



# **EXHIBIT T 33**

**KEVIN PETER EDWIN  
WAKEFORD**



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

2<sup>nd</sup> floor, Hillside House  
17 Empire Road,  
Parktown  
Johannesburg  
2193  
Tel: (010) 214 to 0651  
Email: [inquiries@sastatecapture.org.za](mailto:inquiries@sastatecapture.org.za)  
Website: [www.sastatecapture.org.za](http://www.sastatecapture.org.za)

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2.	Extract of transcripts of Day 41 – 28 January 2019 – Agrizzi	4	596 to 606	594 to 604
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4.	Affidavit of Engelbrecht, C dated 13 August 2020	4	619 to 685	617 to 683
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	13.5 Covering letter and submissions with annexures of Messrs MacRobert on behalf of the liquidators of AGO	4(b)	1606 to 1607	1604 to 1605
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**SEQ 2/ 2019**

2<sup>nd</sup> floor, Hillside House  
17 Empire Road,  
Parktown  
Johannesburg  
2193

Tel: (010) 214-0651  
Email:

[inquiries@sastatecapture.org.za](mailto:inquiries@sastatecapture.org.za)

Website:

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

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**KEVIN WAKEFORD**

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

**HELD AT PARKTOWN, JOHANNESBURG**

In the application of: -  
**KEVIN WAKEFORD**

Implicated person / applicant

In re the evidence of: -

**ANGELO AGRIZZI**  
**FRANS HENDRIK STEYN VORSTER**

Evidence giver  
Evidence giver

---

**NOTICE OF MOTION**

---

**BE PLEASED TO TAKE NOTICE** that the applicant herein, Mr Kevin Wakeford, does hereby make application to the Chairperson of the Commission for an order in the following terms: -

1. Condoning the applicant's non-compliance with the timeframes provided for in the rules governing the Commission's proceedings in relation to the orders set out below and to the extent necessary extending such timeframes.
2. Granting the applicant in terms of rule 3.3.6, read together with rules 3.4, 3.5, 3.6, 3.7 and 3.8, leave to give oral evidence and to cross-examine the witnesses who have given evidence and implicated the applicant, namely one Angelo

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Agrizzi and one Frans Hendrik Steyn Vorster, on such terms and conditions as the Commissioner may deem appropriate.

3. Granting the applicant leave in terms of rule 3.9 to make written and oral submissions on the findings or conclusions that the Chairperson ought to make on the evidence placed before the Commission that relates to him.

**TAKE NOTICE FURTHER** that the applicant has appointed Maphalla Mokate Conradie Incorporated as his legal representatives and their address at Suite 1, Peak House, 453 Winifred Yell Street, Garsfontein, Pretoria, at which address he will receive all necessary process otherwise not communicated by e-mail.

**TAKE NOTICE FURTHER** that the applicant will rely on his affidavit/statement together with annexures thereto, delivered together with this Notice of Motion.

**KINDLY** ensure that the original hereof is delivered to the Chairperson and a copy to the Commission's legal team.

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DATED at PRETORIA on this the 25<sup>th</sup> day of FEBRUARY 2019.

**MAPHALLA MOKATE CONRADIE INC**

(Formerly Motla Conradie)

APPLICANT'S LEGAL REPRESENTATIVES

453 WINIFRED YELL STREET

GARSFONTEIN, PRETORIA

P O BOX 4665, PRETORIA, 0001

DOCEX 268, PRETORIA

TEL: (012) 369-6200

FAX: (012) 348-4096

E-MAIL: MS TERESA CONRADIE

[teresac@motcon.co.za](mailto:teresac@motcon.co.za)

MS CRYSTAL MAPHALLA

[crystal@motcon.co.za](mailto:crystal@motcon.co.za)

TO: **THE SECRETARY OF THE COMMISSION**

c/o MABUNDA INCORPORATED

2 PROTEA ROAD

cnr RILEY ROAD

BEDFORDVIEW, 2008

P O BOX 61238

MARSHALLTOWN, 2107

DOCEX 424, JOHANNESBURG

TEL: (011) 450-2284 / 1641

FAX: (011) 450-1566

E-MAIL: [info@mabundainc.co.za](mailto:info@mabundainc.co.za)



*[Handwritten signature]*

14:17

AND

TO: **ANGELO AGRIZZI**

c/o WEIS ATTORNEYS

MR D WITZ

CELL: 082-322-3100

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AND  
TO: **FRANS HENDRIK STEYN VORSTER**  
**KRUGERSDORP**



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

**HELD AT PARKTOWN, JOHANNESBURG**

In re the application of: -

**KEVIN WAKEFORD**

Applicant/Implicated person

In re the evidence of: -

**ANGELO AGRIZZI**

Evidence giver

**FRANS HENDRIK STEYN VORSTER**

Evidence giver

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**AFFIDAVIT/STATEMENT**

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*K.w.*  
*JK*

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I, the undersigned,

**KEVIN PETER EDWIN WAKEFORD**

do hereby make oath and state that: -

**A. DEPONENT**

- 1. I am the applicant herein. I am an adult male who's full and further necessary details are dealt with herein below.
- 2. The facts and allegations herein contained are within my personal knowledge, save as stated or appears otherwise, and are to the best of my belief both true and correct.

**B. PROLOGUE**

- 3. I am represented herein by Attorneys Maphalia Mokate Conradie Incorporated of the details set out in my notice of motion.
- 4. As appears from the heading two witnesses namely Angelo Agrizzi ("Agrizzi")

*K. W. Wakeford*

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and Frans Hendrik Steyn Vorster ("Vorster") have been cited in this application pursuant to Commission rule 11.4.

5. In their statements made to the Commission and to a far lesser degree in their oral evidence presented to the Commission, these witnesses have purported to implicate me in the business of the Commission in its investigation into the affairs of Bosasa (Pty) Ltd now known as African Global Operations (Pty) Ltd ("Bosasa"), Gavin Watson ("Watson") and others.
6. Accordingly and as appears from my notice of motion, this is an application in terms of rule 3.3.6 read together with rules 3.4, 3.6, 3.7 and 3.8, of the Commission for leave to give evidence before the Commissioner and to cross-examine the two witnesses.
7. I have not been able to submit this application to the secretary of the Commission within 14 calendar days from the date of the one Rule 3.3 notice I did receive, for the reasons set out below and seek condonation for being approximately 6 days late.
8. Set out below under the heading Condonation, I deal with how I came to be aware that I would be implicated in the evidence of these two witnesses. It was not by way of notice in terms of Rule 3.3.
9. Where I rely on statements made by others and information contained in documents, I do so in the reasonable belief that same are true and correct.

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10. All legal submissions made by me are done on the advice of my legal representatives.
11. I submit that Agrizzi's *modus operandi* is to deceive the Commission by infusing falsity into partial truth and to then rely on direct and implied false allegations.
12. I have sought to take the Commission into my confidence and have gone further than necessary for me to deal with the allegations made against me. I have done so in the belief that notwithstanding that I am a victim of malice and deception and that the allegations are vague and unsubstantiated, I nonetheless have a moral responsibility to myself and my family to explain what I am able to and to disclose everything relevant for further investigation in all the circumstances.
13. In this affidavit I proceed to first make a clear and unequivocal denial, then I deal with the prayer in my notice of motion for condonation where after I proceed under the various headings set out in the Table of Contents above to make out my application for the relief prayed, to demonstrate that Agrizzi and Vorster's evidence is not reliable, is challenged, violates my constitutional and related rights and demands testing of the truth thereof.

**C. DENIAL**

14. I have read and considered the portions of the statement apparently deposed to by Agrizzi (I have never seen a signed copy), as well as the affidavit of Vorster.



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I have also listened to and considered their oral evidence. In both instances the witnesses make reckless, vague, disjointed and unsubstantiated allegations.

15. The parts of these witnesses' statements disputed and denied and the grounds upon which those parts are disputed and denied are dealt with below as is required by rule 3.4.
16. I unequivocally deny the allegations made by the witnesses implicating me in corrupt, fraudulent, unlawful or wrongful conduct in relation to Bosasa or at all. They are blatant and malicious calculated to deceive.

#### D. CONDONATION

17. On or about 20 January 2019, it came to my attention, through social media, that I had been implicated in alleged corrupt activities concerning Bosasa in Agrizzi's statement before the Commission.
18. I immediately contacted my attorney and arranged an urgent consultation.
19. My attorneys addressed a letter to the secretariat of the Commission on 20 January 2019 alerting the Commission's legal team to the non-compliance with Rule 3.3.
20. My attorneys sat in the Commission on my behalf from Monday 21 January 2019 until 28 January 2019 when Agrizzi's evidence implicating me was finally

K. u. J.

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reached.

21. Regarding Vorster's evidence, Agrizzi testified that Vorster would testify further in relation to certain of his evidence relating to me. However I was never advised in terms of Rule 3.3.3 of the date when Vorster would give evidence. Accordingly my attorneys were not in attendance for Vorster's evidence on 30 January 2019. However my attorneys did in the interim call for Vorster's affidavit as set out below.
22. On 22 January 2019, my attorneys received a letter from Mabunda Inc. (the attorneys of record for the Commission) containing a defective Notice in terms of Rule 3.3. in respect of Agrizzi's evidence. My legal representatives immediately alerted the Commission to the error and an amended Rule 3.3 Notice was emailed to my attorney on Wednesday 23 January 2019.
23. On 25 January 2019, my attorney addressed a letter to Mabunda Inc. requesting *inter alia* a copy of Vorster's affidavit.
24. On 30 January 2019, my attorney received a response from Mabunda Inc. informing us *inter alia* that Vorster was currently testifying at the Commission, and on 6 February 2019, I was furnished with a copy of Vorster's affidavit per email from Mabunda Inc.
25. On 7 February 2019 my attorney addressed a letter to Mabunda Inc. informing the Commission that I intended making application to the Commission in terms

K.W. - [Signature]

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of Rule 3.3.6 in relation to Agrizzi. It was also pointed out that I had not been furnished with a Rule 3.3 Notice in respect of Vorster but had nonetheless been implicated in the live testimony of Vorster, and intended making application in terms of Rule 3.3.6 in respect of Vorster too. In the same letter my attorney requested an extension to submit a statement in respect of both Agrizzi and Vorster to the Commission.

26. It has been a mammoth task to prepare my statement having regard to documents, records and bank statements dating as far back as 10 years.
27. As appears above, I immediately upon learning of my being implicated took special leave to commence assembling my evidence and defence. I took a total of three weeks special leave. I had to reacquaint myself with relevant documentation in my personal archives in addition to identifying other sources for records and information. This included banking and accounting records and Bosasa records where possible.
28. My business banker informed me that the bank keeps historical records for a period of 5 years only. However, through the assistance of Bizdirect at Standard bank I was able to obtain bank statements for the last 10 years. The historical bank statements were only sent to me via email on 20 February 2019.
29. It is also important to note that my accountant, during the period to which the false allegations relate, passed away during 2015. This made it even more

L. W. J.

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difficult to obtain records and documentation.

30. I then procured the services of an independent accountant, namely FullServe Chartered Accountants, who only sent the information required by my attorneys to finalise my statement to me on 25 February 2019.
31. My attorney wrote to Bosasa which provided the WG Wearne and RTC records.
32. As a result of the aforementioned, my attorneys and counsel have only been available to finalise my affidavit on 25 February 2019.
33. I submit that my explanation for the time lapse and noncompliance with Rule 3.4 is fully and frankly explained. I have not purposefully delayed submission of my application and statement.
34. The effective delay ought with respect to be measured from the time I received a copy of Vorster's affidavit on 6 February 2019. 14 calendar days from 6 February was 20 February 2019. That means my application and statement is submitted to the secretary approximately 6 days out of time which I submit in all of the circumstances is not material or prejudicial to the Commission, the witnesses or the interests of justice. On the contrary I submit with respect that the interests of justice dictate that the submission of my application out of time be condoned.
35. I respectfully submit that I have at all times intended to cooperate and have as

K. a. J.

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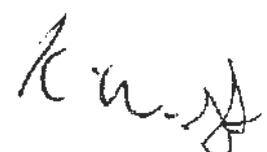
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far as possible cooperated with the Commission and conducted myself within its rules and directives.

36. Lastly I submit that what is set out below challenges and refutes the evidence of the two witnesses. I submit with respect that at the very least my statement shows real prospects that the witness's testimony is not reliable and falls to be rejected. Furthermore my application lays a proper basis for leave to be granted to me to cross examine the two witnesses.
37. Wherefore I pray that condonation be granted as prayed in my Notice of Motion.

#### E. MEDIA

38. I have authorised three media releases since I learned of the allegations against me, namely that released on or about 23 January 2019 a copy of which is annexed marked "KW1", that released on or about Monday 28 January 2019 a copy of which is annexed marked "KW2" and that released by Armscor on 15 February 2019 a copy of which is annexed marked "KW3".
39. The purpose of the first two media releases was a necessary response to requests from the media to comment, and to commit myself at the earliest opportunity to defend my name and reputation and to submit myself to the scrutiny of the Commission. The purpose of the third media statement was for the benefit of Armscor and the defence sector.



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40. I submit that notwithstanding the leaking of Agrizzi's statement to the media and my own need to defend myself in the court of public opinion, I have refrained from doing so, save to deny the allegations and for the content of the media releases.

F. INTRODUCTION

41. Since 1 May 2015 I have served as the Chief Executive Officer of the Armaments Corporation of South Africa SOC Limited ("Armcor") at Pretoria.
42. Until 15 February 2019 I was serving out a six month notice period having resigned from Armcor on 30 October 2018.
43. On 15 February 2019 I stood down as CEO of Armcor - making myself available to Armcor during the remainder of my notice period ending 30 April 2019.
44. I wish to point out at this juncture that there have never been any dealings whatsoever between Armcor and Bosasa.
45. During my tenure as CEO, Armcor has remained a well governed institution. I believe my contribution to strategically repositioning Armcor over the last four years bares testimony to my integrity and ability. Over my tenure, three clean audits and one unqualified audit were achieved at Armcor. This speaks volumes in relation to good governance and an unwillingness to submit myself to

L. L.  
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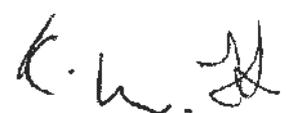
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self-interest and corruption.

46. At no stage during my employment at Armscor did Watson or Bosasa attempt to exploit their historical relationship with me. No contacts exist between Armscor and Bosasa.
47. Agrizzi however did attempt to exploit my position at Armscor. After I had been appointed as the CEO of Armscor, Agrizzi's son Giancarlo Agrizzi, requested a meeting with me on 10 September 2015 which was then cancelled. I refer to annexure "KW4". Agrizzi informed me thereafter that his son, who was still a university student at WITS, wanted to advise Armscor and the Department of Defence on defence and security policy. After I was made aware of the intention of the meeting, I refused all further requests from Agrizzi or his son to meet with me, given the inappropriateness of the request.
48. In regard to why Agrizzi would want to implicate me in the alleged corruption at Bosasa, I am of the firm conviction that he wants me destroyed due to my historical relationship with the Watson family, and because I dared to question his character and value system from the onset.
49. In Petrus Venter's affidavit prepared in May 2018, and revealed on Carte Blanche on 03 February 2019, Venter revealed Agrizzi's plan to destroy Watson and Bosasa. I refer to Petrus Venter's affidavit and the master plan attached thereto, which are attached hereto marked "KW5" and "KW6" respectively.



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50. I believe the commission should investigate this "*plan*" so as to properly understand Agrizzi and Vorster's motivation behind their testimonies.
51. Annexed hereto marked "KW7" is an abridged version of my *curriculum vitae* which includes all relevant personal information.
52. I wish to highlight the following. I was a founding member of the Coega Industrial Zone and Deep Water Port my tenure during the period 1995 to 1998 as the CEO of the Port Elizabeth Regional Chamber of Commerce and Industry ("PERCCI"). During the period 1999 to 2002 I was the CEO of the South African Chamber of Business ("SACOB") during which I blew the whistle regarding the manipulation of the South African Rand which led to the so called "Rand Commission of Enquiry" under then Judge President John Myburgh. During this period I was also awarded a professorship extra *ordinaire* by the Port Elizabeth Technikon now the Nelson Mandela Metropolitan University ("NMMU"). Subsequently other positions included: economic advisor to the Premier of the Eastern Cape Province and special turnaround advisor to the Minister of Home Affairs. I have served on numerous boards of Directors including those of listed companies.
53. I submit with respect that I have a reputation for not being self-serving. I demonstrate this as follows. After my testimony at the Rand Commission as a whistle-blower it was the view of the business community at large, as articulated by FNB economist Cees Bruggemans, that I had made myself unemployable.

K. L. J.

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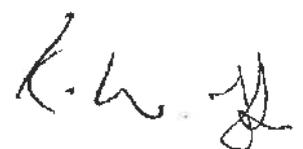
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This was the case even though I had robustly resisted corruption and market delinquency and was entirely vindicated. I always knew this could be a consequence.

54. I verily believe that I have a good name and an untarnished reputation of honesty and integrity in South African society. My reputation has been unnecessarily and maliciously impugned. If I am not given an opportunity to defend myself against the allegations made, I will suffer irreparably damage. The impact of what are with respect malicious and fabricated allegations has been severely prejudicial to me and will continue to be so for many years to come.
55. It goes without saying that I have no choice but to defend my good name and reputation and to mitigate the prejudice to me and my family (also my 86 year old mother) and to demonstrate that the allegations are false and cannot be relied on.

#### **G. DISPUTED ALLEGATIONS**

56. The disputed allegations are found firstly in the affidavits of the witnesses and secondly in a small part of their oral evidence before the Commission. By dealing with the relevant parts of the affidavits I also deal with their oral evidence.
57. The relevant parts from the affidavits are as follows: -



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Affidavit of Agrizzi: -

57.1. Paragraph 43 under the heading "*Kevin Wakeford and George Papadakis*": -

"43.

- 43.1 *Kevin Wakeford is a long-standing friend of Gavin Watson.*
- 43.2 *At one stage Bosasa was encountering constant audits by the South African Revenue Services (SARS). Kevin Wakeford would often be consulted by Gavin Watson on issues that Bosasa was facing. Kevin Wakeford would be paid a monthly fee for services provided.*
- 43.3 *On various occasions Kevin Wakeford would offer advice with regard to how Bosasa should respond to the media attacks.*
- 43.4 *Kevin Wakeford approached Gavin Watson whilst we were undergoing a major SARS investigation. Kevin Wakeford told us that George Papadakis could resolve all the issues at SARS. Bosasa entered into an agreement with Kevin Wakeford to pay him the amount of R100 000.00 per month as a fee for providing services in relation to the SARS investigation.*

*K. W. J.*

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43.5 *Kevin Wakeford had made an arrangement with Gavin Watson that Bosasa would provide both wet and dry cement to a property in Meyersdal which was owned by George Papadakis. Frans Vorster would receive orders on a weekly basis in this regard and often complained to me of the wastage of costs. Some of the relevant delivery records are available.*

*(sic)*

57.2. Paragraph 44 under the heading "*Department of Home Affairs – Lindela renegotiations*": -

*\*44.*

44.1 *The Lindela Repatriation Centre is a facility owned by Bosasa Properties (Pty) Ltd, a subsidiary of Bosasa. Lindela is managed by Bosasa. It is a facility for the detention and repatriation of undocumented migrants. This takes place on the authority of the Department of Home Affairs (DHA). The tender for the management of Lindela were granted by DHA to Leading Prospect Trading (Pty) Ltd, another subsidiary of Bosasa.*

44.2 *At the time the Lindela contract was under review by the DHA. It employed Fever Tree Consulting for this purpose.*

*L. W. J.*

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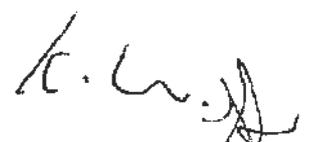
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*The person appointed by Fever Tree Consulting to conduct the review was Aneel Rahadkhrishna. Aneel Rahadkhrishna conducted negotiations with me to reduce the contract price. The Minister responsible (Nosiviwe Mapisa-Nqakula) had instructed the DHA to reduce costs at Lindela.*

*44.3 DHA wanted a review of the minimum-fee clause of the Lindela contract. Gavin Watson was concerned that it would affect the profits. Gavin Watson called a meeting with myself and Kevin Wakeford. It was decided that Aneel Rahadkhrishna would be 'managed'. Gavin Watson, Kevin Wakeford and Aneel Rahadkhrishna agreed on a deal. I was informed later by Rahadkhrishna that payment of an amount of R7,000,000.00 to him was discussed. The payment to Rahadkhrishna was intended to facilitate a renegotiation and extension of the contract that would benefit Bosasa.*

*44.4 The outcome was that the contract was extended for a further five years without the need for further tender processes and treasury approval. The price was reduced by R860,000.00 per month. However more favourable contract terms were included in the contract. The annual gross*



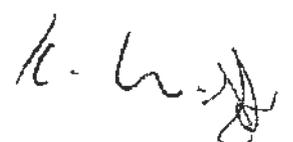
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value to Bosasa was in the region of R93 600 000.00.

- 44.5 At a stage I confronted Gavin Watson as Rahadkhrishna was annoyed that he had extended the contract period and he yet no payments were forthcoming to him as apparently promised. My concern then was that I could not understand why an agreement to pay Rahadkhrishna had been reached in the light of the reduction in the price of the contract amounting to R860 000 per month. I note that at this stage I had not yet examined the extended contract in detail.
- 44.6 Kevin Wakeford explained the benefits of the extended contract to Bosasa to me. An important benefit was that opposition to the contract on the part of opposition political parties and SCOPA had been mitigated.
- 44.7 Watson Watson's instruction was very clear. He said that Bosasa was not in a position to transfer a lump sum to Rahadkhrishna but would make a monthly retainer payment on production of an invoice.
- 44.8 Rahadkhrishna was not happy. He started putting in invoices in the name of a 'Wine Merchant Company' in Cape Town. I cannot recall the name or the exact details of the invoices. I think it was about R75 000.00 per month that



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*was invoiced. The payments were effected by Carlos Bonifacio.*

*44.9 I stopped the invoicing from Aneel Rahadkrishna in 2015. The Bosasa group of companies was under severe scrutiny. I offered to help Rahadkrishna with branding and marketing resources for his company "Akhile". I used this as an excuse for not making further payments to him. I told him payments would resume when the heat was off. I arranged that the internal design team of Bosasa to provide him services at no charge to re-brand his company and to design and create websites. Gavin Watson was informed."  
(sic)*

Affidavit of Vorster: -

57.3. Paragraphs 29 and 30 under the heading "Lindela": -

*"29. During 2008 I was introduced to Kevin Wakeford. He was always visiting Gavin Watson and he visited Head office often. During late 2009 Gavin Watson called me in and said that Kevin will speak to me and instructed me to him with the buying and delivering of wet and dry cement.*

*30. Kevin Wakeford came to me in my office at procurement.*

*K. W.*

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*He provided me with an address for delivery, at the Meyer Park Eco Estate in Meyerton. Kevin will also phone me with the amounts of cement that he would need. During the year we ordered wet cement from WG Weame in Randfontein. This was to be paid before delivery took place. The dry cement was ordered from Randfontein Trading Centre where we had an account. I ordered truckloads full of dry cement that was delivered to Meyer Park Eco Estate. The value of wet and dry cement was just over R600 000.00. I understood that the person has assisted Bosasa with their SARS matter."*

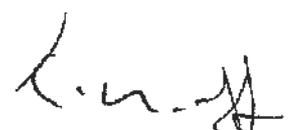
*(sic)*

#### **H. AD AGRIZZI'S AFFIDAVIT AND ORAL EVIDENCE**

58. I proceed to deal *ad seriatim* with the above parts of Agrizzi's affidavit, the commissioned version of which I have never seen, but I accept that what is set out in the commission's letter to me received on Wednesday 24 January 2019 is taken from his commissioned version thereof.

#### **I. AD PARAGRAPH 43: THE WATSON FAMILY**

59. It is important for me to give perspective of my relationship with the Watson family in light of the allegations made against me personally, as I believe it will



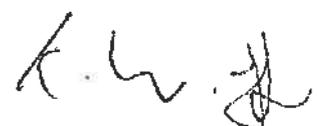
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provide a balanced understanding and more reasonable context.

60. My primary relationships are with Ronnie and Valence Watson.
61. My first knowledge of the family was through watching Cheeky Watson play rugby in my youth. Cheeky and the Watson brothers attended Graeme College, the same school I attended, and had represented the Junior Springboks in 1976.
62. Cheeky Watson removed himself from selection for the proposed and aborted Springbok Tour of France in 1977 in order to play non-racial rugby with his brothers in the townships of South Africa.
63. Given the Watson brothers' Christian background, well-known activist Mono Badela had requested them to join the non-racial rugby movement. Soon thereafter Chris Hani recruited the brothers into the underground of the ANC.
64. I met the Watson family in the mid 1980's as a student at the University of Port Elizabeth (now NMMU). I was recruited by the Institute for a Democratic Alternative for South Africa (IDASA), which the Watsons had helped generate ANC underground support for in the region. It was during this period that I was recruited by the Watson's into the ANC underground structures.
65. The Watson's were always opposed to multi-racialism, and promoted non-racialism. This is the Watson value system I know and understand, and with this perspective I consulted to Bosasa.



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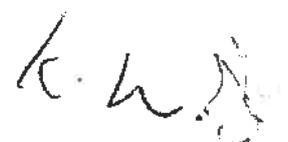
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**J. AD AGRIZZI'S PARAGRAPHS 43.2 AND 43.3**

66. These two paragraphs contain factually correct statements but are used to mislead by what follows. I give the following context in relation to my relationships with Bosasa and Agrizzi himself.

**K. MY RELATIONSHIP WITH BOSASA**

67. During the third quarter of 2006, I applied for an appointment as the Economic Adviser to the Premier of the Eastern Cape Province but I experienced a debilitating delay by the Department of Public Service Administration (DPSA) at a national level. In these circumstances I had to look for consultancy work in my broader network.
68. Valence Watson informed me that he believed that his brother Gavin Watson and the Bosasa group could benefit from my expertise. The expertise I possessed then and now include the ability to analyse the broader political economy nationally and internationally and to analyse ongoing strengths, weaknesses, opportunities and threats in the business context.
69. Pursuant to discussions with Bosasa and Watson, I was made an oral offer of a retainer of R50 000.00 plus Vat per month to provide on-going consulting services, which I accepted but through my consultancy Wakeford Investment Enterprises CC ("Wakeford CC").



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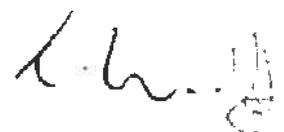
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70. In and about late 2006 my appointment came through as Economic Adviser to the Premier of the Eastern Cape Province. I disclosed my involvement to both parties and split my work time accordingly.
71. I was always impressed with Bosasa as an organisation in terms of its: accreditations, balance score cards (showing level and depth of economic transformation), broad based black economic empowerment (BBBEE) credentials, staff discipline, work ethos, staff countenance and morale. Bosasa's market advantage was that it was a truly transformed and competitive organisation. It was majority: black owned, black managed and black staffed. I was proud to be a part of it. I had no idea of Agrizzi's self-confessed "fifth column of economic cannibalism" (system within a system) and Watson's alleged corrupt activities. When the rumours regarding the SIU report started, management denied them with confidence given the above track record and the highly competitive nature of the services sector Bosasa operated in.
72. I terminated the consultancy agreement with Bosasa in April 2015 before I commenced as CEO of Armscor.

#### L. MY RELATIONSHIP WITH AGRIZZI

73. My relationship with Agrizzi was tenuous and unproductive from the very start. My appointment had been suggested by Watson directly, due to his personal experience with me, which I believe angered Agrizzi as he saw anyone who had



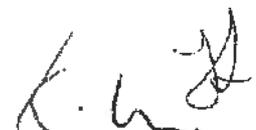
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a direct relationship with Watson as a threat to Agrizzi's own relationship with Watson and control of the business.

74. Sometime after meeting Agrizzi I expressed to Watson my concerns about Agrizzi's character and attitude. Bosasa was a growing Black Economic Empowerment business which could become a benchmark for how black economic empowerment principles could be successfully implemented. Agrizzi on the other hand appeared to view economic inclusion and Afrocentricity as a burden rather than a necessity.
75. For example during my tenure as a consultant to Bosasa, I spoke at a staff conference, at the Silver Star Casino Conference Centre, on good governance and my experiences at the Rand Commission. After my presentation Agrizzi made a snide remark about how I was naïve and far too idealistic about African leadership. I perceived him to be a racist with no confidence in black management or leadership.
76. My belief at the time was subsequently confirmed. During 2018 City Press published a sound clip on their website of a 23 minute recording of Agrizzi made on 24 August 2018. Parts hereof were played during Agrizzi's evidence before the commission.
77. In the recording Agrizzi says about black men, that they "*steal, they loot, they rape, they destroy*", confirming Agrizzi's view of the black community in general.



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78. Agrizzi then referenced a friend of his, saying that he was *"not a racist, he's a realist"* for his view on black economic empowerment, that he would not *"let a bloody k\*\*\*\*\* run"* his business. This confirmed Agrizzi's own view on black economic empowerment.
79. This is in stark contrast to what Agrizzi said at the commission, where Agrizzi said that *"the country was changing for the better, and we saw that BEE credentials played a major role"*.
80. Given my views on Agrizzi, and our consequently antagonistic relationship, Agrizzi went about marginalising me in terms of the company's activities. Agrizzi established himself as the *de facto* CEO of Bosasa by approximately 2008. He demanded that all requests and communications go through himself personally, whereas when I had commenced my consultancy with Bosasa in late 2006 my interactions had been with Watson directly.
81. It was evident that Agrizzi had an unhealthy obsession with Watson, and he was a remarkable gate-keeper of Watson, the *de jure* CEO. This is demonstrated in the sound clip where Agrizzi says that he holds no animosity towards Watson and that he loved Watson like his own father, while speaking to *inter alia* Watson's children.
82. After the aforesaid, Agrizzi went on to say that what would *"make (him) even happier now"* is if they *"take the whip"* to the black directors of Bosasa and fire



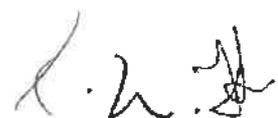
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them". Agrizzi was stating that the black directors were irrelevant and an unnecessary cost.

83. Agrizzi informed me that he himself controlled Watson's email account, and I may as well email Agrizzi directly. Agrizzi insisted that he also attend meetings Watson went to.
84. Effectively he built a moat of institutional control around Watson's activities. As Chief of Operations, Watson empowered Agrizzi with operational autonomy and control over Bosasa's activities. My attendance at meetings and my visits to the Bosasa head office became limited given that Agrizzi demanded all interactions had to be with himself personally, and I did not have a good working relationship with him.
85. I was excluded from meetings I previously would have been asked to attend, and I was rarely requested to assist with projects that previously I would have added strategic and technical input into. I ended up meeting Watson and the black management and directors off-site over dinner or breakfast, and at my office when my advice was required. This was done to avoid conflict with Agrizzi.
86. In the result my involvement in Bosasa affairs was very limited from approximately mid 2008 onwards. In fact I never increased my consultancy fee during the entire eight and a half years of tenure as I was involved less and less from approximately mid-2008 and my contributions were infrequently called for.



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87. In retrospect I realise that Watson made no attempt to insist on my involvement.
88. I became aware of ongoing tensions between Agrizzi and the directorate of Bosasa, all of whom were black South Africans, with the exception of Watson. I believe the directorate had grown weary of Agrizzi's lack of accountability, and continued indifference to the authority of the board. Agrizzi would on occasion express that the board did not have the knowledge and understanding that he personally had of the industries in which Bosasa operated, and as such his views should not be questioned.
89. Although I had no evidence at the time, I believed that this was merely Agrizzi's attempt to disguise the fact that he despised falling under the authority of a black directorate. My views were confirmed, in the same recording made of Agrizzi mentioned above, where Agrizzi said in reference to the black directorate, that *"those k\*\*\*\*\*s have done nothing for (Watson Watson)"* as well as the words *"I see the board as dysfunctional"*. He then said, *"I will personally go into that company, with or without permission, and I will f\*\*\* each of those k\*\*\*\*\*s out there"* and *"that k\*\*\*\*\* just needs a good hiding"*.
90. His personality and character traits never adjusted to the vision that Bosasa as an organisation aspired to, one of empowerment and inclusivity.
91. Lastly I state that Agrizzi would at times deliberately delay the payment of my consultancy fee, or not pay me at all, forcing me to have to play catch up later. If

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was only in those circumstances that my close corporation would receive R100 000.00. I specifically deny that I was ever paid anything other than my consultancy fee of R50 000.00 except for a few instances of extra time reasonably billed and reimbursements of expenses such as subsistence and travel incurred on Bosasa's behalf.

**M. AD AGRIZZI'S PARAGRAPHS 43.4 AND 43.5**

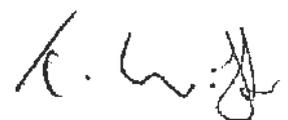
92. The content of these paragraphs is a blatant fabrication and denied in its entirety.

**N. AD AGRIZZI'S PARAGRAPH 43.4**

93. The allegations made by Agrizzi in paragraph 43.4 of his affidavit to the commission are false. No such meeting ever took place with myself, Watson and Agrizzi, and I deny ever saying to any party whether within Bosasa or otherwise that George Papadakis could resolve issues at SARS.

94. No agreement for the provision of services in relation to SARS investigations between myself and Bosasa ever existed. No agreement between myself and Bosasa for R100 000.00 per month ever existed either.

95. At no stage was I ever paid R100 000.00 per month whether to assist with SARS investigations or at all. This can be confirmed by my financial records which I tender upon request as annexing same would make this statement



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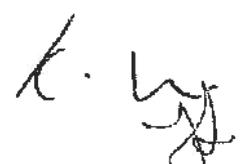
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unnecessarily prolix. I refer to a letter annexed marked "KW8" from an independent accounting firm FullServe Chartered Accountants which I recently appointed to analyse three different sources: namely 1. my CC's bank statements going back to Early 2009 until termination of services in April 2015; 2. Bosasa's ledger of payments to my CC from 2007 until 2015; and 3. My invoices and ledger of receipts of payment during that period. The letter confirms *inter alia* that I received a monthly retainer of R50 000.00 plus Vat and on the few occasions when payments received exceeded R50 000.00 they either related to expenses incurred on Bosasa's behalf or arrears payments of my monthly retainer.

96. Regarding the allegations relating to SARS by Agrizzi and the period referred to by Vorster (late 2009 to late 2010), I have confirmed with Bosasa, that no Engagement (investigation or audit) from SARS with Bosasa was initiated during that period. Apparently the only Engagement letter Bosasa received from SARS during this period was on 18 August 2010, and the consequential information request sent by SARS is dated 23 March 2011 per annexure "KW9".

O. **AD AGRIZZI'S PARAGRAPH 43.5**

97. Save as set out below the allegations in respect of the cement herein are denied.



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**P. AD VORSTER'S AFFIDAVIT AND ORAL EVIDENCE**

98. At this juncture I turn to deal with Vorster's evidence which relates to the content of Agrizzi's paragraphs 43.4 and 43.5.

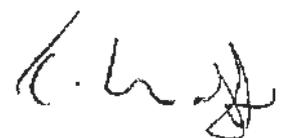
**Q. AD VORSTER'S PARAGRAPHS 29 AND 30**

99. As regards Vorster's allegation in paragraph 29, that in 2008 he was introduced to me by Watson, I state that I do not believe that I have ever met Vorster. I do believe I would have spoken to him telephonically.

100. In paragraph 30 of Vorster's affidavit, Vorster asserts that I went to see him in "*his office at procurement*", and that I provided him with a delivery address in Meyerton. I repeat that I have no recall of ever meeting Vorster.

101. Vorster testified that I requested him to order and deliver wet and dry cement in late 2009, and this continued "*over a period of a year*" until late 2010, for a person who had "*assisted Bosasa with their SARS matter*". He states similarly in his affidavit: "*I understood that the person has assisted Bosasa with their SARS matter.*" As pointed out above the only "SARS matter" I am aware of, came after the period to which Vorster referred. Further to what is set out above, I deny this.

102. According to Vorster's affidavit wet cement was ordered from WG Wearne in Randfontein, and the dry cement was ordered from Randfontein Trading Centre (RTC) to be delivered to a specific address at Meyer Park Eco Estate in



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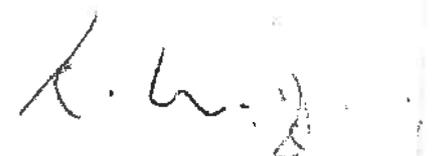
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Meyerton. I have obtained from Bosasa an extract from their accounting records of all purchases from WG Wearne and RTC for the period referred to by Vorster, being late 2009 to late 2010. These records obtained are annexed marked "KW10".

103. The records confirm that no purchases were made from WG Wearne post July 2009, and this was confirmed by Bosasa with WG Wearne directly as well.
104. As regards RTC, the records show that the total purchases by Bosasa from RTC over the period September 2009 to August 2010, were in the region of R63 000.00. These were total purchases of all materials by Bosasa from RTC for the entire group of companies. I refer to these RTC records annexed marked "KW11".
105. Vorster's allegation that R600 000.00 worth of cement was delivered from late 2009 until late 2010 from both WG Wearne and RTC, is directly refuted by the records and documents attached. Any orders for cement that may have been placed through Vorster, cannot be for the amounts as alleged by him.

**R. AD AGRIZZI'S PARARAGRAPH 44**

106. Once again Agrizzi infuses truth with falsity and fabricates allegations both direct and implied. Accordingly it is necessary for me to give context.
107. In 2007 the Home Affairs Turnaround Project ("Turnaround Project") was



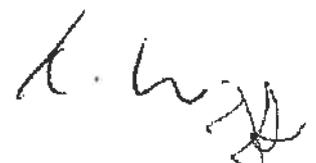
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implemented, involving large-scale restructuring of the Department of Home Affairs ("DHA" or the "Department"). FeverTree Consulting (Pty) Ltd ("FeverTree") was contracted by the Department to determine the scope of the Turnaround Project, and identified a comprehensive set of transformation projects for the Department, including reviewing and renegotiating existing contracts.

108. In early 2007 I was contacted by the Minister of Home Affairs who requested me to oversee the then envisaged Turnaround Project. This project was endorsed by Cabinet, given the ongoing crisis within the department.
109. Due to a lack of senior leadership, numerous suspensions within the department, a legacy of poor infrastructure and IT systems, as well as a poor governance environment, FeverTree, the local partner of AT Kearney was appointed. AT Kearney were highly regarded due to their previous success within the public sector in South Africa, and internationally through their successful execution of home affairs related projects in USA, Belgium, and the Netherlands.
110. I informed the Minister at the time that I was providing consulting services to the Premier of the Province as well as advising the Bosasa Group of Companies.
111. My appointment as Ministerial Turnaround Adviser was through Wakeford CC. This lasted for 2 years and ended the month before the 2009 General Elections.



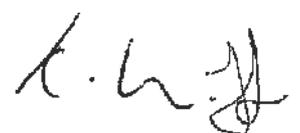
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As stated above I continued to consult to Bosasa and other clients in the private sector until April 2015.

112. During the Turnaround Project new and improved SLAs were negotiated with all key suppliers to the Department, including Sita, Telkom, SAPO, XPS/Skynet, Nthwese/Double Ring, GPW and Leading Prospects Trading CC (Lindela Repatriation Centre). Of these suppliers, only Nthwese/Double Ring and Lindela had contracts in place. All other contracts had expired or did not exist with DHA.
113. At all material times whether in relation to Bosasa or any of my clients, I was mindful of possible conflicts of interest and without exception made full disclosures and recused myself from any decisions involving or relating to my clients.
114. I was the Minister's turn around advisor and programme manager and indeed at the helm of the Turnaround Project, however I oversaw 55 mini projects and seven work streams but was monitoring performance of these against contracted deliverables. I was at no stage whatsoever involved in the Lindela contract review.
115. I never attended or took part in any meeting with Agrizzi and Watson concerning the renegotiation of the Lindela contract with the Department, FeverTree or Aneel Rahadkrishna ("Rahadkrishna"). I have also never been a part of any discussion where *"it was decided that Aneel Rahadkrishna could be 'managed'"*.



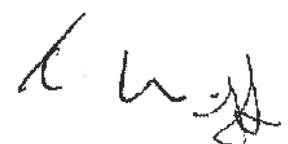
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I deny I would ever make a statement like that about someone in the context of fraud or corruption.

116. I have never been a party to any "deal" with Rahadkrishna that Agrizzi alludes to in his affidavit or at all. I have never been party to, nor am I aware of any discussion where a payment of R7 million to Rahadkrishna was discussed. I was never party to any discussion with Agrizzi where an extension of the Lindela contract was discussed.
117. Agrizzi would have met Rahadkrishna at the respective negotiation sessions between DHA and Bosasa. Rahadkrishna was merely part of that process as a support consultant to the DHA Team and he had no individual influence.
118. In reference to Agrizzi's assertions in para 44.4, as mentioned above I was not a party to any discussions around the Lindela contract, however the Report of the Accounting Officer in the 2007/2008 Annual Financial Statements of DHA, stipulated that negotiations around the Lindela contract were successfully concluded in January 2008, which resulted in direct savings of R7.7 million per annum to the Department.
119. As support consultant working with DHA officials Rahadkrishna was only one member of a team responsible for negotiating this saving.
120. The annualised savings amounted to R 7,68m per annum. Ironically it is rather close to the R7 000 000.00 Agrizzi alleges as a bribe.



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121. Further cost savings of R68m on the remainder of the Lindela contract were negotiated for the Department as detailed in the Annual Report of DHA for 2007/2008. Additional potential future cost savings of R112m were also negotiated as detailed in the Review of the Asset Valuation of the Lindela Contract. Further costs savings of R368m could be realised when the department reduced its availability requirements based on the revised deportation strategy to be implemented by the Department, which would reduce the facility requirement from the original 4 000 capacity requirement.
122. The Annual Report further highlights, that management reviewed the financial implications of the Lindela contract, and was satisfied that it met the Department's requirements, and that no fruitless and wasteful expenditure was being incurred as a result of the terms of the contract.
123. Furthermore, in addition to the cost of the contract decreasing immediately, if the contract was extended at the sole discretion of the Department, the cost would be further reduced by an additional R1.8m per month. The Department was given a CPIX adjustment holiday for 6 months, Bosasa would provide medical facilities at no additional cost to the Department, administration facilities would be upgraded at Bosasa's cost, the Department would have a right of first refusal to purchase the Lindela facility at market value, and Bosasa would improve their current levels of service. The contract review period was also extended from 3

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years to five years, and not the contract period by years as alleged by Agrizzi. This was all detailed in the Lindela contract review.

124. Further, the contract was in place between the Department and Bosasa at the time of review and 2 years had already lapsed and this did not require National Treasury approval as alleged by Agrizzi. The review provided that prior to the original 10 year lapsing, the Department could either review, cancel or extend the contract. This was at the discretion of the Department and not the Consultants as alleged by Agrizzi.
125. The effect of the negotiations and review was to bring the cost per capita to the Department down to only 35% of that of the cost per capita of similar services provided at Private Prisons and the Department of Social Services as addressed in the Lindela Negotiations Outcomes review. Agrizzi's allegations of corruption are preposterous.
126. Para 44.6 of his Agrizzi's affidavit is false. I at no time had any discussions with Agrizzi about the benefits of an extended Lindela contract, nor about the mitigation of opposition to the contract from opposition political parties and SCOPA. However, as detailed in the Report of the Accounting Officer, two SCOPA meetings were attended by the Department on 20 June 2007, and 20 February 2008 concerning the Lindela contract. On 20 June 2007 the Auditor General recommended that the contract be



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renegotiated, and this recommendation was made 6 months before negotiations commenced with Bosasa.

127. It is important to note that all FeverTree consultants operated at Home Affairs in a supportive capacity. They performed research and analysis followed by specific recommendations. All statutory powers remained vested in the Accounting Authority, being the Director General and his subordinates, in terms of the respective delegations of authority for the necessary approvals including procurement and contracting.
128. Significant outcomes from the Turnaround included; reduced turnaround times for identity documents from an average of 137 days to 44 days; reduced turnaround times for Passports from an average of 47 days to 23 days; an efficient new Customer Contact Centre answering 95% of calls in 20 seconds and resolving 90% of calls on first contact; and an annual saving of R80m realized in procurement.
129. Each payment for a deliverable achieved was signed off by 5 signatories before being submitted to the DHA responsibility manager, and thereafter the finance department for payment. This once again points to a rigorous governance process.



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**S. BRIEF SUBMISSIONS**

130. What I have set out above speaks for itself but I wish to make the following submissions.
131. I have denied all allegations implicating me in any wrongful, unlawful, corrupt or fraudulent conduct at all.
132. Neither Agrizzi nor Vorster have presented any evidence implicating me which that are able to properly prove or corroborate.
133. Each of the witnesses confess to being fraudulent and corrupt.
134. I respectfully believe that their attempts to implicate me are malicious and self-serving. In the case of Agrizzi he soon came to despise me for the reasons aforementioned. I believe his evidence is only intended to cause me reputational harm. In the case of Vorster I believe he is simply Agrizzi's sycophant or acolyte. His evidence in relation to me is clearly manipulated to suit Agrizzi's allegations.
135. I have disclosed my true relationship to Bosasa as a retained consultant at all material times.
136. My financial records refute the allegation that I was paid an agreed R100 000.00 per month for services to be rendered in relation to a SARS audit.

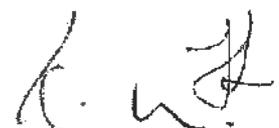
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137. In the Period late 2009 to late 2010, to which Vorster speaks (Agrizzi does not specify a period and defers to what Vorster says) the only Engagement by SARS of Bosasa was on 18 August 2010 i.e. at the end of the period, leaving no material nexus between the period relied on and any audit. It was only hereafter that the so called "constant audits" by SARS occurred.
138. The records I have managed to obtain in regard to Bosasa's cement purchases in the period referred to by the witnesses refute the monetary amounts and cement quantities alleged and there is no reliable evidence to even suggest the allegations put forward.
139. Regarding Lindela I have fully disclosed my role in the Home Affairs Turnaround Project. Neither RahadKrishna nor I had any influence or powers to do as Agrizzi alleges. On the contrary Home Affairs and the national *fiscus* were the clear winners on multiple levels while Bosasa was negotiated down to a cost effective and less lucrative basis.
140. The allegations by the witnesses do not pass muster and fall to be severely criticized with or without cross examination.
141. The allegations and my being implicated has placed my entire career and future participation in all spheres of South African society at risk. The prejudice to me is simply incalculable.



SEQ 2/2019-44

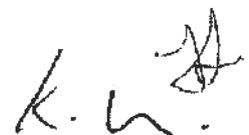
43

- 39 -

142. Without an opportunity to defend myself in the same commission, against the allegations made against me in this commission, the prejudice to me will be irreparable.
143. Reserving my rights, I persist in my relief for leave to give my above evidence *viva voce* and for leave to cross examine both Agrizzi and Vorster.

#### T. CONCLUSION

144. This has been a very difficult and painful period for my family and me. This also impacted on my former staff at Amcor and my broader relational network. However, I stand ready to continue contributing to the Republic of South Africa in whatever way or capacity. I have a deep love for this country and will never allow cheap politics and deception to constrain my commitment or motivation. I have no problem where crime is robustly confronted, but it is a great pity that corrupt people like Agrizzi and others are allowed to cause so much chaos with evil intent by drawing innocent citizens into the fray for malicious purposes. His deceitfulness and reckless lies about me will never stand the test of the legal system, nor will they sustain themselves in the court of public opinion.



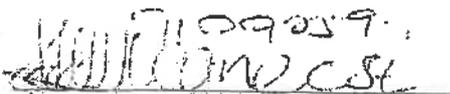
44

- 40 -



DEPONENT

THUS SIGNED AND SWORN TO AT PRETORIA ON THIS THE 25<sup>TH</sup> DAY OF FEBRUARY 2019, THE DEPONENT HAVING ACKNOWLEDGED THAT HE KNOWS AND UNDERSTANDS THE CONTENTS OF THIS AFFIDAVIT, THAT IT IS BOTH TRUE AND CORRECT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THAT HE HAS NO OBJECTION TO TAKING THE PRESCRIBED OATH AND THAT THE PRESCRIBED OATH WILL BE BINDING ON HIS CONSCIENCE.



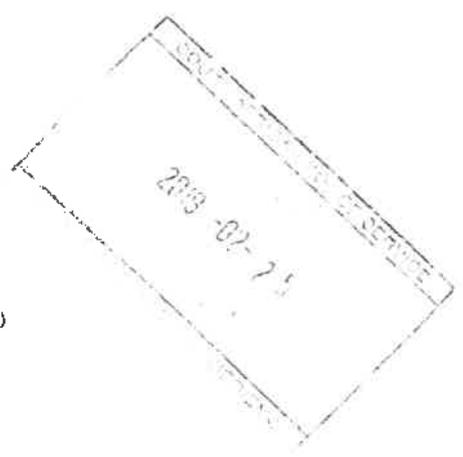
COMMISSIONER OF OATHS

FULL NAMES: *[Handwritten]*

DESIGNATION: *[Handwritten]*

ADDRESS: *[Handwritten]*

*[Handwritten initials]*



SEQ 2/2019-46

"KW 1"45

Release issued by Kevin Wakeford in relation to State Capture Allegations

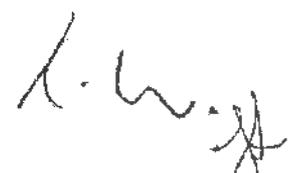
Kevin Wakeford first heard about his name been mentioned in documents relating to the Zondo Commission of enquiry late last week and confirmed such through his legal representatives on Sunday evening the 21<sup>st</sup> January 2019. He received written communication last night.

Wakeford together with his legal representatives are preparing a detailed submission spanning a decade or more. He indicated that he will cooperate with the Commission and adhere to the rules inter alia relating to interacting with the media.

He views Agrizzi's allegations as a gross fabrication and a web of twisted lies. He is of the opinion that Agrizzi is been deliberately dishonest and malicious due to ongoing conflict and tensions between the two.

Wakeford confirmed his friendship with the Watson brothers dating back to the mid 1980's where he learnt of their huge sacrifices for the achievement of a non-racial and democratic South Africa. "The Watson's were and still are dedicated and loyal supporters of the ANC. They lost their home due to arson committed by the former regime and their business was finally liquidated due to ongoing harassment from the state and the *establishment* of the time. They resourced hundreds of cadres when fleeing the country into exile" he said.

Wakeford also confirmed his professional relationship as a consultant to BOSASA spanning a period of 8 years. "I never hid my consultancy arrangement with BOSASA and disclosed my relationships to all organs of state and other organisations that I consulted to in order to avoid any conflict of interest. I recused myself from meetings where decisions related to BOSASA at all times. There is sufficient evidence to validate such" he stated. He said his role covered most aspects of the political economy.



SEQ 2/2019-47

46

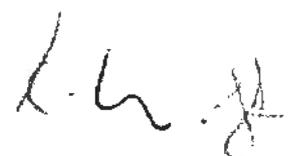
"Agrizzi did his utmost to alienate and marginalise me within the BOSASA context. Most of my interactions with BOSASA Directors and in particular Gavin Watson were off site. There was a time when my monthly retainer was suspended for almost an entire year without any notice. I attribute all these actions to Agrizzi" he said.

Wakeford said, "I have never attempted to influence SARS. In fact BOSASA have always complained about ongoing SARS audits and investigations for which I had no remedy. I am not a tax expert and I have never had any inclination to assist in that regard. Nor have I had any dealings on the Lindela Contract extension. My role at Home Affairs was to support the Turnaround Project as a Consultant. I had no power to amend, adjudicate or authorise contracts as I was not a public official at that time."

"I have been the ARMSCOR CEO since 1<sup>st</sup> May 2019. ARMSCOR has no contracts with BOSASA. In fact ARMSCOR has no contracts with any of the GUPTA linked companies either. We have achieved 3 clean audits and 1 unqualified audit during my tenure as CEO. I am committed to clear my name and request that all stakeholders exercise patience as I work with my legal team to prepare a comprehensive response" he said.

ENDS.

23<sup>rd</sup> January 2019.



SEQ 2/2019-48

"KW2 47

Release issued by Kevin Wakeford in relation to State Capture Allegations

Kevin Wakeford was officially notified by the Commission secretariat last week that his name appears in papers submitted to the Commission.

Wakeford together with his legal representatives are preparing a detailed submission spanning a decade or more. He indicated that he will cooperate with the Commission and adhere to the rules inter alia relating to interacting with the media.

Wakeford believes in and respects the "rule of law" and the process of testing evidence to achieve a just outcome. He has requested the citizenry to be patient as he cannot comment on the substance of his submissions until it is considered by the Commission as per the ruling of Judge Zondo last Tuesday. He views Agrizzi's allegations as malicious, a gross fabrication and a web of twisted lies.

"I have sacrificed and dedicated much of my life to integrity and ethical leadership often to the detriment of my extended family. I was unemployable for an extended period due to my involvement in whistleblowing activities. The Commission into the Collapse of the Rand in 2002 and my support to the former Deputy Director General of the Department of Justice, Mike Tshishonga, during his damning whistle blowing revelations in 2003 and 2004 bare testimony to this. The award winning journalist and author Barry Sergeant's book on *The Assault on the Rand* is an excellent record of both these matters" he said.

Wakeford confirmed his friendship with the Watson family dating back to the mid 1980's where he witnessed their huge sacrifices for the achievement of a non-racial and democratic South Africa. They resourced hundreds of cadres when fleeing the country into exile at that time and remain staunchly committed to non-racialism to this day" he said.

K. W. J.

SEQ 2/2019-49

48

He indicated that it is common knowledge that they lost all their possessions at the time due to ongoing harassment from the state and the wider establishment of the time. "There were times where I supplied the Watson family with food parcels and money to sustain them – such was my relationship with the family" he said.

Wakeford also confirmed his professional relationship as a retained consultant to BOSASA spanning a period of 8 years. "I never hid my consultancy arrangement with BOSASA and disclosed my relationships to all organs of state and other organisations that I consulted to in order to avoid any conflict of interest. Prior to my tenure at Armscor, I recused myself from meetings concerning decisions relating to BOSASA at all times. There is sufficient evidence to validate such" he stated. He said his advisory role covered a broad range of matters ranging from strategy, public policy, political analysis, media analysis and consideration of possible business opportunities.

"I have been the ARMSCOR CEO since 1<sup>st</sup> May 2015. ARMSCOR has no contracts with BOSASA. In fact ARMSCOR has no contracts with any of the GUPTA linked companies either. We have achieved 3 clean audits and 1 unqualified audit during my tenure as CEO. I am committed to clear my name and request that all stakeholders exercise patience as I work with my legal team to prepare a comprehensive response" he said.

He confirmed that he had requested the Armscor Board to place him on special leave last Tuesday to allow him time to prepare his response and to give him time to clear his name. "One cannot expect Armscor employees to be led by a CEO whose integrity is been questioned in the public domain, hence the period of special leave" he said.

ENDS.

**28<sup>th</sup> January 2019.**



SEQ 2/2019-50

"KW3" 49



15 FEBRUARY 2019

## MEDIA STATEMENT

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### ARMSCOR APPOINTS ACTING CHIEF EXECUTIVE OFFICER

The Chief Executive Officer, Mr Kevin Wakeford tendered his resignation on the 30<sup>th</sup> October 2018. During his termination period allegations against him surfaced at the Zondo Commission of Inquiry. The CEO responded by requesting special leave to prepare his submission. After discussion at his request with the Acting Chairperson of Armscor and the Minister of Defence, it was agreed that the CEO will step down and would make himself available for Armscor matters during the remainder of his notice period ending 30 April 2019.

The CEO deemed it necessary to handle the matter this way in the interest of the ongoing stability at Armscor. He reiterated his view that Armscor is a well governed institution boasting 3 clean audits and 1 unqualified audit during his tenure. He reminded all that Armscor has no contract with Bosasa.

"I wish to thank the Minister, the Board of Directors, EXCO, the leadership of the SANDF, DOD, the South African Defence Industry (SADI) and Armscor staff for their ongoing support during very difficult times." stated Mr Wakeford. "It is my intention to clear my name but I believe it is unfair to lead the organisation whilst these allegations remain unresolved in the public domain" he further reiterated. The CEO looks forward to presenting his case at the Commission of Inquiry.

The Board wishes to thank Mr Wakeford for all his valuable contribution and wish him well in his future endeavours. The Board has today (15 February 2019) appointed Advocate Solomzi Mbada to act as a CEO in the interim. The Board wishes to also thank Advocate Mbada for accepting this responsibility and trust that all stakeholders will give him and the Executive Committee the necessary support. **ENDS**

#### ENQUIRIES

Ms Monde Süßmann  
Senior Manager: Corporate Communications  
E-mail: nomondes@armscor.co.za

K. W. 49

SEQ 2/2019-51

"KW4"

"KW4"  
50

**FW: Cancelled: Meeting with Giancarlo...**

**Agenda**

**10**

Thu Sep 10, 2015 8am - 9am (SAST)

Thu  CEO's Boardroom

Kevin Wakeford, Kevin Wakeford <ke...wakeford1962@gmail.com> (Kevinwakeford1962@gmail.com) **FW: Cancelled: Meeting with Giancarlo...**

Forwarded message -----

Kathy Neonakis <KathyN@armscor.co.za>

Fri, 25 Jan 2019, 09:07

Re: FW: Cancelled: Meeting with Giancarlo Agrizzi

Kevin Wakeford <kevinwakeford1962@gmail.com> (kevinwakeford1962@gmail.com) <kevinwakeford1962@gmail.com>, Kevin Wakeford <kevin@wakefordenterprises.co.za>

Original Appointment-----

Kathy Neonakis

Friday, 04 September 2015 23:43

Kathy Neonakis; Kevin Wakeford

Subject: Cancelled: Meeting with Giancarlo Agrizzi

Thursday, 10 September 2015 08:00:09:00 (UTC+02:00) Harare, Pretoria.

Location: CEO's Boardroom



SEQ 2/2019-52

"KWS"  
51

Petrus Stephanus Venter: States the following under oath in English

1.

I'm an adult male, ID 7101245040083, 47 years old and currently residing at, 19 Lindhout street, Noordheuwel, Krugersdorp with contact number: 0824629527. Currently employed by D'Arcy- Herman incorporated situated at number 269 Voortrekker road, Monument, Krugersdorp as a Tax consultant.

2.

On Tuesday the 8<sup>th</sup> May 2018 I was at my office working through all documents regarding African Global Group / Bosasa, I found one document (marked as attachment AA:1 to AA:6). This document with heading "Trigger 1st Feb 2018 Media Intervention" consists of six pages, details various flow diagrams and schematics of a well-structured plan, of what detailed actions must / will be taken as well as the result or effect it will have on African Global and Gavin Watson.

This document was handed to me by Angelo Agrizzi, either during one of the visits that he did to my office during Sep / Oct 2017 or at the meeting we had at his house during Nov 2017.

I know and understand the contents of the above.

I have no objection to take the pre-scribed oath.

I consider the oath to be binding on my conscience.

