enclosed our tax invoice for your kind attention.


Yours faithfully

Samantha Sawyer

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

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

Tel: 011 838 1214
Fax: 011 836 8740

M.R. 



TAX INVOICE

David H Botha | Du Plessis | Kruger

SINKROPROP

Our ref IAN SMALL-SMITH/ss

PER EMAIL: andries@bosasa.com

Your ref 300110

Your VAT No

Date 27/01/2010

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

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

BANKING DETAILS:

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

Established 1960

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

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

Johannes Karel Schaefer BJur LLB, Ian Small-Smith BProc

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

M.12

Andries van Tonder

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

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

Yours faithfully

Samantha Sawyer

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

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

Tel: 011 838 1214
Fax: 011 836 8740



M.R. 


B|D|K
 ATTORNEYS

David H Botha | Du Plessis | Kruger
TAX INVOICE
SINKROPROP

PER EMAIL: andries@bosasa.com

Our ref IAN SMALL-SMITH/ss

Your ref 411209

Your VAT No

Date 21/12/2009

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

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

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

Established 1960

 David H Botha, du Plessis & Kruger Inc • Reg No. 98/16549/21
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 Email thefirm@bdk.co.za
 4th Floor National Bank Building
 84 Market Street, Cnr Simmonds
 PO Box 8013 Johannesburg 2000
 Docex 243 Johannesburg

M.R.

Andries van Tonder

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

Sir

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

Yours faithfully

Samantha Sawyer

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

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

Tel: 011 838 1214
Fax: 011 836 8740



M.R. 



TAX INVOICE

David H Botha | Du Plessis | Kruger

SINKROPROP

Our ref IAN SMALL-SMITH/ss

PER EMAIL: andries@bosasa.com

Your ref 251109

Your VAT No

Date 16/11/2009

In regard to

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

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

BANKING DETAILS:

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

Established 1960

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

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

Johannes Karel Schaefer BJur LLB, Ian Small-Smith BProc

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 Fax (011) 836 8740 / 086 603 3183
 Email thefirm@bdk.co.za
 4th Floor National Bank Building
 84 Market Street, Cnr Simmonds
 PO Box 8013 Johannesburg 2009
 Docex 243 Johannesburg

M-R

Andries van Tonder

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

Sir

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

We again thank you for the instruction herein.

Yours faithfully

Samantha Sawyer

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

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

Tel: 011 838 1214
Fax: 011 836 8740

M.R. 



TAX INVOICE

David H Botha | Du Plessis | Kruger

SINKROPROP

Our ref IAN SMALL-SMITH/ss

PER EMAIL: andries@bosasa.com

Your ref 520909

Your VAT No

Date 29/09/2009

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

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

BANKING DETAILS:

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

Established 1960

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

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

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

M.D.

Andries van Tonder

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

Sir

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

We thank you for the instruction herein.

Yours faithfully

Samantha Sawyer

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

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

Tel: 011 838 1214
Fax: 011 836 8740

M.R




B|D|K
 ATTORNEYS

David H Botha | Du Plessis | Kruger
TAX INVOICE

SINKROPROP

PER EMAIL: andries@bosasa.com

Our ref IAN SMALL-SMITH/ss

Your ref 620809

Your VAT No

Date 27/08/2009

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

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

BANKING DETAILS:

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

Established 1960

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

Directors: Pieter Jacobus du Plessis BA LLB, Jan Christoffel Kruger BA LLB
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 Fax (011) 836 8740 / 086 603 3183
 Email thefirm@bdk.co.za
 4th Floor National Bank Building
 84 Market Street, Cnr Simmonds
 PO Box 8013 Johannesburg 2000
 Docex 243 Johannesburg

M.P.

Andries van Tonder

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

Sir

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

We thank you for the instruction herein.

Yours faithfully

Samantha Sawyer

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

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

Tel: 011 838 1214
Fax: 011 836 8740

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M.P. 

Andries van Tonder

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

Sir

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

We thank you for the instruction herein.

Yours faithfully

Samantha Sawyer

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

National Bank Building
4th Floor
84 Market Street
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Johannesburg
2000

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M.R. 