2018/05/18

18 05 2018

ZN3/madl

ZN3/madl

118 Comm 831070

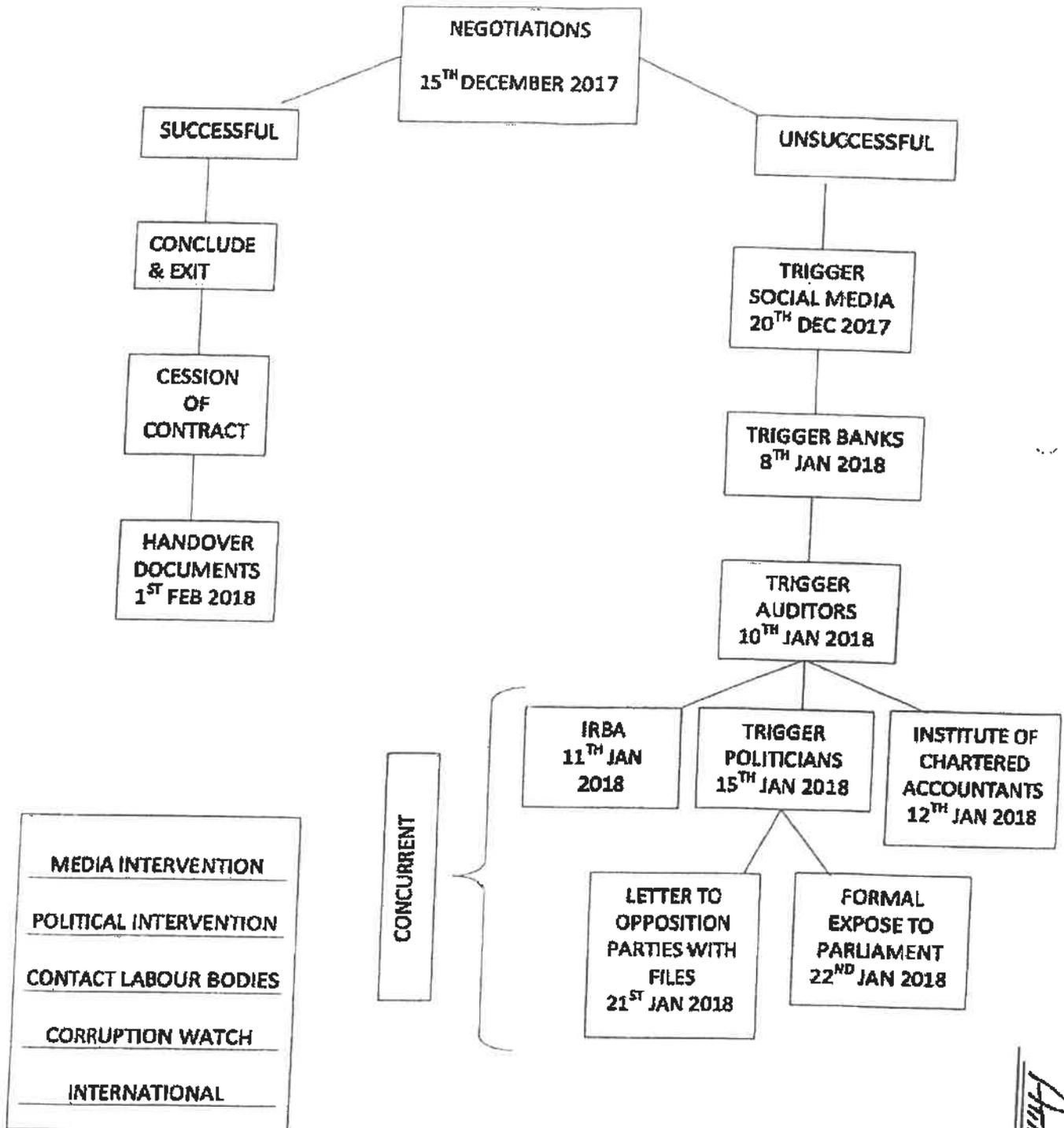
Krugersdorp



L-h  
51



53

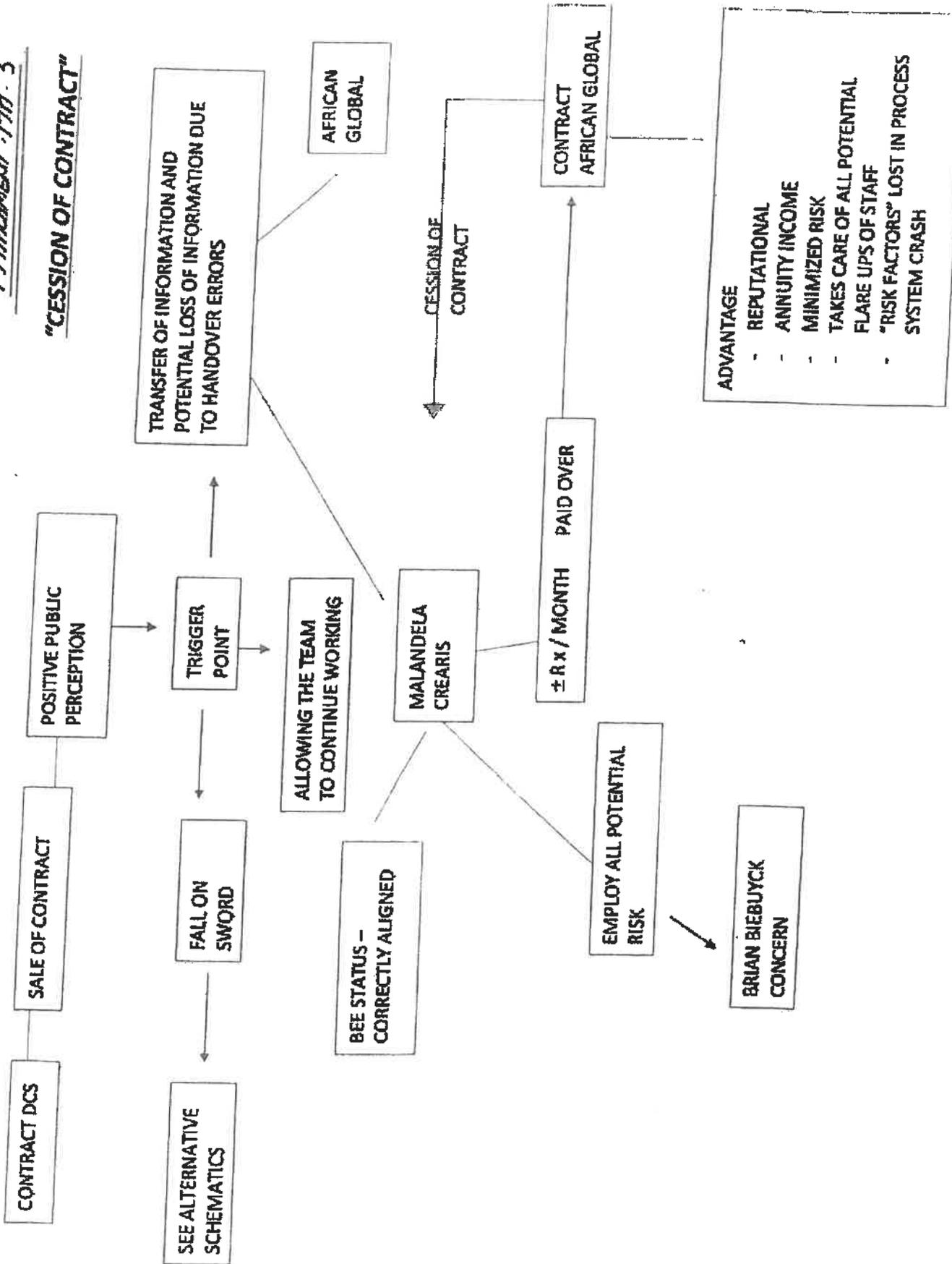


*Amendments: AA:2*

*ll k.l.*

*Attachment: AA: 3*

"CESSION OF CONTRACT"

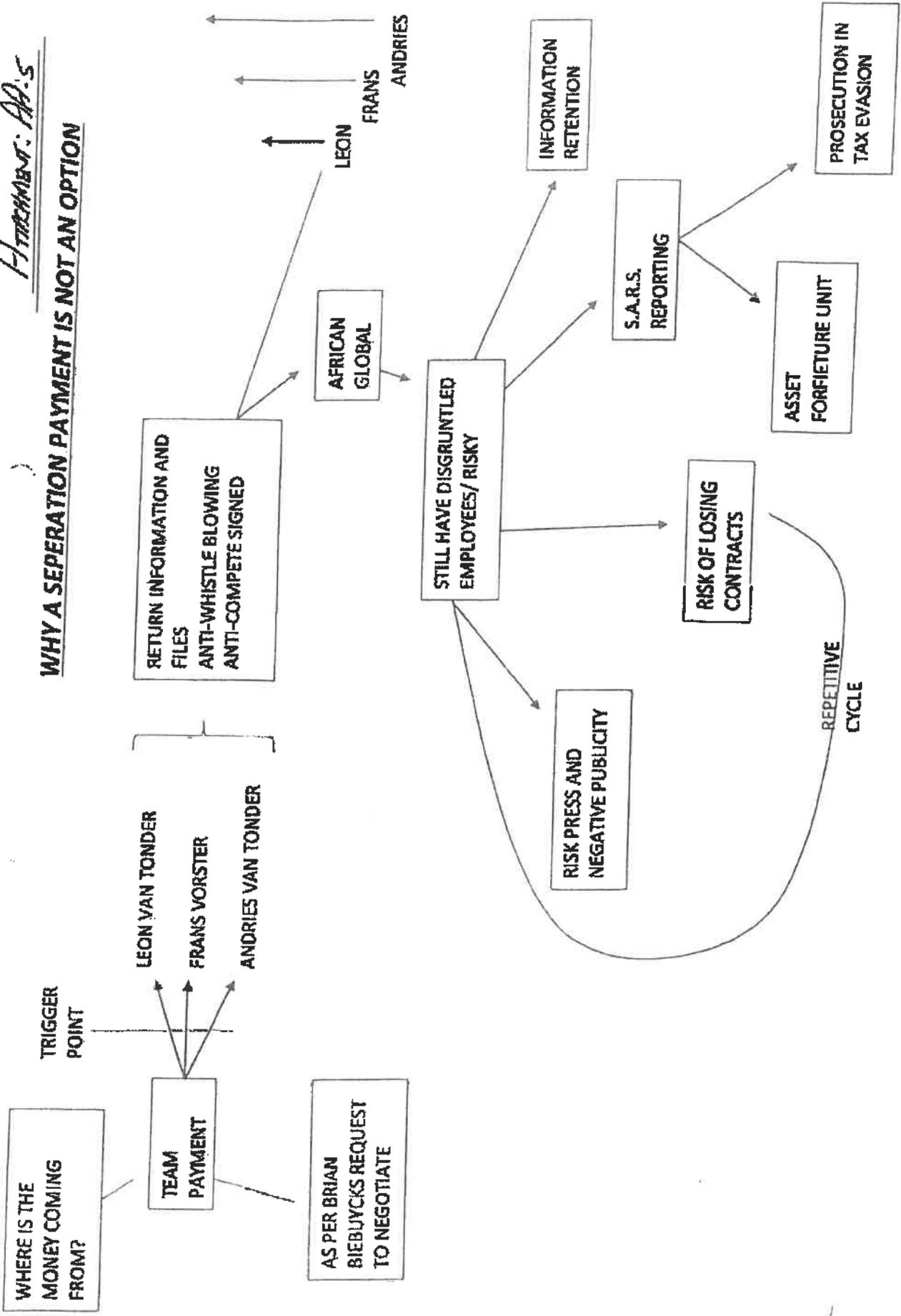


54

*Handwritten signature/initials*

*Attachment: AA.5*

**WHY A SEPERATION PAYMENT IS NOT AN OPTION**



55

*L.W.*

SEQ 2/2019-57

56

**RAMIFICATIONS FOR BOSASA/ AFRICAN GLOBAL**

- I. PUBLIC SCRUTINY AND OPINION
  - FUTURE BUSINESS
  - REPUTATIONAL HARM – MASSIVE MEDIA INTEREST
- II. EXPOSE:
  - PARLIAMENTARIANS
  - "BLACK" LISTING FOR TENDERS
  - SARS INVESTIGATION
  - LOSS OF EXISTING BUSINESS
  - LOSS OF "BANKING" FACILITIES
- III. CRIMINAL:
  - TAX EVASION
  - COLLUSION AND BRIBERY
  - MONEY LAUNDERING
  - RACKETEERING
- IV. DIRECTORATE:
  - SEQUESTRATION
  - BLACKLISTING
  - CRIMINAL RECORDS
  - NO FUTURE OF EMPLOYMENT
- V. RELATED:
  - NEGATIVITY TO FAMILY, INTEREST SUCH AS
    - o ROYALSTON
    - o SUNWORX
    - o WINDFARM

*Ammon: Att: 6*  
*L.H.*  
*H*

SEQ 2/2019-58

"KW7"  
51Kevin Wakeford – Abridged CV, 22 December 2014

- Kevin was born in Port Elizabeth in 1962. His primary and secondary education was at Grey Junior, Graeme College and Muir College respectively.
- He graduated from the University of Port Elizabeth with a BA Cum Laude and BA (Hons) Cum Laude for which he was awarded Academic Colours in 1988.
- Kevin was also a co-founder of the Institute for the Resolution of Conflict in SA whilst a student. Kevin was recruited by the ANC Underground Movement (ANC Security) whilst a 2<sup>nd</sup> year student in 1986.
- In his earlier years, Kevin performed a key role in the foundational phases of the Consultative Business Movement (CBM), The Institute for a Democratic Alternative for SA (IDASA) and the Group Credit Company (NGO in the micro banking sector).
- He is a former CEO of the PE Regional Chamber of Commerce (1995/98) and the SA Chamber of Business (SACOB – 1999/2002).
- He was one of the founding members of the Coega Initiative Company (1996) and received Citizen of the Year In PE in 1997 for his achievements in establishing the multi-billion rand MEGA Project.
- Kevin was awarded a Professorship (Extra Ordinaire) by the PE Technikon (now Nelson Mandela Metropolitan University) in Managerial Economics in October 2000.
- Kevin was the *key instigator into the establishment of the Commission of Inquiry into the rapid depreciation of the Rand in 2001*.
- He has served on a variety of boards of listed and private companies including Simmer and Jack Mines (Johannesburg Stock Exchange) and First Uranium Corporation (Toronto Stock Exchange).
- He also served on the Boards of SA Biomedical (Former Chairman) and recently for Pholosang Black Economic Empowerment Resolution Services as an independent non-executive Director. He served on the Audit, Remuneration and Governance committees of all the said companies.
- He also served as Chairman of the Board of Pride Holdings SA (subsidiary of Pride Holdings Dubai – *Multi Billion International Private Equity arm of the Dubai Royal family*) and Chairman of Simmer and Jack Ltd (Private Equity Company).
- Kevin has served as Interim CEO of the Eastern Cape Development Corporation (2005), Economic Advisor to the Premier of the Eastern Cape Provincial Government (2006/07) and *Turnaround Project Adviser to the Minister of Home Affairs* (2007/09).
- He is a well-known columnist and commentator on matters of Public Interest
- He consults to the Private and Public Sector in the fields of Public Policy and Business Strategy. Kevin features as a key character in Barry Sergeant's most recently published book (August 2013) "The Assault on the Rand".

SEQ 2/2019-59

58

Wakeford has served as CEO of the Armaments Corporation of South Africa (ARMSCOR) since May 2015. He has performed a leading role in the transformation and sustainability of ARMSCOR and the entire defense economy. He initiated the Turnaround strategy of ARMSCOR in late 2015 which led to a stronger business and economic development focus of the Corporation. ARMSCOR has obtained three clean audits under his leadership. His thought leadership contributed to the formation of the Defense Industry Fund, the Defense Industry Strategy and the Defense Industry Charter.

He has repositioned ARMSCOR as a key catalyst for leveraging of defense assets in order to resource the implementation of the Defense Review policy imperatives. He has also played a significant role in alerting the policy makers on the strategic role the defense sector could perform in the innovation of new technologies and its broader potential in leading the Republic's entry into the 4<sup>th</sup> Industrial Revolution.

Wakeford has pushed hard for public recognition of the "peace dividend" that the Department of Defense has delivered on through its Peace Keeping role in Africa. He believes that Peace and Stability on the continent are fundamental to the future prosperity and development of Africa.

k. w.  
JK

SEQ 2/2019-60

"KW8"

: 0861 444 222  
 Tel: +27 11 463 4790/4764  
 : 086 698 9190  
 ail: info@fullserve.co.za

# FULLSERVE

## Chartered Accountants

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

2019/02/20

59

### Maphalla Mokate Conradie Inc

PO Box 4665  
 Pretoria  
 0001

### Purpose of the engagement

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

### Supporting documentation

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

### Procedures performed

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

1/012

60

Conclusion

- Based on his education, appointments on various boards of companies and committees, former CEO of South African Chamber of Business. Mr K Wakeford had the necessary experience, skills, knowledge and expertise to offer independent consultation services to various entities requiring his services.
- Wakeford Investment Enterprises CC was a going concern and not a conduit.
- Services were rendered on a monthly retainer basis to the various other clients and not only to BOSASA Group.
- Rates and length of the retainers were negotiated beforehand.
- Invoices were raised mostly on a monthly basis and paid on presentation.
- When clients had a cashflow problem invoices would be held back (Not Raised), reversed (Credit Noted) and then raised later.
- Wakeford Investments Enterprises CC was not paid the R 57 000.00 retainer from December 2009 till May 2010 (6 months) and again from September 2010 till December 2010 (4 months)
- The payment of R 114 000.00 for the period January 2011 till October 2011 (10 months) was for the current month plus the month which was not paid.
- The payment of R 114 000.00 on the 23 August 2010, was for August 2010 and for December 2009, etc.
- Once all the previous amounts were paid up, payments to Wakeford Investment Enterprises CC returned to R 57 000.00 per month from November 2011.
- It is clear from the figures that the escalated amounts of R 114 000.00 were to catch up for the months that Wakeford Investment Enterprises CC was not paid the R 57 000.00

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



S Hajichristoforou

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



SEQ 2/2019-62

"KW9" . . .

**ENFORCEMENT****AUDIT**

Office  
Megawatt Park

Enquiries  
Johan Klingenberg

Telephone  
011 602 4304

E-mail  
jklingenberg@sars.gov.za

Facsimile  
086 610 2072

Room  
Second Floor Block B

Reference  
9628003023  
4480166046

Date  
23 March 2011

The Public Officer

Phezulu Fencing (Pty) Ltd  
Private Bag 2002  
Krugersdorp  
1740

Attention: Mr Peet Venter

South African Revenue Service

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

Telephone (011) 602 2000

Website: [www.sars.gov.za](http://www.sars.gov.za)

Dear Sir

<b>VENDOR:</b>	Phezulu Fencing (Pty) Ltd
<b>IT REFERENCE NO.:</b>	9628003023
<b>VAT REFERENCE NO.:</b>	4480166046
<b>PERIOD(S) UNDER AUDIT:</b>	2007 - 2010
<b>TAX TYPE:</b>	Income Tax and VAT.

**TAX AUDIT: REQUEST FOR INFORMATION, DOCUMENTS OR THINGS**

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

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

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

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- 7) Please indicate which general ledger accounts should be used to calculate the following amounts on the annual financial statements for 2007 - 2009:
- Loan, Receivables and Investments
  - Trade and other receivables
  - Borrowings
  - Trade and other payables
- 8) Bank statements indicating the balance on the following dates of all bank accounts held by Phezulu Fencing (Pty) Ltd
- 28 February 2007
  - 29 February 2008
  - 28 February 2009
- 9) Please explain differences found in respect of reconciliation done between income declared on VAT 201 and Income Tax returns submitted for the 2007 – 2009 years of assessment. (Please refer to attached schedules.)

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

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

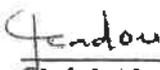
You are reminded that an employer is obliged, in terms of Section 73A of the Income Tax Act (as amended) and section 55 of the VAT Act to retain such records for a period of five years.

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

We thank you sincerely for your co-operation.

Yours faithfully,

  
\_\_\_\_\_  
**Johan Kilingerberg**  
Audit Team Member

  
\_\_\_\_\_  
**Christopher Ndou**  
Audit Team Leader

for **Commissioner: SARS**



SEQ 2/2019-64

\$ KW10" 63

Voucher Number	Vendor Name	Vendor ID	Document Type	Document Date	Document Number	Document Amount
00101220	WEARNE READY MIX	WEA001	Invoice	2009/07/22 23362		4 651,20
00101222	WEARNE READY MIX	WEA001	Invoice	2009/07/22 23299		16 788,24
00101224	WEARNE READY MIX	WEA001	Invoice	2009/07/22 23300		20 518,94
0009654	WEARNE READY MIX	WEA001	Payment	2009/06/24 0009654		4 702,29
0010326	WEARNE READY MIX	WEA001	Payment	2009/08/31 0010326		41 958,38

*K.W.I.D.*

64

Wearne Ready Mixed Concrete (Pty) Ltd  
 PO Box 192  
 Randfontein  
 Gauteng  
 1759



Company Reg. No. :2007/029949/07

VAT Reg. No. : 4660247852  
 Telephone: (011) 459 - 4800

*BOSASA OPERATIONS (PTY) LTD PRIVAYE BAG X2002 KRUGERSDORP 1740  VAT Reg:4070165735	
BOS002	Customer Order No: T NO 029998

Document Type:	Tax Invoice (Copy)
Invoice Number:	23362
Invoice Date:	22/07/2009
Page:	1
Our Ref:	9228

Del Note No.	Qty	Unit Price	Product Value
--------------	-----	------------	---------------

6229	605	SITE ESTABLISHMENT	702525	0.00	0.00	3,000.00
6229/1	605	40m3 PUMPED @ R27-00/m3	702525	0.00	0.00	1,080.00

INTERNAL PUMP	Total Nett:	4,080.00
	Total VAT:	571.20
Qty This Inv: 0.00	Total Gross:	4,651.20

*[Handwritten signature]*

Wearne Ready Mixed Concrete (Pty) Ltd  
 PO Box 192  
 Randfontein  
 Gauteng  
 1759

Company Reg. No. :2007/029949/07

VAT Reg. No. : 4580247852  
 Telephone: (011) 459 - 4500



65

\*BOSASA OPERATIONS (PTY) LTD  
 PRIVAYE BAG X2002  
 KRUGERSDORP  
 1740

VAT Reg:4070165736

BOS002

Customer Order No:  
 29998

Document Type:	Tax Invoice (Copy)
Invoice Number:	23299
Invoice Date:	22/07/2009
Page:	1
Our Ref:	50018480

Del Note No.	Qty	Unit Price	Product Value
2824332 453 25 MPa - 70/30 - Pump Mix - 22mm Stone 2531/3/22/28	6.00	818.14	4,908.84
2824334 481 25 MPa - 70/30 - Pump Mix - 22mm Stone 2531/3/22/28	8.00	818.14	4,908.84
2824335 L514 25 MPa - 70/30 - Pump Mix - 22mm Stone 2531/3/22/28	8.00	818.14	4,908.84

Total Nett:	14,726.62
Total VAT:	2,061.72
Total Gross:	16,788.24

Qty This Inv: 18.00

*H. L. W.*

66

Wearne Ready Mixed Concrete (Pty) Ltd  
 PO Box 192  
 Randfontein  
 Gauteng  
 1759

Company Reg. No. :2007/029949/07

VAT Reg. No. : 4560247862  
 Telephone: (011) 458 - 4500



*BOSASA OPERATIONS (PTY) LTD PRIVAYE BAG X2002 KRUGERSDORP 1740  VAT Reg:4070185735	
BOS002	Customer Order No: 29998

Document Type:	Tax Invoice (Copy)
Invoice Number:	23300
Invoice Date:	22/07/2009
Page:	1
Our Ref:	50018528

Del Note No.	Qty	Unit Price	Product Value
--------------	-----	------------	---------------

2824336	L665	25 MPa - 70/30 - Pump Mix - 22mm Stone	2531/3/22/28	8.00	818.14	6,545.12
2824337	L513	25 MPa - 70/30 - Pump Mix - 22mm Stone	2531/3/22/28	6.00	818.14	4,908.84
2824338	L649	25 MPa - 70/30 - Pump Mix - 22mm Stone	2531/3/22/28	8.00	818.14	6,545.12

Total Nett:	17,999.08
Total VAT:	2,519.86
Total Gross:	20,518.94

Qty This Inv: 22.00

*Handwritten signature/initials*

"KW11"

"KW11"  
67

Voucher Number	Vendor Name	Vendor ID	Document Type	Document Date	Document Number	Document Amount
00102945	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	2009/06/24	138835	3 335,00
00102944	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	2009/07/14	139158	10 672,00
00104353	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	2009/08/04	139514	10 672,00
00104275	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	2009/08/07	139564	1 735,02
00102973	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	2009/08/20	139752	6 670,00
00105578	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	2009/08/25	139814	333,50
00104278	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	2009/08/31	139944	1 640,00
00104352	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	2009/08/31	139932	10 672,00
00105573	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	2009/09/04	140045	400,20
00105576	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	2009/09/04	140044	1 640,00
00105693	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	2009/09/10	140140	10 672,00
00105570	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	2009/09/23	140355	3 711,78
00105692	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	2009/09/23	140354	10 672,00
00107788	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	2009/10/13	140660	6 670,00
00108139	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	2009/10/21	140762	1 529,97
00107451	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	2009/10/26	140832	4 439,15
00109246	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	2009/11/24	141245	513,00
00109248	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	2009/11/24	141244	400,20
00094606	RTC -BUILD IT (ACC MER002)	RAN004	Credit Note	2009/12/17	136822A	-833,28
00094607	RTC -BUILD IT (ACC MER002)	RAN004	Credit Note	2009/12/17	136812A	-4800
00091718	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	2009/12/17	136812	4 800,00
00091719	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	2009/12/17	136822	833,28
00114044	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	2010/02/02	142174	1 710,00
00114045	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	2010/02/02	142181	833,63
00114101	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	2010/02/08	142284	1 748,75
00112273	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	2010/02/11	142337	1 049,25
00113207	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	2010/02/11	142338	1 748,75
00114046	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	2010/02/11	142341	923,40
00114018	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	2010/03/12	142823	2 717,60

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00116905	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	2010/03/25 143042	833,63
00116906	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	2010/03/30 143125	833,63
00118465	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	2010/05/05 143639	1 998,00
00118713	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	2010/05/13 143774	1 710,00
00120067	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	2010/06/01 144053	1 045,00
00120066	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	2010/06/21 144314	1 710,00
00119988	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	2010/06/24 144385	3 475,00
00121833	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	2010/07/08 144610	566,88
00124794	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	2010/09/09 145449	1 710,00
00124800	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	2010/09/09 145450	513,00
00124801	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	2010/09/09 145451	1 700,00
00128165	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	2010/11/17 146234	2 600,91
00128167	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	2010/11/22 146266	2 600,91
00128163	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	2010/11/29 146367	1 559,97
00129294	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	2010/12/01 146414	1 559,97

*Handwritten signature*

SEQ 2/2019-70

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

In the application of:

**KEVIN WAKEFORD**

Implicated person/Applicant

In re the evidence of:

**ANGELO AGRIZZI**

Evidence giver

**FRANS HENDRIK STEYN VORSTER**

Evidence giver

---

**SUBMISSIONS BY THE LEGAL TEAM**

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The Honourable Chairperson  
State Capture Commission  
Hill on Empire  
16 Empire Road  
Parktown

**KINDLY TAKE NOTICE** that the Legal Team intends to place the following submissions before the Chairperson for consideration in chambers or on a date to be arranged for the hearing of the Applicant's application:

- 1 This is an application brought by the Applicant in terms of Rules 3.3.6 read together with Rules 3.4, 3.5, 3.6, 3.7 and 3.8 of the Rules of the Commission.
- 2 The Legal team has considered the application by Mr Kevin Wakeford wherein he seeks the following relief:

- "1 Condoning the Applicant's non-compliance with the timeframes provided for in the rules governing the Commission's proceedings in relation to the orders set out below and to the extent necessary extending such timeframes.*
- 2 Granting the Applicant in terms of rule 3.3.6, read together with rules 3.4, 3.5, 3.6, 3.7 and 3.8, leave to give oral evidence and to cross-examine the witnesses who have given evidence and implicated the Applicant, namely one Angelo Agrizzi and one Frans Hendrik Steyn Vorster, on such terms and conditions as the Commissioner may deem appropriate.*
- 3 Granting the Applicant leave in terms of rule 3.9 to make written and oral submissions on the findings or conclusions that the Chairperson ought to make on the evidence placed before the Commission that relates to him."*
- 3 The Legal team does not oppose the relief sought in paragraphs 1 to 2 of the Notice of Motion.

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- 4 Insofar as the relief sought in paragraph 3 is concerned, the Legal Team opposes it on the basis that it is premature to seek it at this stage for the following reasons:
- 4.1 The Applicant has not testified yet.
  - 4.2 He has not been cross-examined.
  - 4.3 Mr Angelo Agrizzi and Mr Frans Hendrik Steyn Vorster have not been cross-examined.
  - 4.4 The Applicant's application to testify and to cross-examine the above-mentioned witnesses has not been granted or refused at this stage.
  - 4.5 There are no grounds advanced for seeking the relief at this stage.
- 5 In the circumstances the Legal team submits that the Chairperson should either defer his decision on the relief sought in paragraph 5 or simply refuse it.

DATED at PARKTOWN on this 11<sup>th</sup> day of MARCH 2019.

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**ADV P J PRETORIUS SC**  
Head: Legal Team

**TO: MAPHALLA MOKATE CONRADIE INC**  
(Formerly Motla Conradie)  
453 Winifred Yell Street  
Garsfontein, Pretoria  
P O Box 4665, Pretoria 0001  
Docex 268, Pretoria  
Tel: 012 369 6200  
Fax: 012 348 4096  
Email: Ms Teresa Conradie  
teresac@motcon.co.za  
Ms Crystal Maphalla  
crystal@motcon.co.za



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

2<sup>nd</sup> floor, Hillside House  
17 Empire Road,  
Parktown  
Johannesburg  
2193  
Tel: (010) 214-0651  
Email:

[inquiries@sastatecapture.org.za](mailto:inquiries@sastatecapture.org.za)

Website: [www.sastatecapture.org.za](http://www.sastatecapture.org.za)

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No.	Description	
1.	Application of <b>Kevin Wakeford</b> in respect of the evidence of <b>Angelo Agrizzi</b> and <b>Frans Hendrik Steyn Vorster</b> ("Vorster") in respect of (a) Condonation for late filing (b) Rule 3.3.6 (read with rules 3.4, 3.5, 3.6, 3.7 and 3.8); and (c) Rule 3.9.	
1.1	Notice of Motion dated 25 February 2019	001 to 004
1.2	Supporting affidavit of Kevin Wakeford dated 25 February 2019 i. Annexure KW1	005 to 068

No.	Description	
	<ul style="list-style-type: none"> <li>ii. Annexure KW2</li> <li>iii. Annexure KW3</li> <li>iv. Annexure KW4</li> <li>v. Annexure KW5</li> <li>vi. Annexure KW6</li> <li>vii. Annexure KW7</li> <li>viii. Annexure KW8</li> <li>ix. Annexure KW9</li> <li>x. Annexure KW10</li> <li>xi. Annexure KW11</li> </ul>	
	No printing on pages	069 to 072
2A	<p>Angelo Agrizzi's Answering Affidavit dated 8 April 2019</p> <ul style="list-style-type: none"> <li>i. Annexures KW-002 – KW-34</li> <li>ii. Annexures KW-035 – KW-036</li> <li>iii. Annexure KW 037.1</li> <li>iv. Annexures KW-038 – KW-041</li> <li>v. Annexures KW-042 – KW-047</li> <li>vi. Annexures KW-048 – KW-062</li> <li>vii. Annexures KW-063 – KW-068</li> <li>viii. Annexures KW-069 – KW-070</li> <li>ix. Annexures KW-071 – KW-072</li> <li>x. Annexures KW-073 – KW-080</li> <li>xi. Annexures KW-081 – KW-084</li> </ul>	73 to 195
2B	Frans Hendrik Steyn Vorster's Answering Affidavit dated 4 April 2019	196 to 200

No.	Description	
3.	No Replying Affidavit filed by Kevin Wakeford within the time prescribed.	
3.1	Letter dated 06 June 2019 to Kevin Wakeford attaching Angelo Agrizzi Answering Affidavit for comment and/or reply	201 to 202
3.2	Letter dated 06 June 2019 to Kevin Wakeford attaching Frans Hendrik Steyn Vorster Answering Affidavit for comment and/or reply	203 to 204
4	Kevin Wakeford's Supplementary Affidavit dated 1 July 2019 in response to Angelo Agrizzi's Supplementary Affidavit (Agrizzi's Supplementary Witness Statement) dated 26 March 2019	205 to 211
5	Angelo Agrizzi's Answering Affidavit dated 4 September 2019 to K. Wakeford's Supplementary Affidavit.	212 to 219
6	Kevin Wakeford Replying Affidavit dated 30 September 2019 to: <ul style="list-style-type: none"> <li>- F. Vorster's Answering Affidavit</li> <li>- A. Agrizzi's Answering Affidavit</li> <li>- A. Agrizzi's Supplementary Answering Affidavit</li> </ul> Annexures KWA; KWB; KWR001 – KWR236	220 to 510



SEQ 2/ 2019



2<sup>nd</sup> floor, Hillside House  
17 Empire Road,  
Parktown  
Johannesburg  
2193  
Tel: (010) 214-0651

Email:  
[inquiries@sastatecapture.org.za](mailto:inquiries@sastatecapture.org.za)  
Website:  
[www.sastatecapture.org.za](http://www.sastatecapture.org.za)

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

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**INDEX TO APPLICATION:**

**KEVIN WAKEFORD**

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

HELD AT PARKTOWN, JOHANNESBURG

In the application of: -

**KEVIN WAKEFORD**

Implicated person / applicant

In re the evidence of: -

**ANGELO AGRIZZI**

Evidence giver

**FRANS HENDRIK STEYN VORSTER**

Evidence giver

---

**NOTICE OF MOTION**

---

**BE PLEASED TO TAKE NOTICE** that the applicant herein, Mr Kevin Wakeford, does hereby make application to the Chairperson of the Commission for an order in the following terms: -

1. **Condoning** the applicant's non-compliance with the timeframes provided for in the rules governing the Commission's proceedings in relation to the orders set out below and to the extent necessary extending such timeframes.
2. Granting the applicant in terms of rule 3.3.6, read together with rules 3.4, 3.5, 3.6, 3.7 and 3.8, leave to give **oral evidence and to cross-examine** the witnesses who have given evidence and implicated the applicant, namely one Angelo

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Agrizzi and one Frans Hendrik Steyn Vorster, on such terms and conditions as the Commissioner may deem appropriate.

3. Granting the applicant leave in terms of rule 3.9 to make written and oral submissions on the findings or conclusions that the Chairperson ought to make on the evidence placed before the Commission that relates to him.

**TAKE NOTICE FURTHER** that the applicant has appointed Maphalla Mokate Conradie Incorporated as his legal representatives and their address at Suite 1, Peak House, 453 Winifred Yell Street, Garsfontein, Pretoria, at which address he will receive all necessary process otherwise not communicated by e-mail.

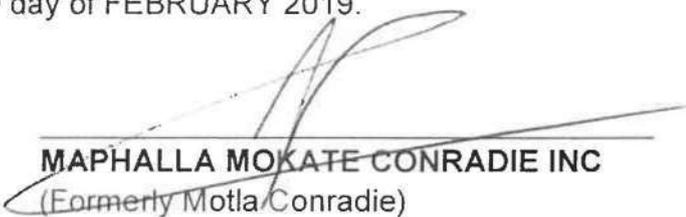
**TAKE NOTICE FURTHER** that the applicant will rely on his affidavit/statement together with annexures thereto, delivered together with this Notice of Motion.

**KINDLY** ensure that the original hereof is delivered to the Chairperson and a copy to the Commission's legal team.

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DATED at PRETORIA on this the 25<sup>th</sup> day of FEBRUARY 2019.



**MAPHALLA MOKATE CONRADIE INC**

(Formerly Motla Conradie)

APPLICANT'S LEGAL REPRESENTATIVES

453 WINIFRED YELL STREET

GARSFONTEIN, PRETORIA

P O BOX 4665, PRETORIA, 0001

DOCEX 268, PRETORIA

TEL: (012) 369-6200

FAX: (012) 348-4096

E-MAIL: MS TERESA CONRADIE

[teresac@motcon.co.za](mailto:teresac@motcon.co.za)

MS CRYSTAL MAPHALLA

[crystal@motcon.co.za](mailto:crystal@motcon.co.za)

TO: **THE SECRETARY OF THE COMMISSION**

c/o MABUNDA INCORPORATED

2 PROTEA ROAD

cnr RILEY ROAD

BEDFORDVIEW, 2008

P O BOX 61238

MARSHALLTOWN, 2107

DOCEX 424, JOHANNESBURG

TEL: (011) 450-2284 / 1641

FAX: (011) 450-1566

E-MAIL: [info@mabundainc.co.za](mailto:info@mabundainc.co.za)



 14:17

AND

TO: **ANGELO AGRIZZI**

c/o WEIS ATTORNEYS

MR D WITZ

CELL: 082-322-3100

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AND  
TO: **FRANS HENDRIK STEYN VORSTER**  
**KRUGERSDORP**

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

HELD AT PARKTOWN, JOHANNESBURG

In re the application of: -

KEVIN WAKEFORD

Applicant/Implicated person

In re the evidence of: -

ANGELO AGRIZZI

Evidence giver

FRANS HENDRIK STEYN VORSTER

Evidence giver

---

AFFIDAVIT/STATEMENT

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*K.W.*  
*M*

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I, the undersigned,

**KEVIN PETER EDWIN WAKEFORD**

do hereby make oath and state that: -

**A. DEPONENT**

1. I am the applicant herein. I am an adult male who's full and further necessary details are dealt with herein below.
2. The facts and allegations herein contained are within my personal knowledge, save as stated or appears otherwise, and are to the best of my belief both true and correct.

**B. PROLOGUE**

3. I am represented herein by Attorneys Maphalla Mokate Conradie Incorporated of the details set out in my notice of motion.
4. As appears from the heading two witnesses namely Angelo Agrizzi ("Agrizzi")

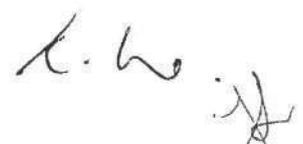
*K-w.*  
*[Signature]*

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and Frans Hendrik Steyn Vorster ("Vorster") have been cited in this application pursuant to Commission rule 11.4.

5. In their statements made to the Commission and to a far lesser degree in their oral evidence presented to the Commission, these witnesses have purported to implicate me in the business of the Commission in its investigation into the affairs of Bosasa (Pty) Ltd now known as African Global Operations (Pty) Ltd ("Bosasa"), Gavin Watson ("Watson") and others.
6. Accordingly and as appears from my notice of motion, this is an application in terms of rule 3.3.6 read together with rules 3.4, 3.6, 3.7 and 3.8, of the Commission for leave to give evidence before the Commissioner and to cross-examine the two witnesses.
7. I have not been able to submit this application to the secretary of the Commission within 14 calendar days from the date of the one Rule 3.3 notice I did receive, for the reasons set out below and seek condonation for being approximately 6 days late.
8. Set out below under the heading Condonation, I deal with how I came to be aware that I would be implicated in the evidence of these two witnesses. It was not by way of notice in terms of Rule 3.3.
9. Where I rely on statements made by others and information contained in documents, I do so in the reasonable belief that same are true and correct.



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10. All legal submissions made by me are done on the advice of my legal representatives.
11. I submit that Agrizzi's *modus operandi* is to deceive the Commission by infusing falsity into partial truth and to then rely on direct and implied false allegations.
12. I have sought to take the Commission into my confidence and have gone further than necessary for me to deal with the allegations made against me. I have done so in the belief that notwithstanding that I am a victim of malice and deception and that the allegations are vague and unsubstantiated, I nonetheless have a moral responsibility to myself and my family to explain what I am able to and to disclose everything relevant for further investigation in all the circumstances.
13. In this affidavit I proceed to first make a clear and unequivocal denial, then I deal with the prayer in my notice of motion for condonation where after I proceed under the various headings set out in the Table of Contents above to make out my application for the relief prayed, to demonstrate that Agrizzi and Vorster's evidence is not reliable, is challenged, violates my constitutional and related rights and demands testing of the truth thereof.

**C. DENIAL**

14. I have read and considered the portions of the statement apparently deposed to by Agrizzi (I have never seen a signed copy), as well as the affidavit of Vorster.



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I have also listened to and considered their oral evidence. In both instances the witnesses make reckless, vague, disjointed and unsubstantiated allegations.

15. The parts of these witnesses' statements disputed and denied and the grounds upon which those parts are disputed and denied are dealt with below as is required by rule 3.4.
16. I unequivocally deny the allegations made by the witnesses implicating me in corrupt, fraudulent, unlawful or wrongful conduct in relation to Bosasa or at all. They are blatant and malicious calculated to deceive.

#### **D. CONDONATION**

17. On or about 20 January 2019, it came to my attention, through social media, that I had been implicated in alleged corrupt activities concerning Bosasa in Agrizzi's statement before the Commission.
18. I immediately contacted my attorney and arranged an urgent consultation.
19. My attorneys addressed a letter to the secretariat of the Commission on 20 January 2019 alerting the Commission's legal team to the non-compliance with Rule 3.3.
20. My attorneys sat in the Commission on my behalf from Monday 21 January 2019 until 28 January 2019 when Agrizzi's evidence implicating me was finally



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reached.

21. Regarding Vorster's evidence, Agrizzi testified that Vorster would testify further in relation to certain of his evidence relating to me. However I was never advised in terms of Rule 3.3.3 of the date when Vorster would give evidence. Accordingly my attorneys were not in attendance for Vorster's evidence on 30 January 2019. However my attorneys did in the interim call for Vorster's affidavit as set out below.
22. On 22 January 2019, my attorneys received a letter from Mabunda Inc. (the attorneys of record for the Commission) containing a defective Notice in terms of Rule 3.3. in respect of Agrizzi's evidence. My legal representatives immediately alerted the Commission to the error and an amended Rule 3.3 Notice was emailed to my attorney on Wednesday 23 January 2019.
23. On 25 January 2019, my attorney addressed a letter to Mabunda Inc. requesting *inter alia* a copy of Vorster's affidavit.
24. On 30 January 2019, my attorney received a response from Mabunda Inc. informing us *inter alia* that Vorster was currently testifying at the Commission, and on 6 February 2019, I was furnished with a copy of Vorster's affidavit per email from Mabunda Inc.
25. On 7 February 2019 my attorney addressed a letter to Mabunda Inc. informing the Commission that I intended making application to the Commission in terms

K.W. - 

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of Rule 3.3.6 in relation to Agrizzi. It was also pointed out that I had not been furnished with a Rule 3.3 Notice in respect of Vorster but had nonetheless been implicated in the live testimony of Vorster, and intended making application in terms of Rule 3.3.6 in respect of Vorster too. In the same letter my attorney requested an extension to submit a statement in respect of both Agrizzi and Vorster to the Commission.

26. It has been a mammoth task to prepare my statement having regard to documents, records and bank statements dating as far back as 10 years.
27. As appears above, I immediately upon learning of my being implicated took special leave to commence assembling my evidence and defence. I took a total of three weeks special leave. I had to reacquaint myself with relevant documentation in my personal archives in addition to identifying other sources for records and information. This included banking and accounting records and Bosasa records where possible.
28. My business banker informed me that the bank keeps historical records for a period of 5 years only. However, through the assistance of Bizdirect at Standard bank I was able to obtain bank statements for the last 10 years. The historical bank statements were only sent to me via email on 20 February 2019.
29. It is also important to note that my accountant, during the period to which the false allegations relate, passed away during 2015. This made it even more

L. W. J.

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difficult to obtain records and documentation.

30. I then procured the services of an independent accountant, namely FullServe Chartered Accountants, who only sent the information required by my attorneys to finalise my statement to me on 25 February 2019.
31. My attorney wrote to Bosasa which provided the WG Wearne and RTC records.
32. As a result of the aforementioned, my attorneys and counsel have only been available to finalise my affidavit on 25 February 2019.
33. I submit that my explanation for the time lapse and noncompliance with Rule 3.4 is fully and frankly explained. I have not purposefully delayed submission of my application and statement.
34. The effective delay ought with respect to be measured from the time I received a copy of Vorster's affidavit on 6 February 2019. 14 calendar days from 6 February was 20 February 2019. That means my application and statement is submitted to the secretary approximately 6 days out of time which I submit in all of the circumstances is not material or prejudicial to the Commission, the witnesses or the interests of justice. On the contrary I submit with respect that the interests of justice dictate that the submission of my application out of time be condoned.
35. I respectfully submit that I have at all times intended to cooperate and have as

K. u. i.

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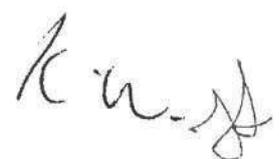
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far as possible cooperated with the Commission and conducted myself within its rules and directives.

36. Lastly I submit that what is set out below challenges and refutes the evidence of the two witnesses. I submit with respect that at the very least my statement shows real prospects that the witness's testimony is not reliable and falls to be rejected. Furthermore my application lays a proper basis for leave to be granted to me to cross examine the two witnesses.
37. Wherefore I pray that condonation be granted as prayed in my Notice of Motion.

#### E. MEDIA

38. I have authorised three media releases since I learned of the allegations against me, namely that released on or about 23 January 2019 a copy of which is annexed marked "KW1", that released on or about Monday 28 January 2019 a copy of which is annexed marked "KW2" and that released by Armscor on 15 February 2019 a copy of which is annexed marked "KW3".
39. The purpose of the first two media releases was a necessary response to requests from the media to comment, and to commit myself at the earliest opportunity to defend my name and reputation and to submit myself to the scrutiny of the Commission. The purpose of the third media statement was for the benefit of Armscor and the defence sector.



A

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40. I submit that notwithstanding the leaking of Agrizzi's statement to the media and my own need to defend myself in the court of public opinion, I have refrained from doing so, save to deny the allegations and for the content of the media releases.

#### F. INTRODUCTION

41. Since 1 May 2015 I have served as the Chief Executive Officer of the Armaments Corporation of South Africa SOC Limited ("Armcor") at Pretoria.
42. Until 15 February 2019 I was serving out a six month notice period having resigned from Armcor on 30 October 2018.
43. On 15 February 2019 I stood down as CEO of Armcor - making myself available to Armcor during the remainder of my notice period ending 30 April 2019.
44. I wish to point out at this juncture that there have never been any dealings whatsoever between Armcor and Bosasa.
45. During my tenure as CEO, Armcor has remained a well governed institution. I believe my contribution to strategically repositioning Armcor over the last four years bares testimony to my integrity and ability. Over my tenure, three clean audits and one unqualified audit were achieved at Armcor. This speaks volumes in relation to good governance and an unwillingness to submit myself to

L. W.  
2018

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self-interest and corruption.

46. At no stage during my employment at Armscor did Watson or Bosasa attempt to exploit their historical relationship with me. No contacts exist between Armscor and Bosasa.
47. Agrizzi however did attempt to exploit my position at Armscor. After I had been appointed as the CEO of Armscor, Agrizzi's son Giancarlo Agrizzi, requested a meeting with me on 10 September 2015 which was then cancelled. I refer to annexure "KW4". Agrizzi informed me thereafter that his son, who was still a university student at WITS, wanted to advise Armscor and the Department of Defence on defence and security policy. After I was made aware of the intention of the meeting, I refused all further requests from Agrizzi or his son to meet with me, given the inappropriateness of the request.
48. In regard to why Agrizzi would want to implicate me in the alleged corruption at Bosasa, I am of the firm conviction that he wants me destroyed due to my historical relationship with the Watson family, and because I dared to question his character and value system from the onset.
49. In Petrus Venter's affidavit prepared in May 2018, and revealed on Carte Blanche on 03 February 2019, Venter revealed Agrizzi's plan to destroy Watson and Bosasa. I refer to Petrus Venter's affidavit and the master plan attached thereto, which are attached hereto marked "KW5" and "KW6" respectively.

K. W. J.

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50. I believe the commission should investigate this "*plan*" so as to properly understand Agrizzi and Vorster's motivation behind their testimonies.
51. Annexed hereto marked "KW7" is an abridged version of my *curriculum vitae* which includes all relevant personal information.
52. I wish to highlight the following. I was a founding member of the Coega Industrial Zone and Deep Water Port my tenure during the period 1995 to 1998 as the CEO of the Port Elizabeth Regional Chamber of Commerce and Industry ("*PERCCI*"). During the period 1999 to 2002 I was the CEO of the South African Chamber of Business ("*SACOB*") during which I blew the whistle regarding the manipulation of the South African Rand which led to the so called "Rand Commission of Enquiry" under then Judge President John Myburgh. During this period I was also awarded a professorship *extra ordinaire* by the Port Elizabeth Technikon now the Nelson Mandela Metropolitan University ("*NMMU*"). Subsequently other positions included: economic advisor to the Premier of the Eastern Cape Province and special turnaround advisor to the Minister of Home Affairs. I have served on numerous boards of Directors including those of listed companies.
53. I submit with respect that I have a reputation for not being self-serving. I demonstrate this as follows. After my testimony at the Rand Commission as a whistle-blower it was the view of the business community at large, as articulated by FNB economist Cees Bruggemans, that I had made myself unemployable.

K. L. J.

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This was the case even though I had robustly resisted corruption and market delinquency and was entirely vindicated. I always knew this could be a consequence.

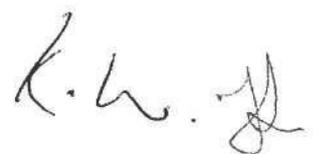
54. I verily believe that I have a good name and an untarnished reputation of honesty and integrity in South African society. My reputation has been unnecessarily and maliciously impugned. If I am not given an opportunity to defend myself against the allegations made, I will suffer irreparably damage. The impact of what are with respect malicious and fabricated allegations has been severely prejudicial to me and will continue to be so for many years to come.

55. It goes without saying that I have no choice but to defend my good name and reputation and to mitigate the prejudice to me and my family (also my 86 year old mother) and to demonstrate that the allegations are false and cannot be relied on.

#### **G. DISPUTED ALLEGATIONS**

56. The disputed allegations are found firstly in the affidavits of the witnesses and secondly in a small part of their oral evidence before the Commission. By dealing with the relevant parts of the affidavits I also deal with their oral evidence.

57. The relevant parts from the affidavits are as follows: -



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Affidavit of Agrizzi: -

57.1. Paragraph 43 under the heading "*Kevin Wakeford and George Papadakis*": -

"43.

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

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

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

43.4 *Kevin Wakeford approached Gavin Watson whilst we were undergoing a major SARS investigation. Kevin Wakeford told us that George Papadakis could resolve all the issues at SARS. Bosasa entered into an agreement with Kevin Wakeford to pay him the amount of R100 000.00 per month as a fee for providing services in relation to the SARS investigation.*

*K.W.A.*

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43.5 *Kevin Wakeford had made an arrangement with Gavin Watson that Bosasa would provide both wet and dry cement to a property in Meyersdal which was owned by George Papadakis. Frans Vorster would receive orders on a weekly basis in this regard and often complained to me of the wastage of costs. Some of the relevant delivery records are available.*

*(sic)*

57.2. Paragraph 44 under the heading "*Department of Home Affairs – Lindela renegotiations*": -

*"44.*

44.1 *The Lindela Repatriation Centre is a facility owned by Bosasa Properties (Pty) Ltd, a subsidiary of Bosasa. Lindela is managed by Bosasa. It is a facility for the detention and repatriation of undocumented migrants. This takes place on the authority of the Department of Home Affairs (DHA). The tender for the management of Lindela were granted by DHA to Leading Prospect Trading (Pty) Ltd, another subsidiary of Bosasa.*

44.2 *At the time the Lindela contract was under review by the DHA. It employed Fever Tree Consulting for this purpose.*

*L. W. J.*

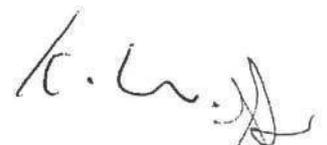
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*The person appointed by Fever Tree Consulting to conduct the review was Aneel Rahadkhrishna. Aneel Rahadkhrishna conducted negotiations with me to reduce the contract price. The Minister responsible (Nosiviwe Mapisa-Nqakula) had instructed the DHA to reduce costs at Lindela.*

*44.3 DHA wanted a review of the minimum-fee clause of the Lindela contract. Gavin Watson was concerned that it would affect the profits. Gavin Watson called a meeting with myself and Kevin Wakeford. It was decided that Aneel Rahadkhrishna would be 'managed'. Gavin Watson, Kevin Wakeford and Aneel Rahadkhrishna agreed on a deal. I was informed later by Rahadkhrishna that payment of an amount of R7,000,000.00 to him was discussed. The payment to Rahadkhrishna was intended to facilitate a renegotiation and extension of the contract that would benefit Bosasa.*

*44.4 The outcome was that the contract was extended for a further five years without the need for further tender processes and treasury approval. The price was reduced by R860,000.00 per month. However more favourable contract terms were included in the contract. The annual gross*



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value to Bosasa was in the region of R93 600 000.00.

- 44.5 At a stage I confronted Gavin Watson as Rahadkhrishna was annoyed that he had extended the contract period and he yet no payments were forthcoming to him as apparently promised. My concern then was that I could not understand why an agreement to pay Rahadkhrishna had been reached in the light of the reduction in the price of the contract amounting to R860 000 per month. I note that at this stage I had not yet examined the extended contract in detail.
- 44.6 Kevin Wakeford explained the benefits of the extended contract to Bosasa to me. An important benefit was that opposition to the contract on the part of opposition political parties and SCOPA had been mitigated.
- 44.7 Watson Watson's instruction was very clear. He said that Bosasa was not in a position to transfer a lump sum to Rahadkhrishna but would make a monthly retainer payment on production of an invoice.
- 44.8 Rahadkhrishna was not happy. He started putting in invoices in the name of a 'Wine Merchant Company' in Cape Town. I cannot recall the name or the exact details of the invoices. I think it was about R75 000.00 per month that

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*was invoiced. The payments were effected by Carlos Bonifacio.*

44.9 *I stopped the invoicing from Aneel Rahadkhrishna in 2015. The Bosasa group of companies was under severe scrutiny. I offered to help Rahadkhrishna with branding and marketing resources for his company "Akhile". I used this as an excuse for not making further payments to him. I told him payments would resume when the heat was off. I arranged that the internal design team of Bosasa to provide him services at no charge to re-brand his company and to design and create websites. Gavin Watson was informed."*  
(sic)

Affidavit of Vorster: -

57.3. Paragraphs 29 and 30 under the heading "Lindela": -

"29. *During 2008 I was introduced to Kevin Wakeford. He was always visiting Gavin Watson and he visited Head office often. During late 2009 Gavin Watson called me in and said that Kevin will speak to me and instructed me to him with the buying and delivering of wet and dry cement.*

30. *Kevin Wakeford came to me in my office at procurement.*

*K. W.*

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*He provided me with an address for delivery, at the Meyer Park Eco Estate in Meyerton. Kevin will also phone me with the amounts of cement that he would need. During the year we ordered wet cement from WG Wearne in Randfontein. This was to be paid before delivery took place. The dry cement was ordered from Randfontein Trading Centre where we had an account. I ordered truckloads full of dry cement that was delivered to Meyer Park Eco Estate. The value of wet and dry cement was just over R600 000.00. I understood that the person has assisted Bosasa with their SARS matter."*

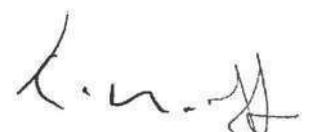
*(sic)*

#### H. AD AGRIZZI'S AFFIDAVIT AND ORAL EVIDENCE

58. I proceed to deal *ad seriatim* with the above parts of Agrizzi's affidavit, the commissioned version of which I have never seen, but I accept that what is set out in the commission's letter to me received on Wednesday 24 January 2019 is taken from his commissioned version thereof.

#### I. AD PARAGRAPH 43: THE WATSON FAMILY

59. It is important for me to give perspective of my relationship with the Watson family in light of the allegations made against me personally, as I believe it will

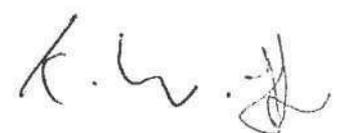


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provide a balanced understanding and more reasonable context.

60. My primary relationships are with Ronnie and Valence Watson.
61. My first knowledge of the family was through watching Cheeky Watson play rugby in my youth. Cheeky and the Watson brothers attended Graeme College, the same school I attended, and had represented the Junior Springboks in 1976.
62. Cheeky Watson removed himself from selection for the proposed and aborted Springbok Tour of France in 1977 in order to play non-racial rugby with his brothers in the townships of South Africa.
63. Given the Watson brothers' Christian background, well-known activist Mono Badela had requested them to join the non-racial rugby movement. Soon thereafter Chris Hani recruited the brothers into the underground of the ANC.
64. I met the Watson family in the mid 1980's as a student at the University of Port Elizabeth (now NMMU). I was recruited by the Institute for a Democratic Alternative for South Africa (IDASA), which the Watsons had helped generate ANC underground support for in the region. It was during this period that I was recruited by the Watson's into the ANC underground structures.
65. The Watson's were always opposed to multi-racialism, and promoted non-racialism. This is the Watson value system I know and understand, and with this perspective I consulted to Bosasa.



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**J. AD AGRIZZI'S PARAGRAPHS 43.2 AND 43.3**

66. These two paragraphs contain factually correct statements but are used to mislead by what follows. I give the following context in relation to my relationships with Bosasa and Agrizzi himself.

**K. MY RELATIONSHIP WITH BOSASA**

67. During the third quarter of 2006, I applied for an appointment as the Economic Adviser to the Premier of the Eastern Cape Province but I experienced a debilitating delay by the Department of Public Service Administration (DPSA) at a national level. In these circumstances I had to look for consultancy work in my broader network.

68. Valence Watson informed me that he believed that his brother Gavin Watson and the Bosasa group could benefit from my expertise. The expertise I possessed then and now include the ability to analyse the broader political economy nationally and internationally and to analyse ongoing strengths, weaknesses, opportunities and threats in the business context.

69. Pursuant to discussions with Bosasa and Watson, I was made an oral offer of a retainer of R50 000.00 plus Vat per month to provide on-going consulting services, which I accepted but through my consultancy Wakeford Investment Enterprises CC ("Wakeford CC").

K. W. J.

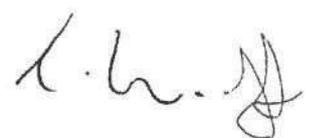
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70. In and about late 2006 my appointment came through as Economic Adviser to the Premier of the Eastern Cape Province. I disclosed my involvement to both parties and split my work time accordingly.
71. I was always impressed with Bosasa as an organisation in terms of its: accreditations, balance score cards (showing level and depth of economic transformation), broad based black economic empowerment (BBBEE) credentials, staff discipline, work ethos, staff countenance and morale. Bosasa's market advantage was that it was a truly transformed and competitive organisation. It was majority: black owned, black managed and black staffed. I was proud to be a part of it. I had no idea of Agrizzi's self-confessed "fifth column of economic cannibalism" (system within a system) and Watson's alleged corrupt activities. When the rumours regarding the SIU report started, management denied them with confidence given the above track record and the highly competitive nature of the services sector Bosasa operated in.
72. I terminated the consultancy agreement with Bosasa in April 2015 before I commenced as CEO of Armscor.

**L. MY RELATIONSHIP WITH AGRIZZI**

73. My relationship with Agrizzi was tenuous and unproductive from the very start. My appointment had been suggested by Watson directly, due to his personal experience with me, which I believe angered Agrizzi as he saw anyone who had

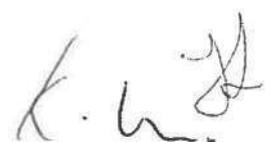


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a direct relationship with Watson as a threat to Agrizzi's own relationship with Watson and control of the business.

74. Sometime after meeting Agrizzi I expressed to Watson my concerns about Agrizzi's character and attitude. Bosasa was a growing Black Economic Empowerment business which could become a benchmark for how black economic empowerment principles could be successfully implemented. Agrizzi on the other hand appeared to view economic inclusion and Afrocentricity as a burden rather than a necessity.
75. For example during my tenure as a consultant to Bosasa, I spoke at a staff conference, at the Silver Star Casino Conference Centre, on good governance and my experiences at the Rand Commission. After my presentation Agrizzi made a snide remark about how I was naïve and far too idealistic about African leadership. I perceived him to be a racist with no confidence in black management or leadership.
76. My belief at the time was subsequently confirmed. During 2018 City Press published a sound clip on their website of a 23 minute recording of Agrizzi made on 24 August 2018. Parts hereof were played during Agrizzi's evidence before the commission.
77. In the recording Agrizzi says about black men, that they "*steal, they loot, they rape, they destroy*", confirming Agrizzi's view of the black community in general.



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78. Agrizzi then referenced a friend of his, saying that he was *"not a racist, he's a realist"* for his view on black economic empowerment, that he would not *"let a bloody k\*\*\*\*\* run"* his business. This confirmed Agrizzi's own view on black economic empowerment.
79. This is in stark contrast to what Agrizzi said at the commission, where Agrizzi said that *"the country was changing for the better, and we saw that BEE credentials played a major role"*.
80. Given my views on Agrizzi, and our consequently antagonistic relationship, Agrizzi went about marginalising me in terms of the company's activities. Agrizzi established himself as the *de facto* CEO of Bosasa by approximately 2008. He demanded that all requests and communications go through himself personally, whereas when I had commenced my consultancy with Bosasa in late 2006 my interactions had been with Watson directly.
81. It was evident that Agrizzi had an unhealthy obsession with Watson, and he was a remarkable gate-keeper of Watson, the *de jure* CEO. This is demonstrated in the sound clip where Agrizzi says that he holds no animosity towards Watson and that he loved Watson like his own father, while speaking to *inter alia* Watson's children.
82. After the aforesaid, Agrizzi went on to say that what would *"make (him) even happier now"* is if they *"take the whip"* to the black directors of Bosasa and fire

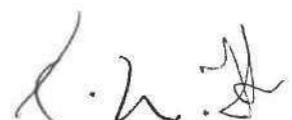


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them". Agrizzi was stating that the black directors were irrelevant and an unnecessary cost.

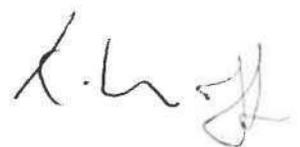
83. Agrizzi informed me that he himself controlled Watson's email account, and I may as well email Agrizzi directly. Agrizzi insisted that he also attend meetings Watson went to.
84. Effectively he built a moat of institutional control around Watson's activities. As Chief of Operations, Watson empowered Agrizzi with operational autonomy and control over Bosasa's activities. My attendance at meetings and my visits to the Bosasa head office became limited given that Agrizzi demanded all interactions had to be with himself personally, and I did not have a good working relationship with him.
85. I was excluded from meetings I previously would have been asked to attend, and I was rarely requested to assist with projects that previously I would have added strategic and technical input into. I ended up meeting Watson and the black management and directors off-site over dinner or breakfast, and at my office when my advice was required. This was done to avoid conflict with Agrizzi.
86. In the result my involvement in Bosasa affairs was very limited from approximately mid 2008 onwards. In fact I never increased my consultancy fee during the entire eight and a half years of tenure as I was involved less and less from approximately mid-2008 and my contributions were infrequently called for.



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87. In retrospect I realise that Watson made no attempt to insist on my involvement.
88. I became aware of ongoing tensions between Agrizzi and the directorate of Bosasa, all of whom were black South Africans, with the exception of Watson. I believe the directorate had grown weary of Agrizzi's lack of accountability, and continued indifference to the authority of the board. Agrizzi would on occasion express that the board did not have the knowledge and understanding that he personally had of the industries in which Bosasa operated, and as such his views should not be questioned.
89. Although I had no evidence at the time, I believed that this was merely Agrizzi's attempt to disguise the fact that he despised falling under the authority of a black directorate. My views were confirmed, in the same recording made of Agrizzi mentioned above, where Agrizzi said in reference to the black directorate, that *"those k\*\*\*\*\*s have done nothing for (Watson Watson)"* as well as the words *"I see the board as dysfunctional"*. He then said, *"I will personally go into that company, with or without permission, and I will f\*\*\* each of those k\*\*\*\*\*s out there"* and *"that k\*\*\*\*\* just needs a good hiding"*.
90. His personality and character traits never adjusted to the vision that Bosasa as an organisation aspired to, one of empowerment and inclusivity.
91. Lastly I state that Agrizzi would at times deliberately delay the payment of my consultancy fee, or not pay me at all, forcing me to have to play catch up later. It



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was only in those circumstances that my close corporation would receive R100 000.00. I specifically deny that I was ever paid anything other than my consultancy fee of R50 000.00 except for a few instances of extra time reasonably billed and reimbursements of expenses such as subsistence and travel incurred on Bosasa's behalf.

**M. AD AGRIZZI'S PARAGRAPHS 43.4 AND 43.5**

92. The content of these paragraphs is a blatant fabrication and denied in its entirety.

**N. AD AGRIZZI'S PARAGRAPH 43.4**

93. The allegations made by Agrizzi in paragraph 43.4 of his affidavit to the commission are false. No such meeting ever took place with myself, Watson and Agrizzi, and I deny ever saying to any party whether within Bosasa or otherwise that George Papadakis could resolve issues at SARS.

94. No agreement for the provision of services in relation to SARS investigations between myself and Bosasa ever existed. No agreement between myself and Bosasa for R100 000.00 per month ever existed either.

95. At no stage was I ever paid R100 000.00 per month whether to assist with SARS investigations or at all. This can be confirmed by my financial records which I tender upon request as annexing same would make this statement



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unnecessarily prolix. I refer to a letter annexed marked "KW8" from an independent accounting firm FullServe Chartered Accountants which I recently appointed to analyse three different sources: namely 1. my CC's bank statements going back to Early 2009 until termination of services in April 2015; 2. Bosasa's ledger of payments to my CC from 2007 until 2015; and 3. My invoices and ledger of receipts of payment during that period. The letter confirms *inter alia* that I received a monthly retainer of R50 000.00 plus Vat and on the few occasions when payments received exceeded R50 000.00 they either related to expenses incurred on Bosasa's behalf or arrears payments of my monthly retainer.

96. Regarding the allegations relating to SARS by Agrizzi and the period referred to by Vorster (late 2009 to late 2010), I have confirmed with Bosasa, that no Engagement (investigation or audit) from SARS with Bosasa was initiated during that period. Apparently the only Engagement letter Bosasa received from SARS during this period was on 18 August 2010, and the consequential information request sent by SARS is dated 23 March 2011 per annexure "KW9".

O. **AD AGRIZZI'S PARAGRAPH 43.5**

97. Save as set out below the allegations in respect of the cement herein are denied.

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**P. AD VORSTER'S AFFIDAVIT AND ORAL EVIDENCE**

98. At this juncture I turn to deal with Vorster's evidence which relates to the content of Agrizzi's paragraphs 43.4 and 43.5.

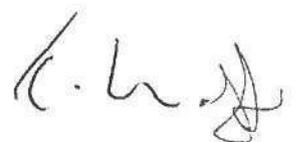
**Q. AD VORSTER'S PARAGRAPHS 29 AND 30**

99. As regards Vorster's allegation in paragraph 29, that in 2008 he was introduced to me by Watson, I state that I do not believe that I have ever met Vorster. I do believe I would have spoken to him telephonically.

100. In paragraph 30 of Vorster's affidavit, Vorster asserts that I went to see him in "*his office at procurement*", and that I provided him with a delivery address in Meyerton. I repeat that I have no recall of ever meeting Vorster.

101. Vorster testified that I requested him to order and deliver wet and dry cement in late 2009, and this continued "*over a period of a year*" until late 2010, for a person who had "*assisted Bosasa with their SARS matter*". He states similarly in his affidavit: "*I understood that the person has assisted Bosasa with their SARS matter.*" As pointed out above the only "SARS matter" I am aware of, came after the period to which Vorster referred. Further to what is set out above, I deny this.

102. According to Vorster's affidavit wet cement was ordered from WG Wearne in Randfontein, and the dry cement was ordered from Randfontein Trading Centre (RTC) to be delivered to a specific address at Meyer Park Eco Estate in



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Meyerton. I have obtained from Bosasa an extract from their accounting records of all purchases from WG Wearne and RTC for the period referred to by Vorster, being late 2009 to late 2010. These records obtained are annexed marked "KW10".

103. The records confirm that no purchases were made from WG Wearne post July 2009, and this was confirmed by Bosasa with WG Wearne directly as well.

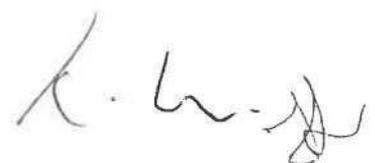
104. As regards RTC, the records show that the total purchases by Bosasa from RTC over the period September 2009 to August 2010, were in the region of R63 000.00. These were total purchases of all materials by Bosasa from RTC for the entire group of companies. I refer to these RTC records annexed marked "KW11".

105. Vorster's allegation that R600 000.00 worth of cement was delivered from late 2009 until late 2010 from both WG Wearne and RTC, is directly refuted by the records and documents attached. Any orders for cement that may have been placed through Vorster, cannot be for the amounts as alleged by him.

**R. AD AGRIZZI'S PARARAGRAPH 44**

106. Once again Agrizzi infuses truth with falsity and fabricates allegations both direct and implied. Accordingly it is necessary for me to give context.

107. In 2007 the Home Affairs Turnaround Project ("Turnaround Project") was

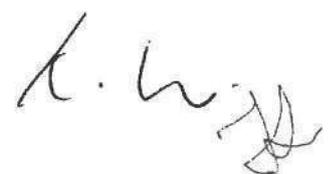


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implemented, involving large-scale restructuring of the Department of Home Affairs ("DHA" or the "Department"). FeverTree Consulting (Pty) Ltd ("FeverTree") was contracted by the Department to determine the scope of the Turnaround Project, and identified a comprehensive set of transformation projects for the Department, including reviewing and renegotiating existing contracts.

108. In early 2007 I was contacted by the Minister of Home Affairs who requested me to oversee the then envisaged Turnaround Project. This project was endorsed by Cabinet, given the ongoing crisis within the department.
109. Due to a lack of senior leadership, numerous suspensions within the department, a legacy of poor infrastructure and IT systems, as well as a poor governance environment, FeverTree, the local partner of AT Kearney was appointed. AT Kearney were highly regarded due to their previous success within the public sector in South Africa, and internationally through their successful execution of home affairs related projects in USA, Belgium, and the Netherlands.
110. I informed the Minister at the time that I was providing consulting services to the Premier of the Province as well as advising the Bosasa Group of Companies.
111. My appointment as Ministerial Turnaround Adviser was through Wakeford CC. This lasted for 2 years and ended the month before the 2009 General Elections.

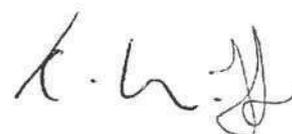


36

- 32 -

As stated above I continued to consult to Bosasa and other clients in the private sector until April 2015.

112. During the Turnaround Project new and improved SLAs were negotiated with all key suppliers to the Department, including Sita, Telkom, SAPO, XPS/Skynet, Nthwese/Double Ring, GPW and Leading Prospects Trading CC (Lindela Repatriation Centre). Of these suppliers, only Nthwese/Double Ring and Lindela had contracts in place. All other contracts had expired or did not exist with DHA.
113. At all material times whether in relation to Bosasa or any of my clients, I was mindful of possible conflicts of interest and without exception made full disclosures and recused myself from any decisions involving or relating to my clients.
114. I was the Minister's turn around advisor and programme manager and indeed at the helm of the Turnaround Project, however I oversaw 55 mini projects and seven work streams but was monitoring performance of these against contracted deliverables. I was at no stage whatsoever involved in the Lindela contract review.
115. I never attended or took part in any meeting with Agrizzi and Watson concerning the renegotiation of the Lindela contract with the Department, FeverTree or Aneel Rahadkrishna ("Rahadkrishna"). I have also never been a part of any discussion where *"it was decided that Aneel Rahadkrishna could be 'managed'"*.



37

- 33 -

I deny I would ever make a statement like that about someone in the context of fraud or corruption.

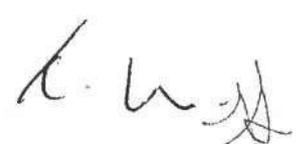
116. I have never been a party to any "deal" with Rahadkrishna that Agrizzi alludes to in his affidavit or at all. I have never been party to, nor am I aware of any discussion where a payment of R7 million to Rahadkrishna was discussed. I was never party to any discussion with Agrizzi where an extension of the Lindela contract was discussed.

117. Agrizzi would have met Rahadkrishna at the respective negotiation sessions between DHA and Bosasa. Rahadkrishna was merely part of that process as a support consultant to the DHA Team and he had no individual influence.

118. In reference to Agrizzi's assertions in para 44.4, as mentioned above I was not a party to any discussions around the Lindela contract, however the Report of the Accounting Officer in the 2007/2008 Annual Financial Statements of DHA, stipulated that negotiations around the Lindela contract were successfully concluded in January 2008, which resulted in direct savings of R7.7 million per annum to the Department.

119. As support consultant working with DHA officials Rahadkrishna was only one member of a team responsible for negotiating this saving.

120. The annualised savings amounted to R 7,68m per annum. Ironically it is rather close to the R7 000 000.00 Agrizzi alleges as a bribe.



38

- 34 -

121. Further cost savings of R68m on the remainder of the Lindela contract were negotiated for the Department as detailed in the Annual Report of DHA for 2007/2008. Additional potential future cost savings of R112m were also negotiated as detailed in the Review of the Asset Valuation of the Lindela Contract. Further costs savings of R368m could be realised when the department reduced its availability requirements based on the revised deportation strategy to be implemented by the Department, which would reduce the facility requirement from the original 4 000 capacity requirement.
122. The Annual Report further highlights, that management reviewed the financial implications of the Lindela contract, and was satisfied that it met the Department's requirements, and that no fruitless and wasteful expenditure was being incurred as a result of the terms of the contract.
123. Furthermore, in addition to the cost of the contract decreasing immediately, if the contract was extended at the sole discretion of the Department, the cost would be further reduced by an additional R1.8m per month. The Department was given a CPIX adjustment holiday for 6 months, Bosasa would provide medical facilities at no additional cost to the Department, administration facilities would be upgraded at Bosasa's cost, the Department would have a right of first refusal to purchase the Lindela facility at market value, and Bosasa would improve their current levels of service. The contract review period was also extended from 3

39

- 35 -

years to five years, and not the contract period by years as alleged by Agrizzi. This was all detailed in the Lindela contract review.

124. Further, the contract was in place between the Department and Bosasa at the time of review and 2 years had already lapsed and this did not require National Treasury approval as alleged by Agrizzi. The review provided that prior to the original 10 year lapsing, the Department could either review, cancel or extend the contract. This was at the discretion of the Department and not the Consultants as alleged by Agrizzi.
125. The effect of the negotiations and review was to bring the cost per capita to the Department down to only 35% of that of the cost per capita of similar services provided at Private Prisons and the Department of Social Services as addressed in the Lindela Negotiations Outcomes review. Agrizzi's allegations of corruption are preposterous.
126. Para 44.6 of his Agrizzi's affidavit is false. I at no time had any discussions with Agrizzi about the benefits of an extended Lindela contract, nor about the mitigation of opposition to the contract from opposition political parties and SCOPA. However, as detailed in the Report of the Accounting Officer, two SCOPA meetings were attended by the Department on 20 June 2007, and 20 February 2008 concerning the Lindela contract. On 20 June 2007 the Auditor General recommended that the contract be



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- 36 -

renegotiated, and this recommendation was made 6 months before negotiations commenced with Bosasa.

127. It is important to note that all FeverTree consultants operated at Home Affairs in a supportive capacity. They performed research and analysis followed by specific recommendations. All statutory powers remained vested in the Accounting Authority, being the Director General and his subordinates, in terms of the respective delegations of authority for the necessary approvals including procurement and contracting.
128. Significant outcomes from the Turnaround included; reduced turnaround times for identity documents from an average of 137 days to 44 days; reduced turnaround times for Passports from an average of 47 days to 23 days; an efficient new Customer Contact Centre answering 95% of calls in 20 seconds and resolving 90% of calls on first contact; and an annual saving of R80m realized in procurement.
129. Each payment for a deliverable achieved was signed off by 5 signatories before being submitted to the DHA responsibility manager, and thereafter the finance department for payment. This once again points to a rigorous governance process.

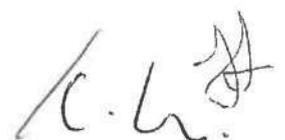


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- 37 -

**S. BRIEF SUBMISSIONS**

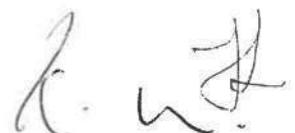
130. What I have set out above speaks for itself but I wish to make the following submissions.
131. I have denied all allegations implicating me in any wrongful, unlawful, corrupt or fraudulent conduct at all.
132. Neither Agrizzi nor Vorster have presented any evidence implicating me which that are able to properly prove or corroborate.
133. Each of the witnesses confess to being fraudulent and corrupt.
134. I respectfully believe that their attempts to implicate me are malicious and self-serving. In the case of Agrizzi he soon came to despise me for the reasons aforementioned. I believe his evidence is only intended to cause me reputational harm. In the case of Vorster I believe he is simply Agrizzi's sycophant or acolyte. His evidence in relation to me is clearly manipulated to suit Agrizzi's allegations.
135. I have disclosed my true relationship to Bosasa as a retained consultant at all material times.
136. My financial records refute the allegation that I was paid an agreed R100 000.00 per month for services to be rendered in relation to a SARS audit.



42

- 38 -

137. In the Period late 2009 to late 2010, to which Vorster speaks (Agrizzi does not specify a period and defers to what Vorster says) the only Engagement by SARS of Bosasa was on 18 August 2010 i.e. at the end of the period, leaving no material nexus between the period relied on and any audit. It was only hereafter that the so called "constant audits" by SARS occurred.
138. The records I have managed to obtain in regard to Bosasa's cement purchases in the period referred to by the witnesses refute the monetary amounts and cement quantities alleged and there is no reliable evidence to even suggest the allegations put forward.
139. Regarding Lindela I have fully disclosed my role in the Home Affairs Turnaround Project. Neither RahadKrishna nor I had any influence or powers to do as Agrizzi alleges. On the contrary Home Affairs and the national *fiscus* were the clear winners on multiple levels while Bosasa was negotiated down to a cost effective and less lucrative basis.
140. The allegations by the witnesses do not pass muster and fall to be severely criticized with or without cross examination.
141. The allegations and my being implicated has placed my entire career and future participation in all spheres of South African society at risk. The prejudice to me is simply incalculable.



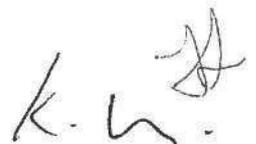
43

- 39 -

142. Without an opportunity to defend myself in the same commission, against the allegations made against me in this commission, the prejudice to me will be irreparable.
143. Reserving my rights, I persist in my relief for leave to give my above evidence *viva voce* and for leave to cross examine both Agrizzi and Vorster.

**T. CONCLUSION**

144. This has been a very difficult and painful period for my family and me. This also impacted on my former staff at Armscor and my broader relational network. However, I stand ready to continue contributing to the Republic of South Africa in whatever way or capacity. I have a deep love for this country and will never allow cheap politics and deception to constrain my commitment or motivation. I have no problem where crime is robustly confronted, but it is a great pity that corrupt people like Agrizzi and others are allowed to cause so much chaos with evil intent by drawing innocent citizens into the fray for malicious purposes. His deceitfulness and reckless lies about me will never stand the test of the legal system, nor will they sustain themselves in the court of public opinion.



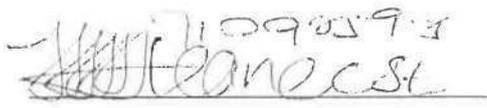
44

- 40 -



DEPONENT

THUS SIGNED AND SWORN TO AT PRETORIA ON THIS THE 25<sup>TH</sup> DAY OF FEBRUARY 2019, THE DEPONENT HAVING ACKNOWLEDGED THAT HE KNOWS AND UNDERSTANDS THE CONTENTS OF THIS AFFIDAVIT, THAT IT IS BOTH TRUE AND CORRECT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THAT HE HAS NO OBJECTION TO TAKING THE PRESCRIBED OATH AND THAT THE PRESCRIBED OATH WILL BE BINDING ON HIS CONSCIENCE.

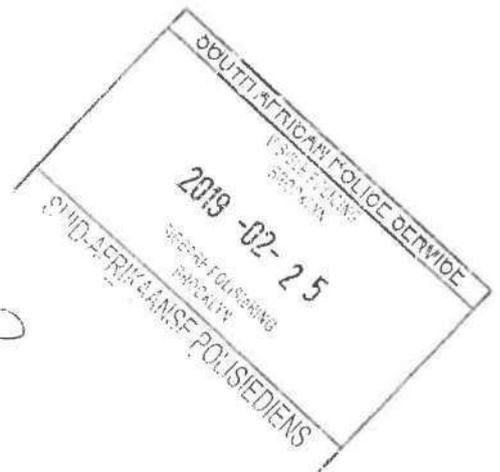


COMMISSIONER OF OATHS

FULL NAMES: JERRY TLEATHE

DESIGNATION: COMISSABLE

ADDRESS: 119 DUXBURY ROAD  
HILCREST



"KW 1" 45

Release issued by Kevin Wakeford in relation to State Capture Allegations

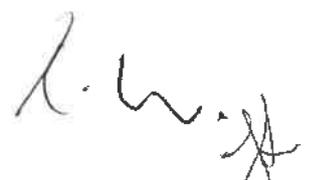
Kevin Wakeford first heard about his name been mentioned in documents relating to the Zondo Commission of enquiry late last week and confirmed such through his legal representatives on Sunday evening the 21<sup>st</sup> January 2019. He received written communication last night.

Wakeford together with his legal representatives are preparing a detailed submission spanning a decade or more. He indicated that he will cooperate with the Commission and adhere to the rules inter alia relating to interacting with the media.

He views Agrizzi's allegations as a gross fabrication and a web of twisted lies. He is of the opinion that Agrizzi is been deliberately dishonest and malicious due to ongoing conflict and tensions between the two.

Wakeford confirmed his friendship with the Watson brothers dating back to the mid 1980's where he learnt of their huge sacrifices for the achievement of a non-racial and democratic South Africa. "The Watson's were and still are dedicated and loyal supporters of the ANC. They lost their home due to arson committed by the former regime and their business was finally liquidated due to ongoing harassment from the state and the *establishment* of the time. They resourced hundreds of cadres when fleeing the country into exile" he said.

Wakeford also confirmed his professional relationship as a consultant to BOSASA spanning a period of 8 years. "I never hid my consultancy arrangement with BOSASA and disclosed my relationships to all organs of state and other organisations that I consulted to in order to avoid any conflict of interest. I recused myself from meetings where decisions related to BOSASA at all times. There is sufficient evidence to validate such" he stated. He said his role covered most aspects of the political economy.



46

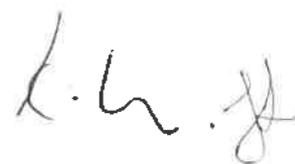
"Agrizzi did his utmost to alienate and marginalise me within the BOSASA context. Most of my interactions with BOSASA Directors and in particular Gavin Watson were off site. There was a time when my monthly retainer was suspended for almost an entire year without any notice. I attribute all these actions to Agrizzi" he said.

Wakeford said, "I have never attempted to influence SARS. In fact BOSASA have always complained about ongoing SARS audits and investigations for which I had no remedy. I am not a tax expert and I have never had any inclination to assist in that regard. Nor have I had any dealings on the Lindela Contract extension. My role at Home Affairs was to support the Turnaround Project as a Consultant. I had no power to amend, adjudicate or authorise contracts as I was not a public official at that time."

"I have been the ARMSCOR CEO since 1<sup>st</sup> May 2019. ARMSCOR has no contracts with BOSASA. In fact ARMSCOR has no contracts with any of the GUPTA linked companies either. We have achieved 3 clean audits and 1 unqualified audit during my tenure as CEO. I am committed to clear my name and request that all stakeholders exercise patience as I work with my legal team to prepare a comprehensive response" he said.

ENDS.

23<sup>rd</sup> January 2019.



"KWZ 41

Release issued by Kevin Wakeford in relation to State Capture Allegations

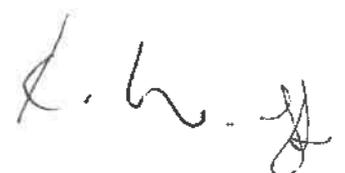
Kevin Wakeford was officially notified by the Commission secretariat last week that his name appears in papers submitted to the Commission.

Wakeford together with his legal representatives are preparing a detailed submission spanning a decade or more. He indicated that he will cooperate with the Commission and adhere to the rules inter alia relating to interacting with the media.

Wakeford believes in and respects the "rule of law" and the process of testing evidence to achieve a just outcome. He has requested the citizenry to be patient as he cannot comment on the substance of his submissions until it is considered by the Commission as per the ruling of Judge Zondo last Tuesday. He views Agrizzi's allegations as malicious, a gross fabrication and a web of twisted lies.

"I have sacrificed and dedicated much of my life to integrity and ethical leadership often to the detriment of my extended family. I was unemployable for an extended period due to my involvement in whistleblowing activities. The Commission into the Collapse of the Rand in 2002 and my support to the former Deputy Director General of the Department of Justice, Mike Tshishonga, during his damning whistle blowing revelations in 2003 and 2004 bare testimony to this. The award winning journalist and author Barry Sergeant's book on *The Assault on the Rand* is an excellent record of both these matters" he said.

Wakeford confirmed his friendship with the Watson family dating back to the mid 1980's where he witnessed their huge sacrifices for the achievement of a non-racial and democratic South Africa. They resourced hundreds of cadres when fleeing the country into exile at that time and remain staunchly committed to non-racialism to this day" he said.



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He indicated that it is common knowledge that they lost all their possessions at the time due to ongoing harassment from the state and the wider establishment of the time. "There were times where I supplied the Watson family with food parcels and money to sustain them – such was my relationship with the family" he said.

Wakeford also confirmed his professional relationship as a retained consultant to BOSASA spanning a period of 8 years. "I never hid my consultancy arrangement with BOSASA and disclosed my relationships to all organs of state and other organisations that I consulted to in order to avoid any conflict of interest. Prior to my tenure at Armscor, I recused myself from meetings concerning decisions relating to BOSASA at all times. There is sufficient evidence to validate such" he stated. He said his advisory role covered a broad range of matters ranging from strategy, public policy, political analysis, media analysis and consideration of possible business opportunities.

"I have been the ARMSCOR CEO since 1<sup>st</sup> May 2015. ARMSCOR has no contracts with BOSASA. In fact ARMSCOR has no contracts with any of the GUPTA linked companies either. We have achieved 3 clean audits and 1 unqualified audit during my tenure as CEO. I am committed to clear my name and request that all stakeholders exercise patience as I work with my legal team to prepare a comprehensive response" he said.

He confirmed that he had requested the Armscor Board to place him on special leave last Tuesday to allow him time to prepare his response and to give him time to clear his name. "One cannot expect Armscor employees to be led by a CEO whose integrity is been questioned in the public domain, hence the period of special leave" he said.

ENDS.

*28<sup>th</sup> January 2019.*



"KW3" 49



15 FEBRUARY 2019

## MEDIA STATEMENT

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### ARMSCOR APPOINTS ACTING CHIEF EXECUTIVE OFFICER

The Chief Executive Officer, Mr Kevin Wakeford tendered his resignation on the 30<sup>th</sup> October 2018. During his termination period allegations against him surfaced at the Zondo Commission of Inquiry. The CEO responded by requesting special leave to prepare his submission. After discussion at his request with the Acting Chairperson of Armscor and the Minister of Defence, it was agreed that the CEO will step down and would make himself available for Armscor matters during the remainder of his notice period ending 30 April 2019.

The CEO deemed it necessary to handle the matter this way in the interest of the ongoing stability at Armscor. He reiterated his view that Armscor is a well governed institution boasting 3 clean audits and 1 unqualified audit during his tenure. He reminded all that Armscor has no contract with Bosasa.

"I wish to thank the Minister, the Board of Directors, EXCO, the leadership of the SANDF, DOD, the South African Defence Industry (SADI) and Armscor staff for their ongoing support during very difficult times." stated Mr Wakeford. "It is my intention to clear my name but I believe it is unfair to lead the organisation whilst these allegations remain unresolved in the public domain" he further reiterated. The CEO looks forward to presenting his case at the Commission of Inquiry.

The Board wishes to thank Mr Wakeford for all his valuable contribution and wish him well in his future endeavours. The Board has today (15 February 2019) appointed Advocate Solomzi Mbada to act as a CEO in the interim. The Board wishes to also thank Advocate Mbada for accepting this responsibility and trust that all stakeholders will give him and the Executive Committee the necessary support. **ENDS**

#### ENQUIRIES

Ms Monde Süßmann

Senior Manager: Corporate Communications

E-mail: nomondes@armscor.co.za

K.W. #

"KW4"

**FW: Cancelled: Meeting with Giancarlo...**

**10** Thu Sep 10, 2015 8am - 9am (SAST)

**Thu** **Wake** **CEO's Boardroom**

**When** Thu Sep 10, 2015 8am - 9am (SAST)  
**Where** Kevin Wakeford, Kevin Wakeford <kevinwakeford1962@gmail.com> (kevinwakeford1962@gmail.com)...

[Add to calendar](#)

**Agenda**

Thu Sep 10 2015

No earlier events

8am **FW: Cancelled: Meeting with Giancarlo...**

No later events

- Forwarded message -----

**Kathy Neonakis** <KathyN@armcor.co.za>

in, 25 Jan 2019, 09:07

t: **FW: Cancelled: Meeting with Giancarlo Agrizzi**

in Wakeford <kevinwakeford1962@gmail.com> (kevinwakeford1962@gmail.com), Kevin Wakeford <kevin@wakefordenterprises.co.za>

iginal Appointment-----

**Kathy Neonakis**

**Friday, 04 September 2015 23:43**

**thy Neonakis; Kevin Wakeford**

**ct: Cancelled: Meeting with Giancarlo Agrizzi**

**: Thursday, 10 September 2015 08:00-09:00 (UTC+02:00) Harare, Pretoria.**

**e: CEO's Boardroom**

*[Handwritten initials]*

"KW4"  
50

"KWS"  
51

Petrus Stephanus Venter: States the following under oath in English

1.

I'm an adult male, ID 7101245040083, 47 years old and currently residing at, 19 Lindhout street, Noordheuwel, Krugersdorp with contact number: 0824629527. Currently employed by D'Arcy- Herrman Incorporated situated at number 269 Voortrekker road, Monument, Krugersdorp as a Tax consultant.

2.

On Tuesday the 8<sup>th</sup> May 2018 I was at my office working through all documents regarding African Global Group / Bosasa, I found one document (marked as attachment AA:1 to AA:6). This document with heading "Trigger 1st Feb 2018 Media Intervention" consists of six pages, details various flow diagrams and schematics of a well-structured plan, of what detailed actions must / will be taken as well as the result or effect it will have on African Global and Gavin Watson.

This document was handed to me by Angelo Agrizzi, either during one of the visits that he did to my office during Sep / Oct 2017 or at the meeting we had at his house during Nov 2017.

I know and understand the contents of the above.  
I have no objection to take the pre-scribed oath.  
I consider the oath to be binding on my conscience.

*[Handwritten Signature]*  
2018/05/18

18 05 2018  
ZNB maol  
ZNB maol  
118 Comm...  
Krugersdorp

SUID-AFRIKAANSE POLISIEDIENS  
2018 -05- 18  
KRUGERSDORP  
SOUTH AFRICAN POLICE SERVICE

*[Handwritten Signature]*

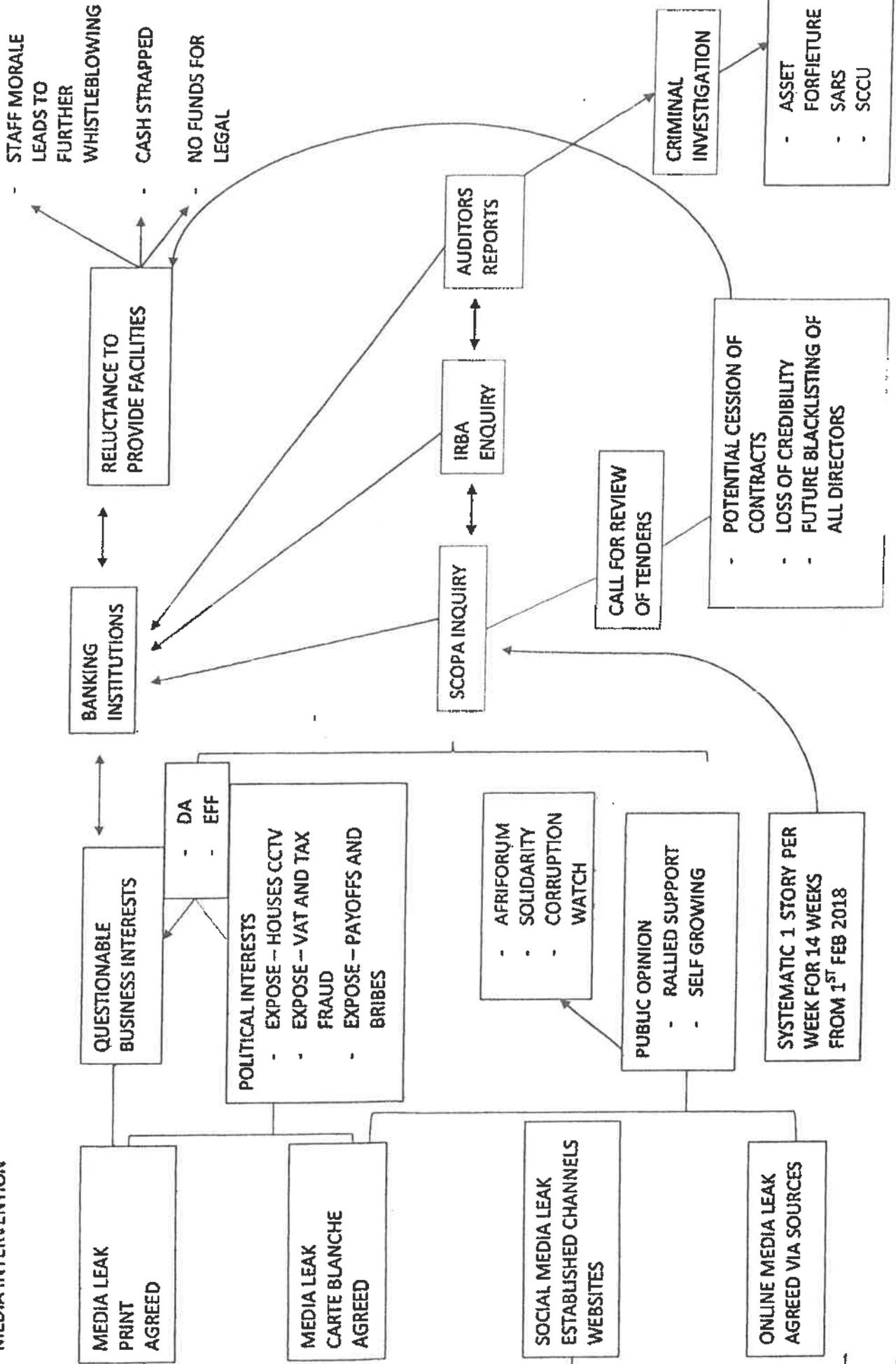
*Attachment: A:1*

"KW6"

52

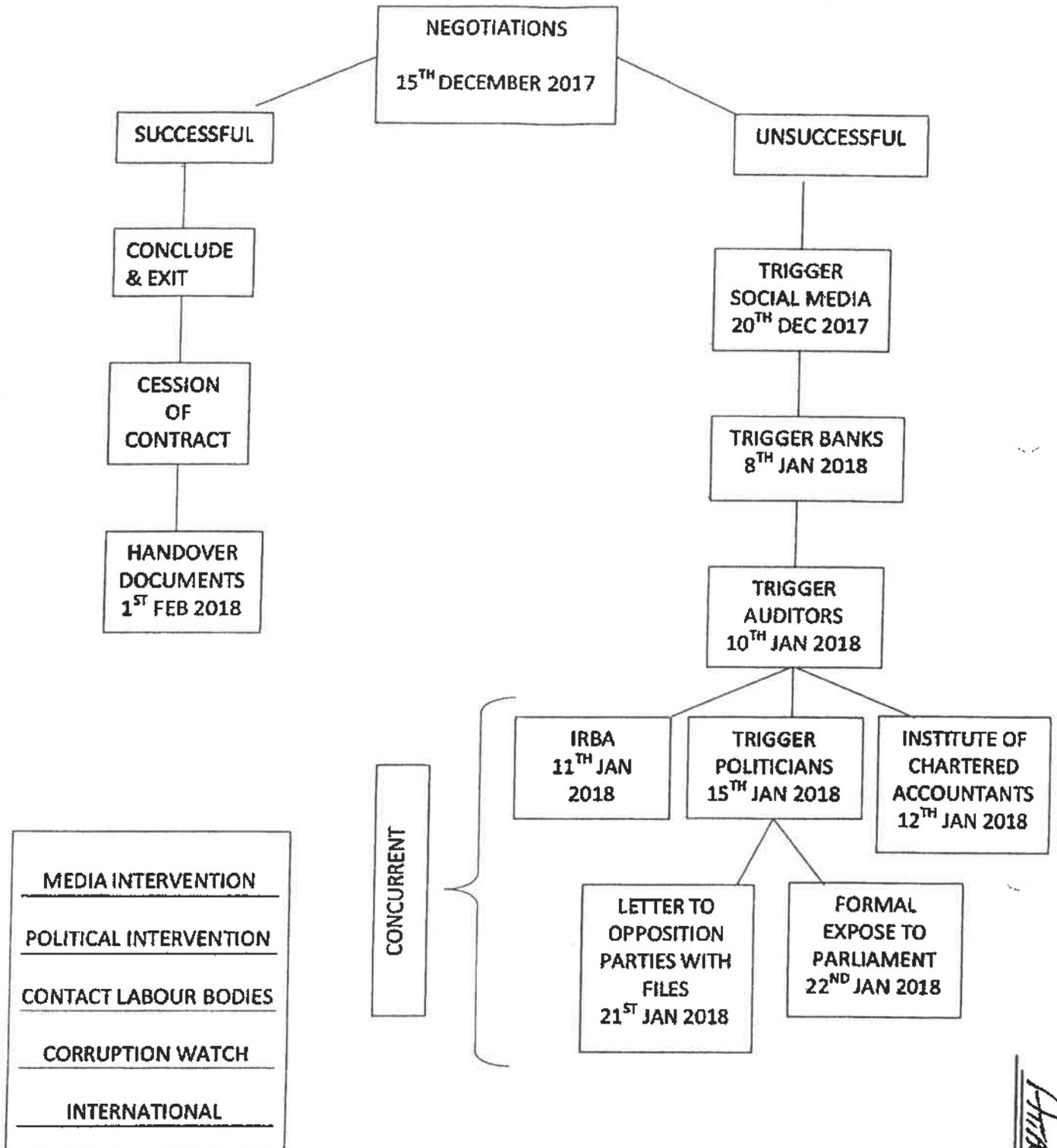
**NON-GOVERNMENTAL EXPOSE**

TRIGGER 1<sup>ST</sup> FEB 2018  
MEDIA INTERVENTION



*K.G.*

53

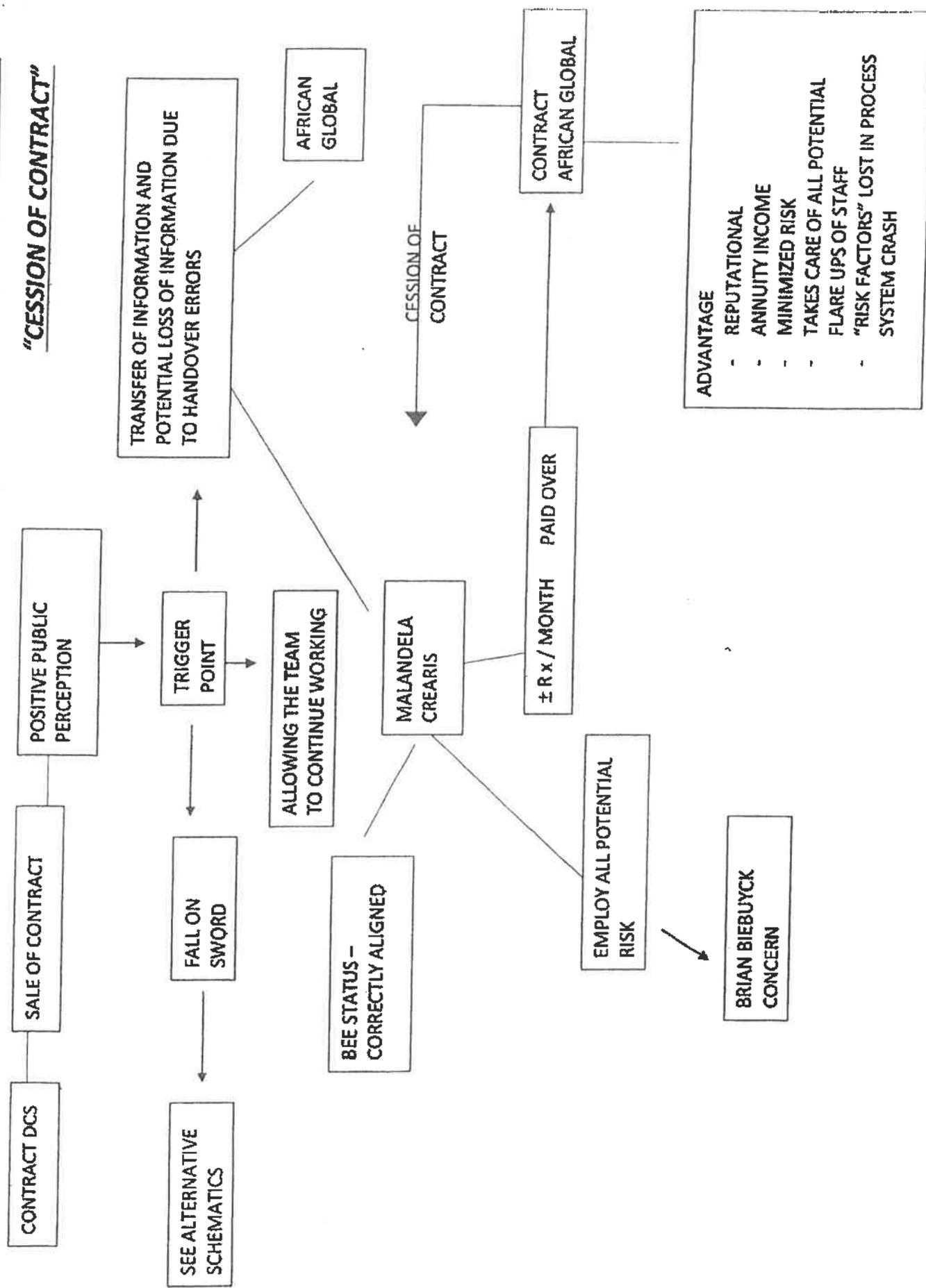


Attachment: AA:2

Handwritten initials and signature

*Attachment: AA: 3*

**"CESSION OF CONTRACT"**

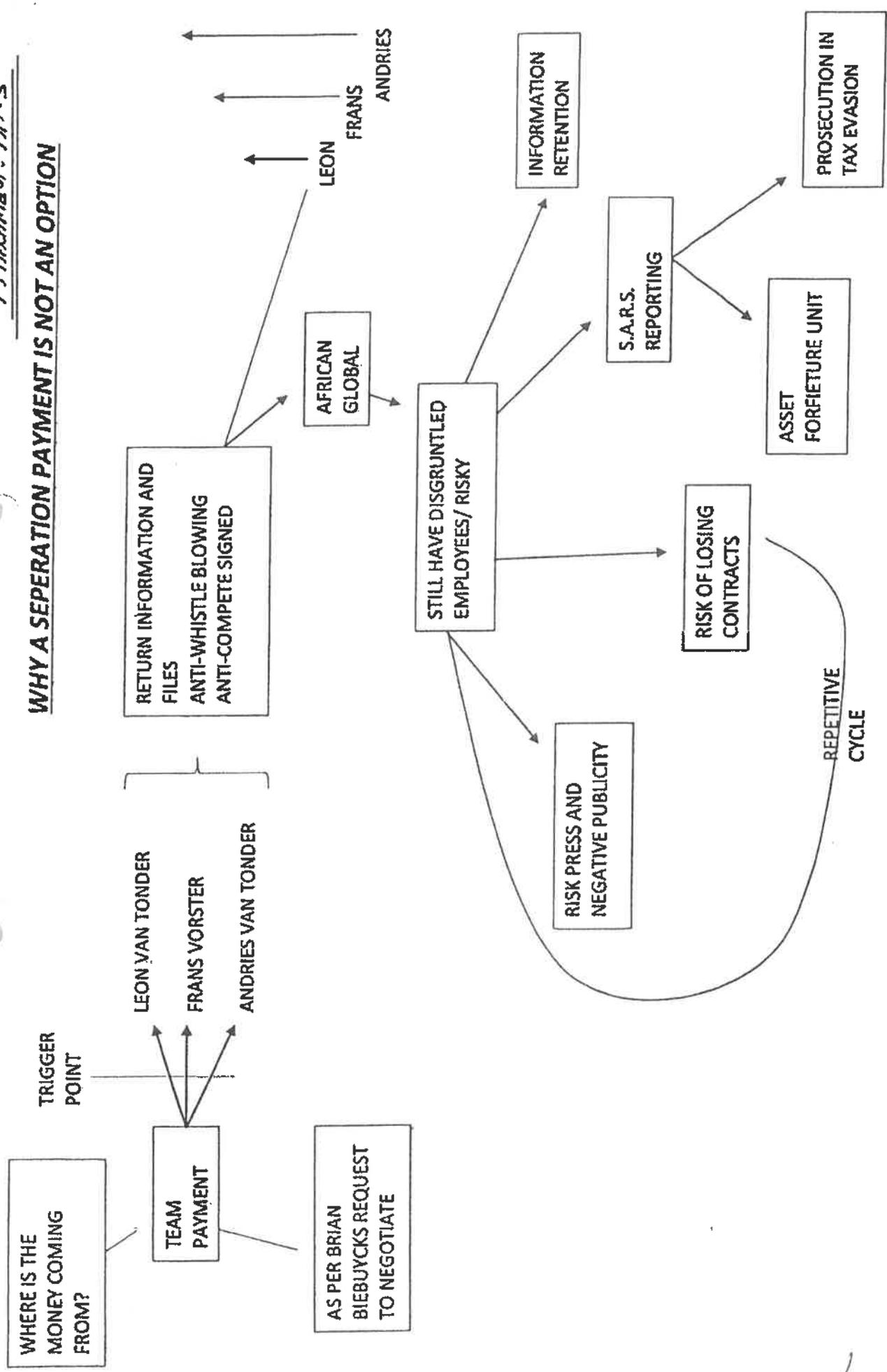


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*Handwritten signature/initials*

Attachment: AA:5

WHY A SEPERATION PAYMENT IS NOT AN OPTION



55

*L.W.*

56

**RAMIFICATIONS FOR BOSASA/ AFRICAN GLOBAL**

- I. PUBLIC SCRUTINY AND OPINION
  - FUTURE BUSINESS
  - REPUTATIONAL HARM -- MASSIVE MEDIA INTEREST
- II. EXPOSE:
  - PARLIAMENTARIANS
  - "BLACK" LISTING FOR TENDERS
  - SARS INVESTIGATION
  - LOSS OF EXISTING BUSINESS
  - LOSS OF "BANKING" FACILITIES
- III. CRIMINAL:
  - TAX EVASION
  - COLLUSION AND BRIBERY
  - MONEY LAUNDERING
  - RACKETEERING
- IV. DIRECTORATE:
  - SEQUESTRATION
  - BLACKLISTING
  - CRIMINAL RECORDS
  - NO FUTURE OF EMPLOYMENT
- V. RELATED:
  - NEGATIVITY TO FAMILY, INTEREST SUCH AS
    - o ROYALSTON
    - o SUNWORX
    - o WINDFARM

Ammanon: Af:6

l.v.  
H

"KW7"  
51

## Kevin Wakeford – Abridged CV, 22 December 2014

- Kevin was born in Port Elizabeth in 1962. His primary and secondary education was at Grey Junior, Graeme College and Muir College respectively.
- He graduated from the University of Port Elizabeth with a BA Cum Laude and BA (Hons) Cum Laude for which he was awarded Academic Colours in 1988.
- Kevin was also a co-founder of the Institute for the Resolution of Conflict in SA whilst a student. **Kevin was recruited by the ANC Underground Movement (ANC Security) whilst a 2<sup>nd</sup> year student in 1986.**
- In his earlier years, Kevin performed a key role in the foundational phases of the Consultative Business Movement (CBM), The Institute for a Democratic Alternative for SA (IDASA) and the Group Credit Company (NGO in the micro banking sector).
- He is a **former CEO** of the PE Regional Chamber of Commerce (1995/98) and the **SA Chamber of Business (SACOB – 1999/2002).**
- He was one of the **founding members of the Coega Initiative Company (1996)** and received Citizen of the Year in PE in 1997 for his achievements in establishing the multi-billion rand MEGA Project.
- Kevin was awarded a **Professorship (Extra Ordinaire)** by the PE Technikon (now Nelson Mandela Metropolitan University) in Managerial Economics in October 2000.
- Kevin was the **key instigator into the establishment of the Commission of Inquiry into the rapid depreciation of the Rand in 2001.**
- He has served on a variety of boards of listed and private companies including Simmer and Jack Mines (Johannesburg Stock Exchange) and First Uranium Corporation (Toronto Stock Exchange).
- He also served on the Boards of SA Biomedical (Former Chairman) and recently for Pholosang Black Economic Empowerment Resolution Services as an Independent non-executive Director. He served on the Audit, Remuneration and Governance committees of all the said companies.
- He also served as Chairman of the Board of Pride Holdings SA (subsidiary of Pride Holdings Dubai – **Multi Billion International Private Equity arm of the Dubai Royal family**) and Chairman of Simmer and Jack Ltd (Private Equity Company).
- Kevin has served as interim CEO of the Eastern Cape Development Corporation (2005), Economic Advisor to the Premier of the Eastern Cape Provincial Government (2006/07) and **Turnaround Project Adviser to the Minister of Home Affairs (2007/09).**
- He is a well-known columnist and commentator on matters of Public Interest
- He consults to the Private and Public Sector in the fields of Public Policy and Business Strategy. Kevin features as a key character in Barry Sergeant's most recently published book (August 2013) "The Assault on the Rand".

Y. L. W.

58

Wakeford has served as CEO of the Armaments Corporation of South Africa (ARMSCOR) since May 2015. He has performed a leading role in the transformation and sustainability of ARMSCOR and the entire defense economy. He initiated the Turnaround strategy of ARMSCOR in late 2015 which led to a stronger business and economic development focus of the Corporation. ARMSCOR has obtained three clean audits under his leadership. His thought leadership contributed to the formation of the Defense Industry Fund, the Defense Industry Strategy and the Defense Industry Charter.

He has repositioned ARMSCOR as a key catalyst for leveraging of defense assets in order to resource the implementation of the Defense Review policy imperatives. He has also played a significant role in alerting the policy makers on the strategic role the defense sector could perform in the innovation of new technologies and its broader potential in leading the Republic's entry into the 4<sup>th</sup> Industrial Revolution.

Wakeford has pushed hard for public recognition of the "peace dividend" that the Department of Defense has delivered on through its Peace Keeping role in Africa. He believes that Peace and Stability on the continent are fundamental to the future prosperity and development of Africa.

k. h.  
Jh

: 0861 444 222  
 Tel: +27 11 463 4790/4764  
 : 086 698 9190  
 ail: Info@fullserv.co.za

# FULLSERVE

## Chartered Accountants

"KW8"  
 Suite 218 Bryanpark Centre  
 40 Grosvenor Road & Cumberland Avenue  
 Bryanston  
 PO Box 70339, Gauteng, 2021

2019/02/20

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### Maphalla Mokate Conradie Inc

PO Box 4665  
 Pretoria  
 0001

### Purpose of the engagement

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

### Supporting documentation

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

### Procedures performed

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

10/2  
 H. Li.

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Conclusion

- Based on his education, appointments on various boards of companies and committees, former CEO of South African Chamber of Business. Mr K Wakeford had the necessary experience, skills, knowledge and expertise to offer independent consultation services to various entities requiring his services.
- Wakeford Investment Enterprises CC was a going concern and not a conduit.
- Services were rendered on a monthly retainer basis to the various other clients and not only to BOSASA Group.
- Rates and length of the retainers were negotiated beforehand.
- Invoices were raised mostly on a monthly basis and paid on presentation.
- When clients had a cashflow problem invoices would be held back (Not Raised), reversed (Credit Noted) and then raised later.
- Wakeford Investments Enterprises CC was not paid the R 57 000.00 retainer from December 2009 till May 2010 (6 months) and again from September 2010 till December 2010 (4 months)
- The payment of R 114 000.00 for the period January 2011 till October 2011(10 months) was for the current month plus the month which was not paid.
- The payment of R 114 000.00 on the 23 August 2010, was for August 2010 and for December 2009, etc.
- Once all the previous amounts were paid up, payments to Wakeford Investment Enterprises CC returned to R 57 000.00 per month from November 2011.
- It is clear from the figures that the escalated amounts of **R 114 000.00** were to catch up for the months that Wakeford Investment Enterprises CC was not paid the **R 57 000.00**

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



S Hajichristoforou

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



"KW9" - -

**ENFORCEMENT****AUDIT**

**Office**  
Megawatt Park

**Enquiries**  
Johan Klingenberg

**Telephone**  
011 602 4304

**E-mail**  
jklingenberg@sars.gov.za

**Facsimile**  
086 610 2072

**Room**  
Second Floor Block B

**Reference**  
9628003023  
4460166046

**Date**  
23 March 2011

The Public Officer

Phezulu Fencing (Pty) Ltd  
Private Bag 2002  
Krugersdorp  
1740

Attention: Mr Peet Venter

South African Revenue Service

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

Telephone (011) 602 2000

Website: [www.sars.gov.za](http://www.sars.gov.za)

Dear Sir

**VENDOR:**  
**IT REFERENCE NO.:**  
**VAT REFERENCE NO.:**  
**PERIOD(S) UNDER AUDIT:**  
**TAX TYPE:**

Phezulu Fencing (Pty) Ltd  
9628003023  
4460166046  
2007 - 2010  
Income Tax and VAT.

**TAX AUDIT: REQUEST FOR INFORMATION, DOCUMENTS OR THINGS**

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

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

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

*K. W.*  
*H.*

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- 7) Please indicate which general ledger accounts should be used to calculate the following amounts on the annual financial statements for 2007 - 2009:
- Loan, Receivables and Investments
  - Trade and other receivables
  - Borrowings
  - Trade and other payables
- 8) Bank statements indicating the balance on the following dates of all bank accounts held by Phezulu Fencing (Pty) Ltd
- 28 February 2007
  - 29 February 2008
  - 28 February 2009
- 9) Please explain differences found in respect of reconciliation done between income declared on VAT 201 and Income Tax returns submitted for the 2007 - 2009 years of assessment. (Please refer to attached schedules.)

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

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

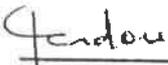
You are reminded that an employer is obliged, in terms of Section 73A of the Income Tax Act (as amended) and section 55 of the VAT Act to retain such records for a period of five years.

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

We thank you sincerely for your co-operation.