B|DK
 ATTORNEYS

David H Botha | Du Plessis | Kruger
TAX INVOICE

SINKROPROP

PER EMAIL: andries@bosasa.com

Our ref IAN SMALL-SMITH/ss

Your ref 200709

Your VAT No

Date 13/07/2009

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

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

BANKING DETAILS:

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

Established 1960

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

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

Johannes Karel Schaefer BLur LLB, Ian Small-Smith BProc

Telephone (011) 838 1214
 Fax (011) 836 8740 / 086 603 3187
 Email thefirm@bdk.co.za
 4th Floor National Bank Building
 84 Market Street, Cnr Simmonds
 PO Box 8013 Johannesburg 2000
 Docex 243 Johannesburg

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

AJVT-076

VAI NO.	TAX DATE	INVOICE NO
4900118250	2009/05/31	2777

INVOICE TO DAVID BOTHA DU PLESSIS & KRUGER Docex 243 Johannesburg Fax No: 836-8740	Your Reference: In re: Pat Gillingham - Search Warrant Ref: Ian Smallsmith
Cust VAI No. 4040180012	

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

M.R.

MICHAEL K HELLENS SC

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

AJVT-077
VAT Invoice

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

INVOICE TO	
DAVID BOTHA DU PLESSIS & KRUGER Docex 243 Johannesburg Fax No: 836-8740	
Cust VAT No.	4040180012

Your Reference:
In re:
Pat Gillingham - Search Warrant Ref: Ian Smallsmith

ITEM
erusal
Consultation

DESCRIPTION	VAT	VAT AMT	AMOUNT
07/07/2009 : On Re-Perusal of Papers (2)	S	756.00	5,400.00
07/07/2009 : On Consultation (1 1/2)	S	567.00	4,050.00

Terms
97 Days
AMOUNT

@ 14.0%
Standard Bank
Smat S1 00180500
Acc: 001113399

R 1,323.00

VAT total R1,323.00
Total R10,773.00

M.R. 

MICHAEL R HELLENS SC

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

VAT Invoice AJVT-078

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

INVOICE TO
DAVID BOTHA DU PLESSIS & KRUGER
Docex 243
Johannesburg
Fax No: 836-8740

Your Reference:
In re:
Pat Gillingham
- Search Warrant
Ref: Ian Smallsmith

Cust VAT No. 4040180012

Terms
97 Days

ITEM	DESCRIPTION	VAT	VAT AMT	AMOUNT
Perusal Consultation	07/07/2009 : On Re-Perusal of Papers (2)	S	756.00	5,400.00
	07/07/2009 : On Consultation (1 1/2)	S	567.00	4,050.00

@ 14.0% R 1,323.00
Standard Bank
Smat SI 00180500
Acc: 001113399

VAT total R1,323.00

Total R10,773.00

M.R. 


David H Botha | Du Plessis | Kruger
TAX INVOICE
Sinkroprop
PER EMAIL: andries@bosasa.com
Our ref I. SMALL-SMITH/dd

Your ref 580609

Your VAT No
Date 22 June 2009

In regard to
LEGAL FEES
PERIOD 25/05/2009 TO 21/06/2009

On consultations and general legal work done.

(10 hours).

15 000-00

+14% VAT

2 100-00

TOTAL DUE:
R 17 100-00
Our banking details:
ABSA Bank Market Street, Johannesburg
Account No: 150 260 809
Branch Code: 301-305

Established 1960

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

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

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

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

Andries van Tonder

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

Sir

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

Yours faithfully

Samantha Sawyer

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


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

Tel: 011 838 1214
Fax: 011 836 8740

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M.P. 


BDK
 ATTORNEYS

David H Botha | Du Plessis | Kruger
TAX INVOICE
SONKROPROP

PER EMAIL: andries@bosasa.com

Our ref IAN SMALL-SMITH/ss

Your ref 410509

Your VAT No

Date 25/05/2009

 In regard to
LEGAL FEES

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

BANKING DETAILS:

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

Established 1960

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

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

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

M-R

Andries van Tonder

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

Please find enclosed for your kind attention.

Yours faithfully

Samantha Sawyer

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

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

Tel: 011 838 1214
Fax: 011 836 8740

M.R. 



David H Botha | Du Plessis | Kruger

TAX INVOICE

SINKROPROP

PER EMAIL: andries@bosasa.com

Our ref IAN SMALL-SMITH/ss

Your ref 670810

Your VAT No

Date 30/08/2010

In regard to

LEGAL FEES - PERIOD - 12/07/2010 – 30/08/2010

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

45,000-00

SUBTOTAL

45,000-00

14% VAT

6,300-00

SUBTOTAL

51,300-00

NOTE:

On our previous invoice for the period up until 11.7.2010 we
estimated the invoice of Adv Robertson to be R50,400.00.
The invoice is in fact R71,563.50.