Yours faithfully,

  
\_\_\_\_\_  
**Johan Klingenberg**  
Audit Team Member

  
\_\_\_\_\_  
**Christopher Ndou**  
Audit Team Leader

for Commissioner: SARS



"KW19" 63

Voucher Number	Vendor Name	Vendor ID	Document Type	Document Date	Document Number	Document Amount
00101220	WEARNE READY MIX	WEA001	Invoice	2009/07/22	23362	4 651,20
00101222	WEARNE READY MIX	WEA001	Invoice	2009/07/22	23299	16 788,24
00101224	WEARNE READY MIX	WEA001	Invoice	2009/07/22	23300	20 518,94
0009654	WEARNE READY MIX	WEA001	Payment	2009/06/24	0009654	4 702,29
0010326	WEARNE READY MIX	WEA001	Payment	2009/08/31	0010326	41 958,38

*[Handwritten signature]*

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Wearne Ready Mixed Concrete (Pty) Ltd  
 PO Box 192  
 Randfontein  
 Gauteng  
 1759



Company Reg. No. :2007/029949/07

VAT Reg. No. : 4560247852  
 Telephone: (011) 459 - 4500

**\*BOSASA OPERATIONS (PTY) LTD**  
 PRIVAYE BAG X2002  
 KRUGERSDORP  
 1740

VAT Reg:4070165735

Document Type:	Tax Invoice (Copy)
Invoice Number:	23362
Invoice Date:	22/07/2009
Page:	1
Our Ref:	9228

BOS002	Customer Order No: T NO 029998
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Def Note No.	Qty	Unit Price	Product Value
--------------	-----	------------	---------------

6229	605	SITE ESTABLISHMENT	702525	0.00	0.00	3,000.00
6229/1	605	40m3 PUMPED @ R27-00/m3	702525	0.00	0.00	1,080.00

INTERNAL PUMP

Total Nett: 4,080.00

Total VAT: 571.20

Qty This Inv: 0.00

Total Gross: 4,651.20

*[Handwritten signature]*

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Wearne Ready Mixed Concrete (Pty) Ltd  
 PO Box 192  
 Randfontein  
 Gauteng  
 1759



Company Reg. No. :2007/029949/07

VAT Reg. No. : 4560247852  
 Telephone: (011) 459 - 4500

**\*BOSASA OPERATIONS (PTY) LTD**  
**PRIVAYE BAG X2002**  
**KRUGERSDORP**  
**1740**

VAT Reg:4070165735

Document Type:	Tax Invoice (Copy)
Invoice Number:	23299
Invoice Date:	22/07/2009
Page:	1
Our Ref:	50018480

BOS002	Customer Order No: 29998
--------	-----------------------------

Del Note No.	Qty	Unit Price	Product Value
2824332	453	25 MPa - 70/30 - Pump Mix - 22mm Stone	2531/3/22/28 6.00 818.14 4,908.84
2824334	481	25 MPa - 70/30 - Pump Mix - 22mm Stone	2531/3/22/28 6.00 818.14 4,908.84
2824335	L514	25 MPa - 70/30 - Pump Mix - 22mm Stone	2531/3/22/28 6.00 818.14 4,908.84

Total Nett:	14,726.52
Total VAT:	2,061.72
Total Gross:	16,788.24

Qty This Inv: 18.00

*[Handwritten signature]*

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Wearne Ready Mixed Concrete (Pty) Ltd  
 PO Box 192  
 Randfontein  
 Gauteng  
 1759



Company Reg. No. :2007/029949/07

VAT Reg. No. : 4560247852  
 Telephone: (011) 459 - 4500

**\*BOSASA OPERATIONS (PTY) LTD**  
**PRIVAYE BAG X2002**  
**KRUGERSDORP**  
**1740**

VAT Reg:4070165735

Document Type:	Tax Invoice (Copy)
Invoice Number:	23300
Invoice Date:	22/07/2009
Page:	1
Our Ref:	50018528

BOS002	Customer Order No: 29998
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Del Note No.	Qty	Unit Price	Product Value
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2824336	L665	25 MPa - 70/30 - Pump Mix - 22mm Stone	2531/3/22/28	8.00	818.14	6,545.12
2824337	L513	25 MPa - 70/30 - Pump Mix - 22mm Stone	2531/3/22/28	6.00	818.14	4,908.84
2824338	L549	25 MPa - 70/30 - Pump Mix - 22mm Stone	2531/3/22/28	8.00	818.14	6,545.12

Total Nett:	17,999.08
Total VAT:	2,519.86
Total Gross:	20,518.94

Qty This Inv: 22.00

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"KW11"

"KW11"  
67

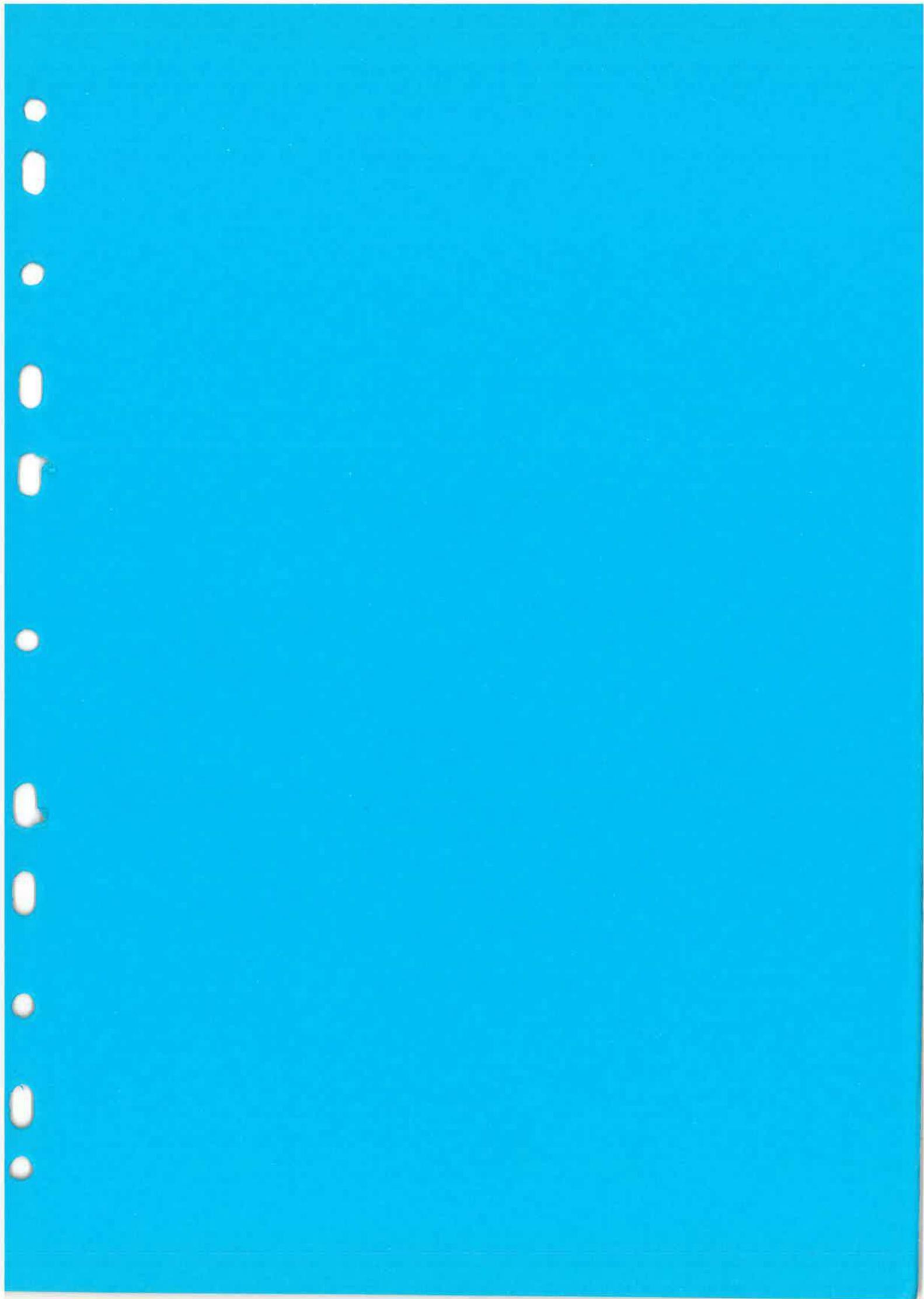
Voucher Number	Vendor Name	Vendor ID	Document Type	Document Date	Document Number	Document Amount
00102945	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	2009/06/24	138835	3 335,00
00102944	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	2009/07/14	139158	10 672,00
00104353	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	2009/08/04	139514	10 672,00
00104275	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	2009/08/07	139564	1 735,02
00102973	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	2009/08/20	139752	6 670,00
00105578	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	2009/08/25	139814	333,50
00104278	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	2009/08/31	139944	1 640,00
00104352	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	2009/08/31	139932	10 672,00
00105573	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	2009/09/04	140045	400,20
00105576	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	2009/09/04	140044	1 640,00
00105693	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	2009/09/10	140140	10 672,00
00105570	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	2009/09/23	140355	3 711,78
00105692	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	2009/09/23	140354	10 672,00
00107788	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	2009/10/13	140660	6 670,00
00108139	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	2009/10/21	140762	1 529,97
00107451	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	2009/10/26	140832	4 439,15
00109246	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	2009/11/24	141245	513,00
00109248	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	2009/11/24	141244	400,20
00094606	RTC -BUILD IT (ACC MER002)	RAN004	Credit Note	2009/12/17	136822A	-833,28
00094607	RTC -BUILD IT (ACC MER002)	RAN004	Credit Note	2009/12/17	136812A	-4800
00091718	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	2009/12/17	136812	4 800,00
00091719	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	2009/12/17	136822	833,28
00114044	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	2010/02/02	142174	1 710,00
00114045	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	2010/02/02	142181	833,63
00114101	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	2010/02/08	142284	1 748,75
00112273	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	2010/02/11	142337	1 049,25
00113207	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	2010/02/11	142338	1 748,75
00114046	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	2010/02/11	142341	923,40
00114018	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	2010/03/12	142823	2 717,60

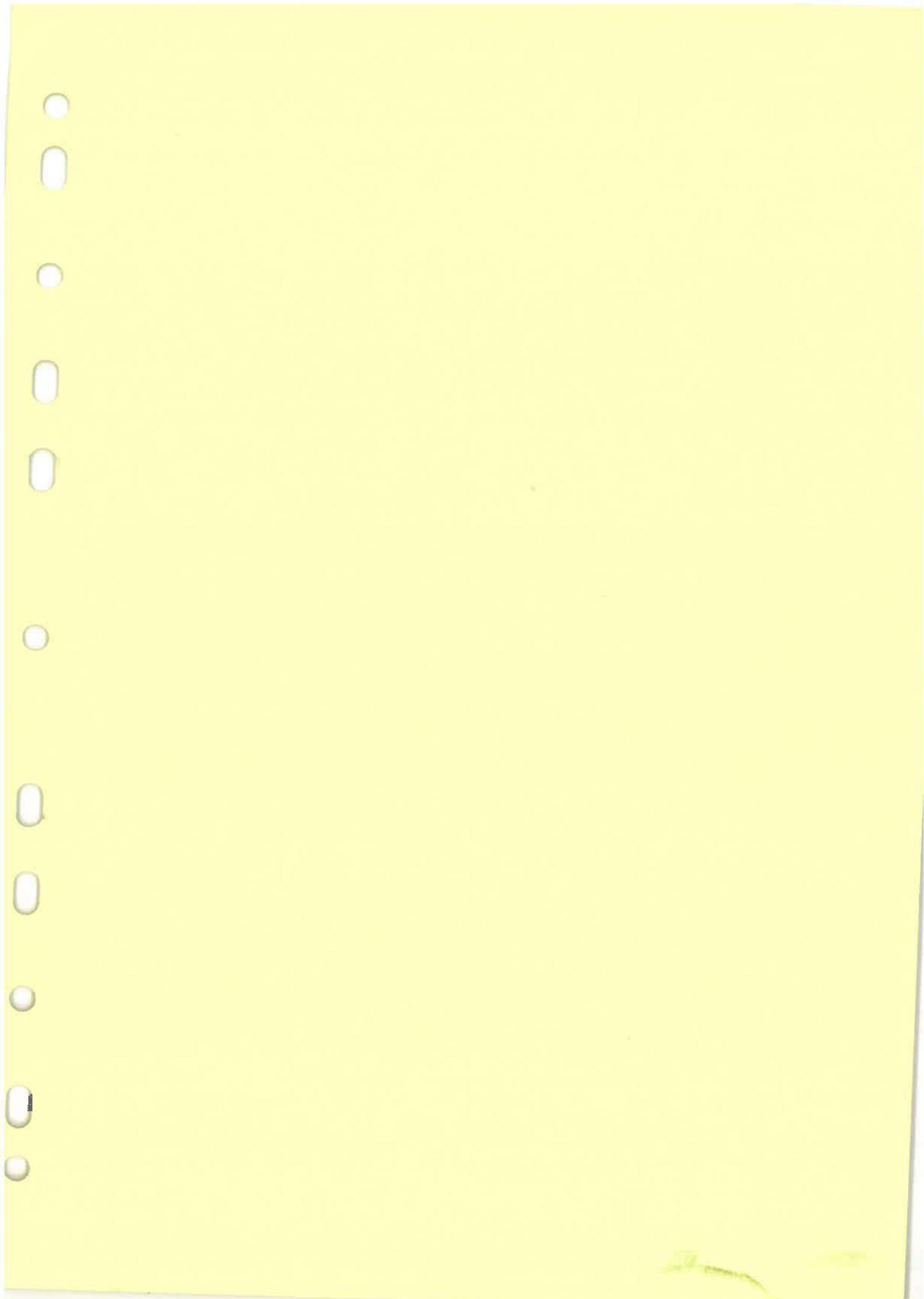
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00116905	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	2010/03/25	143042	833,63
00116906	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	2010/03/30	143125	833,63
00118465	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	2010/05/05	143639	1 998,00
00118713	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	2010/05/13	143774	1 710,00
00120067	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	2010/06/01	144053	1 045,00
00120066	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	2010/06/21	144314	1 710,00
00119988	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	2010/06/24	144385	3 475,00
00121833	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	2010/07/08	144610	566,88
00124794	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	2010/09/09	145449	1 710,00
00124800	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	2010/09/09	145450	513,00
00124801	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	2010/09/09	145451	1 700,00
00128165	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	2010/11/17	146234	2 600,91
00128167	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	2010/11/22	146266	2 600,91
00128163	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	2010/11/29	146367	1 559,97
00129294	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	2010/12/01	146414	1 559,97

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**AFFIDAVIT IN RESPONSE TO APPLICATION OF KEVIN PETER EDWIN  
WAKEFORD.**

---

I, the undersigned,

**ANGELO AGRIZZI**

**(IDENTITY NUMBER: 671203 5468 085)**

hereby make an oath and state the following:

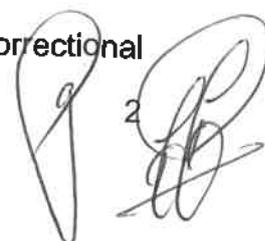
1. The facts contained herein fall within my own personal knowledge, unless the contrary appears from the contents hereof, and to the best of my belief are both true and correct.
  
2. My legal representatives were handed a substantial application together with an affidavit (and annexures) in terms of which Kevin Wakeford wishes to give evidence before the Commission as well as an application to cross-examine myself in regards to evidence that I have given before the Commission.
  
3. **AD PARAGRAPH 1-4**
  - 3.1 I do not dispute the contents of these paragraphs.

4. **AD PARAGRAPH 5**



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- 4.1 I have given evidence on the 18<sup>th</sup> of January 2019 and following as well as on the 28<sup>th</sup> and 29<sup>th</sup> of March 2019.
- 4.2 I have testified as to my own personal knowledge and involvement in Bosasa now known as African Global Operations Proprietary Limited. I have testified to my own personal knowledge of the corrupt activities that took place during the time that I was employed at Bosasa / African Global Operations Proprietary Limited.
- 4.3 During the course of my evidence and in particular at paragraph 43 of my first affidavit I stated that Kevin Wakeford is a long-standing friend of Gavin Watson and that he was often consulted on SARS and other issues by Gavin Watson. He received a monthly fee for services provided in relation to the SARS investigation.
- 4.4 I state further as per the invoices and emails attached that in regards to my evidence that it is in fact correct.
- 4.5 I have attached as annexure "KW-002" to "KW-34" emails and invoicing of R100 000.00 per month.
- 4.6 I have attached as annexure "KW-081" to "KW-084", the discussions around the meeting with the Minister, and the feedback session thereafter.
- 4.7 In light of the allegations made in regards to Kevin Wakeford, I am attaching copies of emails that he was involved in discussions with Correctional

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Services on behalf of Bosasa. Further the emails detail meetings held with Minister Nosiviwe Mapisa-Nqakula, the Minister of Correctional Services. These emails relate to meetings that Kevin Wakeford together with Valance Watson held with the Minister. The Minister's husband Charles Nqakula went hunting on Ronnie Watsons farm and I was requested to arrange the meat from the hunting trip to be delivered to Kevin Wakeford and Charles Nqakula. I requested Frans Vorster who was involved in the logistics to arrange the logistics and he organised one of the 4-ton cooling unit truck (which was travelling down to the Eastern Cape) to transport the meat from the hunting trip. The driver's name is Daniel Lebepe.

4.8 I have attached as annexure "KW-001" an email from Kevin Wakeford dated the 24<sup>th</sup> of May 2011 discussing logistics post hunting to arrange meat deliveries to Gauteng.

4.9 The further emails referring to 'confectionary' and 'smarties' was referring to money to be provided to the Minister's advisor Mike Ramagopa for the benefit of interacting on the behalf of Bosasa with the Minister, Mrs. Nosiviwe Noluthando Mapisa-Nqakula. She was the Minister of Correctional Services at the time. We used the word 'confectionary' which meant money and 'smarties' was the nickname we gave to Mike Ramagopa. The reason for the nickname is because he always changed his mind.

4.10 I have attached as annexure "KW- 035 / KW – 036" detailing a discussion on meeting with the Minister's advisor.



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4.11 I am attaching further hereto copies of invoices for the services provided by Kevin Wakeford to Bosasa in respect of his fees that he charged. Initially Kevin Wakeford sent an enquiry for a price of 25 Bags of cement as a guise.

4.12 I have attached as annexure "KW 037.1" the initial request of 25 bags of cement.

4.13 I state further that Kevin Wakeford did in fact make arrangements with Gavin Watson that Bosasa would provide Wet (Ready-mixed) and Dry cement for which Bosasa paid, for a property in Meyersdal that was being built by George Papadakis (previously a director at Gobodo Forensic Auditors) and who thereafter was attached to the South African Revenue Services, in a very senior position, dealing specifically with investigations into high wealth companies and individuals in South Africa.

4.14 I met George Papadakis on an occasion when he visited the Bosasa office park together with Kevin Wakeford who showed him around the office park.

5. **AD PARAGRAPH 6**

5.1 I state that in regard to his application and order that he seeks to give evidence and to cross-examine myself that these are matters for legal argument and I will abide by the decision of the Honourable Chair.



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6. **AD PARAGRAPH 7 TO 10**

6.1 I have no knowledge of the allegations set out in these paragraphs.

7. **AD PARAGRAPH 11**

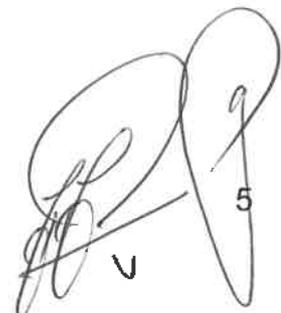
7.1 I deny most emphatically the allegations set out herein and state that I have given my full cooperation and assistance to the Commission and I have used both my memory as well as the documentation that I have been able to access in order to assist the Commission and tell them the full picture and the truth. Once I have been given access to my computer, records at Bosasa and accounting software at Bosasa and once I have had access to all my documentation and notes I will be able to give more assistance to the Commission as to what transpired during the years that I was employed there.

7.2 The testimony that I have given is indeed true in respect of Kevin Wakeford and the other persons involved where I have personal knowledge.

8. **AD PARAGRAPH 12**

8.1 I deny that Kevin Wakeford is a victim of malice and that the allegations that were made in paragraph 43.1 to 43.5 in my first affidavit are indeed correct.

9. **AD PARAGRAPH 13**

A handwritten signature and initials are present at the bottom right of the page. The signature is a cursive name, and the initials 'V' and '5' are written below it.

9.1 I have taken note of the contents of this paragraph and the denial by Kevin Wakeford and I deny that my evidence is not reliable nor that Kevin Wakeford's Constitutional and related rights have been violated.

10. **AD PARAGRAPH 14 TO 16**

10.1 I am sure that the Commission will make the signed affidavit deposed to by myself available to Kevin Wakeford and I deny that I have made reckless, vague and unsubstantiated allegations against Kevin Wakeford.

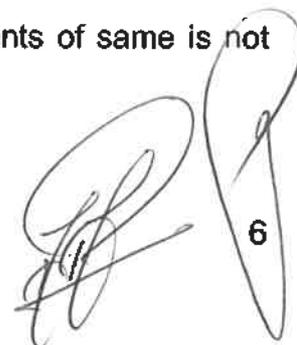
10.2 I deny further that I have in anyway made allegations that were maliciously calculated to deceive and that are blatant. I confirm my statement and the evidence that I have given in relation to Kevin Wakeford.

11. **AD PARAGRAPH 17 TO 20**

11.1 I note the contents of these paragraphs and I abide by the Honourable Chairs ruling once the matters have been argued before him in respect of condonation.

12. **AD PARAGRAPH 21 TO 25**

12.1 I note the contents of these paragraphs but the contents of same is not within my knowledge.



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13. **AD PARAGRAPH 26 TO 30**

13.1 The contents of these paragraphs are noted but I have no personal knowledge of same.

14. **AD PARAGRAPH 30 TO 35**

14.1 The contents of these paragraphs are noted but I have no personal knowledge of same. I abide by the decision of the Honourable Commissioner.

15. **AD PARAGRAPH 36**

15.1 I deny that the evidence and testimony that I have given is not reliable and it should be rejected.

15.2 I abide by the decision of the Honourable Chair as to whether leave will be given to cross-examine me based on my testimony.

16. **AD PARAGRAPH 37**

16.1 I abide by the decision of the Honourable Chair.

17. **AD PARAGRAPH 38 TO 40**



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17.1 I am aware that certain media statements were made by Kevin Wakeford but I do not have personal knowledge save for what has been attached to Kevin Wakeford's application.

17.2 I state further that I myself was completely surprised that my statement had been leaked to the media and I had no knowledge of the leak up and until the time that I attended at the Commission and this was raised by the evidence leader and his team.

18. **AD PARAGRAPH 41 TO 43**

18.1 I note the contents of these paragraphs but I do not have personal knowledge of same.

19. **AD PARAGRAPH 44**

19.1 I state that Armscor and Bosasa never had any business dealings however Kevin Wakeford introduced Gavin Watson and myself to a General in the South African Defence Force who was involved with the procurement division.

19.2 We met at the Palazzo Hotel at Monte Casino where we had dinner and where discussions surrounding whether or not there could be any potential business dealings with Bosasa. This introduction was made by Kevin Wakeford.



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20. **AD PARAGRAPH 45**

20.1 I note the contents of this paragraph.

21. **AD PARAGRAPH 46**

21.1 Save for the meeting that took place at the Palazzo Hotel at Monte Casino in respect of future business, it is correct that I am unaware of any contracts between Armscor and Bosasa.

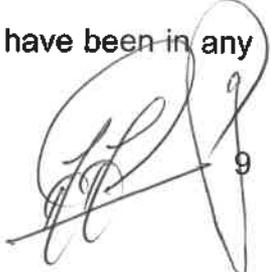
22. **AD PARAGRAPH 47**

22.1 I deny the contents of this paragraph and wish to set out the correct position as follows:

22.1.1 There was a request for a meeting which was cancelled.

22.1.2 My son was studying at the University of the Witwatersrand where he was studying International Relations and Politics.

22.1.3 My son knew that I was friendly with Kevin Wakeford and him and some of his study group wanted to meet with Kevin Wakeford to get some practical knowledge in respect of their field of study. My son who was a university student would never have been in any



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position to advise Armscor nor the Department of Defence on defence and security policies.

- 22.1.4 Kevin Wakeford in fact sent me a C.V of his daughter who was looking for employment, and to refer her via the Chefs Association (whom I had a good relationship with) for potential employment.

**SEE ATTACHED KW -037.2**

- 22.1.5 On the 24<sup>th</sup> of February 2010, Kevin Wakeford sent me an email suggesting that I request HR at Bosasa to consider employing an individual who had worked on the turn-around strategy for the Department of Home Affairs. This was one of many I recall.

23. **AD PARAGRAPH 48**

- 23.1 I have attached as annexure "KW-038 TO KW – KW-041" the various requests to employ associates of Kevin Wakeford.

- 23.2 I deny the allegations set out in this paragraph most emphatically. As an example to demonstrate the relationship I had with Kevin Wakeford, I am attaching copies of emails from him to myself wherein he requested various favours including for Bosasa to consider employing individuals that had approached him for assistance. I ensured that these requests were given to the responsible people at the HR Department at Bosasa.

23.3 I repeat the facts that I deposed to and testified to in respect of Kevin Wakeford that it is indeed strange that save for a blanket denial he does not in any way deal with the statement that I made at paragraph 43.1 to 43.5.

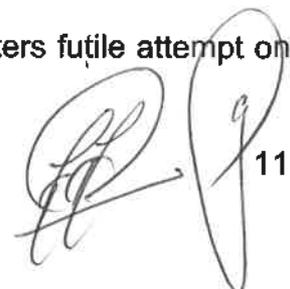
24. **AD PARAGRAPH 48**

24.1 I deny the contents of this paragraph and the so-called 'master plan' which was in fact a creation of Mr. Venter who himself has confirmed under oath that Mr. Leshabane and Mr. Gumede requested him to appear on Carte Blanche in order to try and discredit me. The very request of Kevin Wakeford to cross-examine me and give evidence in view of his self-confessed long standing relationship with the Watson family once again demonstrates how the Watsons can influence individuals to attempt to discredit my testimony.

25. **AD PARAGRAPH 49**

25.1 I state that 'master plan' referred to in this paragraph was in fact created by Mr. Peet Venter and this is again an attempt by Kevin Wakeford to use the same tactics and plans of the Watson family in order to detract from my evidence.

25.2 I state that it is clear that Kevin Wakeford has carefully crafted his response by selectively using Mr. Venters affidavit in regard to bringing down Bosasa and the Watson family which is the same as Mr. Venters futile attempt on



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Carte Blanche where he was instructed by directors of Bosasa to discredit me.

26. **AD PARAGRAPH 50**

26.1 My motivation behind my testimony and the reason why I have come forward in order to assist the Commission as well as all citizens of the Republic of South Africa has been testified to me before the Commission.

27. **AD PARAGRAPH 51 TO 53**

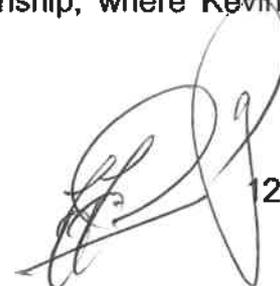
27.1 I note the contents of these paragraphs but I have no personal knowledge of same.

28. **AD PARAGRAPH 54 TO 55**

28.1 I deny that I have in anyway maliciously impugned the reputation of Kevin Wakeford. I deny that I have fabricated and/or made malicious allegations against Kevin Wakeford.

29. **AD PARAGRAPH 56 TO 57.2**

29.1 I have attached as annexure "KW-048 TO KW-062" emails that contextualize that in fact there was a normal relationship, where Kevin Wakeford invited me to meetings.



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29.2 I deny Kevin Wakeford's affidavit that he disputes these allegations. I stand by and confirm my statement and testimony which I have given in this respect. I wish to set out in particular the following:

29.2.1 Attached are copies of emails between myself and Kevin Wakeford as well as Aneel Radhakrishna setting out our discussions in relation to payments for the negotiations of the Lindela contract extension. Kevin Wakeford was intricately involved and he was advising Bosasa and Gavin Watson on how the payments should be structured.

30. **AD PARAGRAPH 58 TO 65**

30.1 I note the contents of these paragraphs as well as the clear and stated intention of Kevin Wakeford to try to justify and boost the image of the Watson family and their struggle credentials. I state further that Kevin Wakeford is coming forward as an alter ego of the Watson family.

30.2 It is patently clear from my testimony that the ultimate goal of Gavin Watson and the Watson family as a whole was to take full advantage of their struggle credentials and thereafter align and associate themselves with the top influential members of the ruling party as well as Government Officials in various departments in order to ensure that at the end and notwithstanding their so-called honourable intentions that all the financial benefit was

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generated mainly to the Watson family save for the small percentage of gratifications that they gave to the ruling party and the respective individuals, persons and entities that have been mentioned.

31. **AD PARAGRAPH 66**

31.1 I deny most emphatically that in regard to my testimony to the Commission on both my first statement (which was done with time constraints) and my supplementary statement that I have in anyway misled the Commission. If there are any aspects because of either time constraints or lack of access to documentation I reserve my rights to deal with same.

31.2 I state in particular in relation to Kevin Wakeford that what I have testified to is correct and the truth and I have not in any way misled the Commission in relation to Kevin Wakeford.

32. **AD PARAGRAPH 67 TO 70**

32.1 I note the contents of these paragraphs.

33. **AD PARAGRAPH 71**

33.1 I have attached as annexure "KW-073 TO KW-080" various Auditor reportable incidents that Kevin Wakeford was aware of.



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33.2 I state that despite the glowing references set out by Kevin Wakeford in this paragraph that in truth and in fact the said business of Bosasa as an organisation was set up and run by Gavin Watson and the Watson family mainly for their own financial benefit using their so-called struggle credentials and the important political connections and relationships that they had forged.

33.3 The allegations in regards to the BBBEE in respect of transformation was all created by Gavin Watson and his family in order to show the ruling party that the business was in fact black-owned, black-managed and black-staffed. The true factual position is that this was all a very shrewd and carefully contrived façade but in truth and in fact the majority shareholders were white and the main beneficiaries of the financial benefits from tenders and Government work was in fact the Watson family.

33.4 There were various agreements entered into with the black management and directorship but the true position was that at any given time the true beneficiaries of Bosasa was in fact the Watson family. I understand that there were various back-to-back agreements to which I do not have access between the various shareholders which will show the correct position.

33.5 I deny the personal attack made by Kevin Wakeford upon me that I was a self-confessed "*fifth column of economic cannibalism (system within a system)* and Watson's alleged corrupt activities". I state further that Kevin Wakeford with his long-standing friendship with the Watson family was fully

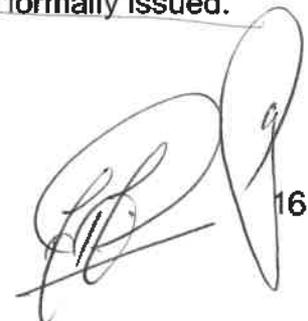


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aware of some of the corrupt activities in terms of which he himself played an active role.

33.6 I state that in regards to the SIU report and knowing the political connections of the Watson family that Kevin Wakeford would obviously have accepted their denial but he in fact assisted Bosasa by meeting with the banks with whom Bosasa had facilities to ensure that the relationship continued. He also assisted Bosasa with media attacks upon them. He obtained the services of Mr. Steven Laufer as a spin-doctor to assist Bosasa.

33.7 Kevin Wakeford is correct that Bosasa operated in a competitive nature of services being mainly catering and security. However it is patently clear having regard to the political connections and relationships as well as arrangements with other Government services and persons in positions of authority and procurement that by the very nature as well as the enormous amounts involving some billions of Rands overall that were awarded to Bosasa that in fact there was no real competition. This was achieved by way of political connections and gratifications that were paid by Gavin Watson and directors of Bosasa and with the inside knowledge through their associations and connections with people who were in a position to assist them they managed to initially delay and eventually get the investigations against them closed down. Kevin Wakeford was also aware in respect of tenders for catering, fencing and security and that all these tenders had been secured at times even before tenders had been formally issued.



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33.8 I have attached as annexure "KW-063 TO KW-068" details of the mechanisms used to influence the Minister on the Public Private Partnerships for Private Prisons which Bosasa tendered on.

33.9 I have attached as annexure "KW-069 TO KW-070" details of the influence used as a consultant to the Correctional Services Department to be able to obtain shareholding in a company for self-gain.

34. **AD PARAGRAPH 72**

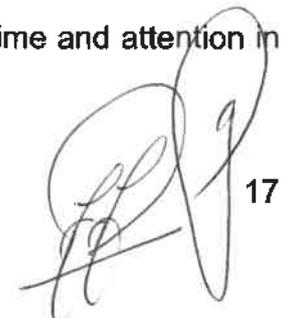
34.1 I note the contents of this paragraph but I have no personal knowledge and cannot dispute same.

35. **AD PARAGRAPH 73**

35.1 I deny the allegations set out in this paragraph and I refer to the emails that I have attached setting out my relationship with Kevin Wakeford.

36. **AD PARAGRAPH 74**

36.1 I deny the allegations set out in this paragraph and state that to the contrary I was one of the persons who implemented and managed a diverse multicultural balance of competent black management and staff in my role at the Bosasa group of companies. I devoted a lot of time and attention in order to ensure that they would be a success.



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37. **AD PARAGRAPH 75**

37.1 I deny the allegations set out in this paragraph as well as what Kevin Wakeford perceives and I in fact not only assisted in black management and leadership but I devoted many years in not only training but assisting the competent individuals that were employed.

37.2 I wish to state further that in regard to the perception of racism upon which Kevin Wakeford is now alleging I was in the presence of Kevin Wakeford, Gavin Watson and Valance Watson (at Valance Watson's home in Morningside, Sandton) where they showed me a very disturbing video clip of a preacher, Reverend Dr Manning from the USA, (*named the video South Africans should watch*) who denigrates and humiliates South African people as a whole. Kevin Wakeford, Gavin Watson and Valance Watson did not express any opposite views to what was being shown on the video clip and it is now indeed strange that after my testimony he now wants to detract from my evidence by using a racism factor. I wish to state further that he is adopting the same tactics as the Watson family in regards to racism.

38. **AD PARAGRAPH 76 TO 78**

38.1 I have already during my testimony and in my statement made a sincere apology for the remarks that were made and how members of the Watson



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family in order to protect Gavin Watson and their family interests unlawfully trapped and secretly recorded a private conversation in my own house.

38.2 The full context of how this came about when I had only had approximately 4 hours sleep over the last 2 days and I had also consumed a few gin and tonics should also be taken into account. The full transcript will also show the discussion that I was having about how Gavin Watson had conducted himself. I even mentioned the corrupt activities and laundering of cash to them.

38.3 I have expressed my sincere regrets and comments and I have requested the Commission to obtain from the person that made the secret recording to obtain the full transcript to get the full context of the comments that were made and once this is obtained they will see that the person who I was referring to was in fact Valance Watson who had stated he would not let a "bloody K..\*\*\*.. run his business", and hence he ensured he disposed of any BEE involvement in his current business's.

38.4 I have already mentioned my regret about what was said and I made a full apology to the Country and its Citizens for the remarks that I made but wish to state that this does not in any way detract from the facts and documentation and the truth that I have deposed to before the Commission about the corrupt activities at Bosasa conducted by Gavin Watson and other directors and shareholders in which I myself played a role.



39. **AD PARAGRAPH 79**

39.1 I confirm my evidence that the Country is changing for the better and more particularly with the Commission into State Capture which is committed to uncovering serious corruption in the Country. I further confirm that in the new South Africa transformation does and should play an important role.

40. **AD PARAGRAPH 80**

40.1 I deny the allegations in this paragraph and I have testified in my supplementary affidavit as to the actual role that I fulfilled.

40.2 He is correct that I requested that certain communications should go through me but he was always interacting directly with Gavin Watson and it was only when requests were made for favours and payments that it came directly to my attention.

40.3 I never made any of these payments or favours without first clearing it with Gavin Watson himself or the directors.

40.4 The only major dispute that I had with Kevin Wakeford related to the Deal Stream Investment and subsequent investigation.

41. **AD PARAGRAPH 81**



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41.1 I deny the allegations in this paragraph and state that at all material times I did my utmost to ensure that the company ran successfully and I always liaised with Gavin Watson and/or the other directors and shareholders. I have testified as to the reasons why I came forward to the Commission in order to assist them.

41.2 I wish to repeat further as I have already deposed and testified to same that I had become completely involved in Bosasa and its activities including the corrupt activities and it had unfortunately become part of my working life.

41.3 What I was referring to at that stage when I had already left the company and that I was going to whistle blow, I had reached a stage in my life that I was not going to be part and parcel of the corrupt activities.

42. **AD PARAGRAPH 82**

42.1 I confirm that these comments were made but once the full transcript is obtained in its proper context then the correct position will be set out.

42.2 I was trying to explain that the company had reached a stage where it did not need to be involved in corrupt activities and according to my opinion all these unnecessary gratifications that were being paid out should be stopped and that costs should be cut in the company and they could succeed on merit alone.



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**43. AD PARAGRAPH 83**

43.1 I deny that I controlled Gavin Watson's email account and the only emails that I received from Kevin Wakeford I have given examples of same which have been attached hereto.

43.2 I deny that I insisted that I was to attend all the meetings that Gavin Watson went too, I only attended meetings when Gavin Watson requested me to accompany him or other directors.

**44. AD PARAGRAPH 84**

44.1 I have attached as annexure "KW-071 / KW-072" a note from Kevin Wakeford on the DealStream matter.

44.2 I deny the allegations and perception set out in this paragraph and I confirm what I previously testified to as to my role and functions in the company.

44.3 Save for the dispute over the Deal Stream deal and the liquidation inquiry, where I raised a concern that each party should settle individually matters regarding their dealings, it benefitted Wakeford to be involved in a group so that any potential amounts due by himself would be off-set against the losses incurred by Phezulu / Bosasa. I did not have a bad working relationship with Kevin Wakeford who was always called upon in particular



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to deal with either SARS related issues or the media attacks as well as his good relationship with the banking sector.

45. **AD PARAGRAPH 85**

45.1 I note the contents of this paragraph but it is interesting that Kevin Wakeford who is obviously not only aligned with but is representing himself and the Watson family that he now makes these allegations and states that he was trying to avoid conflict with myself.

45.2 Save for what I have set out above there was no major conflict between us.

46. **AD PARAGRAPH 86**

46.1 I note the contents of this paragraph but I wish to state that whenever there were matters involving either SARS (queries or investigations) or the banks Kevin Wakeford would assist Bosasa.

47. **AD PARAGRAPH 87**

47.1 I deny the allegation in this paragraph and state that Gavin Watson relied heavily on the so-called expertise, experience and connections of Kevin Wakeford in resolving issues as set out above that were affecting Bosasa.

48. **AD PARAGRAPH 88**



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48.1 I deny the allegations set out in this paragraph and state that in fact after my resignation the same people that Kevin Wakeford is alluding to requested me to re-join Bosasa.

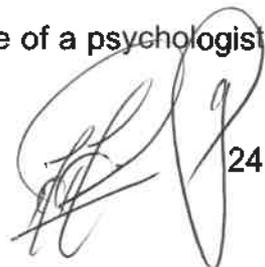
49. **AD PARAGRAPH 89**

49.1 Save for confirming the unlawful and secret recording that was made in the privacy of my house, without my permission, and save for having the full recording and transcript before the Commission it is clear that Kevin Wakeford in order to try and discredit me and to support the Watson family is now going to the level of alluding to racism in order to try and detract from my evidence and assistance to the Commission. Kevin Wakeford is repeating the same tactics of racism that the Watson children utilised in a selective portion of a recording.

49.2 I wish to state that save for one work related argument with Mr. Dikane (which was placed on record as a formal grievance to be dealt with at the board meeting) I in fact worked very well and had a good relationship with the black directorate. They all fully supported my reappointment to Bosasa.

50. **AD PARAGRAPH 90**

50.1 I deny the allegations set out in this paragraph and state that Kevin Wakeford besides his C.V has now taken on the mantle of a psychologist



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and/or a psychiatrist in regards to my character and he once again boosts the empowerment and inclusivity of the Bosasa Group when in truth and in fact this organisation from the outset and up and until the present date has always been for the major financial benefit for the Watson family.

51. **AD PARAGRAPH 91**

**SEE ATTACHED KW – 003 /004/ 005 – Emails that depict the dire situation of Kevin Wakeford’s financial system, that caused delayed payments. Reflects Angelo Agrizzi’s attempts to resolve matters.**

51.1 I dispute the allegations set out in this paragraph and deny same and I state that there were constant problems with the accounting and Bosasa were always trying to resolve the outstanding accounting issues.

51.2 I am attaching an email of the 23<sup>rd</sup> of August 2010 as an example.

52. **AD PARAGRAPH 92**

52.1 I deny these allegations and I am attaching the said invoices and I confirm further that Kevin Wakeford made an arrangement for Bosasa to provide wet and dry cement to the property that was being built in Meyersdal.

53. **AD PARAGRAPH 93**



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53.1 I deny the allegations of Kevin Wakeford and I repeat and confirm what I have said previously relating to Kevin Wakeford and Mr. Papadakis.

54. **AD PARAGRAPH 94 AND 95**

54.1 I have attached the invoices relating to the charges for services made by Kevin Wakeford.

55. **AD PARAGRAPH 96**

55.1 The engagement letter from SARS was on the 18<sup>th</sup> of August 2010 and the information requested was on the 23<sup>rd</sup> of March 2011. I did not deal with the accounting side of the business but I am aware of the information and documents that were requested in relation to Phezulu Fencing Proprietary Limited. I am aware that it was in respect of SARS matters that Gavin Watson requested the assistance of Kevin Wakeford. I was also aware of his association and friendship with George Papadakis.

56. **AD PARAGRAPH 97**

56.1 I repeat and confirm the position relating to the delivery of the cement as instructed by Gavin Watson and as was requested by Kevin Wakeford who supplied the address for the delivery.

57. **AD PARAGRAPH 98 TO 105**



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57.1 I have noted the contents of this paragraph and this relates to Mr. Vorster.

I wish to however state that on diverse occasions at the Bosasa office park I was present when Kevin Wakeford was in the presence of Mr. Vorster and other people. I state that from my own personal knowledge after instructions had been received from Gavin Watson, I personally requested Mr. Vorster to ensure that these purchases and payments for the cement were made.

58. **AD PARAGRAPH 106**

58.1 I have attached as annexure "KW-042 TO KW-047" correspondence to discuss an alternative to make payments to Aneel Rahadkhrishna, forwarded for comment to Kevin Wakeford.

58.2 I deny the allegations that I have in anyway infused truth with falsity and fabricated allegations both direct and implied.

58.3 I confirm and standby my evidence given in this regard relating to the Lindela Repatriation Centre and my dealings with both Kevin Wakeford, Gavin Watson and Aneel Rahadkhrishna.

59. **AD PARAGRAPH 107 to 112**

59.1 I note the contents of these paragraphs but I have no personal knowledge of these facts.



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60. **AD PARAGRAPH 113**

60.1 I note the contents of this paragraph.

61. **AD PARAGRAPH 114 AND 115**

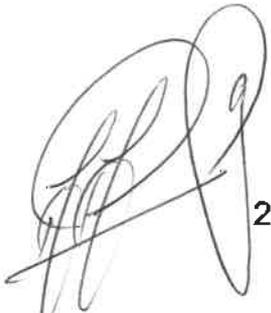
61.1 I have attached as annexure "KW-042 TO KW-047" correspondence to discuss an alternative to make payments to Aneel Rahadkrishna, forwarded for comment to Kevin Wakeford for the Lindela negotiations.

61.2 I deny these allegations and state that Kevin Wakeford is not being candid with the Commission and he was in fact the person that introduced me to Aneel Rahadkrishna with Gavin Watson and we met at the Michelangelo Hotel. Aneel Rahadkrishna had just come up from Cape Town.

61.3 I am also attaching copies of emails between us relating to the very same matter dealing with the extension of the Lindela Contract.

61.4 Kevin Wakeford also requested that Bosasa must employ the previous CFO of the Department of Home Affairs (During the engagement with re-negotiations with Lindela) by the name of Sagren Naidoo as a consultant at Bosasa after the extension of the Lindela contract had been obtained.

62. **AD PARAGRAPH 116**



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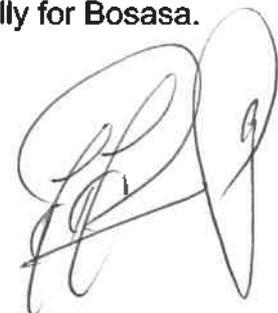
62.1 I deny these allegations and Kevin Wakeford is fully aware and was present when these discussions took place.

63. **AD PARAGRAPH 117 TO 120**

63.1 Kevin Wakeford is not being candid and is deflecting the Commission with these allegations as he was aware that Aneel Rahadkrishna prepared the documentation for presentation to Home Affairs and the Portfolio Committee.

63.2 I have noted the contents of these paragraphs and state that Aneel Rahadkrishna was the main link with the preparation of the documents for the presentation to the Department of Home Affairs and portfolio committee and he was vitally important to Bosasa in ensuring that the Lindela contract was extended.

63.3 Prior to the negotiations the pricing structure for the extension of the Lindela contract was approximately R8 900 000.00 per month and the average occupancy exceeded 3 200 persons per day. After the negotiations the occupancy decreased to approximately 1000 people per day and the billing was only nominally decreased to R7 500 000.00 per month. The effect of the negotiations in which Aneel Rahadkrishna and Kevin Wakeford played vital roles in fact increased the profitably substantially for Bosasa.



63.4 The successful negotiations done by Aneel Rahadkhrishna and Kevin Wakeford on behalf of Bosasa led to the inflation of the profit which occurred by a substantial increase from the previous price per person per day to the new price per person per day.

63.5 The ultimate benefit went to Bosasa Group and the Watson family.

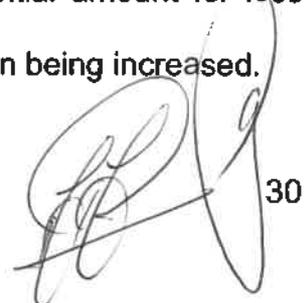
64. **AD PARAGRAPH 121**

64.1 I note the contents of this paragraph but I do not have the details of the report. I repeat however that there were no *de facto* costs savings as the profitability to Lindela increased substantially as Home Affairs were now paying an increase amount per person for less people being accommodated.

64.2 Through these successful negotiations done by Aneel Rahadkhrishna and supported by Kevin Wakeford Home Affairs was now paying a substantially higher price per person.

65. **AD PARAGRAPH 122**

65.1 I note the contents of this paragraph but I do not have the annual report but I can in fact confirm that the net result was increased profitability to Bosasa, Gavin Watson and the Watson family by a substantial amount for less people being accommodated and the price per person being increased.



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65.2 The true beneficiary of this agreement and extension of the Lindela Contract of a flat rate by the Department worked solely in the favour of Bosasa as for example on occasions there were only a few hundred people in detention but they were still receiving the same flat rate as agreed.

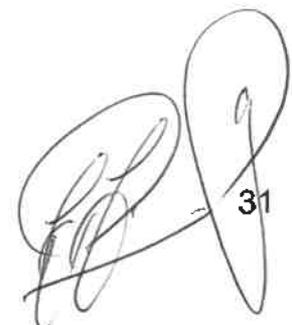
66. **AD PARAGRAPH 123**

66.1 I note the contents of this paragraph and wish to state that these alleged savings are not correct and Bosasa when the contract was extended and a flat rate was agreed thereafter benefited substantially from the Lindela facility.

66.2 I am indeed extremely surprised by these allegations of Kevin Wakeford as with his so-called impeccable background and experience (including in finance), he has selectively extracted portions of the report to try and substantiate the savings to the Department of Home Affairs when in fact through his advice and assistance together with Aneel Rahadkrishna the Department of Home Affairs were in fact misled by them.

67. **AD PARAGRAPH 124**

67.1 I note the contents of this paragraph and state that it can easily be resolved by requesting input from the National Treasury.

A handwritten signature in black ink, appearing to be 'F. P.', is written over the number '31'. The signature is stylized and somewhat illegible.

67.2 Kevin Wakeford is further aware that in regards to the discretion as he alleges of the Department this had all been taken care of by Aneel Rahadkrishna, with Kevin Wakeford's advice and input and this is where part of the corruption that I have testified to has taken place.

68. **AD PARAGRAPH 125**

68.1 I note the contents of this paragraph and I am indeed completely surprised by a person of Kevin Wakeford's ability and experience as he has deposed to and as per his C.V that based upon a flat rate and on simple arithmetic he cannot be candid with the Commission and explain that the ultimate benefit was to Bosasa and the Watson family.

68.2 The corruption to which I have testified is in fact not only correct but is the truth relating to the extension of the Lindela Facility contract.

69. **AD PARAGRAPH 126**

69.1 I deny that my affidavit is false and I did in fact have discussions with Kevin Wakeford about the benefits to an extension to the Lindela Contract.

70. **AD PARAGRAPH 127**

70.1 I note the contents of this paragraph.

A handwritten signature in black ink, appearing to be 'A. P. G.', is written over the number '32'. The signature is stylized and somewhat illegible.

71. **AD PARAGRAPH 128**

71.1 I do not dispute the contents of this paragraph.

72. **AD PARAGRAPH 129**

72.1 I do not dispute the contents of this paragraph.

73. **AD PARAGRAPH 130**

73.1 I note the contents of this paragraph.

74. **AD PARAGRAPH 131**

74.1 I dispute the contents of this paragraph and state as I have set out above that Kevin Wakeford in certain respects relating in particular to SARS together with payments and introductions to persons was fully aware and was in fact involved in the corrupt activities.

75. **AD PARAGRAPH 132 TO 143**

75.1 I repeat that in my statements and my testimony I can indeed prove how Kevin Wakeford was involved and how he is in his own affidavit not being candid with the Commission and he is attempting to bolster his own case, his name as well as that of the Watson's and the Bosasa Group and as will



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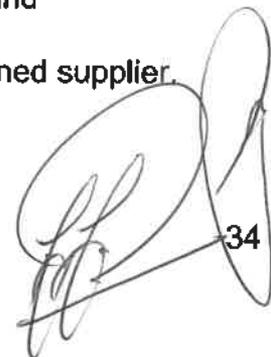
and has been demonstrated to try and disassociate the Watson's, the Bosasa Group and himself from the corrupt activities that took place.

75.2 I deny further that in my statement and testimony I have caused any reputational harm to Kevin Wakeford. I state that by his unwarranted attack and use of tactics such as racism against me his full role in the corrupt activities will come to the fore fully.

75.3 I repeat and confirm what I have said in regards to the purchases of wet and dry cement as well as to the delivery of same. I have requested the Commission and their investigators to obtain full records from the suppliers of the cement as well as payments in respect of same.

75.4 The following documentation during the periods 1 March 2008 to 28 February 2014 includes

- 75.4.1 Microsoft Great Plains records for all companies and suppliers relating to the aforementioned supplier;
- 75.4.2 Purchase order books completed and assigned to Mr Frans Vorster period 1st March 2008 to 28th February 2014;
- 75.4.3 All original invoice files and invoices relating to the aforementioned supplier;
- 75.4.4 All proof of Payments / EFT's relating to the aforementioned supplier made by the African Global Group; and
- 75.4.5 Correspondences relating to the aforementioned supplier.



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75.5 The following documentation during the periods 1 March 2008 to 28 February 2014

- 75.5.1 Microsoft Great Plains records for all companies and suppliers relating to the aforementioned supplier;
- 75.5.2 Purchase order books completed and assigned to Mr Frans Vorster period 1st March 2008 to 28th February 2014;
- 75.5.3 All original invoice files and invoices relating to the aforementioned supplier;
- 75.5.4 All proof of Payments / EFT's relating to the aforementioned supplier made by the African Global Group; and
- 75.5.5 Correspondences relating to the aforementioned supplier.

75.6 The following documentation during the periods Period 1 March 2008 to 1 April 2019

- 75.6.1 Microsoft Great Plains records for all companies and suppliers relating to the aforementioned supplier;
- 75.6.2 All emails and correspondence between K Wakeford and Angelo Agrizzi on the emails [angelo.agrizzi@bosasa.com](mailto:angelo.agrizzi@bosasa.com), [angelo@bosasa.com](mailto:angelo@bosasa.com);
- 75.6.3 All original invoice files and invoices relating to the aforementioned supplier;
- 75.6.4 All proof of Payments / EFT's relating to the aforementioned supplier made by the African Global Group; and
- 75.6.5 Correspondences relating to the aforementioned supplier.



75.7 In respect of the extension of the Lindela contract not only was Kevin Wakeford the person who introduced myself and Gavin Watson to Aneel Rahadkrishna who prepared the presentation on Bosasa's behalf to the relevant authorities but the only and clear winners of the extension of the home affairs contract was Bosasa. Kevin Wakeford himself gave advice and input and the net result was a substantial profit made by the Bosasa group.

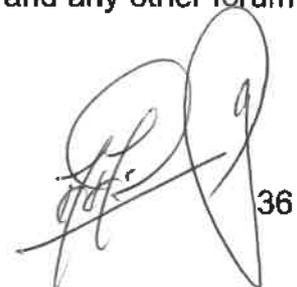
75.8 I repeat that abide by the decision of the honourable Commissioner as to Kevin Wakeford's rights to cross-examination.

76. **AD PARAGRAPH 144**

76.1 I have noted the contents of this paragraph and wish to state that it has been even more difficult and painful for myself and my own family throughout this time period since my disclosures. Even my own personal safety and that of my family is at constant risk.

76.2 I deny most emphatically and dispute the allegations made by Kevin Wakeford against my person and that I have drawn innocent persons into the Commission for malicious purposes.

76.3 I repeat that the truth will prevail and that it is not the court of public opinion that will decide the matter but rather the Commission and any other forum to which the matter may be referred.



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77. As noted, I have not dealt with each and every allegation in the Kevin Wakeford's affidavit and the failure to deal with any allegation should not be construed as any admission on my part as to either the truth or the correctness of same nor as a waiver of any of my rights.



ANGELO AGRIZZI

I certify that this affidavit was signed and sworn to before me at **JOHANNESBURG** on this the 8th day of **APRIL 2019** by the deponent who acknowledged that he knows and understands the contents of this affidavit, has no objection to taking this oath, considers this oath to be binding on his conscience and uttered the following words: 'I swear that the contents of this affidavit are both true and correct, so help me God.'

COMMISSIONER OF OATHS

Name:  
 Address: **ARNOLD JOSEPH B.A. LL.B.**  
 Capacity: **3RD FLOOR MSL HOUSE**  
**17 BAKER STREET, ROSEBANK**  
**COMMISSIONER OF OATHS**  
**EX OFFICIO**  
**PRACTISING ATTORNEY, R.S.A.**

KW-001 110

**From:** [Kevin](#)  
**To:** [Angelo Agrizzi](#)  
**Date:** Tue, 24 May 2011 15:30:45 +0200  
**Subject:** URGENT: Venison Delivery

Hi Angelo

I suspect that Frans's driver, Dan will arrive well over midnight which will make it impossible to deliver the meat to Charles's house at that time. May I suggest that he be at my house at 8h00 (or earlier) tomorrow morning. (23 Marico Avenue, Riverclub Ext 7 – close to Coleraine/Ballyclare intersection in Morningside).

I will then guide him to Charles and supervise the off load into the freezer. I need to be at the Westcliffe Hotel by 10h30 for First Uranium meeting.

I am communicating through you as I know it will work. Tried chatting to Dan but not sure whether he understood.

Many thanks

Kevin



KW-002

111

**From:** [kevin@wakefordenterprises.co.za](mailto:kevin@wakefordenterprises.co.za)  
**To:** [ted@wakefordenterprises.co.za](mailto:ted@wakefordenterprises.co.za), [Angelo Agrizzi](mailto:Angelo Agrizzi)  
**CC:** [angelo.agrizzi@bosasa.com](mailto:angelo.agrizzi@bosasa.com)  
**Date:** Mon, 26 Jul 2010 07:50:02 +0000  
**Subject:** Fw: Lindela Letterhead  
**Attachment(s):** 1

Ted, see attachment. . You can send invoice to Angelo and cc me. Thanks. Kevin

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

---

**From:** Angelo Agrizzi <[Angelo.Agrizzi@bosasa.com](mailto:Angelo.Agrizzi@bosasa.com)>  
**Date:** Mon, 26 Jul 2010 09:31:51 +0200  
**To:** [kevin@wakefordenterprises.co.za](mailto:kevin@wakefordenterprises.co.za)<[kevin@wakefordenterprises.co.za](mailto:kevin@wakefordenterprises.co.za)>  
**Subject:** Lindela Letterhead

Kevin,

As requested please find the attached letterhead for Leading Prospect Trading – with VAT Numbers - etc

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KW-003  
112

**From:** [kevin@wakefordenterprises.co.za](mailto:kevin@wakefordenterprises.co.za)  
**To:** [Angelo Agrizzi, ted@wakefordenterprises.co.za](mailto:Angelo Agrizzi, ted@wakefordenterprises.co.za)  
**Date:** Mon, 23 Aug 2010 10:09:17 +0000  
**Subject:** Re: July Payment

Angelo

You did acknowledge receipt! Ted, please resend.

Regards

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

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

**From:** Angelo Agrizzi <[Angelo.Agrizzi@bosasa.com](mailto:Angelo.Agrizzi@bosasa.com)>  
**Date:** Mon, 23 Aug 2010 10:42:24  
**To:** Kevin <[Kevin@wakefordenterprises.co.za](mailto:Kevin@wakefordenterprises.co.za)>  
**Cc:** Carlos Bonifacio <[Carlos.Bonifacio@bosasa.com](mailto:Carlos.Bonifacio@bosasa.com)>  
**Subject:** FW: July Payment

Kevin,

Could you please forward the JULY 2010 Account - it seems it has never been received - Carlos will on receipt expedite the payment.

Best Regards,

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

[www.bosasa.com](http://www.bosasa.com)

Mogale Business Park, 1 Windsor Road, Mogale City 1739  
 Gauteng, Republic of South Africa

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

**From:** Carlos Bonifacio  
**Sent:** 23 August 2010 10:43 AM  
**To:** Colleen Jansen van Rensburg  
**Cc:** Marietjie Abrie; Lindie Erasmus; Angelo Agrizzi; [kevin@wakefordenterprises.co.za](mailto:kevin@wakefordenterprises.co.za)  
**Subject:** RE: July Payment

Hi Colleen,

Do you have any recent invoices for Wakeford Investment Enterprises? Our records reflect that all outstanding invoices are paid up to date.

Regards

Carlos Bonifacio

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

**From:** Carlos Bonifacio  
**Sent:** 23 August 2010 09:21 AM  
**To:** Lindie Erasmus  
**Cc:** Marietjie Abrie  
**Subject:** FW: July Payment

Hi Lindie,

Do we have any more outstanding invoices for Wakeford Enterprises? I thought that we had brought the account up to date; I don't recall any new invoices.

Please check and get back to me soonest.

Regards



KW-004.113

Carlos Bonifacio

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

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

Please Carlos try and pay A.S.A.P.

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

From: kevin@wakefordenterprises.co.za  
To: Angelo Agrizzi  
Reply To: kevin@wakefordenterprises.co.za  
Subject: July Payment  
Sent: Aug 21, 2010 14:54

Hi Angelo

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

Kind regards

Kevin

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

Best Regards,

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

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

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KW-005.  
114

**From:** [kevin@wakefordenterprises.co.za](mailto:kevin@wakefordenterprises.co.za)  
**To:** [ted@wakefordenterprises.co.za](mailto:ted@wakefordenterprises.co.za), [Angelo Agrizzi](mailto:Angelo.Agrizzi)  
**Date:** Fri, 27 Aug 2010 09:01:13 +0000  
**Subject:** Re: Tax Invoice IN100083

Ted

What is going on? The attachment is for Vulisango, not for Bosasa?

You sent everthing out yesterday to all concerned! This is embarrassing!

Regards

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

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

From: "ted" <[ted@wakefordenterprises.co.za](mailto:ted@wakefordenterprises.co.za)>  
Date: Fri, 27 Aug 2010 10:43:54  
To: <[Angelo.Agrizzi@bosasa.com](mailto:Angelo.Agrizzi@bosasa.com)>; <[kevin@wakefordenterprises.co.za](mailto:kevin@wakefordenterprises.co.za)>  
Subject: Tax Invoice IN100083

Tax Invoice IN100083 from Wakeford Investments Enterprises CC

August invoice attached  
ted craik



KN-006-115

**From:** [kevin@wakefordenterprises.co.za](mailto:kevin@wakefordenterprises.co.za)  
**To:** [Angelo Agrizzi](mailto:Angelo.Agrizzi@bosasa.com)  
**Date:** Thu, 23 Sep 2010 04:19:07 +0000  
**Subject:** Re: New perspective  
**Attachment(s):** 1

Thanks Brother!

Read Psalm 27: 6

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

---

**From:** Angelo Agrizzi <Angelo.Agrizzi@bosasa.com>  
**Date:** Thu, 23 Sep 2010 06:00:54 +0200  
**To:** Kevin <Kevin@wakefordenterprises.co.za>  
**Subject:** RE: New perspective

I think Dr's getting old

Best Regards,

**Angelo Agrizzi**

Chief Operations Officer

Bosasa Group of Companies

Mogale Business Park

Gauteng

South Africa

Tel: +27 (0)11 662-6033

Fax: +27 (0)11 662-6138 / +27 (0)11 954-3401 Pvt

Mobile: +27 (0)82 902-8091

[Angelo.Agrizzi@bosasa.com](mailto:Angelo.Agrizzi@bosasa.com)

[Gina.Pieters@bosasa.com](mailto:Gina.Pieters@bosasa.com)

[www.bosasa.com](http://www.bosasa.com)



KW-007  
116

cid:image002.jpg@01C98C5C.5B943810

Mogale Business Park, 1 Windsor Road, Mogale City 1739

Gauteng, Republic of South Africa

**From:** Kevin [mailto:Kevin@wakefordenterprises.co.za]  
**Sent:** 22 September 2010 12:28 PM  
**To:** Angelo Agrizzi  
**Subject:** RE: New perspective  
**Importance:** High

Angelo

Just for your information. My company does not fall into the *independent contractor* category given the fact that I have multiple clients, multiple employees and other activities such as stock and property speculation.

My accountant who happens to be a CA and SARS retiree, visited his former colleagues yesterday and found out that it is absolutely impossible for a company to get a zero tax directive. What SARS are concerned about are independent contractors i.e. individuals who are more often than not are lone ranger consultants, who have one client and who form companies to avoid personal tax. The ultimate test is whether they have more than one client and more than one employee. In addition they also should have more than one type of business activity!

The bottom line is that my CC has *multiple everything!* – hence my Tax clearance certificate.

Regards

Kevin

**From:** Angelo Agrizzi [mailto:Angelo.Agrizzi@bosasa.com]  
**Sent:** 22 September 2010 11:18 AM  
**To:** kevin@wakefordenterprises.co.za  
**Subject:** TAX CLEARANCE CERTIFICATE

Kevin



KW-008.  
117

Trust you are well – i spoke to Dr – it seems the auditors are ok with the certificate

Best Regards,

**Angelo Agrizzi**

Chief Operations Officer

Bosasa Group of Companies

Mogale Business Park

Gauteng

South Africa

Tel: +27 (0)11 662-6033

Fax: +27 (0)11 662-6138 / +27 (0)11 954-3401 Pvt

Mobile: +27 (0)82 902-8091

Angelo.Agrizzi@bosasa.com

Gina.Pieters@bosasa.com

[www.bosasa.com](http://www.bosasa.com)

cid:image002.jpg@01C98C5C.5B943810

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KN-009.  
118

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No virus found in this incoming message.

Checked by AVG - [www.avg.com](http://www.avg.com)

Version: 8.5.445 / Virus Database: 271.1.1/3148 - Release Date: 09/21/10 22:15:00

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A handwritten signature in black ink, consisting of several loops and a long horizontal stroke at the bottom.

KW-0010  
119

**From:** [Kevin](#)  
**To:** [Angelo Agrizzi](#)  
**Date:** Mon, 27 Sep 2010 16:56:03 +0200  
**Subject:** RE: TAX CLEARANCE CERTIFICATE/August payment  
**Attachment(s):** 1

Thanks Angelo

**From:** Angelo Agrizzi [mailto:Angelo.Agrizzi@bosasa.com]  
**Sent:** 27 September 2010 04:33 PM  
**To:** Kevin  
**Subject:** Re: TAX CLEARANCE CERTIFICATE/August payment

Kevin  
Payment shouldve been processed I am not at the office but will check up and get back to you ASAP

Best Regards,

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

[www.bosasa.com](http://www.bosasa.com)  
Mogale Business Park, 1 Windsor Road, Mogale City 1739  
Gauteng, Republic of South Africa

---

**From:** Kevin <[Kevin@wakefordenterprises.co.za](mailto:Kevin@wakefordenterprises.co.za)>

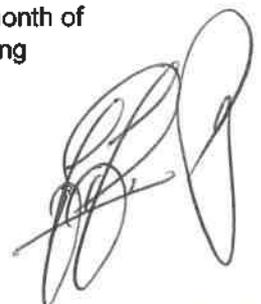
**Date:** Mon, 27 Sep 2010 16:34:39 +0200

**To:** Angelo Agrizzi <[Angelo.Agrizzi@bosasa.com](mailto:Angelo.Agrizzi@bosasa.com)>

**Subject:** RE: TAX CLEARANCE CERTIFICATE/August payment

Hi Angelo

Sorry to bother you. Please let me know as to whether last month's (August) invoice will be honoured before the end of this month. Also indicate whether I should desist from invoicing for the month of September as my VAT situation could become a constraint should I invoice without receiving subsequent payments within 30 days.



*KW-011*  
*120*

Thanks!

Kevin

**From:** Angelo Agrizzi [mailto:Angelo.Agrizzi@bosasa.com]  
**Sent:** 22 September 2010 11:18 AM  
**To:** kevin@wakefordenterprises.co.za  
**Subject:** TAX CLEARANCE CERTIFICATE

Kevin

Trust you are well – i spoke to Dr – it seems the auditors are ok with the certificate

Best Regards,

**Angelo Agrizzi**

Chief Operations Officer

Bosasa Group of Companies

Mogale Business Park

Gauteng

South Africa

Tel: +27 (0)11 662-6033

Fax: +27 (0)11 662-6138 / +27 (0)11 954-3401 Pvt

Mobile: +27 (0)82 902-8091

Angelo.Agrizzi@bosasa.com

Gina.Pieters@bosasa.com



KW 012  
121

www.bosasa.com



cid:image002.jpg@01C98C5C.