Balance outstanding on Adv Robertson's invoice

21,163-50

TOTAL DUE AND PAYABLE

R72,463-00

BANKING DETAILS:

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

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Fax (011) 836 8740 / 086 603 318
Email thefirm@bdk.co.za
4th Floor National Bank Building
84 Market Street, Cnr Simmonds
PO Box 8013 Johannesburg 2000
Docex 243 Johannesburg

M.R.

Andries van Tonder

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

Brian

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

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

I trust you will expedite same



Andries van Tonder

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

Andries / Carlos

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

Brian Biebuyck
 Partner

Hogan Lovells (South Africa) Inc.
 22 Fredman Drive
 Sandton, Johannesburg
 Tel: +27 11 286 6900
 Direct: +27 11 523 6027
 Fax: +27 11 286 6901
 Email: brian.biebuyck@hoganlovells.com
 www.hoganlovells.com



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

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M.R.

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I trust you will expedite same

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M.R. 

Audit Trail - Create Transfer

? HELP

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

Group 00121 ROUTLEDGE MODISE INCORPORATED
Operator Number 006
Status Finally Approved

Transaction Status

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

Transfer Transaction Detail

From Account	630105	0000000712330872 HOGAN LOVELLS S78(1)
Description	3 118901 BOSASA	Frequency Adhoc
To Account	250655	0000062053735290 BOSASA OPERATIONS PTY LTD
Description	3 HOGAN LOVELLS INVEST W/D	Mandate
Date	20160701	Amount 25000000.00
Transaction Number	40580	

Proceed Cancel

Audit Trail - Create Transfer

? HELP

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

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Description	3 HOGAN LOVELLS INVEST W/D	Mandate
Date	20160701	Amount 25000000.00
Transaction Number	40580	

Proceed

Cancel

Andries van Tonder

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

Thanks

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

Hi Brian,

Please transfer the funds to the following bank account:

Bosasa Operations
 FNB
 Account 6205 373 5290
 Branch code 256 955

Kindly let us have proof of the transaction afterwards.

Kind regards

Jacques van Zyl
 Chief Accountant/Company Controller

The Bosasa Group of Companies
 Mogale Business Park
 Windsor Road | Mogale City | 1739 | Gauteng | South Africa
 ☎ +27 (0)11 662 6051
 ✉ +27 (0)11 662 6151

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



⚠ Please consider the environment before printing this email

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

M.P. A

Brian,

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

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

Kind Regards

Angelo Agrizzi

Best Regards

Angelo Agrizzi
Chief Operations Officer
Operations
6020



MR 

Audit Trail - Create Transfer

2 HELP

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

Group 00121 ROUTLEDGE MODISE INCORPORATED
Operator Number 006
Status Finally Approved

Transaction Status

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

Transfer Transaction Detail

From Account	630105	0000000712330872 HOGAN LOVELLS S78(1)
Description	3 I18901 BOSASA	Frequency Adhoc
To Account	250655	0000062053735290 BOSASA OPERATIONS PTY LTD
Description	3 HOGAN LOVELLS INVEST W/D	Mandate
Date	20160701	Amount 25000000.00
Transaction Number	40580	

Proceed

Cancel

Andries van Tonder

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

Este

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

Brian Biebuyck

Partner

Hogan Lovells (South Africa) Inc.
 22 Fredman Drive
 Sandton, Johannesburg
 Tel: +27 11 286 6900
 Direct: +27 11 523 6027
 Fax: +27 11 286 6901
 Email: brian.biebuyck@hoganlovells.com
 www.hoganlovells.com



Winner



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[click here](#)

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

From the SIU MATTER

Angelo Agrizzi
 Group Chief Operations Officer

M.R.

Bosasa Group of Companies

The Bosasa Group

Mogale Business Park

Windsor Road | Mogale City | 1739 | Gauteng | South Africa

Tel: [+27\(0\)11 662 6033](tel:+27(0)11 662 6033)

Fax [+27\(0\)11 6626138/9](tel:+27(0)11 6626138/9)

Mobile: [+27\(0\)82 902 8091](tel:+27(0)82 902 8091)

Skype: Angelo.Agrizzi

Angelo.Agrizzi@Bosasa.com

Angelo.Agrizzi@me.com (Pvt)

Gina.Pieters@Bosasa.com

www.bosasagroup.com

www.angeloagrizzi.com

Personal Assistant

Gina Pieters

+27 (0) 11 662 6000

Gina.Pieters@bosasa.com

"In all thy ways acknowledge HIM and HE shall direct thy paths" - Prov 3:6

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

Angelo

Your email below refers.