5B943810

Mogale Business Park, 1 Windsor Road, Mogale City 1739

Gauteng, Republic of South Africa

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No virus found in this incoming message.

Checked by AVG - [www.avg.com](http://www.avg.com)

Version: 8.5.445 / Virus Database: 271.1.1/3148 - Release Date: 09/21/10 22:15:00

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RW-013  
122

**From:** [Kevin](#)  
**To:** [Angelo Agrizzi](#)  
**Date:** Mon, 4 Oct 2010 12:43:55 +0200  
**Subject:** August Invoice

Dear Angelo

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

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

Regards

Kevin



RW-014  
123

**From:** [kevin@wakefordenterprises.co.za](mailto:kevin@wakefordenterprises.co.za)  
**To:** [Angelo Agrizzi, ted@wakefordenterprises.co.za](mailto:Angelo.Agrizzi, ted@wakefordenterprises.co.za)  
**Date:** Wed, 2 Feb 2011 13:54:09 +0000  
**Subject:** Tax Invoice IN100094  
**Attachment(s):** 1

Angelo

I trust you have received this invoice. Apologies for previous mess.

Regards

Kevin

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

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

From: "ted" <[ted@wakefordenterprises.co.za](mailto:ted@wakefordenterprises.co.za)>  
Date: Wed, 2 Feb 2011 15:38:48  
To: <[kevin@wakefordenterprises.co.za](mailto:kevin@wakefordenterprises.co.za)>  
Subject: FW: Tax Invoice IN100094

Dear Kev

Will issue a credit note on the invoice for R114. Apologies.

ted

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

From: ted [<mailto:ted@wakefordenterprises.co.za>]  
Sent: 02 February 2011 03:36 PM  
To: Angelo.Agrizzi@bosasa.com  
Subject: Tax Invoice IN100094

Tax Invoice IN100094 from Wakeford Investments Enterprises CC



KW-015.  
124

**From:** [Kevin](#)  
**To:** [Angelo Agrizzi, 'ted'](#)  
**CC:** [ted](#)  
**Date:** Fri, 25 Feb 2011 13:34:03 +0200  
**Subject:** FW: Tax Invoice IN100095  
**Attachment(s):** 1

Hi Angelo

Please find attached my invoice for February 2011.

Kind regards

Kevin

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

From: ted [mailto:[ted@wakefordenterprises.co.za](mailto:ted@wakefordenterprises.co.za)]  
Sent: 25 February 2011 12:40 PM  
To: [kevin@wakefordenterprises.co.za](mailto:kevin@wakefordenterprises.co.za)  
Subject: Tax Invoice IN100095

Tax Invoice IN100095 from Wakeford Investments Enterprises CC

Internal Virus Database is out of date.  
Checked by AVG - [www.avg.com](http://www.avg.com)  
Version: 8.5.448 / Virus Database: 271.1.1/3204 - Release Date: 10/18/10  
06:34:00



*KW-016-125*

4170203055

Wakeford Investments Enterprises CC

P O Box15635  
BEACON BAY  
EAST LONDON  
5207

VAT Number: 4370232524  
Cell: 083 252 4978  
kwakeford@yahoo.com

Leading Prospect Trading 111 Pty Ltd  
Private Bag 2002  
Krugersdorp  
1740

Tax Invoice

25/02/11

1

IN100095

Account	Your Reference	Tax Exempt	Sales Code
LIN001		N	Exclusive

Code	Description	Quantity	Unit	Unit Price	Disc%	Tax	Nett Price
1000000	consultancy					14.00%	100,000.00

Standard Bank. Acc241875005  
Vincent - 053-721  
Wakeford Investment Enterprise  
Received in good order  
Signed \_\_\_\_\_

Date \_\_\_\_\_

Sub Total	100,000.00
Discount @ 0.00%	0.00
Amount Excl Tax	100,000.00
Tax	14,000.00

© Softline (Pty) Ltd

Total	114,000.00
-------	------------



KW-017  
126

**From:** [Kevin](#)  
**To:** [Angelo Agrizzi](#)  
**Date:** Fri, 4 Mar 2011 12:24:35 +0200  
**Subject:** Payment timeline  
**Attachment(s):** 1

Hi Angelo,

What is your projected timeline on payment of this invoice sent to your inbox on 25/02/11?

Kind regards

Kevin

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

From: Kevin [mailto:Kevin@wakefordenterprises.co.za]  
Sent: 25 February 2011 01:34 PM  
To: 'Angelo Agrizzi'  
Cc: 'ted'  
Subject: FW: Tax Invoice IN100095

Hi Angelo

Please find attached my invoice for February 2011.

Kind regards

Kevin

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

From: ted [mailto:ted@wakefordenterprises.co.za]  
Sent: 25 February 2011 12:40 PM  
To: kevin@wakefordenterprises.co.za  
Subject: Tax Invoice IN100095

Tax Invoice IN100095 from Wakeford Investments Enterprises CC

Internal Virus Database is out of date.

Checked by AVG - www.avg.com

Version: 8.5.448 / Virus Database: 271.1.1/3204 - Release Date: 10/18/10 06:34:00



KW-018  
127

4170203055

Wakeford Investments Enterprises CC

P O Box15635  
BEACON BAY  
EAST LONDON  
5207

VAT Number: 4370232524  
Cell: 083 252 4978  
kwakeford@yahoo.com

Leading Prospect Trading 111 Pty Ltd  
Private Bag 2002  
Krugersdorp  
1740

Tax Invoice

25/02/11

1

IN100095

Account	Your Reference	Tax Exempt	Sales Code	
LIN001		N		Exclusive

Code	Description	Quantity	Unit	Unit Price	Disc%	Tax	Nett Price
1000000	consultancy					14.00%	100,000.00

Standard Bank. Acc241875005  
Vincent - 053-721  
Wakeford Investment Enterprise  
Received in good order  
Signed \_\_\_\_\_

Date \_\_\_\_\_

Sub Total	100,000.00
Discount @ 0.00%	0.00
Amount Excl Tax	100,000.00
Tax	14,000.00

Total 114,000.00



KW-019  
128

**From:** [kevin@wakefordenterprises.co.za](mailto:kevin@wakefordenterprises.co.za)  
**To:** [Angelo AgrizzirDÄFnk](mailto:Angelo AgrizzirDÄFnk)  
**Date:** Mon, 26 Jul 2010 09:22:31 +0000  
**Subject:** Fw: Tax Invoice IN100082  
**Attachment(s):** 1

See attached. Thanks. Kevin

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

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

**From:** "ted" <[ted@wakefordenterprises.co.za](mailto:ted@wakefordenterprises.co.za)>  
**Date:** Mon, 26 Jul 2010 10:56:51  
**To:** <[kevin@wakefordenterprises.co.za](mailto:kevin@wakefordenterprises.co.za)>  
**Subject:** Tax Invoice IN100082

Tax Invoice IN100082 from Wakeford Investments Enterprises CC

July invoice attached  
ted craik



*KW-020-1*  
*129*

4170203055

Wakeford Investments Enterprises CC

P O Box15635  
BEACON BAY  
EAST LONDON  
5207

VAT Number: 4370232524  
Cell: 083 252 4978  
kwakeford@yahoo.com

Leading Prospect Trading 111 Pty Ltd  
Private Bag 2002  
Krugersdorp  
1740

Tax Invoice

31/01/11

1

IN100094

Account	Your Reference	Tax Exempt	Sales Code	Exclusive
LIN001		N		

Code	Description	Quantity	Unit	Unit Price	Disc%	Tax	Nett Price
1000000	Jan Consultancy					14.00%	100,000.00

Standard Bank. Acc241875005  
Vincent - 053-721  
Wakeford Investment Enterprise  
Received in good order  
Signed \_\_\_\_\_

Date \_\_\_\_\_

Sub Total	100,000.00
Discount @ 0.00%	0.00
Amount Excl Tax	100,000.00
Tax	14,000.00



KW-020  
130

**From:** [Kevin](#)  
**To:** [Angelo Agrizzi](#)  
**Date:** Tue, 29 Mar 2011 13:29:14 +0200  
**Subject:** March Invoice - Leading Prospect Trading 111 (Pty) Ltd  
**Attachment(s):** 1

Hi Angelo

This was sent to you yesterday.....from a new accounting email. Not sure whether you opened it?

Kind regards

Kevin

**From:** Melanie Herman [mailto:[melanieh@executax.co.za](mailto:melanieh@executax.co.za)]  
**Sent:** 28 March 2011 10:26 AM  
**To:** [Angelo.Agrizzi@bosasa.com](mailto:Angelo.Agrizzi@bosasa.com)  
**Cc:** [Kevin@wakefordenterprises.co.za](mailto:Kevin@wakefordenterprises.co.za)  
**Subject:** March Invoice - Leading Prospect Trading 111 (Pty) Ltd

Good day,

Attached, please find the March 2011 invoice done on behalf of Ted Craik.

Should you have any further enquiries, please do not hesitate to contact me.

Kind regards

Executax



KW-021  
131

**Melanie Herman**  
*Accountant Assistant / Bookkeeper*

72 Frere Road  
Vincent  
East London  
5214  
South Africa

[melanieh@executax.co.za](mailto:melanieh@executax.co.za)

Tel:  
Fax:

[043 726 1127](tel:0437261127)  
043 726 1259

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Internal Virus Database is out of date.  
Checked by AVG - [www.avg.com](http://www.avg.com)  
Version: 8.5.448 / Virus Database: 271.1.1/3204 - Release Date: 10/18/10 06:34:00



RW-022  
132

VAT Number: 4370232524  
Cell: 083 252 4978  
kwakeford@yahoo.com

Wakeford Investments Enterprises CC  
P O Box15635  
BEACON BAY  
EAST LONDON  
5207

Tax Invoice	
Date	28/03/11
Page	1
Document No	IN100088

Leading Prospect Trading 111 Pty Ltd  
Private Bag 2002  
Krugersdorp  
1740

Deliver to  
Private Bag 2002  
Krugersdorp  
1740

Account	Your Reference	Tax Exempt	Tax Reference	Sales Code
LIN001		N	4170203055	Exclusive

Code	Description	Quantity	Unit	Unit Price	Disc%	Tax	Nett Price
1000000	Advisory Services					14.00%	100,000.00

Standard Bank. Acc241875005  
Vincent - 063-721  
Wakeford Investment Enterprise

Received in good order

Signed \_\_\_\_\_ Date \_\_\_\_\_

Sub Total	100,000.00
Discount @ 0.00%	0.00
Amount Excl Tax	100,000.00
Tax	14,000.00
<b>Total</b>	<b>114,000.00</b>

KW-023.  
133

**From:** [Kevin](#)  
**To:** [Angelo Agrizzi](#)  
**Date:** Fri, 29 Apr 2011 11:01:44 +0200  
**Subject:** April Invoice - Leading Prospect Trading 111 (Pty) Ltd  
**Attachment(s):** 1

Hi Angelo

Did you receive this email on the 26<sup>th</sup>?

Regards

Kevin

**From:** Melanie Herman [mailto:[melanieh@executax.co.za](mailto:melanieh@executax.co.za)]  
**Sent:** 26 April 2011 11:36 AM  
**To:** [Angelo.Agrizzi@bosasa.com](mailto:Angelo.Agrizzi@bosasa.com)  
**Cc:** [Kevin@wakefordenterprises.co.za](mailto:Kevin@wakefordenterprises.co.za)  
**Subject:** April Invoice - Leading Prospect Trading 111 (Pty) Ltd

Good Day,

Attached, please find the April 2011 invoice done on behalf of Ted Craik.

Kind Regards

Executax

**Melanie Herman**  
*Accountant Assistant / Bookkeeper*

72 Frere Road  
Vincent  
East London



RN-024  
134

5214  
South Africa

[melanieh@executax.co.za](mailto:melanieh@executax.co.za)

Tel:  
Fax:

[043 726 1127](tel:0437261127)  
[043 726 1259](tel:0437261259)

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Internal Virus Database is out of date.  
Checked by AVG - [www.avg.com](http://www.avg.com)  
Version: 8.5.448 / Virus Database: 271.1.1/3204 - Release Date: 10/18/10 06:34:00

A handwritten signature in black ink, consisting of stylized, overlapping loops and lines, located in the bottom right corner of the page.

*RN-025135*

VAT Number: 4370232524  
 Cell: 083 252 4978  
 kwakeford@yahoo.com

Wakeford Investments Enterprises CC  
 P O Box15635  
 BEACON BAY  
 EAST LONDON  
 5207

Tax Invoice	
Date	01/04/11
Page	1
Document No	IN100089

Leading Prospect Trading 111 Pty Ltd  
 Private Bag 2002  
 Krugersdorp  
 1740

Deliver to

Account	Your Reference	Tax Exempt	Tax Reference	Sales Code
LIN001		N	4170203055	Exclusive

Code	Description	Quantity	Unit	Unit Price	Disc%	Tax	Nett Price
------	-------------	----------	------	------------	-------	-----	------------

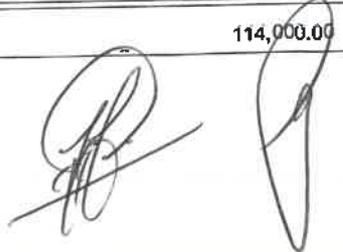
1000000	Advisory Services					14.00%	100,000.00
---------	-------------------	--	--	--	--	--------	------------

Standard Bank. Acc241875005  
 Vincent - 053-721  
 Wakeford Investment Enterprise

Received in good order

Signed \_\_\_\_\_ Date \_\_\_\_\_

Sub Total	100,000.00
Discount @ 0.00%	0.00
Amount Excl Tax	100,000.00
Tax	14,000.00
<b>Total</b>	<b>114,000.00</b>



KW-026  
136

**From:** [Kevin](#)  
**To:** [Angelo Agrizzi](#)  
**Date:** Wed, 25 May 2011 14:58:36 +0200  
**Subject:** FW: Leading Prospect Trading - May Invoice  
**Attachment(s):** 1

Just resending to you in case!

**From:** Melanie Herman [mailto:[melanieh@executax.co.za](mailto:melanieh@executax.co.za)]  
**Sent:** 25 May 2011 01:50 PM  
**To:** [Angelo.Agrizzi@bosasa.com](mailto:Angelo.Agrizzi@bosasa.com)  
**Cc:** [Kevin@wakefordenterprises.co.za](mailto:Kevin@wakefordenterprises.co.za)  
**Subject:** Leading Prospect Trading - May invoice  
**Importance:** High

Good day,

Attached, please find the May invoice done on behalf of Ted Craik.

Kind Regards

Executax

**Melanie Herman**  
*Accountant Assistant / Bookkeeper*

72 Frere Road  
Vincent  
East London  
5214  
South Africa

[melanieh@executax.co.za](mailto:melanieh@executax.co.za)

Tel:  
Fax:

[043 726 1127](tel:0437261127)  
[043 726 1259](tel:0437261259)



RW-027  
137

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Internal Virus Database is out of date.  
Checked by AVG - [www.avg.com](http://www.avg.com)  
Version: 8.5.448 / Virus Database: 271.1.1/3204 - Release Date: 10/18/10 06:34:00

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke at the bottom.

*RW-028138*

VAT Number: 4370232524  
 Cell: 083 252 4978  
 kwakeford@yahoo.com

Wakeford Investments Enterprises CC  
 P O Box15635  
 BEACON BAY  
 EAST LONDON  
 5207

Tax Invoice	
Date	23/05/11
Page	1
Document No	IN100090

Leading Prospect Trading 111 Pty Ltd  
 Private Bag 2002  
 Krugersdorp  
 1740

Deliver to

Account	Your Reference	Tax Exempt	Tax Reference	Sales Code
11001		N	4170203055	Exclusive

Code	Description	Quantity	Unit	Unit Price	Disc%	Tax	Nett Price
1000000	Advisory Services					14.00%	100,000.00

Standard Bank. Acc241875005  
 Vincent - 053-721  
 Wakeford Investment Enterprise

Received in good order

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Sub Total	100,000.00
Discount @ 0.00%	0.00
Amount Excl Tax	100,000.00
Tax	14,000.00
<b>Total</b>	<b>114,000.00</b>



KW-029  
139

**From:** [Kevin](#)  
**To:** [Angelo Agrizzi](#)  
**Date:** Tue, 21 Jun 2011 15:32:19 +0200  
**Subject:** June Invoice  
**Attachment(s):** 1

Dear Angelo

I am sending my June invoice a bit early as I will be away as of Monday 26<sup>th</sup> June until the 8<sup>th</sup> July. This is not a hint for a early payment but rather getting my administration behind me before I leave.

Please note that I will be contactable at all times for matters related to Leading Prospects!

Kind regards

Kevin



RW-030  
140

**From:** [Kevin](#)  
**To:** [Angelo Agrizzi](#)  
**Date:** Fri, 1 Jul 2011 10:29:42 +0200  
**Subject:** Monday Visit  
**Attachment(s):** 1

Hi Angelo

Hello from the Amathola Mountains. My friend says the Monday visit went well. I will get more detail on my return. I note that I have not received payment for June. When can I expect payment. See attached that I sent to you on the 21<sup>st</sup>.

Regards

Kevin

**From:** Kevin [mailto:Kevin@wakefordenterprises.co.za]  
**Sent:** 21 June 2011 03:32 PM  
**To:** 'Angelo Agrizzi'  
**Subject:** June Invoice  
**Importance:** High

Dear Angelo

I am sending my June invoice a bit early as I will be away as of Monday 26<sup>th</sup> June until the 8<sup>th</sup> July. This is not a hint for a early payment but rather getting my administration behind me before I leave.

Please note that I will be contactable at all times for matters related to Leading Prospects!

Kind regards

Kevin



*KN-031*  
**141**

VAT Number: 4370232524  
 Cell: 083 252 4978  
 kevin@wakefordenterprises.co.za

Wakeford Investments Enterprises CC  
 PO BOX 87163  
 BRYANSTON  
 2021

Tax Invoice	
Date	21/06/11
Page	1
Document No	IN100092

Leading Prospect Trading 111 Pty Ltd  
 Private Bag 2002  
 Krugersdorp  
 1740

Deliver to

Account	Your Reference	Tax Exempt	Tax Reference	Sales Code
LIN001		N	4170203055	Exclusive

Code	Description	Quantity	Unit	Unit Price	Disc%	Tax	Nett Price
1000000	Advisory Services					14.00%	100,000.00

Standard Bank, Acc 241875005  
 Vincent Park - 053-721  
 Wakeford Investment Enterprise

Received in good order

Signed \_\_\_\_\_ Date \_\_\_\_\_

Sub Total	100,000.00
Discount @ 0.00%	0.00
Amount Excl Tax	100,000.00
Tax	14,000.00
<b>Total</b>	<b>114,000.00</b>

*KN-032  
142*

**From:** [Kevin](#)  
**To:** [Angelo Agrizzi](#)  
**Date:** Sun, 24 Jul 2011 19:33:54 +0200  
**Subject:** Guidance

Hi Angelo

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

Let me know what your thoughts are!

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

Kind regards

Kevin



KW-033  
143

**From:** [kevin@wakefordenterprises.co.za](mailto:kevin@wakefordenterprises.co.za)  
**To:** [Angelo Agrizzi](mailto:Angelo Agrizzi)  
**Date:** Tue, 26 Jul 2011 12:56:29 +0000  
**Subject:** Fw: Wakeford Investments Enterprises CC  
**Attachment(s):** 1

Hi Angelo

Please see attached invoice for July.

Thanks

Kevin

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

---

**From:** "Julie Joubert" <[juliej@executax.co.za](mailto:juliej@executax.co.za)>  
**Date:** Tue, 26 Jul 2011 14:28:33 +0200  
**To:** 'Kevin' <[Kevin@wakefordenterprises.co.za](mailto:Kevin@wakefordenterprises.co.za)>  
**Subject:** Wakeford Investments Enterprises CC

Hi Kevin

Kindly find attached invoice for July.

I had originally emailed the invoice to you via pastel this morning at 9:00.

Kind regards,

**Julie Joubert**  
*Accountant Assistant / Bookkeeper*

72 Frere Road  
Vincent  
East London  
5214  
South Africa

[juliej@executax.co.za](mailto:juliej@executax.co.za)

Tel:  
Fax:



*KN-034*  
*144*

VAT Number: 4370232524  
Cell: 083 252 4978  
kevin@wakefordenterprises.co.za

Wakeford Investments Enterprises CC  
PO BOX 67163  
BRYANSTON  
2021

Tax Invoice	
Date	25/07/11
Page	1
Document No	IN100093

Leading Prospect Trading 111 Pty Ltd  
Private Bag 2002  
Krugersdorp  
1740

Deliver to

Account	Your Reference	Tax Exempt	Tax Reference	Sales Code	Exclusive
IN001		N	4170203055		

Code	Description	Quantity	Unit	Unit Price	Disc%	Tax	Nett Price
1000000	Advisory Services					14.00%	100,000.00

Standard Bank. Acc 241875005  
Vincent Park - 053-721  
Wakeford Investment Enterprise

Received in good order

Signed \_\_\_\_\_ Date \_\_\_\_\_

Sub Total	100,000.00
Discount @ 0.00%	0.00
Amount Excl Tax	100,000.00
Tax	14,000.00
<b>Total</b>	<b>114,000.00</b>



KW-035 145

**From:** [kevin@wakefordenterprises.co.za](mailto:kevin@wakefordenterprises.co.za)  
**To:** [Angelo Agrizzi](#)  
**Date:** Thu, 16 Jun 2011 08:53:29 +0000  
**Subject:** Smarties

I will be checking out the confectionery tomorrow morning!

Would you like to check out the colour variations?

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

A handwritten signature in black ink, consisting of stylized, overlapping loops and a long horizontal stroke at the bottom.

146

**From:** [kevin@wakefordenterprises.co.za](mailto:kevin@wakefordenterprises.co.za)  
**To:** [Angelo Agrizzi](#)  
**Date:** Mon, 20 Jun 2011 14:39:06 +0000  
**Subject:** Smarties confirmed

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

A handwritten signature in black ink, appearing to be 'K. Agrizzi', located in the bottom right corner of the page.

ANNEX KW-37.1  
147

**From:** [Kevin](#)  
**To:** [Angelo Agrizzi](#)  
**Date:** Wed, 20 Jul 2011 12:08:24 +0200  
**Subject:** Cement Quote

Hi Angelo

Could you give me a quote on 30 cubic metres of 20 NPA cement including VAT?

Regards

*CIRCA WHEN  
CEMENT STARTED.*

Kevin



KN-037-2.  
148

**From:** [Kevin](#)  
**To:** [Gavin Watson, Angelo Agrizzi, 'Valence'](#)  
**Date:** Thu, 3 Feb 2011 09:21:26 +0200  
**Subject:** Christine Qunta

Dear All

Christine Qunta is an attorney from CTN who opposed John Myburg's Commission Report on "the Investigation into the Rapid depreciation into the Rand" in 2002. She was one of 3 Commissioners. She opted to issue a *Minority Report* which questioned Myburg's findings and recommendations. Her courageous stand on this matter led to her economic marginalisation.

Times are difficult for her at the moment! She is a well versed attorney in contract law and commercial/general litigation in JHB or CTN. She is also willing to serve as an independent director on company boards.

Please consider her skills if you require legal services or board representation.

Kind regards

Kevin Wakeford



KN-038. 149

**From:** [kevin@wakefordenterprises.co.za](mailto:kevin@wakefordenterprises.co.za)  
**To:** [Angelo Agrizzi](mailto:Angelo.Agrizzi)  
**Date:** Sat, 27 Feb 2010 14:26:35 +0000  
**Subject:** Fw: Patricia Godfrey - CV  
**Attachment(s):** 1

Hi Angelo

If you are in need of good PA or Office Coordinator, please see attached. Worked on Home Affairs Turnaround and excellent on Government payment/collections process. Thanks. Kevin

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

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

From: "Patricia Godfrey" <Patricia.Godfrey@dha.gov.za>  
Date: Wed, 24 Feb 2010 12:22:44  
To: <kevin@wakefordenterprises.co.za>  
Subject: Patricia Godfrey - CV

Dear Kevin,

Herewith please find my curriculum vitae.  
I am willing to take a drop in salary.

Many thanks and much appreciated.

Regards  
Pat

My personal email address is as follows:

patriciagodfrey@telkomsa.net



*KW - 039 150*

**From:** [kevin@wakefordenterprises.co.za](mailto:kevin@wakefordenterprises.co.za)  
**To:** [Angelo Agrizzi](#)  
**Date:** Fri, 8 Jul 2011 12:58:09 +0000  
**Subject:** Interveiw

Hi Angelo

I suspect that you forgot to ring the young Indian lass for an interveiw with the fleet side of the business. I gave you her CV. Could you set up an interveiw? Could you ring her by Monday?

Thanks

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

A handwritten signature in black ink, appearing to be 'KW', located in the bottom right corner of the page.

*RW-040.151*

**From:** [Kevin](#)  
**To:** [Angelo Agrizzi](#)  
**Date:** Mon, 11 Jul 2011 10:38:52 +0200  
**Subject:** Interveiw reminder

Hi Angelo

Just a reminder that I agreed to the fact that you would ring the young Indian lady today in order to set up the appointment.

Please confirm with me once you have set it up. This is a delicate balance. No commitment to job is required if no posts are vacant. Just building alliances with the right people.

Many thanks

Kevin



*KW - 041 152*

**From:** [kevin@wakefordenterprises.co.za](mailto:kevin@wakefordenterprises.co.za)  
**To:** [Angelo Agrizzi](#)  
**Date:** Tue, 19 Jul 2011 05:57:01 +0000  
**Subject:** Human Resources Interview

Lady still waiting for Human Resources to contact her!

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

A handwritten signature in black ink, appearing to be 'K. Agrizzi', located in the bottom right corner of the page.

RN-042 153

**From:** [Kevin Wakeford](#)  
**To:** [Angelo Agrizzi](#)  
**Date:** Fri, 9 Oct 2009 02:05:33 -0700 (PDT)  
**Subject:** Re: Draft Proposal  
**Attachment(s):** 1

Dear Angelo

Why is this confidential? This is a genuine and transparent business proposal. Rather discuss your response verbally. I hate emails.

May I suggest that the costings are rather high! I would go for a fixed retainer inclusive of all costs @ R100 000.00 per month reviewable on a 6 monthly basis.

Regards

Kevin

---

**From:** Angelo Agrizzi <Angelo.Agrizzi@bosasa.com>  
**To:** Kevin Wakeford <kwakeford@yahoo.com>  
**Sent:** Thu, October 8, 2009 3:35:56 PM  
**Subject:** FW: Draft Proposal

Very confidential – please don't discuss

Best Regards,

**Angelo Agrizzi**

Chief Operations Officer

Bosasa Group of Companies

Mogale Business Park

Gauteng

South Africa

Tel: +27 (0)11 662-6033

Fax: +27 (0)11 662-6138 / +27 (0)11 954-3401 Pvt

Mobile: +27 (0)82 902-8091



KN 043.154

Angelo.Agrizzi@bosasa.com

Gina.Pieters@bosasa.com

www.bosasa.com

Mogale Business Park, 1 Windsor Road, Mogale City 1739

Gauteng, Republic of South Africa

**From:** Aneel Radhakrishna [mailto:aneel@akhile.co.za]  
**Sent:** 08 October 2009 11:40 AM  
**To:** Angelo Agrizzi  
**Subject:** Draft Proposal

Hi Angelo,

Thanks for the meeting yesterday – pse find attached for your information a draft for further discussions and negotiations. Hope this captures the spirit of our discussions. Thanks and chat later.

**Regards**

**Aneel Radhakrishna**

**Chief Executive Officer**

**Akhile Management and Consulting**

Office: +27(0) 12 460 1945

Mobile: +27(0) 82 825 1623

Fax: +27(0) 86 613 8850

Email: aneel@akhile.co.za

[www.akhile.co.za](http://www.akhile.co.za)

Akhile Management and Consulting (Pty) Ltd

PostNet Suite # 150

Private Bag X25723

MONUMENT PARK



KW-044  
155

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\_\_\_\_\_ Information from ESET NOD32 Antivirus, version of virus signature database 4489  
(20091008) \_\_\_\_\_

The message was checked by ESET NOD32 Antivirus.

<http://www.eset.com>

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[http://www.bosasa.com/Privacy\\_Policy\\_Disclaimer.pdf](http://www.bosasa.com/Privacy_Policy_Disclaimer.pdf)



RN045 156

**From:** [Estelle Visagie](#)  
**To:** [Angelo Agrizzi](#), [Aneel Radhakrishna](#) 翻译爱合 翻译爱合 翻译爱合  
**CC:** [Aneel Radhakrishna](#)  
**Date:** Thu, 17 May 2012 09:18:52 +0200  
**Subject:** Fw: DCWS - Leading Prospect  
**Attachment(s):** 3

Good Angelo  
 Attached is also an invoice for February 2012 that is still outstanding.

Regards  
 Estelle

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

**From:** [Estelle Visagie](#)  
**To:** [angelo.agrizzi@bosasa.com](mailto:angelo.agrizzi@bosasa.com)  
**Cc:** [Aneel Radhakrishna](#)  
**Sent:** Thursday, May 10, 2012 4:45 PM  
**Subject:** DCWS - Leading Prospect

Good Day Angelo  
 Attached please find the invoice for April 2012 as well as the recon

Regards  
 Estelle Visagie  
 Financial Health

021-872 5025 Tel  
 086 750 4838 / 021-872 1980 Fax

Information from ESET NOD32 Antivirus, version of virus signature database 7126  
 (20120510) \_\_\_\_\_

The message was checked by ESET NOD32 Antivirus.

<http://www.eset.com>

Information from ESET NOD32 Antivirus, version of virus signature database 7143  
 (20120516) \_\_\_\_\_

The message was checked by ESET NOD32 Antivirus.

<http://www.eset.com>

Information from ESET NOD32 Antivirus, version of virus signature database 7143  
 (20120516) \_\_\_\_\_

The message was checked by ESET NOD32 Antivirus.

<http://www.eset.com>



KN 046.  
157**ANEEL RADHAKRISHNA**

<b>DATE</b>	<b>Description</b>	<b>Invoice</b>	<b>Amount</b>	<b>Received</b>
01/05/2011	Leading Prospect	INA10042	57 000,00	
01/06/2011	Leading Prospect	INA10043	57 000,00	
06/07/2001	Leading Prospect	INA10051	57 000,00	
07/07/2011	Leading Prospect			57 000,00
25/07/2011	Leading Prospect	INA10054	57 000,00	
28/07/2011	Leading Prospect			57 000,00
02/08/2011	To Aneel			
25/08/2011	Leading Prospect	INA10057	57 000,00	
31/08/2011	Leading Prospect			57 000,00
05/09/2011	To Aneel			
25/09/2011	Leading Prospect	INA10058	57 000,00	
25/10/2011	Leading Prospect	INA10063	57 000,00	
14/11/2011	Leading Prospect			57 000,00
15/11/2011	To Aneel			
30/11/2011	Leading Prospect	INA10066	57 000,00	
29/12/2011	Leading Prospect	INA10067	57 000,00	
13/01/2012	Leading Prospect			114 000,00
13/01/2012	To Aneel			
31/01/2012	Leading Prospect	INA10068	57 000,00	
28/02/2012	Leading Prospect	INA10074	57 000,00	
30/03/2012	Leading Prospect	INA10075	57 000,00	
			<b>684 000,00</b>	<b>342 000,00</b>

Leading Prospects still owes Aneel

**342 000,00**

RN-047  
158

**From:** .  
**To:** [Angelo Agrizzi](#)  
**Date:** Tue, 10 Apr 2012 16:51:47 +0200  
**Subject:** Distinctive Choice Wines outstanding documentation as at 10 April 2012.xls  
**AttachmentList:** 1

---

Hi Angelo,

Invoices highlighted in yellow have not been received and therefore not paid.

Regards

Carlos



*KW - 0048*  
*159*

**From:** [kevin@wakefordenterprises.co.za](mailto:kevin@wakefordenterprises.co.za)  
**To:** [Angelo Agrizzi, bigjohn, chrisnae@gfia.co.za](mailto:Angelo Agrizzi, bigjohn, chrisnae@gfia.co.za)  
**Date:** Mon, 25 Jul 2011 19:28:38 +0000  
**Subject:** Food Supply Oportunities

Meeting postponed as suggested by George  
Sent via my BlackBerry from Vodacom - let your email find you!

A handwritten signature in black ink, appearing to be 'G.P.' or similar, located in the bottom right corner of the page.

KW-049  
160

**From:** [Kevin](#)  
**To:** [Angelo Agrizzi](#)  
**Date:** Mon, 20 Jun 2011 12:38:03 +0200  
**Subject:** Irvine's Appliance Repairs and Electrical

Dear Angelo

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

Many thanks for your help on this matter.

Andrew Irvine will revert to you with more comprehensive information tomorrow. Andrew's details are as follows: 0717050961 or 011-4251236.

Kind regards

Kevin Wakeford



KN-050  
161

**From:** [Kevin](#)  
**To:** [Angelo Agrizzi](#)  
**Date:** Mon, 11 Jul 2011 14:53:56 +0200  
**Subject:** Meeting

Hi Angelo,

Could Ronnie (Euro equipment) and I meet you on Wednesday morning at 8h00? He has his final price list and manuals. Meeting will be 20 minutes.

Thereafter I need to chat to you and Andries about an important matter!

Thanks

Kevin



*KW-051.  
162*

**From:** [kevin@wakefordenterprises.co.za](mailto:kevin@wakefordenterprises.co.za)  
**To:** [Angelo Agrizzi](mailto:Angelo Agrizzi)  
**Date:** Thu, 21 Jul 2011 18:09:34 +0000  
**Subject:** Fw: Item Based Price List  
**Attachment(s):** 1

Hi Angelo

Check attached and keep Tuesday lunch time open. We are meeting George in Alberton for lunch about this and other matters, if that's ok!

Thanks

Kev

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

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

From: "bigjohn" <[bigjohn@octavosec.co.za](mailto:bigjohn@octavosec.co.za)>  
Date: Thu, 21 Jul 2011 10:02:23  
To: <[kevin@wakefordenterprises.co.za](mailto:kevin@wakefordenterprises.co.za)>  
Subject: Item Based Price List

Good morning Kevin as per your discussion with George here is our product and price list that we could possibly supply your company with please feel free to contact me Yianni at 082 555 1596 should you have any queries thank you.



KW-052  
163

**From:** [kevin@wakefordenterprises.co.za](mailto:kevin@wakefordenterprises.co.za)  
**To:** [Angelo Agrizzi](mailto:Angelo.Agrizzi)  
**Date:** Sun, 31 Jul 2011 17:07:24 +0000  
**Subject:** Re: Monday

No problem. I will see you anyway.  
Sent via my BlackBerry from Vodacom - let your email find you!

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

From: Angelo Agrizzi <[Angelo.Agrizzi@bosasa.com](mailto:Angelo.Agrizzi@bosasa.com)>  
Date: Sun, 31 Jul 2011 18:50:31  
To: [kevin@wakefordenterprises.co.za](mailto:kevin@wakefordenterprises.co.za) <[kevin@wakefordenterprises.co.za](mailto:kevin@wakefordenterprises.co.za)>  
Subject: Re: Monday

Should be ok I am at the office I don't know if Gavin is back

Angelo Agrizzi  
Chief Operations Officer  
Bosasa Group of Companies  
Mogale Business Park  
Windsor road  
Luipaardsvlei  
KRUGERSDORP  
South Africa

[Angelo.Agrizzi@Bosasa.com](mailto:Angelo.Agrizzi@Bosasa.com)  
[Gina.Pieters@Bosasa.com](mailto:Gina.Pieters@Bosasa.com)  
+{0} 27 82 902 8091  
+{0} 27 11 662 6033

Sent via IPad

On 31 Jul 2011, at 18:48, "kevin@wakefordenterprises.co.za" <[kevin@wakefordenterprises.co.za](mailto:kevin@wakefordenterprises.co.za)> wrote:

> Hi A  
>  
> Is 10h00 ok for tomorrow?  
>  
> Kev  
> Sent via my BlackBerry from Vodacom - let your email find you!

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*KN 053.  
164*

**From:** [kevin@wakefordenterprises.co.za](mailto:kevin@wakefordenterprises.co.za)  
**To:** [Angelo Agrizzi](#)  
**Date:** Mon, 1 Mar 2010 14:15:15 +0000  
**Subject:** Meat supply

Dear Angelo, could you email me the different types, cuts and quantities of meat, poultry, pork, patties, sausage etc that you use in Gauteng. Specifications etc will help. Rgds. Kevin  
Sent via my BlackBerry from Vodacom - let your email find you!

A handwritten signature in black ink, appearing to be 'K. Agrizzi', located in the bottom right corner of the page.

*KW - 054  
165*

**From:** [Kevin](#)  
**To:** [Angelo Agrizzi, vic@simmers.co.za, 'Valence Watson'](#)  
**CC:** [Valence Watson](#)  
**Date:** Tue, 16 Mar 2010 14:20:12 +0200  
**Subject:** Meeting

Dear Vic

Many thanks for agreeing to meet Angelo and myself of Tuesday 23<sup>rd</sup> March at 15h00 at Simmers H/O.

Kind regards

Kevin

A handwritten signature in black ink, consisting of a large, stylized 'K' followed by a series of loops and a horizontal line at the bottom.

*KW-055  
166*

**From:** [kevin@wakefordenterprises.co.za](mailto:kevin@wakefordenterprises.co.za)  
**To:** [Angelo Agrizzi](mailto:Angelo Agrizzi)  
**Date:** Tue, 1 Mar 2011 04:31:45 +0000  
**Subject:** Re: MEETING 1ST MARCH 2011  
**Attachment(s):** 1

Thanks Angelo.

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

---

**From:** Angelo Agrizzi <Angelo.Agrizzi@bosasa.com>  
**Date:** Tue, 1 Mar 2011 06:20:00 +0200  
**To:** Kevin<Kevin@wakefordenterprises.co.za>  
**Subject:** MEETING 1ST MARCH 2011

Morning Kevin,

Trust you are well. Note that the meeting will be held at the Business Centre at the Michelangelo at 18:00,

Best Regards,

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



[Gina.Pieters@bosasa.com](mailto:Gina.Pieters@bosasa.com)



RW 056.  
167

www.bosasa.com

cid:image002.jpg@01C98C5C.5B943810

Mogale Business Park, 1 Windsor Road, Mogale City 1739

Gauteng, Republic of South Africa

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*KN-057*  
*168*

**From:** [kevin@wakefordenterprises.co.za](mailto:kevin@wakefordenterprises.co.za)  
**To:** [Angelo Agrizzi](#)  
**Date:** Sat, 16 Jul 2011 06:04:23 +0000  
**Subject:** Fw: BP Service Stations - Dry Sites  
**Attachment(s):** 2

Fyi

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

---

**From:** Marion Mangold <MarionM@firstequity.co.za>  
**Date:** Fri, 15 Jul 2011 14:15:51 +0000  
**To:** [nick@8it.co.za](mailto:nick@8it.co.za)<[nick@8it.co.za](mailto:nick@8it.co.za)>; Taryn 8IT/9IT<[taryn@9it.co.za](mailto:taryn@9it.co.za)>; Elizabeth Mangold<[elizabeth@kinstler.co.za](mailto:elizabeth@kinstler.co.za)>; Chad Nelson<[chad@theredphone.co.za](mailto:chad@theredphone.co.za)>  
**Cc:** Kevin<[Kevin@wakefordenterprises.co.za](mailto:Kevin@wakefordenterprises.co.za)>; Ingrid Logan<[ingrid@pronetravel.co.za](mailto:ingrid@pronetravel.co.za)>  
**Subject:** BP Service Stations - Dry Sites

Hi Guys

*Marion*

**Marion Mangold**

**firstEquity**

direct +27 11 510 1307 swb +27 11 510 1300 fax +27 11 706 4959 directfax +27 86 687 9719 mobile +27 83 341 2222  
postal po box 71431, bryanston, 2021  
office north block, culross court, 16 culross road, bryanston  
[www firstequity.co.za](http://www.firstequity.co.za)  
fsp 25937  
reg 2005/037205/07

Attached is spreadsheet showing which BP service stations are dry, yellow highlighted areas. Dont know how accurate this is but at least you can look up, phone a petrol outlet in your area and check if there is fuel. Better than driving around. Nicholas you will see it indicates that Strubens Valley BP has stock.

LL and Enjoy da weekend

Marion Mangold.gif



RW - 058  
169

**From:** [Kevin](#)  
**To:** [Angelo Agrizzi](#), [Gavin Watson](#)  
**Date:** Fri, 25 Feb 2011 14:29:13 +0200  
**Subject:** Gijima Cautionary

FYI

24 Feb 2011

GIJ

GIJ

GIJ - Gijima Group Limited - Cautionary Announcement - Resolution of  
Dispute

GIJIMA GROUP LIMITED

(Incorporated in the Republic of South Africa)

Registration number 1998/021790/06

Share code: GIJ

ISIN: ZAE000147443

("Gijima" or "the Company")

**CAUTIONARY ANNOUNCEMENT - RESOLUTION OF DISPUTE**

Shareholders are referred to the various SENS announcements released in 2010 where it was reported that Gijima had received a letter dated 13 April 2010 from the Department of Home Affairs ("the Department"), in which the Department contested the validity of a contract it concluded with Gijima in June 2008. The contract for the "Who Am I Online" (WAIO) system covers the design, development and implementation of an integrated core system for the Department, including all business processes of both its Civics and Immigration Divisions.

The Company confirms that it is involved in ongoing discussions with the Department. It remains optimistic that the discussions will result in a resolution of the dispute.

Shareholders are advised to exercise caution when trading in Gijima



KW 059  
170

shares until further notice.

Samrand

24 February 2011

Sponsor

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke at the bottom.

RW-060  
171

**From:** [Kevin](#)  
**To:** [Angelo Agrizzi](#)  
**Date:** Thu, 15 Oct 2009 05:40:23 +0200  
**Subject:** BOSASA Report XNM Exec[1]  
**Attachment(s):** 1

Dear Angelo

See attached. I have done some quality control albeit that the document is rather cryptic.

See you later!

Kevin

PS. Note my new email address.

A handwritten signature in black ink, appearing to be the name 'Kevin', located in the bottom right corner of the page.

*KW-061*  
*172*

## **REPORT ON ALLEGATIONS – BOSASA GROUP OF COMPANIES**

*It must be noted that all the mentioned contracts have been previously subjected to National Auditor General Audits, as well as SIU Audits with no irregularities regarding the process as now alleged in the latest SIU report.*

*In all instances the relevant Bid committees (as required) were constituted, with the decision being based on the factual evidence presented in the tenders that Bosasa/Sondolo/Phezulu offered the best value proposition.*

### **EXECUTIVE SUMMARY**

#### **HK 2/2004 – Catering and Related Services**

- During 2002 / 2003 the Department of Correctional Services received numerous complaints as well as court motions / applications from various inmates regarding the non – compliance to the Act regarding nutritional requirements and serving of meals.
- The Inspecting judges subsequently published a report detailing the shortcomings in the services offered by the Department of Correctional Services internal catering and management staff.
- Commissioner Mti was referred to the Bosasa Youth Development Centres, the two private facilities (PPP) as well as the Lindela repatriation centre and Ekhuseni by various inspecting judges, to look at adopting similar benchmarks for the Department of Correctional Services; during the investigation all the private parties tendered their assistance in providing the benchmarks.
- Mti instructed Mlombile (the Regional Commissioner Gauteng, and acting CDC Corrections – (Line Function) – with the largest region in terms of complaints) and Gillingham (Regional Commissioner Limpopo Mpumalanga Northwest) to look into the possibility of adopting private sector solutions and principles to address the concerns raised by the parties.
- Mlombile and Gillingham initially commenced on establishing a training programme to look at alleviating the concerns, by training and developing staff, to ensure adherence and compliance to the Correctional Services Act, whilst seeking insights from various privatised facilities in terms of possible best practises.
- During an Extended EMC (Executive Management Committee) meeting held in 2004, Gillingham and Mlombile prepared a presentation with various configurations and options, which included outsourcing. It was agreed strategically and decided by the EMC committee members that outsourcing would be an option to consider whilst attempting to address the problems. This was indeed in alignment with the promulgation of the New Act 111, which inter alia specified the three meal system and reinforced the need for a solution.
- The EMC then took a decision to look at outsourcing catering and maintenance (maintenance as a result of the ineffective service on the catering facilities provided by the Department of Public Works) – as well as to address issues regarding the JALI Commission, which proposed changes to;
  - Nutrition
  - Procurement Processes
  - Insufficient Staff Training
  - Lack of Security and Control Measures
- Subsequent to the initial project plan, Mlombile and Gillingham agreed that certain Best Practices should be implemented. These principles emanated from the visits to different facilities such as Lindela and the youth centres managed by BOSASA amongst other service providers'. Various role-players were contacted to provide copies of the standards that they were utilising, hence the email from



KN-062  
173

Gillingham to Agrizzi on the 26<sup>th</sup> April 2004, where advice was sought. Other private facilities and service providers were contacted in a similar vein.

- The then existing rations scales and specifications including the therapeutic diets were retained. This would be strengthened by adding certain specifications like quality management, portion control, stock control, hygiene and improvement of nutritional value. Given the fact that the Department only focussed on the ration scales it was agreed that the ancillary specifications be sourced from the other service providers.
- The so called checklist "Bid Evaluation Criteria" (28<sup>th</sup> June 2004 - Agrizzi E Mail) was in fact part of the tender document originally designed by the Department, and the email sent could very well have been a standard question from a bidder, or a proposal. Since the closing date was 25<sup>th</sup> June, the Agrizzi email would not have been responded to. The criteria were subsequently published on the 21<sup>st</sup> May 2004.

#### **EXECUTIVE SUMMARY**

##### **HK 2/2005 – Access Control Systems**

- During the financial year 2004 /2005 an under spending on the capital budget occurred, the Department decided to speed up the process of securing the maximum of proposed facilities. This was proposed by the directorate security management, and approved, by the Acting CDC Corrections Mlombile – with a specific proviso that the Department does not use Department Public Works
- The new generation fence erected in 2004, specifications and systems were used as a basis as developed by Department Public Works.
- Given that Bosasa had implemented Kitchen Security systems at other public facilities, a copy of their specification that they had implemented in these facilities was requested to ensure that the Department's systems could be compatible either way.
- The auditor's general report indicates that the Department in fact saved R2, 000,000.00 per month by outsourcing the supply of staffing for the control rooms.

#### **EXECUTIVE SUMMARY**

##### **HK 24/2005 – Security Fencing Solutions**

- During the financial year 2004 /2005 an under spending on the capital budget occurred, the Department decided to speed up the process of securing maximum facilities. This was proposed by directorate security management, and approved, by the Acting CDC Corrections Mlombile – with a specific proviso that the Department does not use Department Public Works.
- The new generation fence was erected in 2004. The specifications that were used as a base line were developed by Department Public Works. Minor modifications including a more rigid fence and stainless steel razor wire to eliminate the problems found with the Westville and Grootvlie facility were introduced.
- Payments were made according to the proposed schedules submitted.

#### **EXECUTIVE SUMMARY**

##### **HK 25/2005 – Television Systems Solution**

- During an EMC meeting held the issue regarding television systems and the abuse thereof was discussed. It was agreed that a National Standard should be applied where the Department could control access of offenders to programmes. Hence it was requested that a generic model be developed similar to that of an airline.

RN 063

174

**From:** [Kevin Wakeford](#)  
**To:** [Angelo Agrizzi](#), [Gavin Bradshaw](#), [Gavin Watson](#)  
**CC:** [Gavin Bradshaw](#), [gavin.watson@bosasa.com](mailto:gavin.watson@bosasa.com)  
**Date:** Mon, 9 Feb 2009 22:52:38 -0800 (PST)  
**Subject:** Fw: Position paper  
**Attachment(s):** 1

Dear Angelo,

Please check the attached position paper for the bid process and comment accordingly. I am satisfied with the general approach. You may want more emphasis in certain areas.

*INTERVENTION  
 WITH CORRECTIVE  
 SERVICES DURING  
 BID  
 PROCESS.*

Kind regards

Kevin Wakeford

— On Sun, 2/8/09, Gavin Bradshaw <[gjbrad@mweb.co.za](mailto:gjbrad@mweb.co.za)> wrote:



**From:** Gavin Bradshaw <[gjbrad@mweb.co.za](mailto:gjbrad@mweb.co.za)>  
**Subject:** Position paper  
**To:** "Kevin Wakeford" <[kwakeford@yahoo.com](mailto:kwakeford@yahoo.com)>  
**Date:** Sunday, February 8, 2009, 2:18 AM

Dear Prof Wakeford,  
 Herewith please find as attachment, the position paper as requested. Please feel free to make critical comment. I would be happy to make any adjustments that time will allow.  
 Kind regards,  
 Dr Gavin Bradshaw.

The information in this email is confidential and may be legally privileged. It is intended solely for the addressee. Access to this email by anyone else is unauthorised. If you are not the intended recipient, any disclosure, copying, distribution or any action taken or omitted to be taken in reliance on it, is prohibited and may be unlawful. If you are not the intended recipient please return the message to the sender and delete it from your records.



*KN 064 175*

**POSITION PAPER: PUBLIC PRIVATE PARTNERSHIPS;  
WITH SPECIFIC REFERENCE TO PRISONS IN SOUTH AFRICA**

**PREPARED BY  
DR GAVIN BRADSHAW  
6 FEBRUARY 2009**



*KN 065 176*

**Table of Contents:**

**Introduction**

**Background of Public Private Partnerships**

**Critiques of PPPs**

**The international experience with PPPs in the prison sector**

**PPPs in South Africa: A critical analysis**

**Conclusion**

**Source List**

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke at the bottom.

KW 066  
177

## Introduction

This position paper examines the development of public private partnerships, especially as they pertain to the construction and management of prisons in South Africa. For the sake of perspective we provide a history of the development of public-private partnerships in general, as well as the application of this vehicle to the provision of prisons globally. It is our intention to provide a critical perspective to assist decision-making in respect of the application of public-private partnerships in the context of correctional services in South Africa. Finally, we consider the proposed Public-Private Partnership approach including BOSASA, POPCRU, an international partner, and possible other partners, and comment on the appropriateness of the membership of the partnership.

The world edition of BBC News (12 Feb, 2003) maintains that a PPP is any collaboration between public bodies, such as local authorities or central government, and private companies, with a view to improving public services, with better value for money for taxpayers.

According to Michael Schur, ( 2001), "A PPP is not unlike a mortgage bond on a house, in that it allows one to finance something in advance of having the cash to do so." There is, however, still a need for care in the financing of that bond. Although a PPP may shift a financing requirement from the public to the private sector, or may defer the costs incurred on budget, or may replace a tax burden with a stream of user charge payments, it cannot increase the quantum of services that the economy can accommodate. Schur points out that the main difference between conventional procurement and PPP procurement is simply that the construction, maintenance, cost overrun and delay risks are all transferred to the private sector in the case of the PPP. Traditionally, though the private sector will have been well paid to provide the facility, these risks would have remained with the public sector.



LN 067  
178**Background of Public Private Partnerships**

Public-private partnerships for the provision of public services came about as a result of international concerns regarding high levels of public debt, which grew rapidly during the macroeconomic disturbances of the 1970s and 1980s. These concerns brought about pressures to change the prevailing model of public procurement. Governments initially sought to encourage private investment in infrastructure on the basis of accounting fallacies arising from the fact that public accounts did not distinguish between recurrent and capital expenditure (see Wikipedia Online Encyclopedia).

More than 15 years ago, belief in full scale state management and state ownership suffered a body blow with the end of the former Soviet Union; and even the softer kinds of semi-socialism practiced in countries such as Britain or Sweden received a number of setbacks. (Brittan, 2001). Whereas in the past, some governments defended their turf against the encroachment of free enterprise, more recently, some governments have been keen to shift more welfare provision into private hands to keep public spending under control, and to avoid having to raise taxes or cut benefits (Linder and Vaillancourt, 2000: 2). In the United States as well, beginning in the late nineteen seventies and early nineteen-eighties, disenchantment with public sector services grew apace. From a technical perspective, the public sector was criticized because of its monopoly, and the absence of competition in the production of services. Additionally, from an ideological perspective, a shift was taking place, which saw governments as being inherently coercive, and dominant. In terms of this shift, it was believed that the state should only play a limited role in society, and that there were virtually no services that the private sector could not deliver more efficiently.

For whatever reason, the enthusiasm worldwide, for the playing of a greater role by the private sector in the policy realm has been overwhelming. This imperative includes a number of different policy instruments, including deregulation, policy decentralization, downsizing of government, outsourcing of public services and privatization of sectors previously assumed to be what economists termed "natural monopolies". Among their advocates, public-private partnerships represent the second generation of efforts to bring competitive market discipline to bear on government provision of goods and



INTERVENTION  
 WITH PORTFOLIO 179  
 COMMITTEE.

KW 068.

**From:** [kevin@wakefordenterprises.co.za](mailto:kevin@wakefordenterprises.co.za)  
**To:** [Angelo Agrizzi](#), [Gavin Watson](#)  
**Date:** Mon, 7 Mar 2011 11:01:13 +0000  
**Subject:** Fw: Committee Secretary Contact Details

Gents

The hearings are this week. We need to make a judgement call on this matter urgently!

See below emails.

K

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

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

From: [kevin@wakefordenterprises.co.za](mailto:kevin@wakefordenterprises.co.za)  
 Date: Mon, 7 Mar 2011 10:54:49  
 To: Belinda Trout <[btrout@parliament.gov.za](mailto:btrout@parliament.gov.za)>  
 Reply-To: [kevin@wakefordenterprises.co.za](mailto:kevin@wakefordenterprises.co.za)  
 Subject: Re: Committee Secretary Contact Details

Hi Belinda

Thank you. Could you send me email addresses as well?

Regards

Kevin

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

From: Belinda Trout  
 To: Kevin Wakeford  
 Subject: Committee Secretary Contact Details  
 Sent: Mar 7, 2011 11:49

Dear Mr Wakeford

Herewith details of PC on Correctional Services:

Committee Secretary: Ms Cindy Balie 021 4033667 or 083 547 4115  
 Unit Manager: Keith Williams: 021 403 2370 or 079 498 9518

Many Thanks  
 Belinda

Ms Belinda Trout  
 Executive Secretary  
 House Chairperson: Committees, Oversight & ICT  
 National Assembly  
 Tel: 021 403 3897  
 Fax: 021 403 2587  
[btrout@parliament.gov.za](mailto:btrout@parliament.gov.za)

---

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<http://webmail.parliament.gov.za/disclaimer.html>

---

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KW-069. 180

**From:** [Kevin](#)  
**To:** ['John Beckner'](#), ['Roelf Meyer'](#), ['Valence Watson'](#), [Angelo Agrizzi](#), [Gavin Watson](#)  
**CC:** [Roelf Meyer](#), [Valence Watson](#)  
**Date:** Fri, 5 Mar 2010 11:24:45 +0200  
**Subject:** RE: LG Iris Opportunity

Dear John

Good to see you as well. The Black owned companies that are willing to consider shareholding in a **SA based company that holds the licensing rights** to the LG Iris/fingerprint product are as follows:

1. SondoloIT ([www.sondoloit.com](http://www.sondoloit.com))
2. The Bosasa Group of Companies ([www.bosasa.com](http://www.bosasa.com))
3. Vulisango Holdings (web site under construction)

Sondolo (ICT Services) are essentially part of the Bosasa Group (diversified services and facilities management) – I have therefore included both Companies due to the possibilities of using their combined institutional reach. Vulisango have considerable clout in the private sector (Mining, Commercial and Industrial) whereas Bosasa have massive REACH in the public sector! They are looking forward to meeting you in late April.

Kind regards

Kevin Wakeford

**From:** John Beckner [mailto:[jbeckner@t-online.de](mailto:jbeckner@t-online.de)]  
**Sent:** 04 March 2010 07:26 PM  
**To:** Kevin Wakeford  
**Subject:** "Sondol?"

Kevin,

Good seeing you on Monday (seems like a long time ago....).

What's the right name for the company. I've heard of them, but need to see their website, and get more data on them.



KN - 070.  
181

Thanks, and looking forward to making this happen.

Best Regards,

John

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No virus found in this incoming message.

Checked by AVG - [www.avg.com](http://www.avg.com)

Version: 8.5.435 / Virus Database: 271.1.1/2722 - Release Date: 03/04/10 19:34:00

A handwritten signature in black ink, consisting of a large, stylized initial 'J' followed by a surname that appears to be 'Beckner'.

KW071. *TO INVESTIGATE  
DEALSTREAM.*

182.

**From:** [Kevin](#)  
**To:** ['Brian Biebuyck'](#), [Andries van Tonder](#), [Angelo Agrizzi](#), ['Valence Watson'](#),  
['Sandra Freese'](#)  
**CC:** [Sandra Freese](#)  
**Date:** Sun, 15 Aug 2010 19:34:39 +0200  
**Subject:** RE: Dealstream

Dear Brian

Many thank for your letter.

1. I think the liquidators are taking a fat chance by altering the Curators closing out period. It is also interesting to note that RMB are not taking this matter further as purportedly the single biggest creditor (in terms of a section 417). It is rumoured that the FSB does not support a section 417 enquiry as well as having restricted use of Trust account funds for this purpose. This seems to be a Vox solo flight. Very dangerous!
2. The Curators report is a professional piece of work and requires careful reading by the legal team as it is damning of the negligence of most 3<sup>rd</sup> parties. Investors are the **wounded in this situation** yet they are been pursued.
3. It is a great pity that the Phezulu, Njenje and Mkele affidavits were not submitted before the liquidation order came into effect as per Sandra's report.
4. In addition, the theft of investors monies in some cases, acting without a proper discretionary mandate when executing transactions in other cases and selling Simmers directors' shares without permission (knowing that directors cannot sell shares without the expressed permission of the board) are all arrows for our quiver.

I will be away this coming week but would appreciate a meeting with affected parties and your team on my return.

Kind regards

Kevin

**From:** Brian Biebuyck [mailto:[brianbiebuyck@eversheds.co.za](mailto:brianbiebuyck@eversheds.co.za)]  
**Sent:** 13 August 2010 09:14 AM  
**To:** Andries van Tonder; Angelo Agrizzi; Valence Watson; Kevin  
**Cc:** Sandra Freese



RN-072 183

**Subject:** Dealstream

Gents

Please see attached a copy of my letter to the Dealstream liquidators which speaks for itself.

I have also attached a note by my associate identifying the issues and the concerns. Let's see what happens.

Kind regards

**Brian Biebuyck**

Director

**Eversheds**

Tel. 011 286 6900

Fax. 086-674-2751

**Direct. (011) 523-6027**

**Cell: 082 567 9074**

Email: [BrianBiebuyck@eversheds.co.za](mailto:BrianBiebuyck@eversheds.co.za)

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RN-073.

184



22 December 2009  
 The Directors  
 Bosasa Operations (Pty) Ltd and its subsidiaries  
 1 Windsor Road  
 Luipaardsvlei  
 Krugersdorp  
 1739

Dear Directors

**REPORTABLE IRREGULARITIES - CAUTIONARY**

We bring to your attention the contents of our previous correspondence dated the 10<sup>th</sup> December is in accordance with the requirements of the Auditing Profession Act No.26 of 2005 (the Act), section 45 – *Duty to report on irregularities*.

As indicated we have submitted a detailed report to the IRBA, regarding the aforementioned, and await your further report thereof.

In specific reference to the Group of Companies, we have noticed during our audit of the financial period for the 2009 year certain payments are noted to consultants, training service providers and specialist services.

Furthermore all cash transactions – inter alia the operational costs per the operational petty cash issued to the various entities for the period in question as reflected must be submitted to our offices by no later than the 18<sup>th</sup> January 2010.

Note that with immediate effect, request for payments of these costs must be submitted to our offices for further scrutiny, as we are concerned, that as per the report which alludes to junior management making unscrupulous payments.

We would like to reiterate that, where the reportable irregularity is continuing, the IRBA has a responsibility to notify and appropriate regulator in writing of the details of the reportable irregularity and to provide it with a copy of our report.

We invite you to discuss our report to the IRBA, at a meeting to be arranged as soon as possible, and at that meeting we will afford you the opportunity to make representations in respect of our report.

Yours sincerely

  
 Chris Joubert  
 MASENGVILJOEN INC  
 Registered Auditor  
 Chartered Accountant (SA)



MASENGVILJOEN

RW-074 185

22 December 2009  
 The Directors  
 Bosasa Operations (Pty) Ltd and its subsidiaries  
 1 Windsor Road  
 Luipaardsvlei  
 Krugersdorp  
 1739

Dear Directors

**REPORTABLE IRREGULARITIES - CAUTIONARY**

We bring to your attention the contents of our previous correspondence dated the 10<sup>th</sup> December is in accordance with the requirements of the Auditing Profession Act No.26 of 2005 (the Act), section 45 – *Duty to report on irregularities*.

As indicated we have submitted a detailed report to the IRBA, regarding the aforementioned, and await your further report thereof.

In specific reference to the Group of Companies, we have noticed during our audit of the financial period for the 2009 year certain payments are noted to consultants, training service providers and specialist services.

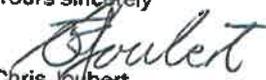
Furthermore all cash transactions – inter alia the operational costs per the operational petty cash issued to the various entities for the period in question as reflected must be submitted to our offices by no later than the 18<sup>th</sup> January 2010.

Note that with immediate effect, request for payments of these costs must be submitted to our offices for further scrutiny, as we are concerned, that as per the report which alludes to junior management making unscrupulous payments.

We would like to reiterate that, where the reportable irregularity is continuing, the IRBA has a responsibility to notify and appropriate regulator in writing of the details of the reportable irregularity and to provide it with a copy of our report.

We invite you to discuss our report to the IRBA, at a meeting to be arranged as soon as possible, and at that meeting we will afford you the opportunity to make representations in respect of our report.

Yours sincerely

  
 Chris Joubert  
 MASENGVILJOEN INC  
 Registered Auditor  
 Chartered Accountant (SA)





# MASENGVILJOEN

KW-075186

10 December 2009  
 The Directors  
 Bosasa Operations (Pty) Ltd and its subsidiaries  
 1 Windsor Road  
 Luipaardsvlei  
 Krugersdorp  
 1739

Dear Directors

## REPORTABLE IRREGULARITIES

This letter is in accordance with the requirements of the Auditing Profession Act, No. 26 of 2005, (the Act), section 45 - *Duty to report on irregularities*.

The Act defines a reportable irregularity as any unlawful act or omission committed by any person responsible for the management of an entity, which -

- a) has caused or is likely to cause material financial loss to the entity or to any partner, member, shareholder, creditor or investor of the entity in respect of his, her or its dealings with the entity; or
- b) is fraudulent or amounts to theft; or
- c) represents a material breach of any fiduciary duty owed by such person to the entity or any partner, member, shareholder, creditor or investor of the entity under any law applying to the entity or the conduct or management thereof.

We have reason to believe that reportable irregularities have taken or are taking place and, as required by the Act, we have reported particulars of the irregularity to the Independent Regulatory Board for Auditors (IRBA) in a written report dated 7 December 2009 a copy of which is attached. As indicated in that letter, we are not at present able to make a legal determination in respect of the suspected unlawful act or omission, but have exercised professional judgment, based on the evidence or information which has come to our knowledge, including undertaking further investigations of information as were considered necessary in the circumstances.

The Act requires us as soon as is reasonably possible, but no later than 30 days from the date on which the individual auditor's report was forwarded to the IRBA, to send another report to the IRBA which must include:

1. A statement that we are of the opinion that:
  - (a) no reportable irregularity is taking place; or
  - (b) the suspected reportable irregularity is no longer taking place and that adequate steps have been taken for the prevention or recovery of any loss as a result thereof, if relevant; or
  - (c) the reportable irregularity is continuing.
2. Detailed particulars and information supporting the statement above.

Please note that, where the reportable irregularity is continuing, the IRBA has a responsibility to notify any appropriate regulator in writing of the details of the reportable irregularity and to provide it with a copy of our report.

We invite you to discuss our report to the IRBA, at a meeting to be arranged as soon as possible, and at that meeting we will afford you the opportunity to make representations in respect of our report.

Yours sincerely

Chris Joubert  
 MASENGVILJOEN INC  
 Registered Auditor  
 Chartered Accountant (SA)



# MASENGVILJOEN

*KW-076187*

7 December 2009  
 The Director: Standards  
 Independent Regulatory Board for Auditors  
 PO Box 751595  
 Garden View  
 2047

Dear Sir

**INITIAL REPORT: REPORTABLE IRREGULARITY  
 NAME OF AUDITEE:**  
 Bosasa Operations (Pty) Ltd and its subsidiaries

**REGISTRATION NUMBER:**  
 1981/012426/07

This letter is in accordance with the requirements of the Auditing Profession Act No. 26 of 2005 (the Act), section 45 - *Duty to report on irregularities.*

Our firm has been engaged by the above mentioned auditee to audit the company and its subsidiaries' annual financial statements.

On 17 November 2009 the head of the Special Investigation Unit (SIU), Advocate Willie Hofmeyr, made an oral presentation to the Parliamentary Portfolio Committee for Correctional Services detailing the findings of the SIU's investigation into the Department of Correctional Services.

The content of the presentation was widely reported in the press particularly the aspect of the presentation which dealt with certain high value contracts awarded by the Department of Correctional Services. Although Advocate Hofmeyr did not identify the service provider involved, it was apparent that Bosasa Operations (Pty) Ltd and its subsidiaries (BO) was the service provider concerned as these contracts had previously been the subject of media coverage and speculation.

An extract from the Parliamentary Monitoring Group summary detailing the SIU's findings is set out below:

*"The fourth case study was done in relation to certain high value contracts. These contracts were red flagged during the initial procurement investigation. The case ended up being published in the press. There were investigations by the Public Service Commission and the Auditor General, who approached the SIU to investigate the case.*

*This case involved corruption in awarding tenders to certain service providers, bid rigging by drafting specifications and several other irregularities. No names would be mentioned because the case was not in court yet. Four tenders were investigated.*

*These four tenders all related to a single service provider and its affiliated companies. With the first contract there were irregularities, including clear and obvious deviations from the Treasury Supply Chain Management Policy which governed the procurement process of the Department at the time. Instead of the end-user departments being involved in drafting the specifications of the product or service, the CFO, the Accounting Officer and the service provider company participated in the drafting of the specifications. In addition, no financial planning, feasibility study or needs analysis was done. The security aspects concerned provided the company with a clear advantage above all the other bidders.*

KW-077. 188

The second contract, granted to an affiliate company of the first company, showed the same deviations from the SCM guide. In addition, the submission period was reduced from 30 to 21 days, for no apparent reason, leaving very little time for other bidders to submit tenders, giving this company an unfair advantage. Again the CFO and service provider company drafted the specifications, not the end user department. The budget was also significantly exceeded. In addition, contrary to the procurement policy that a company had to be in existence for a minimum of five years in order to qualify for a contract, this particular company was registered seven days before the closing date for bid submissions.

By the time the third contract was granted, in late 2005, the Department had published a user manual for prospective bidders. Again there was a clear deviation from the user manual. All the irregularities mentioned in the first case, applied again. In this case the budget was overspent by R150million at first, but was increased further by another R100million due to variation orders. Payment was also made too soon. In this tender there was a heavy weighting given to integration of the goods required with computer software that the first company had introduced through its tender. This gave its affiliate company an unfair advantage over other bidders. The integration was most probably not necessary. 90% of the contract price was made on the delivery of raw material. This fiscal dumping was suspicious. According to the user manual, there should have been a commitment by the service provider to complete the project by a specified date. Although the contracted company made no such commitment, it was still awarded the contract.

In the case of the fourth contract, all the above mentioned irregularities were repeated. Again it involved an affiliate of the first company, and the budget was exceeded. The first invoice arrived three days after the signing of the contract, and R106 million was paid into the account of the company. Ten days later, another payment was made as a clear case of fiscal dumping. Again budget was exceeded. The SIU investigated how the CFO and his family benefited from this service provider, and found that the CFO benefited to the tune of at least R2.1 million. The CFO received a car and financial contributions to two other cars, his son and daughter received a car each, and his daughter's overseas trip was sponsored by the company. He also received six Blue Bulls Season tickets and the company financed the development of a house for him, worth more than R1 million. He had renovations done to the kitchen for R180 000 and received R80 000 from the company towards a retirement home. In addition the company paid three amounts totalling R48 000 into the credit card account of the CFO. The accounting officer of the Department received R5 500, as well as R58 000 from this company to pay architects for plans for the construction of his house.

The general findings of the SIU in relation to these four tenders were that the proper procurement processes were not followed by DCS. This was aggravated by the payments made to the CFO and Accounting officer at the time that tenders were being awarded to this company and its affiliates. It was also aggravated by the fact that there was such a close working relationship between the CFO, the accounting officer and the service provider company and its affiliates. The SIU was satisfied that the procurement process was undermined, in the sense that this company and its affiliates had an unfair advantage over its competitors in respect of these tenders. This prejudiced the DCS. The SIU was also satisfied that this close relationship undermined the procurement process itself and that DCS was significantly exposed to civil claims by the companies that lost out in the tender process. Adv Hofmeyr, in his capacity as the Head of the SIU, submitted a report to the DCS in terms of Section 5.7 of the Act. On the strength of the evidence presented that was in possession of the SIU, the DCS could institute legal proceedings to recover the losses it suffered from this company and its affiliates. The SIU had also submitted a report of Section 4.1 of the Act to the National Director of Public Prosecutions to make a decision regarding prosecution."



KW-078  
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As a consequence of the publication of the information relating to the SIU's investigations and mindful of our reporting obligations under Section 45 of the Auditing Profession Act, Maseng Viljoen addressed a letter to BO inviting them to make written representations in relation to the irregularities identified in the SIU's presentation. A copy of this letter is Annexure "A". The response received by Maseng Viljoen to this letter was a letter addressed by Eversheds. This letter did not respond specifically to our letter and was addressed "To whom it may concern", which is attached as Annexure "B" to this letter. The letter provides no response to the factual allegations contained in the SIU presentation. It does however, make it clear that it is common cause that the SIU's presentation related to contracts awarded by the Department of Correctional Services to BO.

In respect of the presentation of the SIU, the summary indicates that in respect of the first contract there were deviations from the Treasury Supply Chain Management Policy in that the SFO, the accounting officer and the service provider company participated in the drafting of specifications. The security aspects concerned were said to provide the company with a clear advantage above other bidders. These allegations are indicative of a breach of the provisions of Section 38 of the PFMA.

In relation to the second contract, there are alleged to be the same deviations from the Supply Chain Management Guide with a period for tenders being reduced and giving the company an unfair advantage over other tenders. Again the SFO and service provider company drafted the specifications rather than the end user department and the budget was exceeded. These contraventions are again indicative of contraventions of Section 38 of the PFMA.

In relation to the third contract, granted in late 2005, there were deviations from the user manuals published by the Department for prospective bidders and the same irregularities identified in relation to the first contract. Again these would represent contraventions of the provisions of Section 38(1)(a) of the PFMA and the Supply Chain Management Regulations published in terms of this section.

The same contraventions are alleged in relation to the fourth contract which constitute contraventions of the Supply Chain Management Regulations enacted in terms of Section 38(1)(a) of the PFMA. The SIU report also includes reference to financial benefits received by the CFO and the accounting officer of the Department of Correctional Services from the service provider. These payments would constitute contraventions of the provisions of Sections 12 and 13 of the Prevention and Combating of Corrupt Activities Act 12 of 2004.

As a consequence of the SIU investigation and the report made to the Portfolio Committee, I have reason to believe that the abovementioned contraventions of the procurement framework and the provisions of the Supply Chain Management Regulations to the PFMA and the Prevention and Combating of Corrupt Activities Act, 2005 being unlawful acts likely to cause material financial loss to the entity or to any member, shareholder, creditor or investor of the entity in respect of his/her or its dealing with the entity. These unlawful acts may also be regarded as fraudulent and/or a material breach of fiduciary duty owed by such person to any partner, member, shareholder, creditor or investor of the entity under any law applying to the entity or the conduct or management thereof.

Please acknowledge receipt of this report.

Yours sincerely

  
Chris Joubert  
MASENGVILJOEN INC  
Registered Auditor  
Chartered Accountant (SA)



KN 079  
190



To Whom It May Concern:

Date 23 November 2009  
 Your ref  
 Our ref B. Biebuyck/M. Murcott/gr/I18901  
 Direct dial (27 11) 523-6027  
 Direct fax 086-674-2751  
 brianbiebuyck@eversheds.co.za  
 Docex 7 Sandton Square

Dear Sir

RE: BOSASA OPERATIONS (PTY) LTD / SPECIAL INVESTIGATIONS UNIT - THE FACTS

We address you at the instance of our client Bosasa Operations (Pty) Ltd in relation to the above matter.

Given the recent further media coverage in relation to our client, we have been requested to again place on record the facts pertaining to the matter. In this regard:

1. During October 2008 our client and four of its employees were called upon by the Special Investigations Unit ("SIU") to furnish certain documentation and make available certain electronic information, which they did;
2. Subsequent to the furnishing of the above documentation, our client, on our advice, instituted urgent interdict proceedings against the SIU interdicting and restraining the SIU from persisting in its investigation, *inter alia*, on the basis that such investigation was not *bona fide* and the authority upon which the SIU relied to pursue its investigations, was invalid and unenforceable. Although the SIU furnished certain undertakings, these interdict proceedings remain pending;
3. Following the institution of the above proceedings, further action proceedings were issued against the SIU and the President claiming a permanent interdict on the basis that the entire process of the SIU's investigation into our client was fundamentally tainted by reason of it offending our client's rights, *inter alia*, in terms of the Constitution;
4. Notwithstanding the above proceedings, the SIU continued its investigation, such investigation encompassing a wide spectrum of suppliers to the Department of Correctional Services, and insofar as our client was concerned, in relation to three contracts (of many others) dating back to 2004, awarded to our client;

22 Fredman Drive  
 Sandton, Johannesburg  
 P O Box 78333  
 Sandton City 2146  
 Tel +27 11 286 6900  
 Fax +27 11 286 6901

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KN 080  
191

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5. The SIU has subsequently issued a report in relation to its above investigation, and notwithstanding its admitted obligation to report to the President, felt constrained, without naming our client, to report its investigative findings to the Portfolio Committee on Correctional Services;
6. Prior to the furnishing of the investigative findings to the Portfolio Committee we conveyed to both the Portfolio Committee and the State Attorney representing the SIU that such reporting fell outside the powers of the SIU, who have the obligation to report such investigative findings to the President and not the Portfolio Committee;
7. We further conveyed to Portfolio Committee and the State Attorney acting on behalf of the SIU that to report such investigative findings in the manner proposed would not only lead to a trial by media, but would also be unlawful and would constitute a further breach of our client's constitutional rights. The reservation of our client's rights to deal with its complaints in the appropriate forum were placed on record;
8. The consequence of the SIU persisting in its furnishing of its investigative findings to the Portfolio Committee in the face of our client's pending proceedings and its complaints relating to the unlawful conduct of the SIU giving rise to the breach of our client's rights as referred to above, is that:
  - 8.1 Final findings in relation to our client and certain of its employees have now been made without giving our client and the employees concerned an opportunity to be heard;
  - 8.2 This results in both unfair and questionable findings and suggests that the evidence of the Bosasa employees was not in fact required by the SIU in the first instance, giving credence to our client's complaints in relation to the issue of subpoenas on its employees *in terrorem*;
  - 8.3 Such findings are speculative and inherently flawed because they have been made without all relevant considerations having been taken into account; and
  - 8.4 Our client has not had the opportunity to address any allegations made against it.
9. Given these flaws and criticisms of the SIU's investigative findings we have advised our client that no purpose is served in it endeavouring to deal with same on an *ad hoc* basis, but rather that it should do so in due course in the appropriate forum having regard to the inherently unfair and unconstitutional process to which our client has been subjected.
10. Furthermore, given the subsequent trial by media intentionally created by the SIU, we have advised our client to remain silent and not to respond to the media reports. We will however place on record with the media the reservation of our client's rights in relation to the defamatory nature of a number of these reports.
11. Our client will continue conducting its business with all stakeholders in the normal course, and will deal with the SIU's allegations under our guidance and in the appropriate forum if and when required to do so.

We trust the foregoing places the facts pertaining to the matter in perspective.

Yours faithfully  
  
 Brian Biebuyck  
 Director  
 FOR EVERSHEDES



ANN KN -081

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**From:** [kevin@wakefordenterprises.co.za](mailto:kevin@wakefordenterprises.co.za)  
**To:** [Angelo Agrizzi](mailto:Angelo.Agrizzi)  
**Date:** Mon, 20 Jun 2011 13:14:30 +0000  
**Subject:** Re: what day

Ok. I will be out of town until the 8th July from coming Monday! So we need to make a plan by the weekend.

Thanks

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

---

**From:** Angelo Agrizzi <[Angelo.Agrizzi@bosasa.com](mailto:Angelo.Agrizzi@bosasa.com)>  
**Date:** Mon, 20 Jun 2011 15:05:16 +0200  
**To:** [kevin@wakefordenterprises.co.za](mailto:kevin@wakefordenterprises.co.za)<[kevin@wakefordenterprises.co.za](mailto:kevin@wakefordenterprises.co.za)>  
**Subject:** Re: what day

Doing my best for Friday

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

[Angelo.Agrizzi@Bosasa.com](mailto:Angelo.Agrizzi@Bosasa.com)  
[Gina.Pieters@Bosasa.com](mailto:Gina.Pieters@Bosasa.com)

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

Sent via mobile not verified for accuracy

On 20 Jun 2011, at 14:59, "[kevin@wakefordenterprises.co.za](mailto:kevin@wakefordenterprises.co.za)" <[kevin@wakefordenterprises.co.za](mailto:kevin@wakefordenterprises.co.za)> wrote:

What day will the report be ready? You mentioned Wed morning is too soon! I am waiting for her to get back to me.

Thanks for this morning brother!

K

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

---

**From:** Angelo Agrizzi <[Angelo.Agrizzi@bosasa.com](mailto:Angelo.Agrizzi@bosasa.com)>



KW-082 193

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

Noted will keep looking at

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

[Angelo.Agrizzi@Bosasa.com](mailto:Angelo.Agrizzi@Bosasa.com)  
[Gina.Pieters@Bosasa.com](mailto:Gina.Pieters@Bosasa.com)

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

Sent via mobile not verified for accuracy

On 20 Jun 2011, at 12:34, "Kevin" <[Kevin@wakefordenterprises.co.za](mailto:Kevin@wakefordenterprises.co.za)> wrote:

Dear Angelo

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

Many thanks for your help on this matter.

Andrew Irvine will revert to you with more comprehensive information tomorrow. Andrew's details are as follows: 0717050961 or 011-4251236.

Kind regards



*FOLLOW UP ON  
MINISTER MEETING 194*

**From:** [kevin@wakefordenterprises.co.za](mailto:kevin@wakefordenterprises.co.za)  
**To:** [Angelo Agrizzi](#), [Gavin Watson](#), [Valence Watson](#)  
**Date:** Thu, 23 Jun 2011 05:04:51 +0000  
**Subject:** Meeting today

*KW 083*

Hi Angelo

Are you and Gavin in the Jhb area today? Valence and myself would like to give you feedback from last night!

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



KN084 195

**From:** [kevin@wakefordenterprises.co.za](mailto:kevin@wakefordenterprises.co.za)  
**To:** [Angelo Agrizzi](#)  
**Date:** Mon, 20 Jun 2011 16:57:27 +0000  
**Subject:** Friday morning 7h30

Hi Angelo

We need a miracle! I need to see the lady at 7h30 Friday! She is travelling to EC after that.

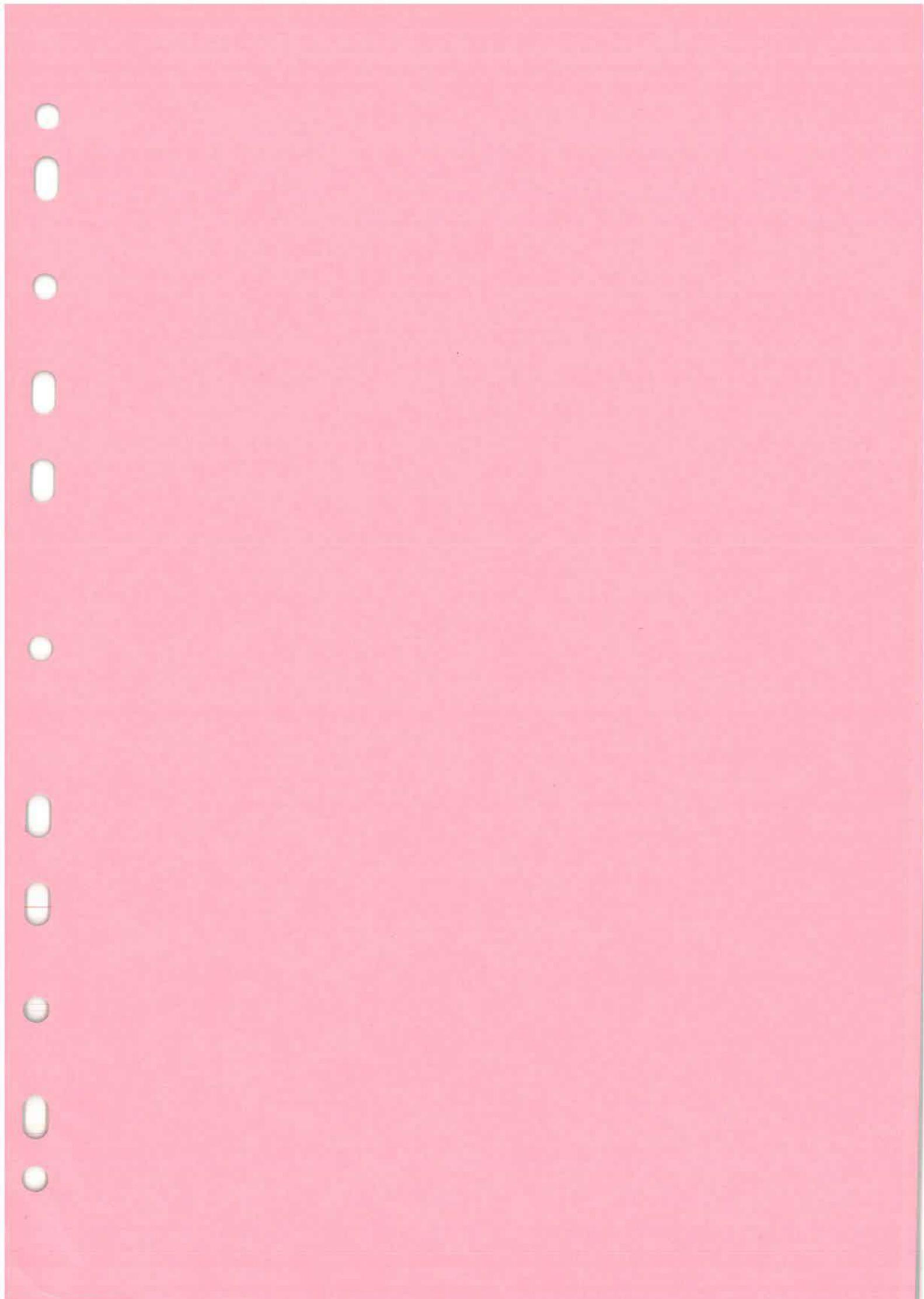
I will c u as late as u need on Thursday.

Thanks

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

*Follow up  
MEETING WITH  
THE MINISTER.*





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**AFFIDAVIT IN RESPONSE TO APPLICATION OF KEVIN PETER EDWIN  
WAKEFORD**

---

**FRANS HENDRIK STEYN VORSTER**  
**(Identification Number. 681116 5154 083)**

do hereby make an oath and say as follows: The facts herein contained, as save where otherwise apparent within my own personal knowledge and belief and are true and correct

1. Ad Paragraph 5 and 6

I will abide the decision of the Commissioner.

2. Ad Paragraph 12

I deny that the allegations that I have made is vague and unsubstantiated and that Mr Wakeford is the victim of malice and deception.

3. Ad Paragraph 14

I deny the allegations set out in this paragraph and I confirm my previous statement and testimony.

4. Ad Paragraph 57.5

  
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I confirm the contents of this paragraph as well as my testimony save for stating that the suburb is Meyersdal.

5. Ad Paragraph 99 and 100

I deny the allegations in these paragraphs and I can confirm that I personally was introduced to Mr Wakeford he was brought to my procurement office at BOSASA office park by Mr Gavin Watson.

At a later stage Mr Gavin Watson came to my office and informed me that Kevin would phone me with certain orders for cement and he would supply me with the address where the cement must be delivered. He gave me Kevin's cell phone number and I then phoned Kevin and gave him my mobile number.

Kevin then requested me to order the cement and he then gave me the address where the delivery should be made.

To the best of my recollection these orders for cement took place between 2009 and 2011.

The delivery address given to me by Kevin was in fact at Meyersdal and not Meyerton.

Kevin was further a regular visitor at BOSAS office park, and I saw him on many occasions.

I further wish to bring the Commissions attention that owing to my appearance and size as well as the position that I held at BOSASA during that time I was not a person that would be easily missed.

  
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In order to further demonstrate the dishonesty of Kevin in claiming that he did not meet me I was even instructed by both Mr Gavin Watson and Mr Agrizzi to arrange for a four ton cooling unit truck to travel down to the Eastern Cape towards the end of May during 2011, to the farm of Mr Ronnie Watson to collect the meat from the game that they had shot on his farm and to transport same back to Gauteng.

6. Ad Paragraph 101 to 103

I have noted the contents of these paragraphs and save for confirming that it was to an address in Meyersdal and not Meyerton I was the person that wrote out the orders in my own hand writing and I placed it with the suppliers.

If I was not available I requested Mr Hennie Viljoen to place the orders.

I only placed the orders when I received a request from Kevin for the cement to be ordered. I ordered the dry cement from Randfontein Trading Centre and I usually dealt with Mr Butch Jacobs.

BOSASA had a large account with RTC.

I ordered the wet cement from WG WEARNE.

I personally placed the orders on most occasions, and I wrote them out. All payments for the cement were paid for by BOSASA.

AM   
Page | 3

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I would give them the specifications and quantity and they then required payment before delivery.

The invoices that had been provided are to BOSASA operations only and it is indeed very devious of Mr Wakeford not to have provided and obtained the invoices made out to BOSASA properties and other entities within the BOSASA group of companies which purchased huge quantities of cement over many years from them.

The Commission investigators can obtain the invoices and proof of payment. The BOSASA group were involved in huge developments in particular in Lindela and youth centres, hostels and their own head quarters where large infrastructure and buildings were done and Luipaardsvlei. In all these building operations cement was purchased from the said companies and the invoices and payments should be obtained by the investigators.

I confirm further my previous Affidavit and testimony to the Commission.

Dated at Krugersdorp on 14<sup>th</sup> day of **April 2019**



**FRANS HENDRIK STEYN VORSTER**

200

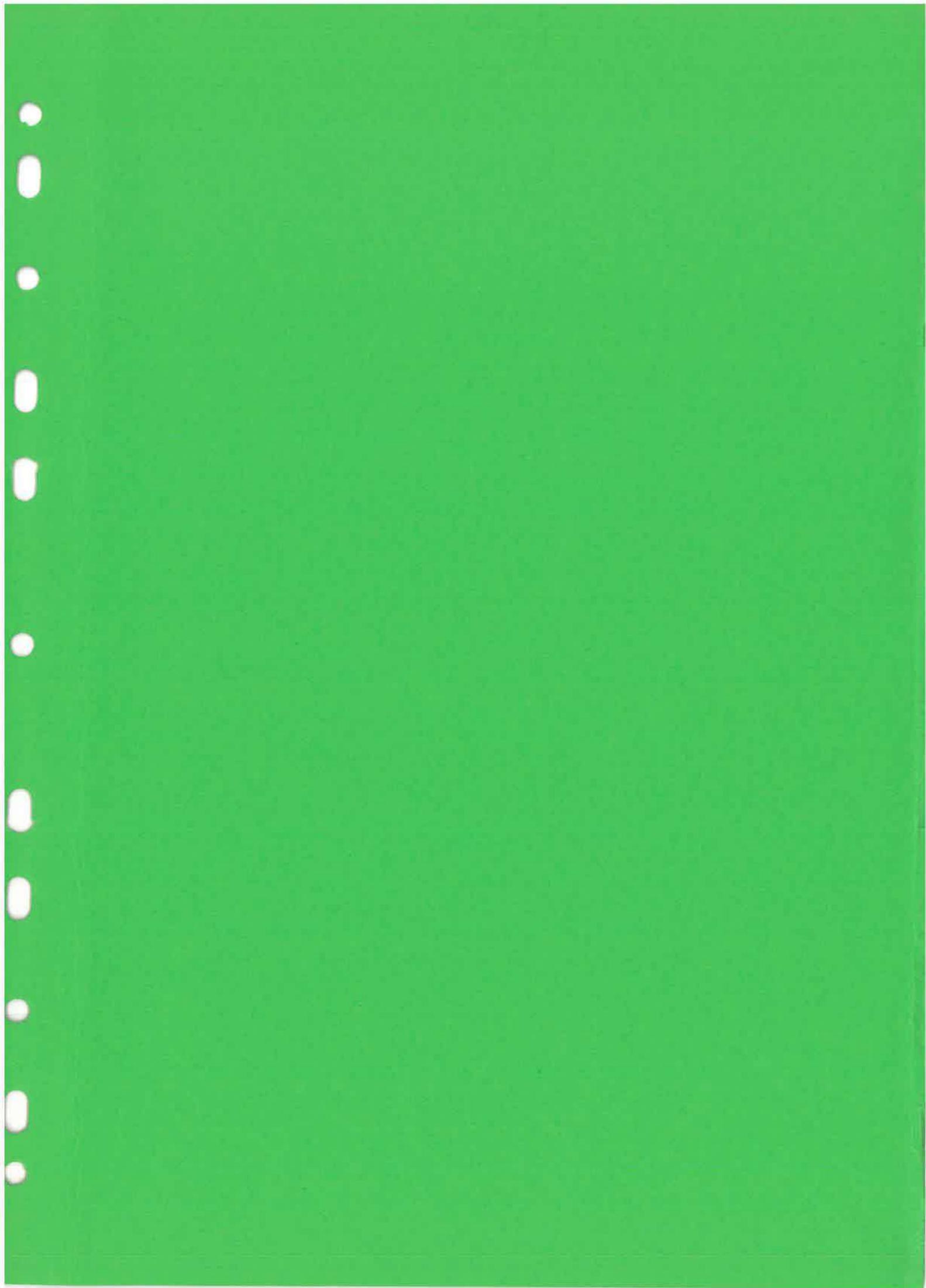
THUS DONE AND SIGNED BEFORE ME AT KRUGERSDORP THIS <sup>TH</sup> 4 DAY OF APRIL 2019 THE DEPONENT HAVING ACKNOWLEDGED THAT HE KNOWS AND UNDERSTANDS THE CONTENTS OF THIS DECLARATION AND CONSIDERS IT BINDING ON HIS CONSCIENCE, THE REGULATIONS CONTAINED IN GOVERNMENT NOTICE NUMBER R1258 OF 21 JULY 1972, AS AMENDED, AND GOVERNMENT NOTICE NO R1648 OF 19 AUGUST 1977, AS AMENDED, HAVING BEEN COMPLIED WITH.

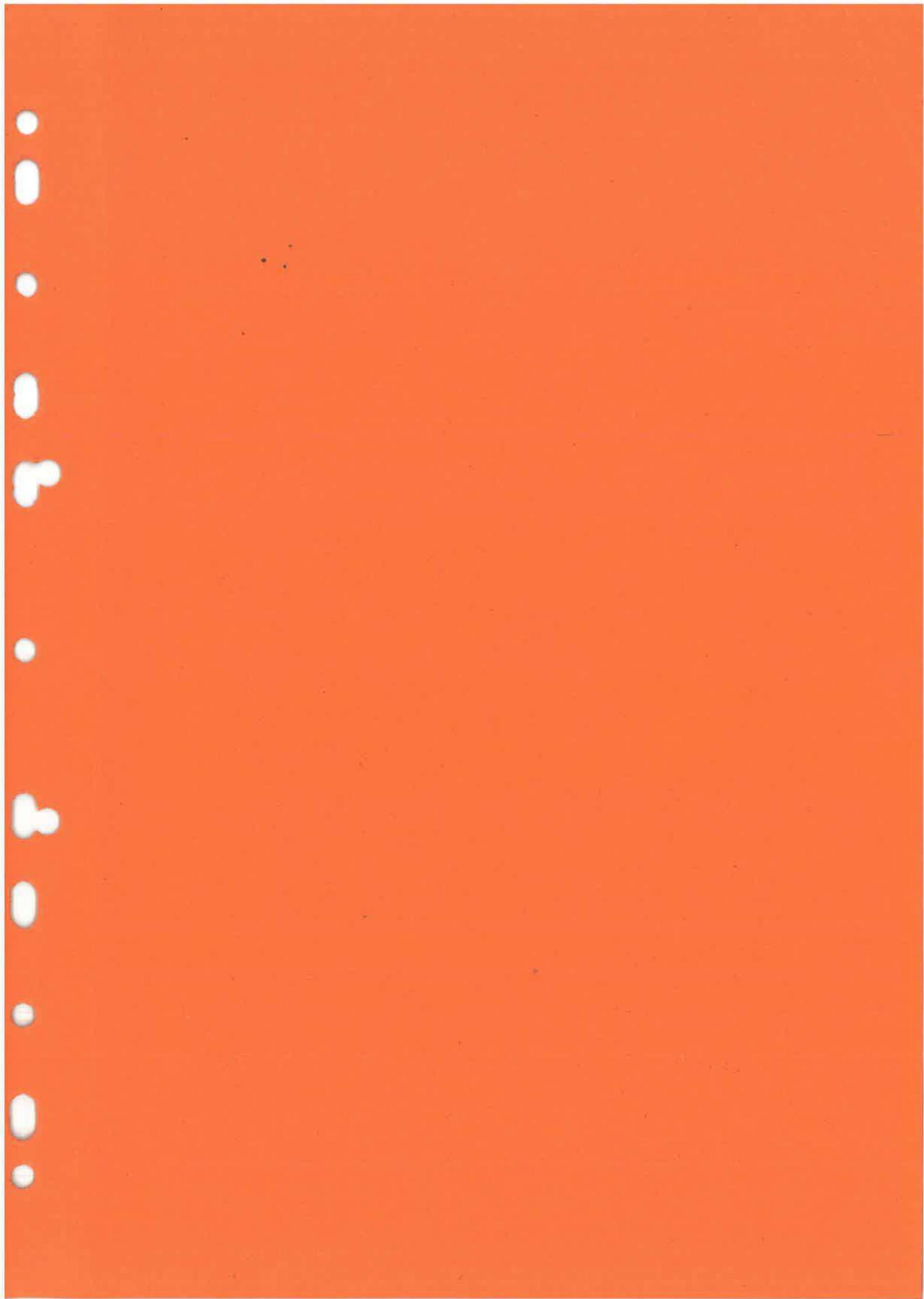
THE DEPONENT HAS NO OBJECTION IN TAKING THE PRESCRIBED OATH S Magubane  
 LT COLONEL  
 S MAGUBANE

COMMISSIONER OF OATHS

Ekertifiseer dat bostaande verklaring deur my afgeneem is en dat verklaarder erken dat hy/sy vertrouwd is met die inhoud van hierdie verklaring en die begryp. Hierdie verklaring is voor my beëdig/bevestig en verklaarder se handtekening/mark/dulmsafdruk is in my teenwoordigheid daarop aangebring.	I certify that the above statement was taken by me and that the deponent has acknowledged that he/she knows and understands the contents of this statement. This statement was sworn to/affirmed before me and deponent's signature/mark/thumbprint was placed thereon in my presence.
to <u>KRUGERSDORP</u> on <u>2019-04-04</u> at <u>19:35</u>	
<u>S Magubane</u> (HANDTEKENING) KOMMISSARIS VAN EDE (SIGNATURE) COMMISSIONER OF OATHS	
<u>SAMKELISIVE MAGUBANE</u> VOLLE VOORNAME EN VAN IN DRUKSKRIF FULL FIRST NAMES AND SURNAME IN BLOCK LETTERS	
<u>118 Commissioner Street</u> BESIGHEIDSADRES (STRAATADRES) BUSINESS ADDRESS (STREET ADDRESS)	
<u>KRUGERSDORP</u>	
<u>LT-COLONEL</u> RANG/RANK	SA POLISIEDIENS SA POLICE SERVICE







201



2<sup>nd</sup> floor, Hillside House  
17 Empire Road,  
Parktown  
Johannesburg  
2193  
Tel (International): +27 (10) 214-0651  
Tel (Tollfree): 0800 222 097  
Email: [inquiries@sastatecapture.org.za](mailto:inquiries@sastatecapture.org.za)  
Web: [www.sastatecapture.org.za](http://www.sastatecapture.org.za)

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

---

6 June 2019

To: Mr. Kevin Peter Edwin Wakeford

c/o Ms. Teresa Conradie and Ms. Crystal Maphalla of Maphalla Mokate Conradie Inc.

By email: [teresac@motcon.co.za](mailto:teresac@motcon.co.za) / [crystal@motcon.co.za](mailto:crystal@motcon.co.za)

Dear Ms. Teresa Conradie and Ms. Crystal Maphalla,

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

1. We refer to your client's application to cross examine and/or present evidence in respect of Angelo Agrizzi ("the witness") pursuant to the evidence that he presented before the Commission and the Rule 3.3 Notice issued to your client in respect thereof.
2. On the directive of the Honourable Chairperson of the Commission ("Chairperson"), the witness was afforded an opportunity to respond in writing to your client's application.
3. On the further direction of the Honourable Chairperson, your client is hereby afforded 10 (ten) calendar days from the date hereof to reply to the witness' written response. A copy of such response is attached hereto marked Annexure 'A'.

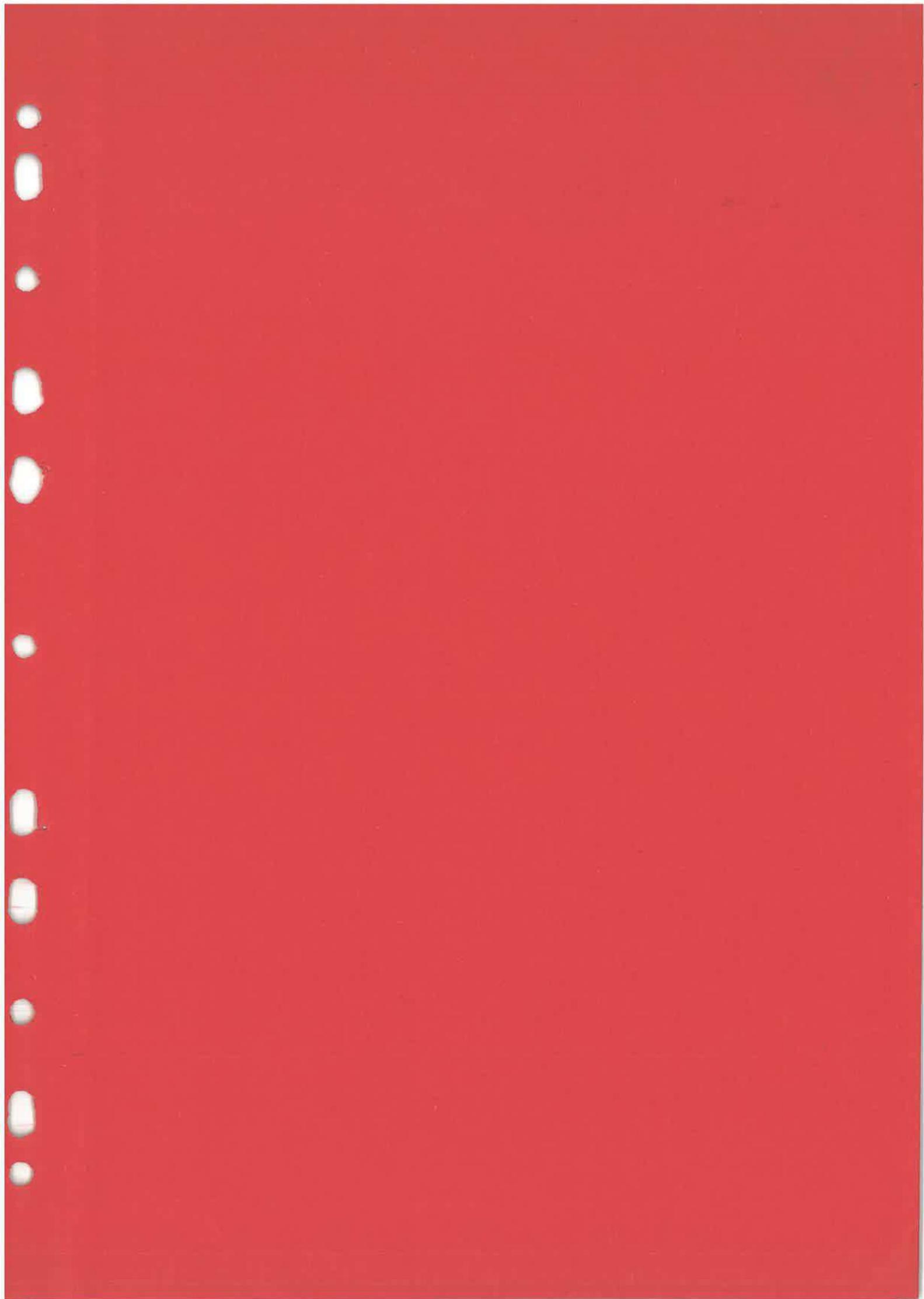
Yours faithfully,

Mr. Peter Pedlar

202

**Acting Secretary**

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



203



2<sup>nd</sup> floor, Hillside House  
17 Empire Road,  
Parktown  
Johannesburg  
2193  
Tel (International): +27 (10) 214-0651  
Tel (Tollfree): 0800 222 097  
Email: [inquiries@sastatecapture.org.za](mailto:inquiries@sastatecapture.org.za)  
Web: [www.sastatecapture.org.za](http://www.sastatecapture.org.za)

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

---

**6 June 2019**

To: Mr. Kevin Peter Edwin Wakeford  
c/o Ms. Teresa Conradie and Ms. Crystal Maphalla of Maphalla Mokate Conradie Inc.  
By email: [teresac@motcon.co.za](mailto:teresac@motcon.co.za) / [crystal@motcon.co.za](mailto:crystal@motcon.co.za)

Dear Ms. Teresa Conradie and Ms. Crystal Maphalla,

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

1. We refer to your client's application to cross examine and/or present evidence in respect of Frans Hendrik Steyn Vorster ("**the witness**") pursuant to the evidence that he presented before the Commission and the Rule 3.3 Notice issued to your client in respect thereof.
2. On the directive of the Honourable Chairperson of the Commission ("**Chairperson**"), the witness was afforded an opportunity to respond in writing to your client's application.
3. On the further direction of the Honourable Chairperson, your client is hereby afforded 10 (ten) calendar days from the date hereof to reply to the witness' written response. A copy of such response is attached hereto marked Annexure 'A'.

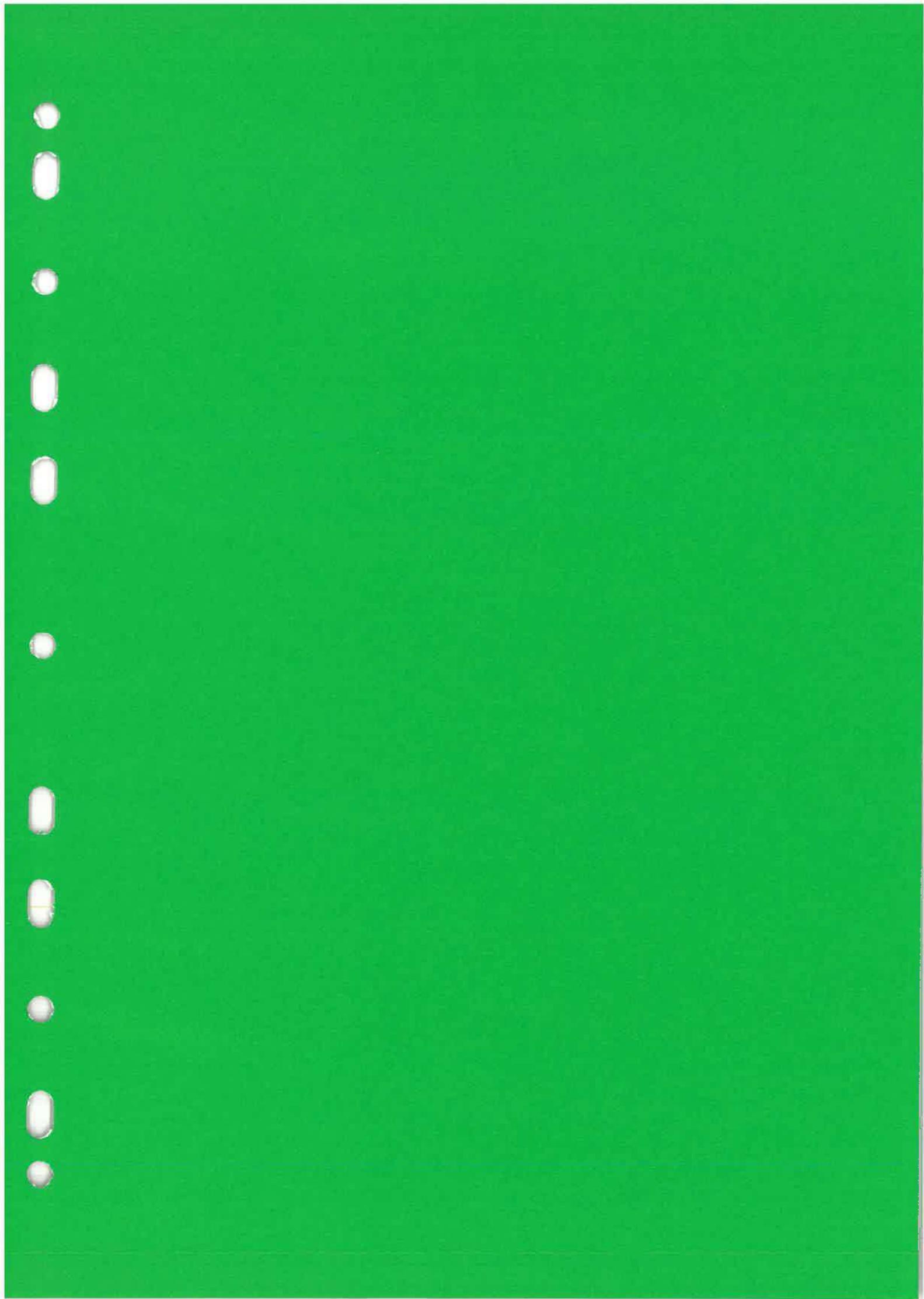
Yours faithfully,

**Mr. Peter Pedlar**

204

**Acting Secretary**

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



LT3<sup>205</sup>

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

**HELD AT PARKTOWN, JOHANNESBURG**

In re the application of: -

**KEVIN WAKEFORD**

Applicant/Implicated person

In re the evidence of: -

**ANGELO AGRIZZI**

Evidence giver

---

**FILING SHEET**

---

**DOCUMENT: Kevin Wakeford's Supplementary Statement in response  
to Angelo Agrizzi's Supplementary Affidavit dated 26  
March 2019.**

**FILED BY: MAPHALLA MOKATE CONRADIE INC**

453 Winifred Yell Street

Suite 1, Peak House

Garsfontein, 0042

Tel: 012 369 6200

Fax: 012 348 4096

Email: [crystalm@motcon.co.za](mailto:crystalm@motcon.co.za) / [creator@law.co.za](mailto:creator@law.co.za)

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Page 2

DATED AT PRETORIA ON THIS 1<sup>ST</sup> DAY OF JULY 2019.



**MAPHALLA MOKATE CONRADIE INC**

453 Winifred Yell Street

Suite 1, Peak House

Garsfontein, 0042

Tel: 012 369 6200

Fax: 012 348 4096

Email: [crystalm@motcon.co.za](mailto:crystalm@motcon.co.za) / [creator@law.co.za](mailto:creator@law.co.za)

**REF: MS T CONRADIE / MS C MAPHALLA**

**TO: COMMISSION OF INQUIRY INTO STATE CAPTURE**

Hillside House, 17 Empire Road,

Parktown,

Johannesburg, 2193

Email: [shannonv@commissionsc.org.za](mailto:shannonv@commissionsc.org.za)

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

**HELD AT PARKTOWN, JOHANNESBURG**

In re the application of: -

**KEVIN WAKEFORD**

Applicant/Implicated person

In re the evidence of: -

**ANGELO AGRIZZI**

Evidence giver

---

**AFFIDAVIT/STATEMENT**

---

I, the undersigned,

**KEVIN PETER EDWIN WAKEFORD**

do hereby make oath and state that: -

1. I am the applicant herein.
2. I deposed to my founding affidavit/statement submitted under cover of my notice of application for leave to give evidence before the Commissioner and to cross-examine, submitted on 26 February 2019. My full details are set out therein.
3. The facts and allegations herein contained are within my personal knowledge,

*K. E. Wakeford*

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save as stated or appears otherwise, and are to the best of my belief both true and correct.

### INTRODUCTION

4. In my statement aforementioned, I dealt *inter alia* with the allegations relating to me by the witness Angelo Agrizzi ("Agrizzi") in his initial statement (which was leaked to the media) and his oral evidence given on 28 January 2019.
5. I am of the firm belief that having been confronted and contradicted in my statement, Agrizzi used the opportunity of his supplementary affidavit to the Commission and further oral evidence, to adapt his evidence in relation to me in an attempt to bolster his false implication of me initially.

### DENIAL

6. I have read and considered Agrizzi's supplementary statement and the relevant portions of the transcript of Agrizzi's oral evidence purporting to implicate me.
7. I again deny, unequivocally, the allegations made by Agrizzi purporting to implicate me in corrupt, fraudulent, unlawful or wrongful conduct in relation to Bosasa or at all.
8. Agrizzi's allegations in relation to me are blatant and malicious allegations calculated to deceive the Commission and to damage me.

L. W. ALL

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- 3 -

9. As set out in my initial statement, I have a longstanding relationship with the Watson family and primarily with Ronnie and Valence Watson. As I stated I also provided consulting services to Bosasa, through my consultancy Wakeford Investment Enterprises CC ("Wakeford CC") as a result of which I attended various meetings in that capacity over some years.
10. I specifically deny that I attended any meetings of the nature of the evidence given by Agrizzi to the Commission.
11. As I have stated before, Agrizzi excluded me from meetings generally. In the result my involvement in Bosasa affairs was very limited from approximately mid 2008 onwards.
12. From 1 May 2015 I served as the Chief Executive Officer of the Armaments Corporation of South Africa SOC Limited at Pretoria, and from before that I had ceased consulting to Bosasa.
13. I did not consult to Bosasa again from before 1 May 2015.
14. I was aware of the SIU Report and was assured on several occasions by Agrizzi and others including their legal representatives that it had no foundation and would come to naught. I was reminded on several occasions that there was a conspiracy to destroy Bosasa emanating from multiple organisations – I believed this assertion at the time.

K.W. BW

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- 4 -

15. I attended one meeting at FNB's office at a time when FNB was wanting to review/terminate the Bosasa credit facilities given negative publicity. I was told that Bosasa would go under if the facilities were not sustained as a result of tight margins and irregular/late payments from government. At that meeting I explained my then belief that Bosasa was the victim of a concerted effort to destroy it given its BEE successes, business growth and negative impact on established corporates in the services sector. In retrospect I suspect that I was requested to assist given my reputation as a whistle-blower and an advocate of good corporate governance.
16. I did attend dinners and lunches from time to time in Sandton and Morningside but was never exposed to any of the information alleged by Agrizzi.
17. I was not present at meetings where Benny Hinn or Morgan Freeman were in the vicinity.
18. I have never authored a single book as testified by Agrizzi. I have however been a regular columnist for the Business Day and other publications on an irregular basis.
19. I have never assisted the Watson family and their interests as a strategist.

k.w. 

**CONCLUSION**

20. In conclusion I tender my cooperation to the Commission and persist in my  
aforementioned application.

  
DEPONENT

THIS SIGNED AND SWORN TO AT PRETORIA ON THIS THE <sup>01</sup> ~~28<sup>TH</sup>~~ DAY OF <sup>July</sup> ~~JUNE~~  
2019, THE DEPONENT HAVING ACKNOWLEDGED THAT HE KNOWS AND  
UNDERSTANDS THE CONTENTS OF THIS AFFIDAVIT, THAT IT IS BOTH TRUE  
AND CORRECT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THAT HE HAS  
NO OBJECTION TO TAKING THE PRESCRIBED OATH AND THAT THE  
PRESCRIBED OATH WILL BE BINDING ON HIS CONSCIENCE.

  
7115323  
Const  
Billham

COMMISSIONER OF OATHS

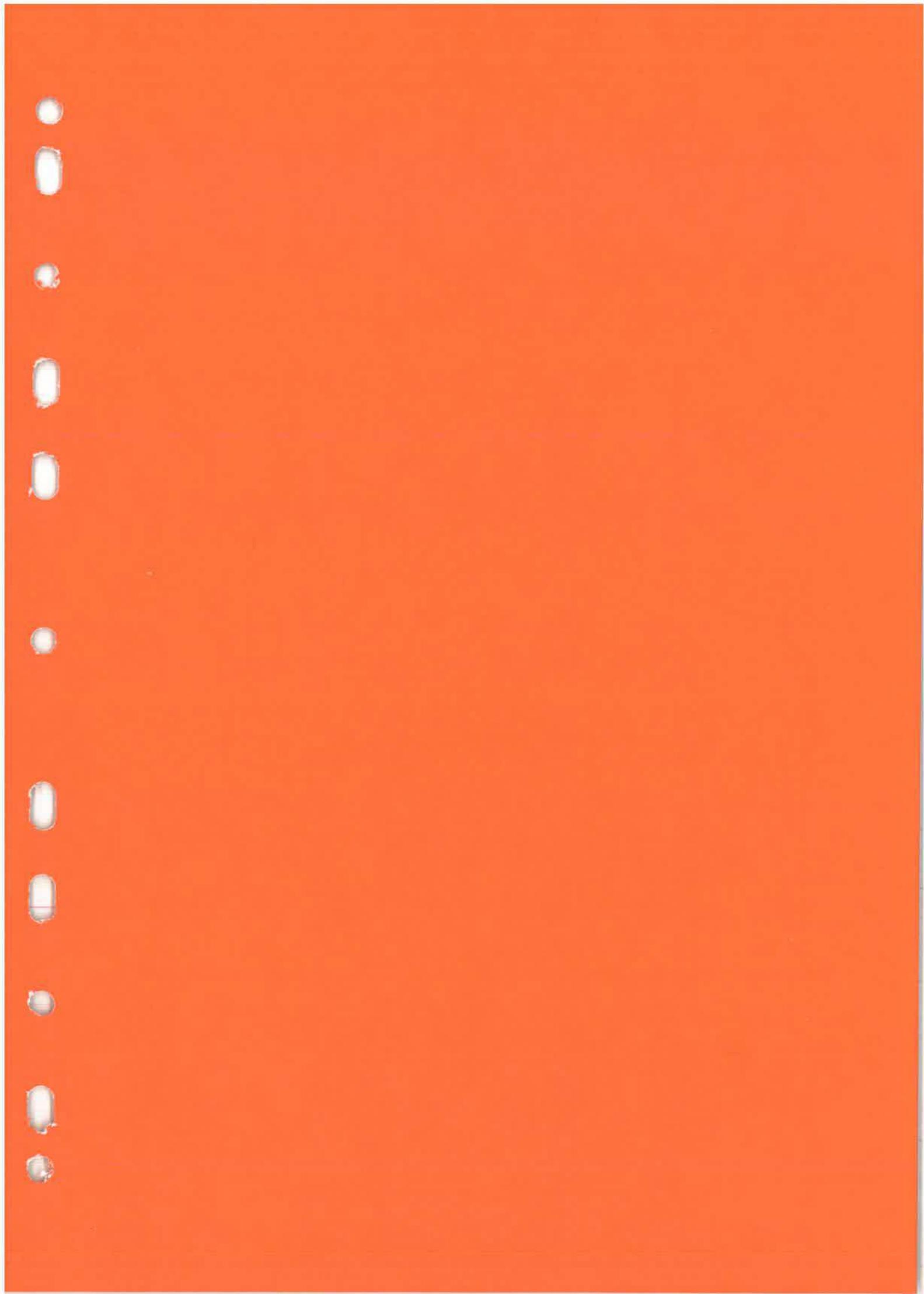
FULL NAMES: Barerang Renevive Ugan

DESIGNATION: Constable

ADDRESS: 277 Johnny Claassen street  
Garsfontein  
Pretoria



Bill  
2019-07-01



212

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**AFFIDAVIT IN RESPONSE TO APPLICATION OF KEVIN PETER EDWIN  
WAEKFORD**

---

I, the undersigned,

**ANGELO AGRIZZI**

**(IDENTITY NUMBER: 671203 5468 085)**

hereby make an oath and state the following:

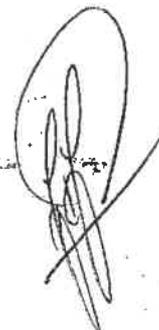
1. The facts contained herein fall within my own personal knowledge, unless the contrary appears from the contents hereof, and to the best of my belief are both true and correct.
  
2. My legal representatives were handed a further affidavit from **KEVIN WAKEFORD**.

**INTRODUCTION**

3. **AD PARAGRAPH 1, 2 AND 3**

3.1 I admit the contents of these paragraphs.

4. **AD PARAGRAPH 4**



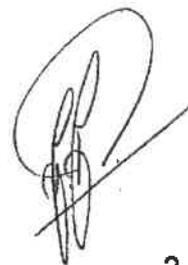
Tel

213

4.1 I admit the contents of this paragraph.

5. AD PARAGRAPH 5

- 5.1 I deny the allegations set out in this paragraph and I deny in particular that I have used my supplementary affidavit and further oral evidence or that I have adapted same to in anyway as alleged bolster the alleged false implication of **KEVIN WAKEFORD**.
- 5.2 I state in particular and repeat my previous evidence and I deny any false implication of **KEVIN WAKEFORD**.
- 5.3 I wish to further state that I was also surprised that my first statement had been leaked to the media and I had no knowledge up and until the time that it was raised with me at the Commission of Inquiry prior to my evidence.
- 5.4 I repeat that I was merely setting out facts relating in my first statement to the deliveries of wet and dry cement as instructed by **GAVIN WATSON** as had been requested by **KEVIN WAKEFORD** who gave the address where the delivered were to be made.
- 5.5 I confirm my affidavits as well as my testimony that I have given in respect of **KEVIN WAKEFORD**.



2

T.G.L.

214

**DENIAL****6. AD PARAGRAPH 6**

6.1 I note the contents of this statement.

**7. AD PARAGRAPH 7**

7.1 I deny the contents of this paragraph and I repeat and confirm my statements and my testimony in regards to the conduct and actions and role played by **KEVIN WAKEFORD** and his relationship with both **GAVIN WATSON** and the **WATSON FAMILY**.

**8. AD PARAGRAPH 8**

8.1 I deny the allegations set out herein and I state that I have not made blatant and malicious allegations to damage **KEVIN WAKEFORD** and I have given my full cooperation and assistance to the Commission of Inquiry.

8.2 I have not either knowingly nor intentionally given evidence in order to deceive the Commission of Inquiry.

**9. AD PARAGRAPH 9**

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TCL

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9.1 I note the contents of this paragraph and I do not dispute the long-standing relationship between **KEVIN WAKEFORD** and the **WATSON FAMILY**.

10. AD PARAGRAPH 10

10.1 I deny the contents of this paragraph and I repeat what I have previously stated and testified to.

11. AD PARAGRAPH 11

11.1 I deny the contents of this paragraph and I confirm that meetings involving Bosasa affairs were held with **KEVIN WAKEFORD** at his residence. Further, one of the advisors to then Minister of Correctional Services was present.

12. AD PARAGRAPH 12 AND 13

12.1 I do not dispute the contents of these paragraphs save for stating that **KEVIN WAKEFORD** because of his long-standing relationship was always available to give assistance to the **WATSON Family** and the Bosasa Group.

13. AD PARAGRAPH 14



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13.1 Save for denying that I gave any assurance to **KEVIN WAKEFORD** on the SIU report and that this was in fact communicated to him by **GAVIN WATSON** and his legal representatives I do not deny the rest of the contents of this paragraph.

14. AD PARAGRAPH 15

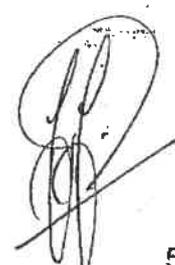
14.1 I note the contents of this paragraph and confirm that I was present with **KEVIN WAKEFORD** at the said meeting, **KEVIN WAKEFORD** used all his expertise in light of the negative publicity to ensure that First National Bank would not terminate the Bosasa credit facilities.