We hold monies on your behalf as follows:

On I18901 (SIU matter) there is R28,210,469.18 invested; and

On I29727 (Beta Bastion matter) there is R3,468,449.24 invested.

From which account would you like us to draw the R400,000.00 to pay JA Venter Attorneys.

Please advise both Este and myself in this regard.

Kind regards

Brian Biebuyck

Partner

Hogan Lovells (South Africa) Inc.

22 Fredman Drive

Sandton, Johannesburg

Tel +27 11 286 6900

Direct +27 11 523 6027

Fax: +27 11 286 6901

M.R.

Andries van Tonder

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

Brian,

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

Amount R400,000.00

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

REFERENCE MAT 1054 MBATHA FARM

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

m.r. 

Email: brian.biebuyck@hoganlovells.com
www.hoganlovells.com

<image007.jpg>

<image008.jpg>

To subscribe to our newsletters or to update your subscription options, please:

<image009.png>

From: Angelo Agrizzi [<mailto:Angelo.Agrizzi@bosasa.com>]
Sent: 22 June 2016 11:46 AM
To: Biebuyck, Brian; Andries van Tonder; Gavin Watson
Cc: Joe Gumede; Trevor Mathenjwa
Subject: Transfer of funding +++URGENT+++

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Amount **R400,000.00**

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 ABSA Account Number- 408 687 9265
 Branch Code- 632005

REFERENCE MAT 1054 **MBATHA FARM**

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M.P.

[Handwritten signature]

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Amount R400,000.00

JA Venter Attorneys

ABSA Account Number- 408 687 9265

Branch Code- 632005

REFERENCE MAT 1054 MBATHA FARM

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M.R. [Signature]



Jarrod Watson

last seen today at 19:10



"AT9"

Sat, 25 Aug

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

Andries this is Lindsays gmail account for further communications

19:55

lindswatson@gmail.com

19:55

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

19:56

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

19:57

Let me know if you follow

19:58

Thanks for the help my man

19:58

You have been a saint

19:58



M. J. A.

**Jarrod Watson**

last seen today at 19:10



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

20:27

Sun, 26 Aug

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

Thanks

07:33

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

10:55

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

17:35

Mon, 27 Aug

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

08:14



Morning I will phone you back in a



MR



Jarrod Watson

last seen today at 19:10



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

08:15 ✓✓

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

08:16

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

08:17

Mediating Between Parties and Other Parties (Mediators)

W.C. Smith & Co. (Pty) Ltd. (WCS)

Ref: 12/12/17 - 12/12/17
Att: 086 666 4000

Rushmere Noach Attorneys
3 Ascot Office Park
Conyngham Road
Greenacres

WCIS

ATTORNEYS

Cur Ref: D.Witz/A399
Your Ref: S K Coughlin/MAT34431

pdf **Letter (270817)**

2 pages • 1,1 MB • pdf

10:48 ✓✓

Just received letter attorneys letter
Angelo sent to Rusmere

10:4



Yeah the problem i believe is that





Jarrod Watson

last seen today at 19:10



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

10:49

Because we only get what he has
done

10:50

You created group "Contract"

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

I generally dont think its a
bad contract

09:33 ✓✓

Ill explain why when i see
you

09:33 ✓✓

Roth Watson

See you now

10:01

11:04



Colleen Rd

West Road

Redhill Rd



[Handwritten signature]

**Jarrod Watson**

last seen today at 19:10



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

21:43 ✓✓

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

21:50

Wed, 29 Aug

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

12:18

Fri, 21 Sep

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

12:47



MEMORANDUM OF AGREEMENT

between

GAVIN JOSEPH WATSON
(IDENTIFICATION No. 480712 5182083)

and

ANGELO AGRIZZI
(IDENTIFICATION No. 671203 5468 085)

M.R. 

1. PARTIES

1.1 The Parties to this Agreement are:

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

1.2 The Parties agree as set out below.

2. INTERPRETATION

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

2.1 an expression which denotes:

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

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

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

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

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

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

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

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

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


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

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

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

"RSA" means the Republic of South Africa;

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

M.R. 