15. AD PARAGRAPH 16

15.1 Save for confirming that he attended dinners and lunches, I repeat that he was most definitely present and involved in the conversations and information that were dealt with at the said meetings.

16. AD PARAGRAPH 17

16.1 I deny the allegations of this paragraph and state that **KEVIN WAKEFORD** was personally present at the Michelangelo Hotel at the coffee area in the company of **GAVIN WATSON** and **VALANCE WATSON**.



5  
T.C.L.

217

16.2 We then noticed the actor the actor **MORGAN FREEMAN** as well as **BENNY HINN** who were also present at the said hotel.

17. **AD PARAGRAPH 18**

17.1 I note the contents of this paragraph and state that a book authored by **BARRY SERGANT** called the "*The Assault on the Rand, Kevin Wakeford and the battle to save a currency*", was written about **KEVIN WAKEFORD** and I was under the impression that he had co-authored the book as he gave me a signed copy for myself.

18. **AD PARAGRAPH 19**

18.1 I deny the allegations of this paragraph and state that **KEVIN WAKEFORD** was often called upon by the **WATSON Family** and the Bosasa Group in regards to business strategies in relation to Deal Stream / Vulisango and the purchase of shares in Simmer & Jack.

18.2 I state further that **GAVIN WATSON** in particular placed large reliance on the expertise, experience, network and connections of **KEVIN WAKEFORD** in resolving issues that were affecting the **WATSON Family** and the Bosasa Group of Companies and in particular relating to the South African Revenue Services and/or anything relating to the banks.

  
6  
T.E.L.

218

18.3 **KEVIN WAKEFORD** further assisted with the Lindela negotiations including the Department of Home Affairs.

**CONCLUSION**

19. **AD PARAGRAPH 20**

19.1 I have noted the contents of this paragraph and I will abide by the decision of the Honourable Chairman.

20. As noted, I have not dealt with each and every allegation in the **KEVIN WAKEFORD'S** affidavit and the failure to deal with any allegation should not be construed as any admission on my part as to either the truth or the correctness of same nor as a waiver of any of my rights.

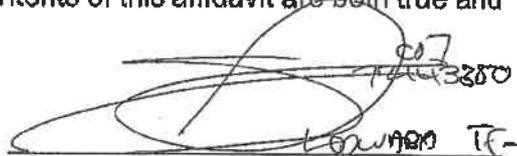


**ANGELO AGRIZZI**

I certify that this affidavit was signed and sworn to before me at **JOHANNESBURG** on this the 04 day of **SEPTEMBER 2019** by the deponent who acknowledged that he knows and understands the contents of this affidavit, has no objection to taking this oath, considers this oath to be binding on his conscience and

219

uttered the following words: 'I swear that the contents of this affidavit are both true and correct, so help me God.'

  
 207  
 17043380  
 Ledwaba T.  
 COMMISSIONER OF OATHS

Name: LEDWABA TSHEPO BANO  
 Address: 15 STURGEON AVE ROSEBANK 2196  
 Capacity: COMPTABLE



  
 8



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

**HELD AT PARKTOWN, JOHANNESBURG**

In re the application of: -

**KEVIN WAKEFORD**

Applicant/Implicated person

In re the evidence of: -

**ANGELO AGRIZZI**

Evidence giver

**FRANS HENDRIK STEYN VORSTER**

Evidence giver

---

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

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*ms L. u*

221

- 2 -

**A. DEPONENT**

I, the undersigned,

**KEVIN PETER EDWIN WAKEFORD**

do hereby make oath and state that: -

1. I am the applicant herein.
2. The facts and allegations herein contained are within my personal knowledge, save as stated or appears otherwise, and are to the best of my belief both true and correct.
3. My full details are set out in my founding affidavit to my notice of application for leave to give evidence before the learned Commissioner and to cross-examine the witnesses Agrizzi and Vorster.

**B. PROLOGUE**

4. This is my replying affidavit to the aforementioned witnesses' answering affidavits which fall to be dealt with together, as I do herein.
5. I submit, with respect, Agrizzi's in his answering affidavit Agrizzi does not address the facts and evidence put up in my founding affidavit addressing his allegations before the Commission. Instead he baldly denies same.
6. Not one of his 123 pages including 84 annexures, advances the allegations which I dispute in my founding affidavit. In fact, many of the annexures corroborate my founding affidavit.
7. I submit that all the allegations by Agrizzi and Vorster are bereft of evidential weight, fabricated and calculated to deceive the Commission. I submit same will be rejected once tested under cross-examination.



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- 3 -

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

**C. ANNEXURES**

9. Inexplicably, Agrizzi has used my initials to identify the annexures to his answering affidavit. Accordingly, where I refer to the annexures to his affidavit, I say so with words to the effect of "to Agrizzi's affidavit" or similar.
10. I have three separately numbered annexures, namely "KWA", "KWB" and "KWR". KWR consists of 236 pages making up various documents many of which are already in the public domain. Where appropriate I have redacted the names of persons not involved in the commission.

**D. DENIAL**

11. As I did in my founding affidavit I again deny, unequivocally, the allegations made by Agrizzi and Vorster purporting to implicate me in corrupt, fraudulent, unlawful and wrongful conduct in relation to Bosasa or at all.
12. I repeat that Agrizzi's and Vorster's allegations in relation to me are blatant and malicious false allegations calculated to deceive the Commission and to damage me.
13. I have read and considered Agrizzi's and Vorster's answering affidavits and respond thereto as set out further below. Where I inadvertently fail to deny any particular aspect, whether nuanced or otherwise, I submit with respect that with reference to my founding affidavit and what I set out hereinbelow, that apart from concessions and mere noting by Agrizzi or Vorster, there is practically nothing in their version that I concede and do not deny.

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**E. CONDONATION**

14. To the extent necessary I hereby seek condonation of the learned Commissioner for the lapse of time between my receipt of Vorster's answering affidavit on 6 June 2019 and my reply thereto as set out herein.
15. While I appreciate that there are no time periods prescribed in the rules for witnesses to file and serve answering affidavits within and that (to my knowledge) neither the learned Commissioner nor the secretariat set any for the witnesses to comply with, the time periods for which I seek condonation are with respect not material when compared to the lapse of time (months at a time) before I received Agrizzi and Vorster's affidavits.
16. I served my application on or about 26 February 2019.
17. I submit that in all the circumstances I brought my application with alacrity and condonation falls to be granted.
18. On 26 March 2019 Agrizzi deposed to a further affidavit and then testified on 29 March 2019 making new and again unsubstantiated allegations against me. For ease of reference and convenience I annex page 48 of Agrizzi's further affidavit marked "KWA" and refer to paragraphs 140 and 142 thereof, as well as pages 90 and 91 of the transcript of Agrizzi's evidence on 29 March 2019, marked "KWB".
19. On 6 June 2019, more than three months after service of my application the Secretariat furnished me with Agrizzi's and Vorster's answering affidavits.
20. In the meantime, I called for copies of Agrizzi's further affidavit and transcript of further evidence.
21. On 18 June 2019 I obtained a copy of Agrizzi's further affidavit and the transcript and on 1 July 2019 I served my supplementary founding affidavit.

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22. On 16 September 2019, two and a half months later, the Secretariat furnished me with Agrizzi's supplementary answering affidavit to my supplementary founding affidavit whereupon I could finalise this replying affidavit.
23. As stated above, Agrizzi's and Vorster's answering affidavits fall to be dealt with together.
24. The record of correspondence between the Secretariat and my attorneys demonstrates with respect that I was not supine in communicating with the secretariat, calling for the answering and supplementary affidavits and persisting in my application. The various correspondence and telephonic interactions between my attorneys and the Secretariat ought not, in my respectful submission, to be in dispute between same.
25. My election not to deal with Vorster's answering affidavit immediately upon receipt thereof, but rather together with Agrizzi's, in no way in my respectful submission caused any prejudice to the Commission and its business, Vorster or the interests of justice.
26. On the contrary, the delays in my receipt of Agrizzi's affidavits has redounded to my prejudice.
27. I have *inter alia* endured fake sms's (letters of Urgent demand) allegedly from "SARS" verified as "fake" by my accountant as the contents do not reflect on my SARS profile. The media have carried articles concerning Agrizzi's allegations against me as "Gospel Truth" albeit that none of the allegations have been tested. I have forfeited a significant employment opportunity in the energy sector due to Agrizzi's fabrications. My bank has requested records that I never have been required to provide before. My family has been traumatized and is constantly concerned about my safety after the untimely death of Gavin Watson.

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28. I respectfully submit that for my part I have treated the prosecution of my application before the Commission with alacrity and intent to have same heard by the learned Commissioner.
29. I respectfully submit that it is the tardiness of Agrizzi which has held up this application, caused me prejudice and caused prejudice which the Commission and the interests of justice may have suffered, if any.

**F. INTRODUCTORY REMARKS**

30. I appreciate that the Commission is not a court of law, and that the learned Commissioner will exercise a discretion. However, I submit that the following is material to my application.
31. The Commission's written application procedure is evidently not to resolve factual disputes and issues arising but to *inter alia* identify the factual disputes and issues arising, and secure the relevant evidence for a decision whether the application, issues and evidence is germane to the business of the Commission. As appears from my founding affidavit, my application is based *inter alia* on:
- 31.1. the fact that I did not receive notice in terms of Rule 3.3 but had to learn of Agrizzi's fabricated allegations in the media;
- 31.2. the untested allegations of Agrizzi and Vorster purport to implicate me in the business of the Commission relating to Bosasa;
- 31.3. my denial of the veracity of their allegations and their lack of evidence;
- 31.4. my challenge to Agrizzi and Vorster's credibility as witnesses;
- 31.5. the evidence I put up and can give to show that they intentionally seek to mislead the commission, at least in relation to me; and
- 31.6. the fact that I am personally knowledgeable to speak to the allegations

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

32. If the evidence in relation to me did not fall within the business of the Commission then I have no doubt the legal team would not have led Agrizzi on same.
33. I submit that my application demonstrates issues which include the reliability of Agrizzi and Vorster's evidence and whether they have perjured themselves before the Commission, which substantially advance the business of the Commission.
34. Furthermore, if Agrizzi is to be believed then the learned Commissioner will want to hear my evidence with a view to assessing and making findings on same.
35. Neither Agrizzi nor Vorster in fact oppose my application. They both state that they will abide the decision of the learned commissioner.
36. Both witnesses admit that the facts and allegations contained in my founding and supplementary founding affidavits, are within my personal knowledge, save as stated or appears otherwise, and are to the best of my belief both true and correct.
37. Indeed, they then contradict themselves and deny allegations I make. However, that can, with respect, only be resolved by way of my oral evidence and my cross examination of Agrizzi.
38. I am not a stranger to a Commission such as this. I recall my experience as a key witness at the Commission into the rapid depreciation of the Rand in 2002 (the Rand Commission). It has been both concerting and detrimental to me that Agrizzi has been allowed to adapt and add to his evidence after receiving my application.

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39. Nearly eight months after Agrizzi's televised oral evidence, which falsely implicated me, it remains untested and his is the only "truth" in the court of public opinion.
40. My experience in the Rand Commission was that my evidence was thoroughly interrogated and investigated even before I gave oral evidence in the Commission. I was immediately cross-examined and those implicated by my evidence were immediately given the opportunity to put their version to the Commission and cross-examine me.
41. As far as I am aware, there are not many people implicated by Agrizzi who have requested to exercise their rights under rule 3 of the Commission.
42. I have expended significant amounts of money on legal costs and my personal, professional and career life have been severely stunted by Agrizzi's conduct.
- G. AD SERIATIM RESPONSE TO AGRIZZI'S AND VORSTER'S ANSWERING AFFIDAVITS**
- G1. Ad Vorster's answering affidavit**
43. Save for what I deal with hereinbelow, I deny each and every allegation contained in Vorster's answering affidavit as if specifically traversed, including that the facts contained therein are in Vorster's personal knowledge and true and correct.
44. As demonstrated further below in dealing with Agrizzi's affidavit, Vorster materially adapts his evidence in his paragraph 5. In Vorster's evidence at the Commission on 30 January, he specified that these orders commenced in 2009 and continued for "nearly a year" and thus into 2010. Now Vorster purports that these orders occurred over 2009 to 2011.
45. Furthermore, in paragraph 5, Vorster references new evidence pertaining to him arranging a 4-ton cooling unit truck to travel down to the Eastern Cape. I have

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

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

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

G2. Ad Agrizzi's answering affidavit

48. AD PARAGRAPH 1

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

49. AD PARAGRAPH 2

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

50. AD PARAGRAPH 3

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

51. AD PARAGRAPH 4.2

The allegations herein contained are denied.

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**52. AD PARAGRAPH 4.3**

52.1. The allegations herein contained are denied.

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

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

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

**53. AD PARAGRAPHS 4.4 AND 4.5**

53.1. The allegations herein contained are denied.

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

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

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

- 53.4. From December 2009 to June 2010, as well as from September 2010 to February 2011, Bosasa did not pay my monthly retainer despite numerous requests from myself to Agrizzi, without response. The subsequent "double payments" of R100,000.00 per month over the periods June to August 2010 as well as February to October 2011, are merely catch-up payments to pay for those particular months as well as prior unpaid months.
- 53.5. Annexures KW-004, KW-0010, KW-013, KW-030, and KW-032 to Agrizzi's affidavit in fact corroborate my explanation.
- 53.6. In Annexure KW-004 (as also KWR007) to Agrizzi's affidavit (an email sent to Agrizzi on 21 August 2010), I specifically address that the payment received is a catch-up for previously unpaid invoices: "*Any conclusion on my July 2010 (catch up) payment! If there are any matters that I am unaware of please let me know. No offence!*"
- 53.7. This is then reiterated in Annexure KW-013 (also KWR008) to Agrizzi's affidavit, where I say specifically to Agrizzi in October 2010, "*As you well know, I ceased invoicing the Group of companies at the beginning of 2010 as I sensed there were problems and continued assisting where and when I could add value out of friendship and loyalty to a company that have stood with me since mid-2006. I was then told that the Group wanted to compensate me with R400 000.00 that was due to me. I did nothing. A month later I saw R100 000.00 deposited into my business account. I then rang you and asked whether I should invoice you on a "catch up" basis. You agreed!*"
- 53.8. It could not be clearer from the above, that the "double payments" in the

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

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

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

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

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

54. **AD PARAGRAPH 4.6**

54.1. The allegations herein contained are denied.

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



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before the Commission.

- 54.3. No doubt, upon reading my statement, Agrizzi realised that his initial allegations have been refuted and embarks on a new campaign of false and fabricated allegations now in relation to the then Minister of Correctional Services.
- 54.4. With reference to Annexures KW-081 and KW-084 to Agrizzi's affidavit, Agrizzi in an opportunistic fashion attempts to falsely allege that the words "*I am waiting for her to get back to me*" and "*I need to see the lady at 7h30 Friday!*" refer to the Minister of Correctional Services. I deny this.
- 54.5. KW-082 (annexed marked KWR010) to Agrizzi's affidavit was written on the same day but relates to a proposed transaction whereby Bosasa was potentially going to use my brother-in-law's electrical business (of which I was a minority shareholder) as their implementation partner on a number of projects. I had requested Agrizzi as the Operations Chief to prepare a report on the description and extent of services required of the company. In my e mail of 20 June 2019 sent at 12:34 (his annexure KW-082) I state the following: "*For disclosure purposes, I wish to note that I am a minority shareholder in the business*". My intention was to clearly disclose this information to ensure that I, as consultant to Bosasa, could not be accused of having a conflict of interest.
- 54.6. Agrizzi has attached an arbitrary email request to meet up in (annexure KW – 083). Given that this is a one-line request to meet from in excess of 8 years ago, I cannot reasonably recall what I wished to discuss with Agrizzi but this would have been in regards to my general functions as a consultant to Bosasa.
55. **AD PARAGRAPHS 4.7 AND 4.8**
- 55.1. Again, Agrizzi introduces new allegations. While he states in this

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

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

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

56. AD PARAGRAPHS 4.9 AND 4.10

56.1. The allegations herein contained are denied.

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

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

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

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**57. AD PARAGRAPHS 4.11 AND 4.12**

57.1. The allegations herein contained are denied.

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

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

**58. AD PARAGRAPHS 4.13 AND 4.14**

58.1. The allegations herein contained are denied.

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

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

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

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

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

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

59. **AD PARAGRAPH 5.1**

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

60. **AD PARAGRAPH 7**

The allegations herein contained are denied.

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

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

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**62. AD PARAGRAPH 15.1**

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

**63. AD PARAGRAPH 17.2**

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

**64. AD PARAGRAPHS 19 AND 21**

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

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

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

**65. AD PARAGRAPHS 22 TO 22.1.3**

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

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

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

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

- 65.4. Giancarlo Agrizzi stated that the company would provide *"consultancy services to various government agencies"* (see KWR017).
- 65.5. In paragraph 22.1.3 of his affidavit Agrizzi now suggests that his *"son who was a university student would never have been in any position to advise Armscor nor the Department of Defence on defence and security policies."* The allegation by me is that Agrizzi was fronting behind his son.
- 65.6. A perusal of the LinkedIn page of the company goes further to demonstrate the services of the company, being Crises Management, Sophisticated Intelligence, and Public Relations. (see KWR019)
- 65.7. The page purports that *"Indlala's crises management team is strategically comprised of specialists in a variety of fields"*, that *"Indlala ensures that when a company or state department is met with a crisis, a team of specialists are deployed immediately"*, and that *"both private and public sector have chosen to work with the Indlala group"*.
- 65.8. Furthermore, on the Indlala webpage from August 2015 (see KWR020), which has since been taken down, Ilizwe Defence and Security is one of the Indlala group's companies. The service offering of Ilizwe is defined on the website;
- 65.8.1. *"Defense and security institutions (defense ministries, military commands, regional and national security organizations, and intelligence agencies) are under intense pressure to maintain a high level of security for citizens while substantially reducing*

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

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

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

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

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

- 65.11. This is however not surprising, given the Agrizzi families close links to high ranking individuals within the Democratic Alliance, where Angelo Agrizzi himself purports to be close friends with DA Shadow Minister of Justice Glynnis Breytenbach and DA Member of Parliament Werner Horn, where video evidence of both the aforementioned frequenting the home of Agrizzi was released recently as part of the "Bosasa Files" on Biznews website. I have attached those screenshots from the videos of Glynnis Breytenbach and Werner Horn at the home of Agrizzi. (see KWR026-027)
- 65.12. It must be noted that Breytenbach withdrew her candidacy for the position of the National Director of Public Prosecution in 2018 on the belief that the position should be "independent of political influence". However, when Agrizzi wished to "come forth" with purported information on high-ranking members of the ANC, Breytenbach does not appear to have believed that this process should be "independent" of her "political influence".
- 65.13. I believe that this is a key motivating factor in Agrizzi's submission to the Commission. That Bosasa and myself inter alia, were used as a politically expedient means for Agrizzi, Breytenbach, Horn and and/or the Democratic Alliance to utilise ourselves in electioneering in the lead up to the May 2019 general elections. Breytenbach has however subsequently denied publicly that she; is friend with Agrizzi, is close with Agrizzi, has an understanding of what high-ranking means, or that she is "high-ranking" within the DA herself, in spite of being the shadow minister of justice.
66. **AD PARAGRAPH 22.1.4**
- I gave my daughter's CV to Agrizzi as he was a long-standing member of the

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

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

67.1. The allegations herein contained are denied.

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

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

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

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

**68. AD PARAGRAPH 23.3**

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

[Signature]

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**69. AD PARAGRAPHS 24 AND 25**

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

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

**70. AD PARAGRAPH 26**

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

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

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

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

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

- 70.5. This confirms Agrizzi's desire to return to Bosasa to be CEO on 27 August 2018, almost 2 years subsequent to his purported desire to "come clean".
- 70.6. Agrizzi then said in his oral evidence at the Commission on 29 January 2019: *"on 31 August 2018 I get a call in the afternoon from City Press. They have just had a meeting with Joe Gumede and Papa Leshabane. They have just had a meeting with Joe Gumede and Papa Leshabane and they want to send me comments, questions. Chair I did not even know that they had opened up a police case against me Joe Gumede and Papa Leshabane at Douglasdale Police Station."*
- 70.7. This confirms that on 31 August 2018, Agrizzi became aware that Bosasa directors, Leshabane and Gumede, had opened criminal cases against him.
- 70.8. Thus, it was only subsequent to Agrizzi being informed of criminal charges being opened against him on 31 August 2018, that Agrizzi decided to come forward to the Commission.
- 70.9. This is confirmed in investigator Frank Dutton's affidavit to the Commission, and recited by Advocate Pretorius to the Commission on 16 January 2019, where Dutton says on page 2 of his affidavit, "Since September 2018 I have met and interviewed Mr Agrizzi on numerous occasions."

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- 70.10. Furthermore, as mentioned to the Commission by Petrus Venter under oath, and highlighted previously here, Venter said Agrizzi planned *"to take Bosasa and Mr Watson down if they did not surrender some of the contracts to his grouping; namely Messrs Agrizzi, Andries van Tonder, Leon van Tonder and Frans Vorster"*
- 70.11. This is confirmed in an email sent by Agrizzi to a Bosasa Group Advisor on 15 March 2018 (see KWR105-107), where Agrizzi says: *"we wait till the business is liquidated and pick up the contracts by offering assistance during the process"*. Agrizzi then goes further to say, *"that way I am also released from any restraint, something that has kept me from pursuing other ventures in Catering, one of the reasons I wanted to get involved"*. (see KWR106)
- 70.12. This shows that it was Agrizzi's intention to force Bosasa into liquidation so that he may benefit personally. Bosasa did indeed file for voluntary liquidation in February 2019, confirming the success of Agrizzi's plan.
- 70.13. In the same email on 15 March 2018, Agrizzi says, *"Gavin is doomed if he doesn't get in a rescue team such as us, more so than if he does, and chances upsetting the likes of Papa and Jackie, who won't have a job come August 2018 anyway"*. (see KWR106). This confirms that in March 2018 Agrizzi was already planning to destroy Bosasa in August 2018 if he was not made the CEO of the business. After being rejected, Agrizzi did indeed release a statement to the media to discredit Bosasa on 21 August 2018.
- 70.14. This plan by Agrizzi was also foreshadowed in an email on 10 March 2018 to Bosasa's Group Legal Advisor where Agrizzi, in proposing himself coming back to Bosasa to run the company, said *"I must mention*

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

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

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

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

**71. AD PARAGRAPH 29.1**

71.1. The allegations herein contained are denied.

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



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

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

## 72. AD PARAGRAPHS 29.2 AND 29.2.1

72.1. The allegations herein contained are denied.

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

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

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

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

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

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

73. **AD PARAGRAPHS 30.1 AND 30.2**

73.1. The allegations herein contained are denied.

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

74. **AD PARAGRAPH 33.1**

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

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

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

75. AD PARAGRAPH 33.2

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

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

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

76. AD PARAGRAPH 33.3

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

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

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**77. AD PARAGRAPH 33.6**

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

77.2: Save as aforesaid, the allegations herein contained are denied.

**78. AD PARAGRAPH 33.7**

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

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

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

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

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

**79. AD PARAGRAPH 33.8**

- 79.1. Agrizzi again introduces new allegations which I deny.
- 79.2. His KW-063 to KW -068 refer to a position paper which I requested from Dr Gavin Bradshaw which paper on the reading of it, explains in generic fashion the nature and development of Public / Private Partnerships (PPP's) in the construction and management of prisons in South Africa. It is most disingenuous of Agrizzi to suggest that the paper was intended to serve as a "mechanism used to influence the Minister".
- 79.3. My objective as consultant with commissioning the paper was to sensitize and educate Agrizzi and the bid team to the aspects which needed to be attended to in a bid relating to a PPP which tender was already open at that time.
- 79.4. The final tender for the Private Prisons, to which Agrizzi refers, was already open for application on 30 September 2008 after the request for qualification to bid was released in October 2007. This can be seen in the attached article from "Engineering News" in October 2011 (see annexure KWR181-182). The email to which Agrizzi refers as his annexure KW-063, however was only sent on 09 February 2009. Agrizzi has therefore once more attempted to mislead the Commission and reflect me in a bad light.
- 79.5. Furthermore, as can be seen in the attached article, it was the very minister Agrizzi accuses of being influenced by Bosasa, Nosiviwe Mapisa-Nqakula (see KWR182), who cancelled the Private Prisons tender. I am of the view that by only telling half of the story, Agrizzi demonstrates his malicious intention to use anything in his ability to

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discredit me and harm my reputation.

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

80. **AD PARAGRAPH 33.9**

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

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

81. **AD PARAGRAPHS 36 AND 37.1**

81.1. The allegations herein contained are denied.

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

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

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

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

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

82. AD PARAGRAPH 37.2

82.1. The allegations herein contained are denied.

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

83. AD PARAGRAPHS 38.1 to 38.4

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

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

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

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- 83.4. The full transcript of the recording is annexed marked "KWR162-180" and no mention is made in the recording of any *"corrupt activities and laundering of cash"*.
- 83.5. Agrizzi again attempts to mislead the Commission here by suggesting that his racism and hatred for the black board of directors *"does not in any way detract from the facts and truth that (he has) deposed to before the Commission."*
- 83.6. From the transcript of the recording (see pages KWR165-166) it is clear that Agrizzi was referring to his *"friend"*, an accountant by the name of Romano Lorregian, as the person who said he would not *"let a "bloody k\*\*\*\*\* run"* his business. Agrizzi also says that Lorregian is *"not racist, he's a realist"* for having these views about black economic empowerment.
- 83.7. Indeed, the recording as well as the numerous emails already referenced, as well as the master plan given by Agrizzi to Petrus Venter, (see KW6 to my statement of 25 February 2019 and attached here as KWR217-222), it is clear that Agrizzi's intention in his statement to the Commission was to destroy Bosasa and those connected to it, particularly Gavin Watson and the black board of directors. In my view, this was done out of malice as a result of his exiting from the Bosasa group, as well as his desire for personal financial gain. This is demonstrated in Agrizzi's email to of 15 March 2018, annexed marked "KWR106". He said: *"we wait till the business is liquidated and pick up the contracts by offering assistance during the process"*.

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**84. AD PARAGRAPH 39**

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

**85. AD PARAGRAPH 40 to 40.4**

85.1. The allegations herein are denied.

85.2. Agrizzi seeks to mislead the Commission.

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

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

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- 85.5. In an email sent to the auditors of Bosasa on 07 March 2018, Agrizzi says specifically that when he left Bosasa in August 2016 to accept a job at Bosasa's competitor "The Compass Group", an offer was sent to him by Bosasa which he purports was to *"ensure I retake control of the Bosasa Group of Companies"* (see KWR146).
- 85.6. This view of Agrizzi's is supported by information published by Agrizzi on his own company's website *crearis.com*, where Agrizzi says *"Angelo's most recent accomplishments can be noted in the performance of the Bosasa Group, now known as African Global, that he developed from a greenfield operational unit employing only 322 people to a multi-national group with 6,515 employees"*. (see KWR153)
- 85.7. Furthermore in Agrizzi's motivations of his responsibilities in the profile of him for the "Italian Businessman of the Year 2014", Agrizzi self-describes himself as commanding the *"loyalty of personnel"* (see KWR184) within the company, as a *"captain of industry"* (see KWR184) and an *"entrepreneur of note"* (see KWR185), as a *"pioneer"* (see KWR185) and *"founding"* (see KWR186) member within Bosasa, and *"the Group and its functional teams"* being *"under his leadership"* (see KWR186). All of these are a clear indication of how Agrizzi viewed himself as the *de facto* leader of Bosasa.
- 85.8. This evidence drastically contradicts Agrizzi's now "convenient" evidence to the Commission to the effect that he was merely an employee with limited authority following instructions:
- 85.9. Agrizzi in his oral evidence to the commission on 28 March 2019 went on to state, *"So, my responsibility, even as a Group Chief Operations Officer, I would still have to consult with every single divisional director before I*

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

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

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

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

#### 86. AD PARAGRAPHS 41 to 41.3

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

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**87. AD PARAGRAPH 42.1 and 42.2**

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

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

**88. AD PARAGRAPH 43**

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

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

**89. AD PARAGRAPH 44**

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

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the water.

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

90. **AD PARAGRAPH 45-46**

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

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

91. **AD PARAGRAPH 48**

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

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

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

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

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

92. AD PARAGRAPH 49.1 and 49.2

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

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

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

93. **AD PARAGRAPH 50**

- 93.1. I have dealt comprehensively above with what I believe Agrizzi's attitude and approach was to black economic empowerment.
- 93.2. Agrizzi's character in my view, is self-evident from the recording made of him, where he continually refers to the black directors of the company as "k\*\*\*\*\*s", and in fact the black community in general as thieves, rapists, looters, and destroyers.
- 93.3. It shows from Agrizzi's further contention in the same recording, that effectively, all the black directors should be gotten rid of he says. He says that "I will personally go into that company, with or without permission, and I will fuck each of those k\*\*\*\*\*s out there" (see KWR174) and his suggestions in his emails on 07 March 2018 and 19 March 2018 was that the majority of black directors within the company should be replaced with a turnaround team of himself and the other white employees who were removed from the company previously. (see KWR030 & KWR034) I believe this accurately and clearly demonstrates Agrizzi's view on black economic empowerment.
- 93.4. Agrizzi also says in the same recording, that his friend Romano "is not a racist, he is a realist", for his racist views on empowerment, that he would not "let a bloody kaffir run" his business. (see KWR165)

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**94. AD PARAGRAPH 51**

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

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

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

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

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

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

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

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- 95.3. I have also fully dealt with Agrizzi's allegations relating to my Invoices and the nature of the consulting services I rendered to Bosasa in paragraphs 49 and 53 above.
- 95.4. While on occasion request quotes from Agrizzi concerning inter alia the supply of building materials, due to Bosasa's preferential relationship with some of their suppliers which would include preferential pricing and delivery times, however at no stage did I ever request that any goods be sent to any other party at the cost of Bosasa as suggested. This is quite evident from the email where I specifically request a "quote" for the goods. Furthermore, my request for a quote here relates to June 2011 and not to the period in question.
- 95.5. In addition to what was attached to my previous statement, I also attach hereto as further proof a report prepared by FullServe Chartered Accountants, confirming that the payments of R100,000 are noticeably catch-up payments (see KWR005-006).
- 95.6. I have further attached the accounting records of Bosasa, of all payments to Wakeford Investments Enterprises from 2007 to 2015 (see KWR227-228), and I also have attached the Wakeford Investments Enterprises Debtor/Customer Ledgers for all Bosasa group companies from March 2008 to April 2015 (see KWR229-236).
- 95.7. Lastly, Agrizzi himself has produced evidence, in attachments to his affidavit KW-004, KW-013 and KW-032 (see also KWR007-009).
- 95.8. Agrizzi appears to acknowledge and confirm the audit engagement letter and information request sent to Bosasa from SARS, and then entirely disregards them without addressing the fact that the dating of these

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

96. **AD PARAGRAPH 57**

96.1. The allegations herein contained are denied.

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

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

97. **AD PARAGRAPH 58**

97.1. The allegations herein contained are denied.

97.2. Agrizzi's annexures KW-042 to KW-047 do not relate in any way to the Lindela Repatriation Centre. Agrizzi is grasping at straws in his attempt to implicate me and others.

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



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

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

98. **AD PARAGRAPHS 59 AND 60**

The contents of these paragraphs are noted;

99. **AD PARAGRAPHS 61.1 TO 61.3**

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

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

99.3. These terms included the following;

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

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

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

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

100. **AD PARAGRAPH 61.4**

100.1. The allegation herein are denied.

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

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

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

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

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

101.1. The allegations herein contained are denied.

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

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

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

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

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

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

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

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

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

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

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

- 101.11. Agrizzi has also lied in suggesting that any payments to Radhakrishna were ever discussed in relation to his advisory services to the Department of Home Affairs, let alone the R7m Agrizzi mentions. Agrizzi is most likely trying to link the savings achieved by the Department of R7.7m per annum (see KWR124-125) to Radhakrishna in some obscure way.
- 101.12. Akhile had quoted a daily rate of R18,000 per day for their services, and I responded to Agrizzi that I suggested he should offer R100,000 per month on monthly retainer, and then review the relationship subsequently. This is attached as KW-042 in Agrizzi's affidavit.
- 101.13. Given that there was an existing contract in place concerning Lindela for 10 years from 2005 to 2015, the Department had no legal grounds at the time to enforce any amendments to the contract (see KWR204 and KWR206).
- 101.14. Agrizzi contends here that "the average occupancy exceeded 3200 persons per day" at Lindela "prior to negotiations", and "decreased to approximately 1000 people per day" subsequent to negotiations. This information is false. At the time of the negotiations in December 2007, average occupancy of the Lindela facility was 1500 occupants per day while the Department was obliged contractually to pay for a minimum average occupation of 3250 occupants per day (see KWR203 and KWR205).
- 101.15. Although the average occupation of the facility had reduced from over 3250 people per day, to 1668 people per day, as a result of changes to deportation procedures from one to three times per week, the actual

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

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

## 102. AD PARAGRAPH 64

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

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

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

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

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

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

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

### 103. AD PARAGRAPH 65

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

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

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

**104. AD PARAGRAPH 66**

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

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

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

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

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

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



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**105. AD PARAGRAPH 67**

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

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

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

**106. AD PARAGRAPH 68**

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

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

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

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

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**107. AD PARAGRAPHS 75.1 TO 75.7**

107.1. The allegations herein contained are denied.

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

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

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

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

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

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

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

**108. AD PARAGRAPH 77**

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

**H. AD AGRIZZI'S SUPPLEMENTARY ANSWERING AFFIDAVIT**

**109. AD PARAGRAPH 1**

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

**110. AD PARAGRAPH 3.1**

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

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

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

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this.

WHEREFORE I persist in my application.

*[Handwritten Signature]*  
 DEPONENT

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

*M. Coena SET 40861397*  
 COMMISSIONER OF OATHS

FULL NAMES: NKOONA JAKAJ  
 DESIGNATION: SERGEANT  
 ADDRESS: GARSFONTEIN



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AA-SUP-048

- 140 Gavin Watson and Valance Watson conducted several meetings, especially at the pinnacle of the SIU investigation, with Andries van Tonder and myself, and on occasion with others such as Kevin Wakeford and Ronnie Watson.
- 141 These meetings would take place at various places and stretched over the period 2009 to 2016. One such place was the Michelangelo Hotel in the lounge adjacent to the restaurant Piccolo Mondo. I remember two specific occasions because notably at the one Benny Hinn (an international preacher) was at the lounge area whilst we had the meeting, and on another occasion Morgan Freeman who was starring in the role of Mandela was at the lounge area.
- 142 Meetings would also take place at the residence being used by Valance Watson in Morningside. On occasion Kevin Wakeford would also be there.
- 143 Certain meetings also took place on a Saturday or Sunday mornings at the Tasha's restaurant at the Morningside Shopping Centre. On occasion Sesinya Seopela would join at the meeting.
- 144 Sesinya Seopela had an extremely cordial relationship especially with the sons of the Watsons. They would often discuss gym health programs and I often was amazed that Gavin Watson would even purchase the health meal supplements for Seopela.
- 145 Other matters discussed during meetings were the fact that the team had to stay together, no one would be permitted to speak out; in the event that it happened the person that broke the Watson "Pact" would be dealt with severely and would be treated as an "askari".
- 146 On a few occasions Gavin Watson would at these meetings say, "Chaps – my signature is nowhere to be found..." or the favorite he would use in the open at prayer meetings "We will be like Paul and Silas, praising The Lord in prison together".
- 147 On another occasion, which I cover in my original affidavit is the time when Gavin Watson visited Nkandla just shortly before a trip to Russia. I refer to the

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**CHAIRPERSON:** No, no I can hear you.

**MR ANGELO AGRIZZI:** Okay, no I was just told that I'm not talking loud enough, so this document was pursuant to the meeting with Brian Biebuyck and pursuant to them getting the documents from advocate Jiba that Richmond Mti had provided that and advocate Jiba, in the meeting he had with Jackie Lapinka who was the secretary of advocate Lawrence Mrewbi who was the head of the special commercial crimes unit and it was basically, on that premise that I was constantly reminded that there's no purpose in me whistleblowing by Brian Biebuyck, I would be told, if you want to go through that route my boy, you're going to get nowhere and I was constantly, every day

10 I met and I mentioned it, I was reminded that, don't even think of it there's no protection for you. So there were several meetings also conducted with Gavin and Valence Watson, sometimes with Ronnie Watson as well and Kevin Wakeford as well where I was basically told – and this was at the 2009/2010 period 2011, where I was basically told – so there were meetings held where I was told, listen, this is a pact, you break that pact you're on your own and we'll deal with you and that's probably why I'm getting threats at the moment but the fact is these meetings did take place and I can recall on two occasions at the Michael Angelo, that was the favourite spot at one stage, next to Piccolo Mondo restaurant, there's a lounge area with a water – with the fish in it and the meetings would take place there and I remember one occasion there was that pastor

20 Benny Hinn was having a big conference here, so those are the timelines that I can refer to and on another occasion Morgan Freeman was in the country and he was staying there as well I think – well he was there and he was acting in a role of a movie that they were making but I remember those vividly and those meetings, we were told listen if you do not stick to this story we are telling you now we'll sort you out and it concerned me, that's why I stuck. There was also numerous meeting that were taking

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

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

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

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

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

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SCHEDULE OF INVOICES SENT AND PAYMENTS RECEIVED FROM BOSASA COMPANIES

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

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

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

*ML* *k.h.*



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

# FULLSERVE

## Chartered Accountants

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

2019/02/20 KWR005

283

### Maphalla Mokate Conradie Inc

PO Box 4665  
 Pretoria  
 0001

### Purpose of the engagement

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

### Supporting documentation

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

### Procedures performed

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

100

10/2  
 K.W.R.

KWR006

284

**Conclusion**

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

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



S HAJI-CHRISTOFOROU

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

MO

L.W.

KWR007  
KW-004  
285

Carlos Bonifacio

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

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

Please Carlos try and pay A.S.A.P.

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

From: kevin@wakefordenterprises.co.za  
To: Angelo Agrizzi  
Reply To: kevin@wakefordenterprises.co.za  
Subject: July Payment  
Sent: Aug 21, 2010 14:54

Hi Angelo

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

Kind regards

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

Best Regards,

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

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

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[Handwritten initials/signature]

KWR008  
KN-013.  
286

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

Dear Angelo

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

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

Regards

Kevin

MJ  
  
k-w.

KWR009  
KN-032  
287

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

Hi Angelo

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

Let me know what your thoughts are!

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

Kind regards

Kevin

ML

J.L.H.  


KW-082 KWR010 288

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

Noted will keep looking at

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

[Angelo.Agrizzi@Bosasa.com](mailto:Angelo.Agrizzi@Bosasa.com)  
[Gina.Pieters@Bosasa.com](mailto:Gina.Pieters@Bosasa.com)

+{0} 27 11 860 6033 - Landline  
+{0} 27 82 902 8091- Mobile  
+{0} 27 11 954 3401- Facsimile

Sent via mobile not verified for accuracy

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

Dear Angelo

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

Many thanks for your help on this matter.

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

Kind regards

[Handwritten initials]

[Handwritten signature: K.W.]



**ENFORCEMENT  
AUDIT**

**Office**  
Megawatt Park

**Enquiries**  
Johan Klingenberg

**Telephone**  
011 802 4304

**E-mail**  
jklingenberg@sars.gov.za

**Facsimile**  
086 610 2072

**Room**  
Second Floor Block B

**Reference**  
9628003023  
4460166046

**Date**  
23 March 2011

**The Public Officer**

**Phezulu Fencing (Pty) Ltd**  
Private Bag 2002  
Krugersdorp  
1740

**Attention: Mr Peet Venter**

**South African Revenue Service**

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

**Telephone (011) 802 2000**

**Website: [www.sars.gov.za](http://www.sars.gov.za)**

Dear Sir

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

**TAX AUDIT: REQUEST FOR INFORMATION, DOCUMENTS OR THINGS**

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

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

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

*Handwritten initials: M and f.w.*

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KWR012

- 7) Please indicate which general ledger accounts should be used to calculate the following amounts on the annual financial statements for 2007 - 2009:
  - Loan, Receivables and Investments
  - Trade and other receivables
  - Borrowings
  - Trade and other payables
  
- 8) Bank statements indicating the balance on the following dates of all bank accounts held by Phezulu Fencing (Pty) Ltd
  - 28 February 2007
  - 29 February 2008
  - 28 February 2009
  
- 9) Please explain differences found in respect of reconciliation done between income declared on VAT 201 and Income Tax returns submitted for the 2007 – 2009 years of assessment. (Please refer to attached schedules.)

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

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

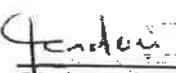
You are reminded that an employer is obliged, in terms of Section 73A of the Income Tax Act (as amended) and section 55 of the VAT Act to retain such records for a period of five years.

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

We thank you sincerely for your co-operation.

Yours faithfully,

  
 \_\_\_\_\_  
**Johan Klingenberg**  
**Audit Team Member**

  
 \_\_\_\_\_  
**Christopher Ndou**  
**Audit Team Leader**

for **Commissioner: SARS**

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KWR013

EMAIL OF CANCELLATION BY KEVIN WAKEFORD OF MEETING WITH GIANCARLO AGRIZZI

**Fwd: FW: Cancelled: Meeting with Giancarlo Agrizzi**

Kevin Wakeford <kevinwakeford1962@gmail.com>

----- Forwarded message -----

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

-----Original Appointment-----

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

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2K

  
Page 1 of 1

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KWR014

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

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

KN

Hi Giancarlo

Thank you for the follow up.

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

Kind regards

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

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

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

Hi Kathy,

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

Sent from my iPhone

On 24 Sep 2015, at 00:32, Kathy Neonakis <KathyN@armscor.co.za> wrote:

Dear Giancarlo,

Are you available Tuesday 29 September 2015 at 13:00 for a follow up meeting with Kevin Wakeford?

I await your response.

Thank you

Regards

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

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

**From:** Giancarlo Agrizzi [mailto:g.agrizzi@icloud.com]  
**Sent:** 22 September 2015 01:25 PM  
**To:** Kathy Neonakis  
**Subject:** Re: Follow up

Highly appreciated

Sent from my iPhone

On 22 Sep 2015, at 1:22 PM, Kathy Neonakis <KathyN@armscor.co.za> wrote

Okay, we'll look at another time next week

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

**From:** Giancarlo Agrizzi [mailto:g.agrizzi@icloud.com]  
**Sent:** 22 September 2015 01:19 PM  
**To:** Kathy Neonakis  
**Subject:** Re: Follow up

MS L-w.

**293**  
KWR015

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

Sent from my iPhone

On 22 Sep 2015, at 1 11 PM, Kathy Neonakis <KathyN@armscor.co.za> wrote

Hi Giancarlo,

Are you perhaps available from 8:00 - 9:00 tomorrow morning?

Thanks!

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

From: Giancarlo Agrizzi [mailto:g.agrizzi@icloud.com]

Sent: 22 September 2015 01:08 PM

To: Kathy Neonakis

Subject: Re: Follow up

Hi Kathy,

Thanks so much for getting back to me. Unfortunately I have a meeting from 2 until 4 with the premier. I will await a time suitable to you other than tomorrow. Any other day I will commit to up front.

Thanking you, once more

Sent from my iPhone

On 22 Sep 2015, at 1 01 PM, Kathy Neonakis <KathyN@armscor.co.za> wrote

Hi Giancarlo,

Trust you are well

Will you be available tomorrow at 15:30 for a follow up meeting with Kevin Wakelord?

I await your response

Thank you

Regards

Kathy Neonakis

Senior Manager Strategic Planning ARMSCOR | 370 Nossob Street |

100 Delmas Avenue & Nossob Street | Erasmuskloof Ext 4 | Pretoria

Tel: +27 12 426 2365 | Fax: +27 12 426 2270 | Cell: +27 82 808 4834

E-mail: kathyne@armscor.co.za | web: www.armscor.co.za

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

From: Giancarlo Agrizzi [mailto:g.agrizzi@icloud.com]

Sent: 09 September 2015 03:35 PM

To: Kathy Neonakis

Subject: Re: Follow up

Hi Kathy,

My apologies for having to ask for a postponement of the meeting with Kevin tomorrow. Unfortunately a crisis at work has emerged and I will be out of the province from this evening.

Could you advise on another date next week? I will be back in the province on Saturday.

Thanks and please forward my humble apologies to Kevin.

Thanking you in advance

Sent from my iPhone

On 04 Sep 2015, at 11 58 PM, Kathy Neonakis <KathyN@armscor.co.za> wrote

Dear Giancarlo

Please note that a meeting has been scheduled for Thursday, 10 September 2015 at 08:00

Regards

Kathy Neonakis

K.W.

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

KWR016

(<https://citizen.co.za>)

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

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

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Charles Cilliers



Giancarlo Agrizzi. Picture: WhatsApp

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

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

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

*[Handwritten signatures and initials]*

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26/07/2019

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

**READ MORE HERE: How Linda Mti, other execs were allegedly 'bought' by Bosasa** (<https://citizen.co.za/news/south-africa/state-capture/2068697/how-linda-mti-other-exec-were-allegedly-bought-by-bosasa/>) **KWR017**

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

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

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

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

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

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

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

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

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

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



Image: Supplied by Giancarlo Agrizzi.

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

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

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

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26/07/2019

Agrizzi's son Giancarlo opens up about involvement with the ANC and Linda Mti - The Citizen **KWR018**

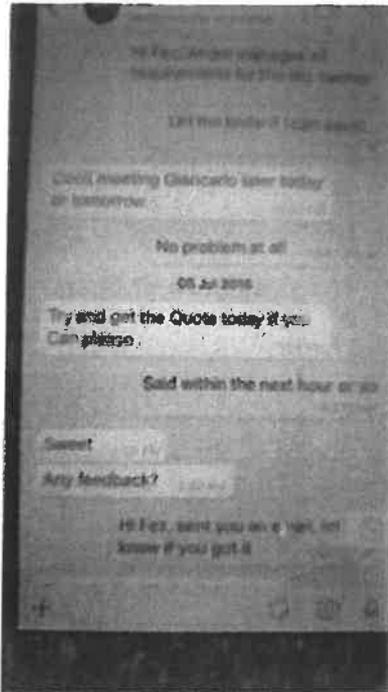


Image: Supplied by Giancarlo Agrizzi.

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

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

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

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**Public protector does U-turn on Gordhan**

(<https://citizen.co.za/?p=2035495>)

(<https://citizen.co.za/news/news-eish/1902986/pic-journalists-unable-to-look-at-zumas-topless-fiancee-during-interview/>)

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

(<https://citizen.co.za/news/news-eish/1902986/pic-journalists-unable-to-look-at-zumas-topless-fiancee-during-interview/>)

(<https://citizen.co.za/news/south-africa/social-media/2078730/watch-sexy-teacher-responds-to-criticism-over-her-outfits/>)

**WATCH: 'Sexy' teacher responds to criticism over her outfits**

(<https://citizen.co.za/news/south-africa/social-media/2078730/watch-sexy-teacher-responds-to-criticism-over-her-outfits/>)

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KWR019

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## Indlala Group of Companies

Information Services | 11 employees

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### Overview

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

Indlala Group of Companies is primarily focused on Three services

#### -Crises Managements

Indlala understands that running a company or a country means a number of risks may present themselves. Indlala has been industry specialists in crises management, while we cannot avoid certain risks we can ensure that the cost of the risk is maintained. Indlala's crises management team is strategically comprised of specialists in a variety of fields, this ensures that the crises is managed by someone who understands it. Indlala ensures that when a company or state department is met with a crises, a team of specialists are deployed immediately, this is because the first 24 hours are the most crucial to re-establishing functionality.

#### -Sophisticated Intelligence

Intelligence and information are critical to the success of any venture. Indlala has established itself as market leaders in the acquisition of specific 'Intel'. Networks and relationships have helped build the resource and knowledge base of Indlala, which means that when it comes to providing information services, both private and public sector have chosen to work with the Indlala group.

#### -Public Relations and Impact

The combination of a crises management team and sophisticated intelligence is what defines Indlala's services. Indlala offers a comprehensive service that works both to acquire the required 'Intel' as well as to establish a strategy to deal with the crises. Indlala has a dedicated public relations team who work together with the media and stakeholders to ensure all public relations matters are resolved. This means that unlike other companies - who only offer information services - Indlala provides a full strategy and crises management service.

Website <http://www.indlala.com>

Industry Information Services

Company size 2-10 employees

Type Privately Held

Founded 2007

Specialties Risk Analysis, Strategic Consulting, Country Portfolio, Consultancy, Investment Assurance, and Political Risk Analysis



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OUR COMPANIES

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298

Iizwe Defense and Security

Page 04 of 10 (over)

Iizwe Ima

Iizwe's Solutions include:

- 
- 
- 
- 
- 

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

QUERIES

Tel +27 (0) 11 768 4149
Email info@indlala.com
Cape Town 11420001 Avenue
For enquiries please contact South Africa
124, 11420001 Cape, South Africa
Kwazulu Natal, South Africa

ABOUT INDLALA

Indlala Group of Companies is a privately owned South African firm with a growing footprint in South Africa. Read more...

SEARCH

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KWR021



Companies and Intellectual Property Commission

a member of the dti group

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

**Disclosure Certificate: Companies and Close Corporations**

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

**ENTERPRISE INFORMATION**

Registration Number 2014 / 164463 / 07  
 Enterprise Name GLZ GROUP OF COMPANIES (PTY) LTD  
 Registration Date 21/08/2014  
 Business Start Date 21/08/2014  
 Enterprise Type Private Company  
 Enterprise Status Deregistration Process  
 Compliance Notice Status NONE  
 Financial Year End February  
 TAX Number 8769062169  
 Addresses

**POSTAL ADDRESS**

22 OAKTREE VILLAS  
 16 ALBERTROS STREET HELDEKRUIN  
 JOHANNESBURG  
 GAUTENG  
 1724

**ADDRESS OF REGISTERED OFFICE**

22 OAKTREE VILLAS  
 16 ALBERTROS STREET HELDEKRUIN  
 JOHANNESBURG  
 GAUTENG  
 1724

**ACTIVE MEMBERS / DIRECTORS**

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

**AUDITOR DETAILS**

Auditor Name	Type	Status	Appointment Date	Resignation Date	Email Address
--------------	------	--------	------------------	------------------	---------------

Profession Number:

**CHANGE SUMMARY**

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



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

Postal Address: Companies  
 P O Box 429  
 Pretoria  
 0001

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



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18/07/2019

dikeledi selowa | LinkedIn

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dikeledi selowa  
Political Leader



**dikeledi selowa**

Political Leader

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

Democratic Alliance  
University of the  
Witwatersrand

Experience



**Democratic Alliance**  
3 yrs

**PR Councilor**  
Aug 2016 – Present · 3 yrs  
Tshwane Municipality

**Chairperson of Services and Infrastructure**  
Aug 2016 · 1 mo  
City of tshwane

**Portfolio Chair of oversight for Services and Infrastructure**

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

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

**Indlala Director, Business Card**

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

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

**DASO Wits**  
1 yr 5 mos

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

**Secretary**

- Nomkhosi Dube**  
Head: EPMO
- Parks Tau**  
President at United Cities of Governments (UCLG)
- solly malatsi**  
Spokesperson for the Exec of Cape Town at City of Ca
- Jabulile Mabuza**  
Virtual Sales Account Man Cisco
- Nokuthula Khomo**  
Political Advisor at Parliam
- Moloto Mothapo**  
Head of Media & Commun ANC, Parliament of RSA
- Leon Mithi**  
Debating and Speech Coa
- luiz maposa**  
Student at University of th Witwatersrand
- Kee Rapitsi**  
Senior Candidate Attorney Edmonds Attorneys Inc.
- Michael Shackleton**  
Partner at Shackleton & M Attorneys and Member of Provincial Legislature

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DIKELEDI SELOWA  
DIRECTOR

Cell: +27 (0) 78 011 4408  
Tel: +27 (0) 760 4149  
Email: [dikeledi@indlala.com](mailto:dikeledi@indlala.com)  
Web: [www.indlala.com](http://www.indlala.com)

MD L.H.

19/07/2019

Luyolo Mphithi | LinkedIn

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Luyolo Mphithi

PR Councilor at City of Johannesburg



KWR025

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### Luyolo Mphithi

PR Councilor - City of Johannesburg

Johannesburg Area, South Africa · 432 connections ·  
Contact info

City of Johannesburg  
Syracuse University

#### Experience

##### PR Councilor

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

##### Provincial Legislature Researcher

Mpumalanga Provincial Legislature  
Sep 2014 - Jun 2015 · 10 mos  
Portfolios

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

##### Director

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

##### Researcher

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

##### Research Assistant

Hanns Seidel Foundation  
Feb 2014 - May 2014 · 4 mos  
Gauteng

##### DA Youth Gauteng Provincial Chairperson of Communications and Media

Democratic Alliance Youth  
Jun 2012 - Jan 2014 · 1 yr 8 mos

##### Director of Partnerships

Model IBSA  
Aug 2011 - Jan 2014 · 2 yrs 6 mos

##### DASO Chairperson

DASO WITS

https://www.linkedin.com/in/luyolo-mphithi-4a7b1448/?originalSubdomain=za

People you may know



**Lerato Magaga**  
Executive Director at Abundant velvet



**Kwena Moloto**  
PR Councilor at City of Tshwane Metropolitan Municipality



**Phumzile Van Damme**  
Member Of Parliament at Parliament of the Republic of South Africa



**Conisa Sihle Skosana**  
Registered and unemployed Worker

**Gareth Morgan**  
Director: Resilience at City of Johannesburg



**Gwen Ngwenya**  
Chief Executive Officer Terco Ltd

**jacques julius**  
councillor at DA



**Leah Knott**  
MMC Economic Development at City of Johannesburg



**Lindiwe Nzuza**  
Moshal Scholarship program Alumna - LLB - Legal Prof

**Mike Moriarty**  
MPL at DA

Learn the skills Luyolo has

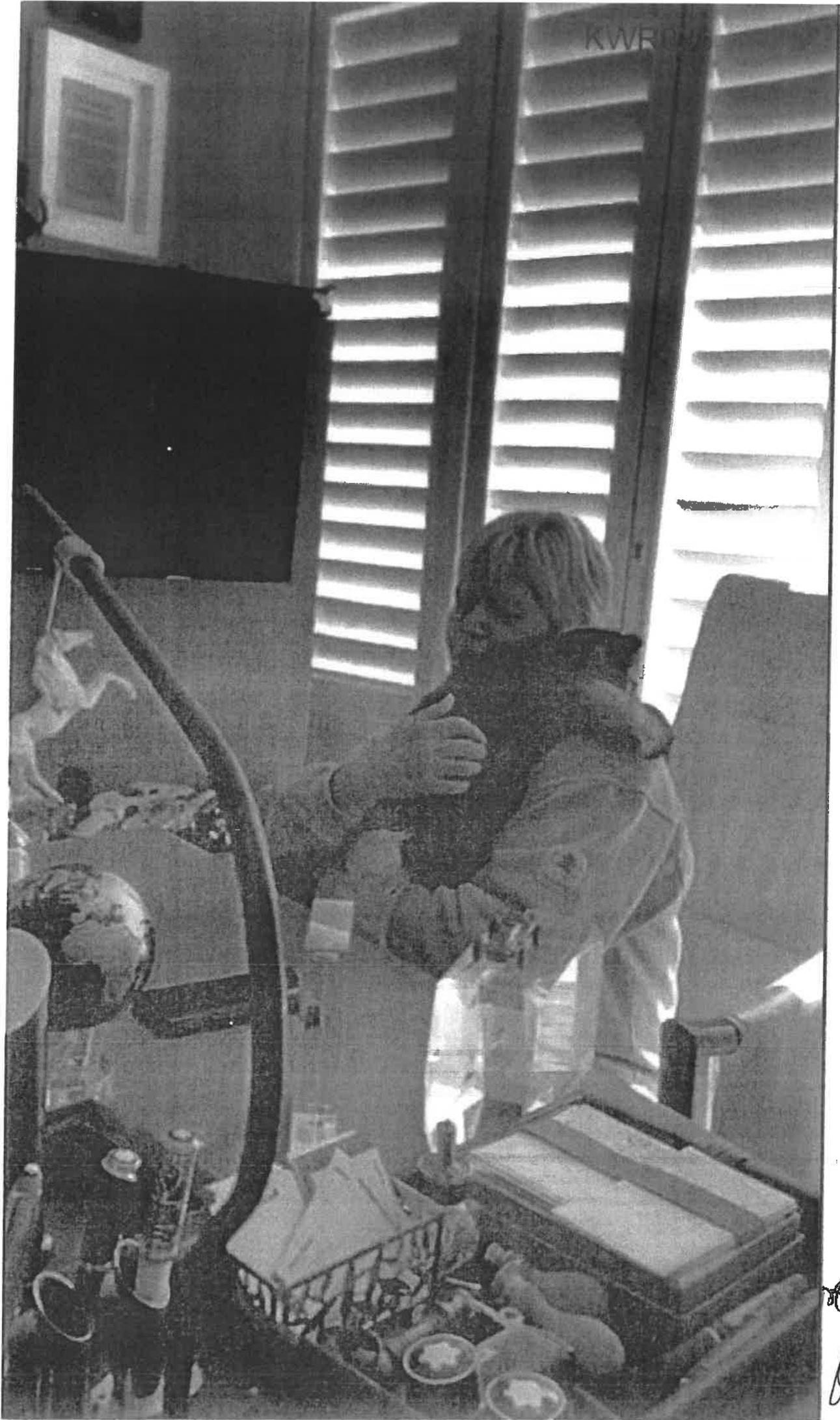
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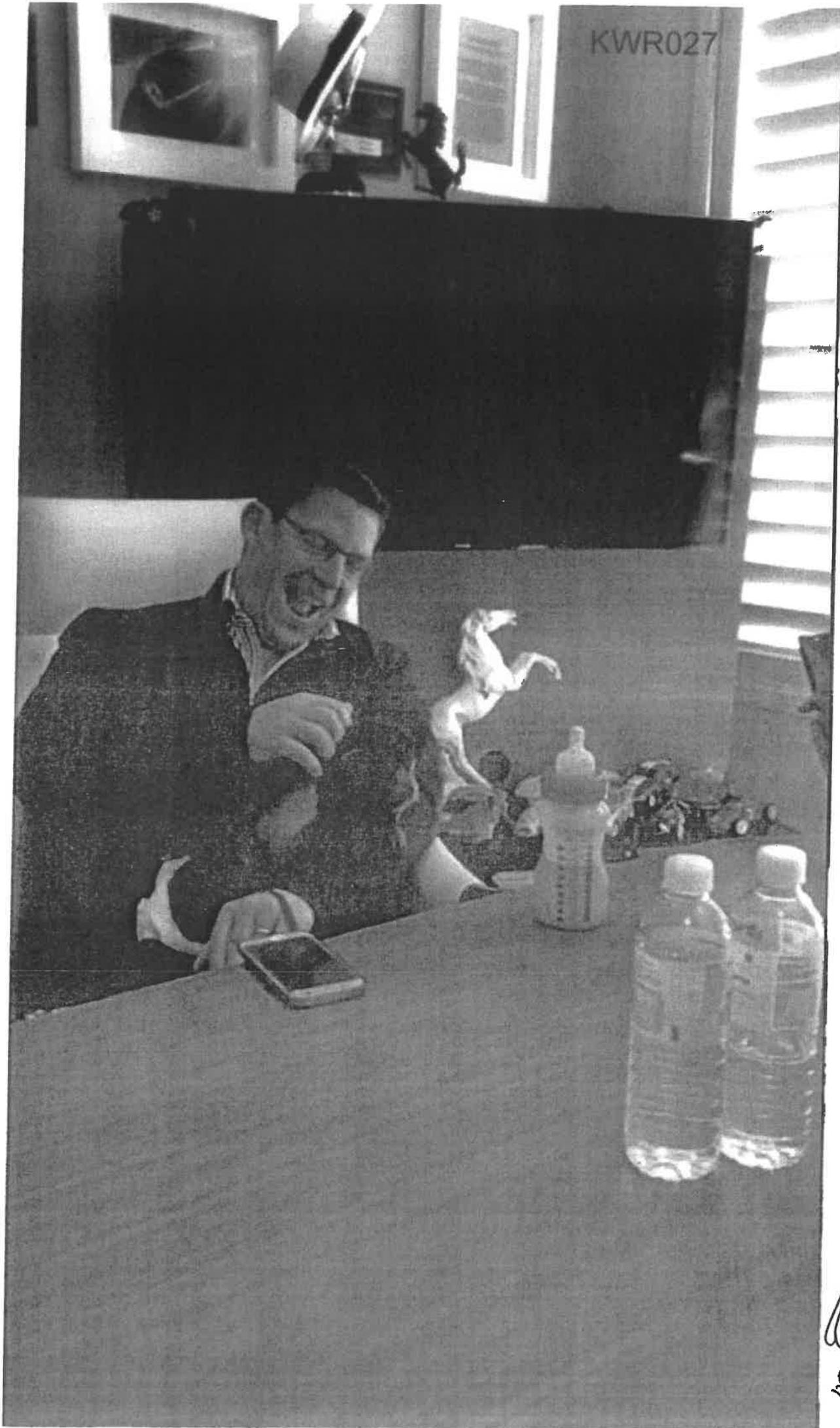
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~~K~~  
k-b

304



2/24/11

305

Angelo Agrizzi

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

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

**Date:** Wednesday, 07 March 2018 at 22:02:02 South Africa Standard Time **KWR028**

**From:** Angelo Agrizzi <angelo@angeloagrizzi.com>

**To:** [REDACTED]

**Priority:** High

**Attachments:** Results 2015.jpg

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

Brian,

"Not for distribution"

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

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

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

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

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

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

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

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

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



KWR029 <sup>306</sup>

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

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

- Feb 2017 – (R55,000,000) Loss – To be signed off
  - Overdraft R50,000,000
- Feb 2018 – (R85,000,000) Loss Forecasted
- *The business actually declined in profits R132,000,000 – Shocking to say the least only attributable*
- *Cash reduced from R71,000,000 to an Overdraft of R50,000,000 – decline in R126,000,000*

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

**Current concerns;**

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

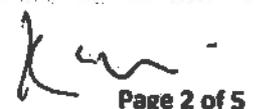
1. Kgwerano is going into contract termination and is in the moment subsidized by the Group
2. The Sondolo IT Department of Justice contract is terminating in the next few months
3. The Security contracts have dwindled and are nearly non-contributory – probably in a loss situation
4. Copper Rod – at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

**Understanding what Bosasa is good at;**

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

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

MAI



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KWR030

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

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

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

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

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

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

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

#### OMIT IF FORWARDING

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

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

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

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KWR031

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

#### END OF OMISSION

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

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

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

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

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

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

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

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

16/11  
KWR

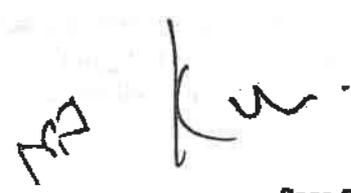
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KWR032

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

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

Bouna Notte



310

KWR033

**EMAIL FROM LEGAL ADVISOR TO AGRIZZI SUBSEQUENT TO BOARD MEETING**

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

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

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

In addition to the comments below

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

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

**Angelo Agrizzi**

m. +27 (0) 64 687 2464

a. HELDERFONTEIN OFFICE PARK

Cnr William Nicol & Broadacres East

No 97 | Helderfontein

Fourways | South Africa

w: [www.AngeloAgrizzi.com](http://www.AngeloAgrizzi.com)

e: [Angelo@AngeloAgrizzi.com](mailto:Angelo@AngeloAgrizzi.com)

s: Angelo.Agrizzi

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

17/19  
 Kan.