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

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3. BACKGROUND

- 3.1 Angelo and Gavin, *inter alia*, entered into a Severance and Consultancy Agreement on 19 March 2017 ("the Consultancy Agreement"), in respect of which various disputes have arisen. The parties to the Consultancy Agreement are Bosasa Operations Proprietary Limited, Consilium Business Consultant's Proprietary Limited, Leading Prospects Trading 11 Proprietary Limited, Gavin and Angelo.
- 3.2 The Parties have settled these disputes in terms of dispute resolution provisions of the Consultancy Agreement and wish to record the terms of the agreement herein which will govern their commercial relationship going forward in their endeavour to re-establish the business and trust relationship that previously existed between them.
- 3.3 The Parties accordingly agree as set out below.

4. CANCELLATION OF THE CONSULTANCY AGREEMENT AND SETTLEMENT

- 4.1 The Parties agree that as of the 31st of August 2018, the Consultancy Agreement is hereby cancelled, and no party to the Consultancy Agreement shall have any claim, action, or right of action against any other party to the Consultancy Agreement for compensation, damages, reinstatement, remuneration, or for any other amount or remedy whatsoever, howsoever arising relating to the Consultancy Agreement, other than what is contained within this Agreement.
- 4.2 Within 7 (seven) days from the Signature Date, Gavin shall provide writing confirmation from Bosasa Operations Proprietary Limited, Consilium Business Consultant's Proprietary Limited and Leading Prospects Trading 11 Proprietary Limited that they each confirm the cancellation of the Consultancy Agreement.
- 4.3 Within 7 (seven) days from the Signature Date, Angelo undertakes to confirm his withdrawal of all and any legal proceedings that have or are in the process of being launched relative to the Consultancy Agreement.
- 4.4 This Agreement novates and supersedes all prior agreements entered into between the Parties, and neither Party will have any claim against the other in relation to any such prior agreement.

5. CONSULTANCY AND OVERSIGHT

- 5.1 Angelo will serve as Gavin's personal consultant to advise him personally in relation to his business dealings generally, and to this end the Parties will meet regularly to discuss and exchange ideas beneficial to Gavin's business interests ("**the Consultancy Services**").
- 5.2 In consideration for the Consultancy Services, Gavin will pay, or cause to be paid, a monthly consultancy fee in the sum of R250,000.00 (Two hundred and fifty thousand Rand), excluding VAT ("**the Consultancy Fee**"), to Angelo, or an entity nominated by him in writing upon a monthly invoice being presented to Gavin, or an entity nominated by him in writing, to facilitate payment of such fee on or before the 29th day of each month, which shall be payable by electronic funds transfer, free of any deductions or set-off, into a South African bank account nominated by Angelo in writing.
- 5.3 The Consultancy Fee payments shall endure for a period of 5 (five) years from the Signature Date and escalate by 5% (five percent) *per annum* reckoned from the month end after the first anniversary of the Signature Date.

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- 5.4 Angelo or the entity nominated by him will be responsible for and liable to pay any tax consequences that flow pursuant payment of the Consultancy Fee and indemnifies Gavin in this regard.
- 5.5 In order to ensure the harmonious relationship between the Parties in executing the terms of this Agreement, the administration and running of Newco, and to assist in the endeavour to rebuild their prior trust relationship, the Oversight Committee will hold themselves available to meet with the Parties at short notice to resolve any concern, complaint, disagreement, difference or dispute that may arise between the parties ("**an Issue**"), it being recoded that it is a material term of the Agreement that neither Party shall denigrate or malign the other Party, which if breached may result in the termination of the Agreement as provided herein.
- 5.6 Within 7 (seven) days from the Signature Date, Gavin shall provide Angelo with written confirmation from the members of the Oversight Committee that they each accept their appointment as members of the Oversight Committee.
- 5.4 If either Party has an Issue with the other, he will refer that Issue to the Oversight Committee, who will convene as soon as practically possible, in person or by electronic conference call, to engage with the Parties to mediate and resolve the Issue.
- 6. NEWCO**
- 6.1 The Parties will cause Newco to be incorporated and registered within 60 (sixty) days of the Signature Date.
- 6.2 Angelo will serve as the Executive Chairman of Newco, and will be responsible for the entrepreneurial development and management of the Business, but excluding Restricted Business, in accordance with the terms of the Memorandum of Incorporation to be agreed between the Parties prior to the incorporation and registration of Newco.
- 6.3 The Business of Newco is to be agreed between the Parties, it being a prerogative of Newco that it endeavours to follow the principles of Black Economic Empowerment will serve as the guideline in determining the nature of the Business.
- 6.4 Gavin undertakes to fund Newco as follows:
- (a) Subject to clause 6.6, Gavin shall make payment of the sum of R10,000,000.00 (Ten million Rand) to Newco within 15 (fifteen) days of Newco opening its bank account; and
 - (b) Gavin shall make payment of the guaranteed minimum sum of between R5,000,000.00 (Five million rand) and R10,000,000.00 (Ten million Rand) to Newco each year for a period of 5 (five) years reckoned from 1 April 2019.
- 6.5 Post the payment of the funding obligation as set out above in clause 6.4, any future financial requirements of Newco shall be determined by the board of Newco.
- (a) Newco shall use its reasonable commercial endeavours to procure that the future financial requirements of Newco are met as far as is practical from:
 - (i) Newco's own resources; or
 - (ii) borrowings from banks or other investor sources on commercial terms reasonably obtainable as to interest, repayment and security (all such terms to be approved by the Newco board and shareholders).

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

7. NOTICES AND DOMICILIA

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

- 7.2 For purposes of this Agreement, the Parties' respective addresses shall be:

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

E-mail: gavin.watson@africanglobal.world

Attention: Gavin Joseph Watson; and

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

E-mail: angelo@angeloagrizzi.com

Attention: Angelo Agrizzi;

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

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

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

unless the contrary is proved.

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

8. CO-OPERATION AND GOOD FAITH

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

- 8.2 The Parties undertake to act in the utmost good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realisation of the objectives of this Agreement.
- 8.3 Neither Party shall do, allow to be done or cause to be done, anything which does or may impugn the good name and reputation of the other Party.
- 8.4 The terms of this agreement shall be kept strictly confidential between the Parties and the Oversight Committee.

9. BREACH

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

10. ARBITRATION

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

11. INDEPENDENT ADVICE

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

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

12. GOVERNING LAW

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

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13. WHOLE AGREEMENT, NO AMENDMENT

- 13.1 This Agreement constitutes the whole agreement between the Parties relating to the subject matter hereof and supersedes any other discussions, agreements and/or understandings regarding the subject matter hereof.
- 13.2 No addition to, novation, amendment or consensual cancellation of this Agreement or any provision or term hereof or of any agreement, bill of exchange or other document issued or executed pursuant to or in terms of this Agreement and no settlement of any disputes arising under this Agreement and no extension of time, waiver or relaxation or suspension of or agreement not to enforce or to suspend or postpone the enforcement of any of the provisions or terms of this Agreement or of any agreement, bill of exchange or other document issued pursuant to or in terms of this Agreement shall be binding unless recorded in a written document signed by the Parties (or in the case of an extension of time, waiver or relaxation or suspension, signed by the Party granting such extension, waiver or relaxation). Any such extension, waiver or relaxation or suspension which is so given or made shall be strictly construed as relating strictly to the matter in respect whereof it was made or given.
- 13.3 No oral *pactum de non petendo* shall be of any force or effect.
- 13.4 No extension of time or waiver or relaxation of any of the provisions or terms of this Agreement or any agreement, bill of exchange or other document issued or executed pursuant to or in terms of this Agreement, shall operate neither as an estoppel against any Party in respect of its rights under this Agreement, nor so as to preclude such Party (save as to any extension, waiver or relaxation actually given) thereafter from exercising its rights strictly in accordance with this Agreement.
- 13.5 To the extent permissible by law no Party shall be bound by any express or implied or tacit term, representation, warranty, promise or the like not recorded herein, whether it induced a Party to enter into the Agreement and/or whether it was negligent or not.

14. NO CESSION OR ASSIGNMENT

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

15. STIPULATIO ALTERI

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

16. COSTS

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

17. SEVERANCE

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

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

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

18. SIGNATURE

- 18.1 This Agreement is signed by the Parties on the dates and at the places indicated below.
- 18.2 Any reference to "signed", "signing" or "signature" of this Agreement shall, notwithstanding anything to the contrary in this Agreement, be read and construed as excluding any form of electronic signature.
- 18.3 This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Agreement as at the Signature Date of the Party last signing one of the counterparts.
- 18.4 This Agreement shall be valid and binding upon the Parties thereto, notwithstanding that one or more of the Parties may sign a facsimile or email copy thereof and whether or not such facsimile or email copy contains the signature of any other Party.
- 18.5 The Parties record that it is not required for this Agreement to be valid and enforceable that a Party shall initial the pages of this Agreement and/or have its signature of this Agreement verified by a witness.
- 18.6 The persons signing this Agreement in a representative capacity warrant their authority to do so.

Dated at _____ this 25th day of August 2018.

Witness

Gavin Joseph Watson

Dated at _____ this 25th day of August 2018.

Witness

Angelo Agrizzi

M.R. 