KWR034 311

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

Dear Angelo

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

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

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

1. Who comprises and forms part of the management team that you refer to, and does this include Frans Voster, Leon van Tonder and Andries van Tonder? Are you personally also part of the 'management team'? **ME, PERSONALLY I WOULD HEAD UP THE TRANSACTION AND YES IT WOULD INCLUDE THE AFOREMENTIONED WITH THE ADDITION OF CERTAIN OF THE ROLE PLAYERS THAT PREVIOUSLY WERE EMPLOYED BY THE COMPANY**
2. How do you envisage making a difference, and on a practical level, how do you envisage turning the business around? **THE PROPOSAL FORWARD TO YOURSELF IS I WOULD SAY VERY COMPREHENSIVE AND PERHAPS YOU SHOULD REFER BACK TO IT, THE TURNAROUND WOULD MOST DEFINITELY INVOLVE SOME SEVERE CHANGES, AND AS INDICATED IN THE DOCUMENT INVOLVE UNBUNDLING OF NON -PROFIT GENERATING ENTITIES – PRACTICALLY IT HAS BEEN DONE ON A FEW OCCASSIONS BEFORE, WITHOUT HAVING PROCURED NEW BUSINESS, BUT BY ENSURING EFFECIENCIES ARE OPTIMISED, I RE-ITERATE THE FACTS WERE IN FACT ALLUDED TO IN THE DOCUMENT**
3. How do you envisage running the business and what is the role of the existing Board going forward? **THE INTENT IS TO EFFECTIVELY MANAGE THE BUSINESS WITH COMPETENT AND FOCUSSED INDIVIDUALS, IF THE DIRECTORS HAVE THE ABILITY THEY WILL MOST DEFINITELY FORM PART OF IT, COUPLED WITH LUCRATIVE INCENTIVES AS SET OUT IN THE PROPOSAL**
4. If your baseline figures (2017 loss of R55m & R50m overdraft) are wrong, how do you envisage achieving the savings you say you will achieve within a 6-month period? As a fact I am told that your baseline figures are wrong, and the question arises, where did you get your figures from? – **CORRECTION – THE ATTAINED PROFITS FOR 2016 -2017 SHOULD REFLECT A PROFIT OF R50,000,000.00 YOU WILL RECALL THAT DURING THIS FINANCIAL PERIOD UP AND UNTIL DECEMBER 2016, THE GROUP HAD AN ACCUMULATIVE PROFIT OF R75,000,000 WITH A POSITIVE BANK BALANCE, THIS WAS DEPLETED DURING JANUARY AND FEBRUARY 2017, WITH THE RESULTANT FIGURES BEING A REDUCED PROFIT OF R50,000,000 THE FACT THAT THE BUSINESS IS NOW FORECASTED FOR A LOSS FOR THE PERIOD FEBRUARY 2017 TO FEB 2018 OF AN ESTIMATED R50,000,000 LOSS INDICATES A LACK OF OVERSIGHT AND ABILITY, A NEGATIVE R100,000,000 TURNAROUND. SINCE THE DEPARTURE OF PIVOTAL EMPLOYEES AND LEADERSHIP, I THINK THE RROR IS MERELY A TYPO ON THE YEARS. THE FACT REMAINS IS THAT ACCORDING TO MY CALCULATIONS FEB 2018 IS ACTUALLY IN A LOSS, WITH A DEFINATE NEGATIVE BALANCE IN THE BANK.**

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KWR035

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

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

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

EXTRACT FROM PREVIOUS MAIL

"Not for distribution"

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

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

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

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

The 2015/2016 costs include the revamp of Lindela, the houses, Biorganics etc. costs that came to well over R30,000,000 yet we still accommodated the costs and posted a trading profit of R12,000,000, had no overdraft and paid handsome bonuses to all staff. The actual pre-tax trading results were as follows;

Current concerns;

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

702 kw 2/6

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KWR036

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

Understanding what Bosasa is good at;

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

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

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

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

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

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

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

MA KWR

314  
KWR037

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

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

quite simply cost savings have been overlooked due to sentiment;

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

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

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

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

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

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

Kind regards



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KWR038

[Redacted]

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KWR039

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

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

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

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

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

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

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

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

The original recording was not edited in any way.

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**PARTICIPANTS IN CONVERSATION:**

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



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**JARED WATSON**

*Handwritten initials and signature*  
16-12

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KWR040

**TRANSCRIPTION OF RECORDING 1:**

*Recording starts at 17:51PM on 27 August 2018*

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

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

**JW:** Ja, what did he write there?

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

**JW:** OK.

**AVT:** OK.

**JW:** But nothing had been prepared at that stage?

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

**JW:** AA?

**AVT:** Angelo Agrizzi.

**JW:** Ja.

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

**JW:** OK.

15/12

Kw.

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KWR041

AVT: OK. So what he said...

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

AVT: Yes, yes, yes yes.

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

AVT: Mm.

JW: Uh.

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

JW: AA, this one here?

AVT: Mm...

JW: ... (inaudible)...

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

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

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

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

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

MA  
KW

KWR042 <sup>319</sup>

JW: My apologies.

AVT: It's just tounge in the cheek.

JW: My apologies.

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

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

AVT: Ja.

JW: OK.

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

JW: Ja.

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

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

AVT: Ja, ja.

JW: OK, OK.

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

JW: Oh OK, I remember that.

*MJ* *Ku.*

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KWR043

AVT: So this is what he wrote down.

JW: Ja.

AVT: OK.

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

AVT: Hey?

JW: Can we work through this contract?

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

JW: Oh OK.

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

JW: Sure.

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

JW: Ja, ja that sounds great.

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

JW: But that's why I said like.

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

MS kw

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KWR044

JW: Take a couple of notes?

AVT: Ja.

JW: And your suggestions hey?

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

JW: Sell the business?

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

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

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

JW: OK.

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

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

AVT: The second option would be..

JW: Ja.

AVT: Gavin must go to PE..

AW KWR

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KWR045

JW: Ja.

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

JW: Ja. He will be happy with that?

AVT: Ja. Let him run it.

JW: OK.

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

JW: Ja.

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

JW: OK.

AVT: For doing nothing, sitting...

JW: Sitting back and relax?

AVT: Ja.

JW: Enjoy your retirement?

AVT: Ja.

JW: OK.



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KWR046

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

JW: OK.

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

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

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

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

AVT: Ja.

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

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

JW: OK.

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

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

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

JW: OK.

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KWR047

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

JW: OK.

AVT: Automatically.

JW: Ja sure.

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

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

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

JW: Angelo?

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

JW: Sure.

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

JW: OK.

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

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

JW  
km.

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KWR048

AVT: OK, so....

[PHONE RINGS]

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

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

[COUGHING]

AVT: Ag

JW: I'll present anything.

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

JW: OK

AVT: OK. So..

JW: So this one here?

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

JW: Ja.

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

JW: OK.

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

MS / C-W

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KWR049

JW: Sure.

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

JW: Ja.

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

JW: OK.

AVT: You can say.

JW: For sure.

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

JW: Alright.

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

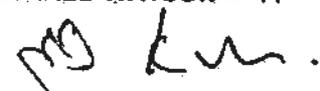
JW: Ja, for sure.

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

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

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

JW: Upset the people.



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KWR050

AVT: Upset people

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

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

AVT: Ja.

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

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

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

AVT: Ja, Ja...

JW: 140 retirement. Peet, whats his name?

AVT: Carlos.

JW: Carlos, this...

AVT: He's at copperplant now.

JW: Say again.

AVT: Copperrod.

JW: Copperrod?

AVT: Ja.

Handwritten initials: MW and J.W.

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KWR051

JW: Oh he's also there?

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

JW: The detail is the limit.

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

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

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

JW: Diner?

AVT: Where they eat, ja.

JW: Ah OK, the cafeteria.

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

JW: The guys just bring their own lunch

AVT: Ja, eet by die huis.

JW: Ja.

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

JW: Ja.

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KWR052

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

JW: Ja, sure.

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

JW: (inaudible)

AVT: That it's not necessary.

JW: OK.

AVT: It's a nice thing to have.

JW: Ja, ja, sure.

AVT: Alright? Skoonplaas.

JW: I don't know what that is.

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

JW: OK.

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

JW: OK.



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KWR053

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

JW: OK.

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

JW: Sure. Another Business Plan.

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

JW: OK.

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

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

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

JW: I was thinking that myself hey.

162 K.W.

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KWR054

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

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

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

JW: (Inaudible)

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

JW: OK.

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

JW: Mm.

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

JW: It needs to happen anyway.

AVT: It needs to happen.

JW: Ja.

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

JW: Sure.

*Handwritten signature: JW K.W.*

**332**  
KWR055

AVT: Whether or not they implement it or not.

JW: Sure.

AVT: But surely within reason.

JW: Sure.

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

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

AVT: Uh, where you know?

JW: The next point.

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

JW: OK.

AVT: Alright.

JW: Ja.

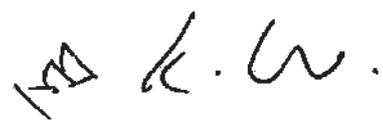
AVT: To be implemented, um, whatever savings, 50; 50...

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

AVT: Yes.

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

AVT: Ja, Ja.



**333**  
KWR056

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

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

JW: OK.

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

JW: Ja, Ja, Ja,.

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

JW: Sure.

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

JW: That is the contingency.

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

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

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

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

Handwritten initials 'AV' and a signature 'K. W.' in black ink.

334  
KWR057

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

JW: Ja.

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

JW: A 3 year period.

AVT: Ja.

JW: OK. So it is a shorter contract?

AVT: Well, on this portion of the proposal.

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

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

JW: OK.

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

JW: Ja.

AVT: Establishment fee.

JW: OK.

*JW* *A.V.*

335

KWR058

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

JW: OK.

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

JW: OK.

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

JW: OK. OK, got you. Ja.

AVT: It took me a while, OK.

JW: Ja, (inaudible) more complex.

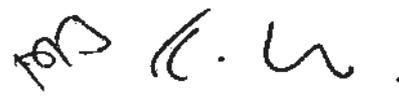
AVT: So what he basically says here, alright, in year 1 till 5, is, there is a fee payable each year of R9,000,000 per year.

JW: Is that, is that ah, standard?

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

JW: OK.

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



336

KWR059

JW: 50/50?

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

JW: (inaudible)

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

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

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

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

AVT: He asked me to call...

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

AVT: Absolutely.

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

AVT: Ja, ja.

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

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

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

*Handwritten initials/signature*

**337**

**KWR060**

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

AVT: Oh thank you.

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

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

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

AVT: Mm.

JW: Do you think he will be able to?

AVT: I asked him the same question.

JW: And does he reckon he can?

AVT: MM.

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

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

JW: And Adriaan Basson and these guys?

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

JW: Is he harassing him?

AVT: Ja... (inaudible).

338

KWR061

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

AVT: Mm

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

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

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

AVT: I don't know...

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

AVT: No, but...

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

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

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

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

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

MD  
J.W.

339

KWR062

AVT: Mm?

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

AVT: Mm...

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

AVT: Mm...

JW: I mean, is it even possible to?

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

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

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

JW: Ja.

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

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

AVT: You know...

AVT K.W.

340  
KWR063

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

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

JW: Really hey?

AVT: Angelo and myself restored it...

[Andries van Tonder phone calls Angelo Agrizzi]

AA: "Hows it?"

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

AA: "(inaudible)"

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

AA: "(inaudible)"

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

AA: "(inaudible)"

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

AA: "I cant, (inaudible)"

AVT: Oh can't you hear me?

JW: Whatsapp.

1013 K.W.

341  
KWR064

AVT: OK, OK, I'll try and phone...

AA: "(inaudible)"

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

AA: "(inaudible)"

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

JW: Sorry man.

AVT: No...

JW: There is literally no signal here for Vodacom.

AVT: Mm.

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

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

JW: Ja. You type in, united...

AVT: United.

JW: And then capital letter M,

AVT: M

JW: Capital A,

AVT: A

10/10 K.W.

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KWR065

JW: Capital letter N.

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

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

AVT: Lowercase. United. Ja?

JW: Capital M.

AVT: N for Nelly?

JW: No man.

AVT: Man, ja.

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

--- END OF AUDIO ---

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

**TRANSCRIPTION OF RECORDING 2:**

*Recording starts at 18:19PM on 27 August 2018*

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

100 J.W.

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KWR066

JW: You on now?

AVT: Ja, I've got better signal.

JW: OK.

[Andries van Tonder calls Angelo Agrizzi on the phone]

AVT: Ja, can I ask you something quickly?

AA: ...(inaudible)...

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

AA: "Yes."

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

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

AVT: Oh...

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

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

JW: And...

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

AVT: Mm...

Handwritten initials and signature at the bottom right of the page.

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KWR067

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

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

AA: ...(inaudible)...

AVT: Ja...

AA: ...(inaudible)...

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

AA: ...(inaudible)...

AVT: No...

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

AVT: The dates are there, ja.

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

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

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

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

JW E.H.

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KWR068

JW: It's worth us trying hey?

AVT: Ja

JW: So, 10 upfront?

AVT: Ja, 10 upfront.

JW: Then 5, is the balance?

AVT: Mm, within 15 days.

JW: Within in 15 days. Then...

AVT: Alright.

JW: 9 at the end of the year.

AVT: Then on the 1<sup>st</sup> of April...

JW: So, end of the financial year.

AVT: Ja.

JW: OK, financial year ends in March?

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

JW: That's 9.

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

*Handwritten initials: AVT and J.W.*

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KWR069

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

JW: Oh, so it's on implementation.

AVT: Ja.

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

AVT: Yes. Yes.

JW: OK, 50% of that.

AVT: Yes.

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

AVT: Ja, the preceding years is savings.

JW: OK.

AVT: And then, the same here. 1<sup>st</sup> April 1 September. OK?

JW: OK.

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

JW: OK.

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

JW: Got you.

*AVT* *K.W.*

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KWR070

AVT: Alright.

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

AVT: Yes, yes.

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

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

JW: Not at the end of year 3?

AVT: Hey?

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

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

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

AVT: That's how I understand it.

JW: So then ...

*[Handwritten signatures]*

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KWR071

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

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

AVT: That's how I understand it.

JW: But it says here year 1.

AVT: He says calculate the preceding years savings.

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

AVT: Ja, it should.

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

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

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

AVT: Mm

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

AVT: Mm

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

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

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

MD E.W.

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KWR072

AVT: Ja.

JW: As you say...

[Andries van Tonder phone calls Angelo Agrizzi]

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

AA: "Ja"

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

AA: "That's right."

AVT: Yes.

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

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

JW: It's only payable ion year 2.

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

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

AVT: Ja, as it runs out, ja.

JW: OK.

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

MO K.W.

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KWR073

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

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

AVT: Jared.

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

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

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

AVT: Alright.

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

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

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

AVT: Alright, ja.

[Call with Angelo ends]

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

JW: Ja, ja.

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

100 J.W.

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KWR074

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

AVT: I don't know?

JW: Ja.

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

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

AVT: No, no, no.

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

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

JW: OK.

AVT: Copperrod is not, nothing is going on.

JW: No value to it?

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

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

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

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

MS K.W.

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KWR075

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

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

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

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

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

AVT: He just wants to present all the options.

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

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

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

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

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

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

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

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

MG K.W.

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KWR076

[Call ends]

JW: Ja, the signal is so bad hey.

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

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

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

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

AVT: Mm, mm...

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

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

JW: OK. Um...

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

JW: Sorry man, my house is terrible.

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

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

ms k.l.

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KWR077

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

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

AVT: I asked him that question today.

JW: Ja.

AVT: This afternoon.

JW: And what did he say?

AVT: He says he can manage the press.

JW: Ja, easily, or...

AVT: Look, they are on to him.

JW: Ja.

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

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

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

JW: You've met him?

AVT: Mm.

AVT J.W.

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KWR078

JW: Ja.

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

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

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

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

AVT: You see, you see...

JW: Is this a non-negotiable?

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

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

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

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

AVT: Ja, well, there is a minimum of R10,000,000.00 that will be easily achieved.

JW: No but I'm saying like these figures here, 9 million a year, 24 million upfront. You know.

AVT: Ja.

AVT  
JW

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KWR079

JW: Is the business going to be able to pay it immediately? I don't know.

AVT: I don't know.

JW: And like this is the other key thing right, is, you need to, they are probably going to need to ask Louis, who manages the money, like can we pay this amount? You know.

AVT: Ja, Ja.

JW: Now I don't think he will like the fact that you need to ask Louis, but I mean they need to ask someone, because who you need to speak to is whoever manages the purse. So I don't know, ja, I mean...

AVT: But anyway, this is a starting point.

JW: No, but uh, ja, I mean, for me personally, what I would like to do, is talk this through and get it finalised tonight hey, because I'm gone 8am. I wish I wasn't but, I have, have. I'm not a Brian who is playing golf, I have a hectic AGM tomorrow. Um, I can be back tomorrow night. (inaudible) to 5:30, probably last till 8:30. I can see if there is even a late flight or at worst, what's tomorrow, Tuesday, tomorrow's Tuesday, or at worst I can be back Wednesday morning, um but, ah, but ja, I feel terrible about it given, where, the progress of where things are. But I am gone on a flight tomorrow at 8AM tomorrow morning, and I, and I am, I can not come back until probably around 8:30, if there is even a flight at that time tomorrow night, and that that's just because I have a hairy AGM to deal with for... for Royalston. Um, so...

AVT: But then we must deal with it on Wednesday then?

JW: I mean is that cool to do that. I mean I really don't want to mess him around. I really don't, I honestly don't have an option. I called this meeting 3 weeks ago, because remember with an AGM, I have to give...



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KWR080

AVT: Ja, ja, ja.

JW: I have to give three weeks' notice minimum. So we gave notice and they won't be able to form a quorum, because the two directors are dissenting, and the other trustees are dissenting, so myself, Nkosi and my dad all have to be there for a quorum for the meeting, so I can't not be there, and I'm the Chairman, anyway, so I present, so I don't have the option of not being there. I means that's, I don't want to mess you around, but that's not a lie, that is the reality of it you know.

AVT: No, no, absolutely.

JW: So, I am happy to, I can work until 7, 6 am if I need to you know, um because I'll then need to leave for the airport. Um to be there around, to get to, I will probably need to be at the airport around 07:00, 07:15, or whatever you know. Um, but after that I'm I'm out for the day.

AVT: No, no, sure, I understand...

JW: So I don't, I mean.

AVT: Ja, so, present it to the guys and see.

JW: Ja. And ah, and how's if, if, if Louis needs to be asked about what capital is available and can be paid, you know, without this company liquidating because if, if, look if the company gets pulled, pushed into distress.

AVT: No, sure, sure.

JW: And then, then, it doesn't matter what you have signed, as you're not going to be able to pay it you know.

AVT: Um.

MS J.W.

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KWR082

JW: I also thought, that was probably necessary.

AVT: Ja

JW: Do you know what I mean? Why would you be part of that oversight committee?

AVT: Ja no sure, sure.

JW: I don't know, what are your thoughts? I mean, you need that to be, nobody needs to be there, or you could be there, or something, you know what I mean like?

AVT: No, no I don't need to be, but anyway, it doesn't matter. But ja, ja , no, the, the, the... Brian is just there for his own pocket anyway.

JW: Ja so, this is what I am saying, he doesn't even need to be in an oversight committee hey, to the best of my knowledge... OK, this is all jargon, jargon, background, consultancy. Ja, OK, so, so, do you know what clauses that you guys didn't like, that were put in, or...

AVT: Alright, I've got a (inaudible).

JW: I think this one you didn't like within 7 days.

AVT: Ja, I also see the 7 days things now...

JW: But the thing is 7 days... in 7 days...

AVT: 7 days from signature date the ... (inaudible)... shall provide in writing confirmation from BOSASA Operations, Consilium... blah, blah, blah... that they each confirm cancellation, Ja, he wanted to know why 7 days?

JW: What it, ok, let me just read this quickly.

TOP

K.W.

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KWR083

AVT: Um, there was another 7 days there... I can't... let me just check.

JW: Cancellation... I mean ja, for me that is irrelevant, it is the old agreement anyway. So the agreements... ja, OK.

AVT: OK, that's fine (inaudible).

JW: OK, ja, that is escalation, which is fine I think.

AVT: OK, let me just see here quickly. OK it was the 7 days issue, why, why is it only 7 days. And then, there was, OK... Um...

JW: But, you know, this is inconsequential stuff I think. It is about the appointment of a committee and whatever, you know?

AVT: NewCo...

JW: Ja...

AVT: Why was the NewCo ja? NewCo was an issue... because there was a thing that Angelo has to create, have a bank account... the NewCo has to have a bank account first and stuff like that. And he says well it's between him and Gavin, so what's the issue?

JW: I think the problem was, that I mean the only concern is a payment going directly into Angelo's account, looks like it's like it's a pay-off, you know?

AVT: Ja... but I mean we've agreed on a way around that. I mean that we'll just tell him you, would be... OK... principles of Black Empowerment... and serves as the guideline in determining the nature of business... you see, I know he's also got this thing, that you know, why only in 15 days, that, that, doesn't Gavin want to pay him or what?

MD K-h.

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KWR084

JW: Ja, but I mean, I think the logic is, you know, I mean you did the banking function, its like, to pay say like R10m tomorrow, it is hectic hey. It's like...

AVT: Mm.

JW: I mean, you just need to have access to cash

AVT: Um, the, the thing is he wanted...his concern in terms or, of the 7 days or 15 days, why can't it be actioned immediately? You know what I mean?

JW: No, no, no, I'm sure, but I'm saying like...

AVT: He says, Gavin wants a letter of retraction from him immediately, but he is only going to do this in 7 days, and to do that in 15 days...

JW: But I think the logic is, I think the logic here is you know, I mean you do the banking for BOSASA, to make a payment for 10 million bucks tomorrow, is, is hectic... like, I mean...at one stage the guys were even worried like, can they, are they going to be able to pay that in 15 days.

AVT: Ja, no sure...

JW: And the problem with, the biggest problem Angelo has had is not living up to the, to the terms of the agreement, now the problem is, for me I think the biggest problem, what if they sign an agreement that they can't live up to...

AVT: Jisi don't know why they bladdy cancelled these (inaudible) jis and they complicate it. OK, post the payment. OK, sorry I just want to see...

JW: Cause you know what I mean, the second they sign this agreement if they don't live up to it, Angelo's going to feel like his trust has been betrayed again. So it's like, if you sign an agreement, you better make sure you can live up to it you know?

MS K-w

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KWR085

AVT: Ja.

JW: That's, that's the hard part. Like I mean these guys could sign an agreement saying they could will pay 100m a year, but...

AVT: I know that was discussed in the meeting, the BEE part, portion of it, but you know; he says man, it is between me and Gavin, you know?

JW: No, but I think the logic is to be able to get BOSASA to invest...

AVT: I understand that.

JW: And, and, and there is a way of doing it, like using your scorecard and you know, so it is...

AVT: I just want to find that thing.

JW: No, go for it please...

AVT: The business plan.

JW: I'm in no rush.

AVT: Where it referred to, to a business plan.

JW: I think I know what it is. Can I, can I? if you don't mind? I think is was, I think what you are referring to is this: Consultancy. 15. OK, um... post the funding obligation... Post the payment of the funding obligation set out in the above, any future, any future financial, here, post the payment of the funding obligation set out in the above...these ones here...here; Gavin shall make payments of a guaranteed minimum sum of between 5 and 10 million rand to NewCo each year, reckoned from, OK. Post the payment; NewCo shall use its reasonable commission levels to procure; that the future financial

AVT J.W.

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KWR086

requirements are met as far as possible from (inaudible) and I think it's next...  
Gavin will pay 5 million into the trust account...here so it says, as a matter of  
good faith Gavin will pay 5 million into the trust account of Angelo's within 48  
hours of signature date, to serve as initial payment. Um, Angelo's attorney will  
hold afore amount in an interest bearing account, OK. Parties...

AVT: Where's the clause...?

JW: Here, here, this is it, OK...

AVT: You got it...

JW: Post the payment of the funding obligation, as set out in clause 6.4...

AVT: Mm...

JW: Any future financial requirements of NewCo shall be determined by the board  
of NewCo.

AVT: Ja.

JW: Is that the one you are talking about?

AVT: Isn't there a clause that says that um, the NewCo has to submit a Business  
Plan for approval by the Board of BOSASA?

JW: I haven't seen that anywhere hey... honestly, why don't, I'll, let's read through  
it together...

AVT: Ja.

JW: OK so, we can ignore the initial stuff right?

AVT: Ja.



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KWR087

JW: Um, so, background is irrelevant I think, cancellation, the parties agree that of the 31<sup>st</sup> of August (inaudible) the consultancy agreement is hereby cancelled and no party to the agreement shall have any claim. No problem.

AVT: Ja.

JW: Within 7 days of the signature date, Gavin shall provide written confirmation from BOSASA Operations, that they each confirm the cancellation of the consultancy agreement. The previous one.

AVT: Ja.

JW: Within 7 days, although I think it is irrelevant, because, I mean, cancellation, there is nothing for Angelo to fulfill then, cancel... on that consultation thing.

AVT: Ja. Well, Ja, but he disputes the cancellation, that the thing is cancelled.

JW: No, but what I am saying is if you want to cancel its like...

AVT: Yes, ja...

JW: It is an irrelevant thing, because whether it is cancelled or not, it is irrelevant. The main thing is the new one, you know... Um, within 7 days of signature, Angelo undertakes to confirm his withdrawal of all, and any legal proceedings that have or are in the process of having being launched relative to the consulting agreement, that's fine. The agreement, ah novates, I don't know what that word means, and supersedes all prior agreements. Angelo serves as Gavin's personal consultant to advise him personally in relation to his business dealings generally and to this end the parties will regularly, meet regularly to discuss and exchange ideas, beneficial to Gavin's business interests. I think that is fine. In consideration of the consulting, Gavin will pay, or caused to be paid a monthly consultancy in the sum of 250,000 to Angelo. Uh, or to an entity nominated by him in writing upon a monthly invoice



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KWR088

rec..being presented to Gavin or an entity nominated by him, 29<sup>th</sup> of each month payable to a bank account nominated by Angelo. The consultancy fee shall endure for a period of 5 years (inaudible) from month to month, that's fine. Angelo, or the entity nominated by him, will be responsible for and liable to pay any tax consequences.

AVT: Mm.

JW: No problem. In order to ensure a harmonious relationship between parties in executing the terms of this agreement, the administration and running of NewCo and to assist in an endeavor to rebuild their prior trust relationship, the oversight committee will hold themselves available to meet with the parties at short noticed.

AVT: Ja.

JW: For complaints, disagreements or whatever. It being recorded that it is a material term of the agreement that neither party shall denigrate or malign the other party, which if breached may result in the termination of the agreement as provided herein. Within 7 days of signature date, Gavin shall provide Angelo with written confirmation. We said that is fine.

AVT: Mm.

JW: With... ah either, if either party (inaudible) the oversight committee will convene electronically, whatever. The parties will cause, OK- NewCo, the parties will cause a NewCo to be incorporated and registered within 60 days of the signature date. Angelo will serve as the Executive Chairman of the NewCo and will be responsible for the entrepreneurial development and management of the business, but excluding, but excluding restricted business. Management of the business but excluding restricted business. In accordance with the terms of the MOI, to be agreed between the parties, prior to incorporation.

MD J.W.

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KWR089

AVT: Mm-hm.

JW: The business of the NewCo is to be agreed between the parties, it being the prerogative of the NewCo that endeavors to follow principles of BEE, or serve as the guideline in determining the nature of the business.

AVT: Mm.

JW: Gavin undertakes to fund NewCo as follows. Subject to clause 6.6, Gavin will make a payment of 10 million to the NewCo within 15 days of the NewCo opening its bank account, and Gavin shall make payment of a guaranteed minimum sum of between 5 and 10 million for a period of 5 years. Fine. Um, post the payment of the funding obligation as set out in 6.4, any future financial requirements of NewCo shall be determined by the Board of NewCo, which will be controlled by Angelo, as the majority.

AVT: Ja.

JW: Oh, I've got an idea around that, but we'll, I'll run it by you. I'll come back to that. Um, a NewCo shall use its reasonable commercial endeavors to procure that the future financial requirements of NewCo are met as far as is practical from NewCo's own resources or from dealing with the banks.

AVT: Mm.

JW: As a matter of good faith, Gavin will pay 5 million into the trust account of Angelo's attorneys within 48 hours of the signature date, which will serve as an initial payment of the amount referred to in 6.4 of that 10 million.

AVT: Ja.

JW: Angelo's attorneys will hold the, the amount in an interest bearing trust account to the benefit of the NewCo, to be paid over to NewCo's bank

*Handwritten signature*

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KWR090

account once it has been opened. Um, the parties choose as their as their domicile their respective addresses as set out, OK that is fine. The period, for the purposes of this agreement the respective addresses are, or any other such addresses. Any notice given in terms of this agreement shall be in writing and shall be, OK, OK, cooperation in good faith. The parties undertake to co-operate fully and to consult with one another in all respects in regard to their relationship in terms of the agreement. The parties undertake to act in the utmost good faith with respect to each other's rights under this agreement and adopt all reasonable measures to ensure the realization of the objectives.

AVT: Mm.

JW: Neither parties shall do, allow to be done, or cause to be done anything which does or may impugn the good name and reputation of the other party.

AVT: Mm.

JW: Um, breach. If any party breaches any of the provisions of this agreement and fails to remedy such breach within 14 days of receipt of the written notice from another party requiring him to do so, then the aggrieved party shall be entitled, without prejudice to its own rights in law, in terms of this agreement, to claim immediate payment

AVT: Mm.

JW: and/or specific performance by defaulting party of its obligations at the date of default. Ja. Arbitration. Standard arbitration thing, and then independent advice. Each of the parties to this agreement hereby acknowledges and agrees to act that it has been free to secure independent legal advice. All the other provisions of this agreement, other restrictions contained are fair and reasonable governing of law.

AVT ... (inaudible) ...

AVT J.W.

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KWR091

JW: OK. This agreement shall in all respects be governed by the law of the RSA. For purposes of applying for urgent relief in respect of the matters, which cannot be resolved between the parties, that's fine, standard, standard clause. Whole agreement: This agreement constitutes the whole agreement between the parties relating to the subject matter thereof and supersedes any other discussions, agreements or other. No addition to this agreement, whatever, whatever. That's fine... no oral... that's fine. no extension of time, or waiver or relaxation of any of the terms of this agreement, or any other agreement, bill of exchange, whatever. That's fine. To the extent permissible by law, no party shall be bound by any express or, that's fine. Um.

Cession of the agreement. Except as expressly provided for the contrary of this agreement, no party shall be entitled to cede, or sign, transfer the agreement, no that's fine. No part of this agreement shall constitute... I don't know what that means, it is a Latin term, in favor of any person who is not a party to the contract.

Costs. Each party shall bear their own costs. Uh...uh. Severance. If any provision of this agreement is found by any court or administrative party to be invalid, unenforceable or illegal, the other provisions shall remain in force. Um.

The signature. OK signature... this agreement is signed by the parties on the date and place dictated. Any referenced to signed, that's fine. This agreement must, may be executed in counter parts, each of which shall be deemed at the original and all which together shall constitute one and the same agreement at signature date. This agreement shall be valid and binding upon the parties. The parties (inaudible) is not required for this agreement to be valid and enforceable that a party shall initial all the pages of this agreement. The person signing this agreement in their representative capacity warrant their authority to do so. That's it.

AVT: Mm.

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KWR092

JW: I don't see anything about a board here.

AVT: Ja, I know. He read it somewhere.

JW: I think the only thing he must have misinterpreted, was the, is the NewCo one. But he is the NewCo.

AVT: Um.

JW: So, the approval is his own approval. This point 6.5.

AVT: Mm.

JW: So, ja, I don't know hey. So I was just trying to show you there was nothing nefarious.

AVT: No sure.

JW: No one is trying any sharp one. It is such a simple agreement.

AVT: I know. I know.

JW: To be honest this agreement offers, I, it doesn't bother me, but this agreement offers no protections to BOSASA or Gavin or anyone.

AVT: Ja

JW: You know. So, and nobody cared.

AVT: Ja, no obviously the securities was, was an issue.

JW: Ja but, but I'm saying for Gavin there is like, there's like no recourse for them, or anything like that. So it is actually a bad agreement for them, but it's like, you have to act on trust now, I think from their side. So ja, so that's why I said

*Handwritten signature*

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KWR093

guys, there is no malice you know. But there was no nefarious provisions or anything that was put in, there was nothing dodgy. As I said, we all sat here, and said, Oh cool. Let's finish this thing you know.

AVT: Ja:

JW: So ja, I don't know.

AVT: Anyway. This is what he presented now.

JW: OK.

AVT: Given to me, to give to you. I am the Post Box.

JW: Ja no me too hey, we are the Post Boxes... as accountants hey. OK.

AVT: Alright.

JW: So look, can you call Angelo and ask him one thing. I don't want to offend him because I know he can see stuff that happens. But I want you to ask him, payment structures are going to probably have to be confirmed with Louis...

AVT: Ja.

JW: To see what capital is available in the business, and stuff, you know. So I don't want him to get a skrik if, if, if Louis gets called or anything you know. It is the sad, it is the sad reality of it, you know. Um...

AVT: Look he is going to swear when he hears the name Louis.

JW: I know, I know, but I haven't, I haven't been said to say this, I am just thinking through the logic of it, you know.

*AVT* *J.W.*

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KWR094

AVT: Um.

JW: I haven't been told to say anything today. I mean. Nobody even knows I am meeting you. Um... so.

AVT: Let me, let...

[Andries van Tonder phone calls Angelo Agrizzi]

AVT: Hi can I ask you something, hallo can I ask you something?

JW: Just warn him.

AVT: Payment structures of this proposal.

JW: Just warn him he is going to be frustrated.

AVT: In terms of the, um, the, the proposal dates etc. OK. Is there a possibility that they can, they can amend it in terms of availability of capital?

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

AVT: OK.

JW: But, uh, just ask him like, this is just for me, I am just saying, I am assuming that they are going to have to speak to Louis at some stage and say what capital is available.

AVT: Mm...mm...no, no, no, I know, it is what they offered last time, but: Um, the initial capital was, basically what they offered last time, but...

Handwritten initials: AW, JW.

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KWR095

JW: No. So, so, so the concern was, I know, I know that, the concerns tha even, even in, even in this agreement here...

AVT: Ja, I hear you.

JW: Can you hear him? Even, even in this agreement here, the concern was like we don't actually at this stage know what can be paid immediately, you know, like what funds are, immediate, like immediately available, um, to pay now. To confirm that, Louis is probably going to have to be called.

AVT: Mm.

JW: You know, I know you guys hate him, I mean I don't know anything about him, I'm just, I'm just thinking through my head here, he is the finance guy. You know, so I don't want Angelo to get a fright if he sees Louis is being contacted.

AVT: Mm. Ja no, we can't, we can't be... Louis can't be involved.

JW: No, I don't want him to be involved. But it is like do you, do you understand the dilemma I am saying here. The reality is, he controls the purse, so if they need to get from the purse... it probably dropped...

AVT: Ja, ja the thing is, Louis controls the purse, alright...

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

JW: Like Roth and Lindsay aren't financial people.

AVT: Ja, ja. But now the concern is that, um...

JW: This is just my concern, hey, I am just saying.

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KWR096

AVT: That, that is Jared's concern.

JW: So he is going probably to be asked like what is available to be paid.

AVT: That, that he is going to be asked what is available to be paid...

JW: Ja, so...

AVT: So if ...

JW: Roth and Lindsay don't have access to the accounts

AVT: So if they ask him, is it, is it going to be a problem if they speak to Louis about it?

AA: "No, not at all"

AVT: No.

JW: Because I didn't want to offend anyone. OK so, so if he just, if he sees, if he sees contact, if he sees anyone contacting Louis that is the reason then.

AVT: Oh OK, OK. So it is just if you see anyone contacted Louis that, you know, that there shouldn't be a problem again in future, because the only purpose of that is just to pay.

AA: "... (inaudible)...Andries you know bru"

JW: I can hear you Angelo.

AA: "Ah, I'm out."

JW: I'm just, I'm just spitballing ideas here with Andries, so I am just thinking like what are the potential...

MS K.W.

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KWR097

[Phone call drops]

JW: Ah it could have dropped I don't know, or maybe he's angry.

AVT: ...[sigh]...Anyway, alright.

JW: I don't know. I don't mean to seem like..

AVT: That is what I have been dealing with the whole bloody day.

JW: I don't know man.

AVT: Alright...

JW: Look I just want to come up with a solution.

AVT: No, no, no. Look, I mean he won't be unreasonable in terms of contacting Louis.

JW: OK. OK. I don't want him to get annoyed....

AVT: But, but the thing is they will have to come up be a specific payment plan.

JW: No, of course.

AVT: That is, that is the, and I think that is maybe the first point.

JW: So, so, so, OK. I'll go, I'll run through what my concerns are right. Is timing of payments.

AVT: Mm.

MD K.W.

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KWR098

JW: Because the reality is that you can only pay them if have the money and capital available, right?

AVT: Mm.

JW: Other concern is, if the banks get back to these guys and say like, we are cutting, you know like you said this has happened before, we are cutting your facility, then I don't know, I don't know, I mean...

AVT: Mm.

JW: I mean, I mean you guys are probably going to get pissed off too, because you've got a payment due to you in November. Um, so...

AVT: Ja, we have got an agreement.

JW: Ja so, I don't know, like any of these things are things that are outside the control of this agreement. Do you know what I mean like. Control has been taken out of people's hands now. So.

AVT: Mm. Look, the basic principle and the basic amounts, in terms of the first 10 million rand etc...

JW: Ja.

AVT: Was agreed upon in that during our meeting there.

JW: Ja.

AVT: You know that's Gavin's (inaudible).

JW: So my, I don't think Gavin knows what the capital availability is in the business.

*Handwritten initials: JW*

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KWR099

AVT: Well I think that's why you should you back to them...

JW: And find out what's possible?

AVT: Because what Angelo, what I could make out what he is saying now is that they will have to come with a specific payment plan.

JW: No, that is no problem. But um, but you know like, he might be pissed off if he can't get a certain amount immediately, but the reality is, if the amount's not there, then you can't pay it. So this is my concern, the second you do that it looks like you're screwing him over.

AVT: No, no sure, but we just need to manage it in a nice way.

JW: Ja.

AVT: (laughs)

JW: How, how do we do that?

AVT: Well...

JW: And, you know.

AVT: Speak to me, speak to me.

JW: But I also suspect Debbie must be seriously pissed off, hey?

AVT: Who?

JW: Debbie.

AVT: ...(inaudible)...

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KWR100

JW: So, so, ja, um...

AVT: Mm, but ja no, well speak to me. You know, the thing is in the past, this, this was the problem now. Now Angelo had something different in mind than what Brian had in mind.

JW: Ja sure.

AVT: OK. And this is now where the... I'll ask Angelo where the clause is of the board approval, I can't remember, but, ja, um. I will, um, but, the last I made out was he, they need to come with a proposed payment plan.

JW: So, if I run through just what we have talked about right...

AVT: That's, that's a proposed, that is...

JW: What has been said to date is...

AVT: Mm.

JW: The black directors won't allow these first two options, about sale of the business or...

AVT: Well that is the message we got during the last meeting.

JW: Ja.

AVT: On, on Thursday night.

JW: So my concern is, you know that these guys have already, have sought legal representation.

AVT: Mm.

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KWR101

JW: So I don't even know what, what. There are many factors to control...

AVT: Well, it's just to mention...

JW: Ja, ja

AVT: You know.

JW: But, then, so then we need to contact the black directors too, you know, because it's, these first two, requires Board approval, you know. That's, that's the problem. So this can't be done immediately, because these, this is like, sale of the business requires approval of the board, that's, that doesn't, that's not Gavin's decision exclusively to make. Um...

AVT: No, no, absolutely.

JW: So that will be slow.

AVT: But let's face it Jared...

JW: Ja.

AVT: Let's face it. The reality is, and maybe I don't see the bigger picture, I'm like you. I don't, I'm not a politician, I'm not a politician, I never want to be a politician.

JW: Me neither my man.

AVT: How, how, how after everything, how is Gavin ever going to secure any further contracts with Government?

JW: I don't think, I think, you see...

AVT: That is the question I have.

MB L.W.

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KWR102

JW: My, my, this is my first problem, if we're saying that.

AVT: So, so, so...

JW: If, if the reputation can be restored in the media, after this press release.

AVT: Sure.

JW: Then, then, surely I mean if it is restored in the media then surely it should be restored from a governmental level, right.

AVT: Ja, but also they will have to show that there is some change, you know what I mean? I don't know... I don't know what it will take.

JW: The thing is...

AVT: I am just debating it with you.

JW: Ja, the logic as I would think it through right, is, is for this thing to work there almost needs to be a retraction saying, "No, look i was just upset..."

AVT: Mm.

JW: ... And you know these guys weren't giving me my payments, and I told them that I, that I would discredit them in the media if they didn't give me my payments. You know, because it was owed to me, you know." Well, then it is OK, fine, you, it was just a 'squabble' so then, then there was no validity to these claims. As soon as there is validity to these claims, then it's irrelevant whether there is change or not, because it, because...because if there's validity to the claims, then it happened you know? It doesn't matter who is running the business. Um...

AVT J.W.

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KWR103

AVT: Ja, I don't know what it is going to take politically, to, to, to, to, to rescue this thing. I don't know.

JW: But do you understand what I am saying, it's like, like there has to be no validity to the claims for anything. If there is any validity to the claims, then literally everyone is done. You know it is like, the business will liquidate, the 20 million due in November will not be able to be paid, none of these amounts will be able to be paid, ah 6500 families aren't going to receive salaries.

AVT: Mm.

JW: You know that's the reality of it, you know.

AVT: Mm.

JW: Um, so, for, for, for any of this, for us to even be having this discussion we need to assume that this can be undone.

AVT: Ja.

JW: The bad press.

AVT: Mm.

JW: So, if it can't be undone, then, then, ja, there is no point to any of these things, hey.

AVT: You see, I know hindsight is with perfect sight.

JW: Ja, sure.

*MW* *J.W.*

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KWR104

AVT: But why on earth didn't Brian Bieybuyck and Gavin, got a meeting with Angelo when they were unhappy about Angelo during the previous contract and just stop the payment. Here is a letter from Mike Gough, stop it.

JW: For sure.

AVT: Why couldn't...

JW: For sure.

AVT: and I mean, and, and, and, and I mean, there is a...

JW: But I mean look here, we are problem solvers hey...

AVT: Ja.

JW: So, so, that, that, that happened

AVT: No, no, no, I'm saying, hindsight is perfect sight.

JW: So what's...

--- END OF AUDIO ---

Recording ends at 19:03PM on 27 August 2018

Handwritten initials: MJ K.W.

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**EMAIL FROM AGRIZZI TO MARTIN NASSER - AGRIZZI EITHER WISHES TO TAKEOVER AGO WITH CREARIS TEAM OR SEE IT LIQUIDATE**

KWR105

From: Angelo Agrizzi <angelo@angeloagrizzi.com>

Date: Thursday, 15 March 2018 at 20:07

To: [REDACTED]

Subject: FW: Discussions with Gavin Potential Management Take Over

Thanks for the interest and effort.

I'm glad to hear you had a good session with Gavin – he does need sound advice, and it's interesting to hear he admits he was given the wrong advice previously – a sad... sad state of affairs.

I have given the matter due consideration, and sentiment for the 3,000 families cannot overrule common sense and good business practice.

I understand Gavin's quandary and trying to deal with a defunct and volatile board, perhaps that is why we tried to make a suggestion we speak to the board individually in terms of the strategic plan, but having said that it seems the problem is somewhat larger, which then would make any potential offering stillborn, especially if the board doesn't want to adhere to their fiduciary duties when warned of an impending crisis.

Just to comment on the business opportunities in Swaziland and Zambia as well as Uganda and even other African States, quite simply I looked into it when I was approached by the same people, the UAE funding is so prescriptive it just isn't worth it, and I have experienced first-hand how the local intent is rather to get into ones pocket rather than actually develop the countries, so the little experience I have and the money I've spent has already taught me a valuable

I understand that opportunities do exist outside the borders, but my intention was never to work together with Gavin or his board, it wouldn't serve any purpose, the intellectual base resides with the team at Crearis, Hamptons, Pixelwise and PropertyMatcher, My Virtual Business and Crowdsourcing.com. My intent was to potentially rescue the business and assist the families impacted.

I am sure that you've spoken to Julius about the developments now with PropertyMatcher being potentially bought out by Ooba / Mortgage SA are just astounding and will take a lot of our time, so I have no need for work to keep me occupied.

The initial idea was that we look at doing a comprehensive takeover of the business unit known as African Global, which will allow Gavin the freedom of not having to fund the cash flow and opex from the Ntsibinthle dividends that pay on a six month basis, and allow him to try something new.

You will note that the period trading till February 2017 (during my tenure) will reflect an adjust profit of R50,000,000 on the AFS, but if you look at the returns submitted for period ending Feb 2018, you will effectively have a trading loss of (R50,000,000.00), based on the flash forecast I've always kept up to date, as well as the overdraft in the bank, so the fact is it clearly shows that the business turned by an effective R100,000,000 into a loss situation, obviously still to incur further losses to end up at about (R90,000,000) by end Feb 2019, unless the strategy is drastically changed.

I've spoken to various banking and funding specialists, the suggestion is that it serves little purpose in debating with Gavin further to take over the business as this will merely serve to save him the embarrassment, and would in effect mean that we would have to take on a liability of at least R98,000,000.00 to R120,000,000.00 exposure to staff termination and retrenchment costs. With the actual discount nett asset value perhaps now standing at R 400,000,000.00 (Excluding Ntsibinthle) – at best we could unbundle the assets – most of them being property, Copper plant, goodwill and software which will never be used or sold, and recover maybe R120,000,000.00 but the fact remains that the viability of paying more that R100,000,000 for the business is questionable at best.

AG

382

KWR106

The fact remains the balance sheet is riding on all the previous year's good trading profits, the actual assets that are usable might be at best say R100,000,000 so in fact if you take the contingent liability for staff off it at an average R120,000,000 you left with an overdraft and seriously wanting – You cannot at this stage take Ntsibinthe into account, sure the asset is valued at an estimated R300,000,000 but at the end of the day that would be for Gavin to have anyway and would be unbundled. This coupled with a massive risk exposure of R300,000,000 in SARS penalties is a considerable risk.

I also doubt the banks are going to let African Global pass the liquidity tests, so from what I hear Gavin is doomed if he doesn't get in a rescue team such as us, more so than if he does, and chances upsetting the likes of Papa and Jackie, who won't have a job come August 2018 anyway.

So the answer is simply, as we were advised today, we wait till the business is liquidated and pick up the contracts by offering assistance during the process, that's if Gavin doesn't relinquish the business as this stage, that way I am also released from any restraint, something that has kept me from pursuing other ventures in Catering, one of the reasons I wanted to get involved. I still am of the opinion that if we do fix the contracts, with the correct branding etc. it will make for a viable saleable basket to Bidvest or Sodexo, and that is where we could make some money.

I am not adverse to meeting with him and yourself next week – I don't know if it would be worth it seeing he is set on the path of he has chosen, its interesting he is excluding the attorney in the process. I don't think he will change his mind on the matter seeing he is being held ransom as he insists by Papa and Jackie.

once more Grazie Mille – I really appreciate your advice, it gives me clarity and comfort knowing I still can call on the best brains in the world, supported by McMillan – what more could a good Catholic like me ask for.

Ciao and Buono Notte



Angelo Agrizzi

m. +27 (0) 64 687 2464  
a: HELDERFONTEIN OFFICE PARK  
Cnr William Nicol & Broadacres East  
No 97 | Helderfontein  
Fourways | South Africa  
w. www.AngeloAgrizzi.com  
e. Angelo@AngeloAgrizzi.com  
s: Angelo.Agrizzi

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

3 attachments



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383

KWR107



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noame.eml  
88K

MS K.L.

384

EMAIL WHERE AGRIZZI REQUESTS TO MANAGE AGO ON 10 MARCH 2018 KWR108

**From:** Angelo Agrizzi <angelo@angeloagrizzi.com>  
**Sent:** Saturday, 10 March 2018 12:19 PM  
**To:** [REDACTED]  
**Subject:** The way forward

**PLEASE LOOK AT THE ATTACHED SYNOPSIS – STILL IN ITS DRAFT FORMAT, I'M RELUCTANT TO PROVIDE ANYTHING IN FULL AT THIS STAGE UNTIL WE HAVE CERTAINTY IN THE WAY FORWARD.**

[REDACTED], all I ask of you is that you are frank and honest with me on the matter, I don't want to waste my time on the matter, if it's a game to play for time – I'm not interested, and seeing that we have always been honest with each other I would expect the same respect I offer you to be reciprocated. Yesterday Gavin seemed very positive and accepting on the matter, his words was how it was to be done needed to be crafted, hence a meeting on Monday with the board, and then one on one meetings with Andries Van Tonder and myself to enable them to understand our commitment and plan going forward. I must mention that the timing is critical, to ensure that the company remains past August 2018.

No doubt there has been a debate and caucusing this weekend, positions might well have changed and I'm not holding my breath at this stage, I am not sure if you noticed that Gavin was erratic, more than likely he is easily swayed by the family. I thought I'd attach the DRAFT analysis, but the fact is what will have to be done, is slowly, slowly we would have to move all the Directors, save for Thandi Makoko (Youth) Joe Gumede, Trevor Matherjwa, Syvion Dhlamini and Ishmael Dikani who we can manage, so the sooner I can meet with them on a one on one the better, they will have no option but to take the opportunity to make this work.

Gavin's greatest concern is the Political fallout – between you and me, that's the nonsense that Sesinya and Papa have promulgated all along as a warning, the fact remains – no political assistance has ever been forthcoming, nor do any of the directors have any influence. I understand the game, and have played it for Gavin for 18 years, besides companies like Compass and Sodexho actually have a higher growth rate with no political influence. Gavin will recall I since October 2015 begged him to distance himself from the political realm and become A Political.

I would suggest we park Colleen and Louis Passano as well as Papa Leshabane at Roth's company Sunworx (which was subsidized by Gavin anyway), alternatively I will handle soft landing exits for them over a period of time.

Just to re-iterate the benefits in prep for your call and meeting;

- Gavin will be able to have money, and not have to worry about seeking funding to keep this walrus alive assured of dividends
- Gavin can use the opportunity to rid both himself and the company of all the leeches and attachments – too many to mention
- Gavin's "Exit" will alleviate the pressure and spotlight on the group, you can take up a position to watch over his interest.
- The legacy problems and sentimental causes will be eliminated – e.g. Watson Academy, Orange Farm, Kids and relatives
- Will alleviate the SARS historical issue, the focus will move naturally, we discussed this before All staff issues will be resolved
- K Wakeford and the likes similar to [REDACTED] have always ridden the company, yet they haven't delivered a single contract, just used the company – [REDACTED], [REDACTED] all have just been in it for handouts, so this alleviates all these issues.

MS J. L.

385

KWR109

the whole idea we have is to actually build the Company up with the competencies we know we have that is;

1. Full Facilities and Catering in High Density Operations
2. Catering on various Hospitals and Schools – (something Gavin didn't want to venture into)
3. Youth Detention facilities, coupled with offering to manage Government Owned Old Age Homes, where Government subsidizes them with R1,000,000 per month, to accommodate 60 people, and they cannot do it properly, the offering is no different from a youth centre, and our estimates are it would generate a nett profit of R300,000 per month – if you offer a service at R950,000 per month and you get 10 per province to start, you generating R3 Million profit per month in a sector that no one is contesting for or is interested.
4. Industrial Catering in large scale manufacturing where food provision has become important – SAMCOR, BMW, NISSAN ABI – SAB, ETC

Once we have built a solid entity, then we take it to a Bidvest and the likes and sell it or trade shares, originally I had a meeting with the Bidvest chaps, the only reason the deal didn't potentially go through was because of the Watson name, albeit they think it's a great business (2015) the guys I dealt with are still there and I'm sure they would be interested if they saw the envisaged change and re-focus.

I had a chat with the banks at lunch yesterday. I did not mention which company, the answer to me was that I could easily raise R120,000,000 as a working overdraft. I received a call from the relationship manager this morning who asked me if it was African Global and I responded I couldn't discuss the matter, his answer was quite simply that they know that if I'm involved they will have a restored confidence in the Group of Companies

Lastly, they will argue that they are getting increases on contracts, the maximum permissible is 85% of the price at the prevailing CPI, this calculates to about 5%, and equates to R2,25 Million maximum. It is possible they might also not get this increase from Sibanye and Department of Correctional Services based on their motivation and the actual reduction in prices of foodstuffs.

Enjoy and have a great weekend



**Angelo Agrizzi**

m: +27 (0) 64 687 2464  
 a: HELDERFONTEIN OFFICE PARK  
 Cnr William Nicol & Broadacres East  
 No 97 | Helderfontein  
 Fourways | South Africa

w: [www.AngeloAgrizzi.com](http://www.AngeloAgrizzi.com)  
 e: [Angelo@AngeloAgrizzi.com](mailto:Angelo@AngeloAgrizzi.com)  
 s: Angelo.Agrizzi

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

*Handwritten signature: M.K.H.*

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KWR110

**GAVIN WATSON EMAIL ADDRESS SETUP WITH LEON VAN TONDER AND CONTROLLED BY AGRIZZI**

**From:** Gavin Watson  
**To:** Leon Van Tonder  
**Subject:** Re: Testing BlackBerry  
**Date:** 20 April 2009 11:19:21 AM

Test

Best Regards,

**Gavin Watson**  
**Chief Executive Officer**  
**Bosasa Group of Companies**  
**Mogale Business Park**  
**Gauteng**  
**South Africa**  
**Tel: +27 (0)11 662-6033**  
**Fax: +27 (0)11 662-6138**  
**Mobile: +27 (0)82 800-0923**  
**Gavin.Watson@bosasa.com**  
**Gina.Pieters@bosasa.com**

[www.bosasa.com](http://www.bosasa.com)

**Mogale Business Park, 1 Windsor Road, Mogale City 1739**  
**Gauteng, Republic of South Africa**

**From:** "Leon Van Tonder"  
**Date:** Mon, 20 Apr 2009 11:01:46 +0200  
**To:** Angelo Agrizzi <Angelo.Agrizzi@bosasa.com>  
**Subject:** Testing BlackBerry

MD J.L.

387

KWR111

**Subject:** Re: CV for SeaArck Post**Date:** Monday, 20 April 2009 at 19:05:13 South Africa Standard Time**From:** Gavin.Watson@Bosasa.com <Gavin.Watson@Bosasa.com>**To:** kwakeford@yahoo.com <kwakeford@yahoo.com>

Thanks will pass on to Gavin

Angelo

Best Regards,

Gavin Watson  
 Chief Executive Officer  
 Bosasa Group of Companies  
 Mogale Business Park  
 Gauteng  
 South Africa  
 Tel: +27 (0)11 662-6033  
 Fax: +27 (0)11 662-6138  
 Mobile:+27 (0)82 800-0923  
 Gavin.Watson@bosasa.com  
 Gina.Pieters@bosasa.com

www.bosasa.com

Mogale Business Park, 1 Windsor Road, Mogale City 1739  
 Gauteng, Republic of South Africa

**From:** Kevin Wakeford**Date:** Mon, 20 Apr 2009 09:48:35 -0700 (PDT)**To:** <gavin.watson@bosasa.com>**Subject:** Fw: CV for SeaArck Post

Dear Gav

Please see attached. I worked with Guy [REDACTED] in the Premiers Office. He is hard working and excellent with people. Excellent manager. He did a MBA on IDZ's. Bottom line, he gets things done and has strategic vision. He worked for [REDACTED] before, so he well positioned politically as well. See below as well. His cell is [REDACTED].

Blessings

Kev

--- On Mon, 4/20/09, Guy Rich &lt;guy@gmrsm.co.za&gt; wrote:

From: Guy [REDACTED] >  
 Subject: CV  
 To: "Kevin Wakeford" <kwakeford@yahoo.com>  
 Date: Monday, April 20, 2009, 3:14 PM

Dear Kevin



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KWR112

I refer to our earlier discussion and attach my CV for consideration.

I believe that my strengths, as a corporate manager, lie in the following:

- My ability to lead and manage people at all levels within an organization;
- My ability to communicate with people, form partnerships and solid professional relationships;
- My ability to lead and manage people and processes to ensure implementation and delivery - as was the case in the Premier's Office;
- My methodical, logical and focused approach to implementing projects and sticking to deadlines;
- My passion for ethical management and corporate good governance practice;
- Given my MBA I have a keen management insight into all sphere's of organizational operation such as managerial economics, ICT, management information systems, finances and budgeting, operations management, project management, HR and performance, monitoring, evaluation and control. This allows me to predict and assess organizational and project problems, interact with managers at their level, interpret their requirements, discuss strategic alternatives and ensure performance;
- My management focus on mentoring, skills transfer and staff development and growth; and
- My passion for the Eastern Cape and its continued development as an industrial and manufacturing powerhouse within Southern Africa.

Unfortunately a CV does not reflect these attributes and cannot reflect a personal passion and drive for management excellence and leadership – I am sure you will agree.

Should you need any further information, please do not hesitate to contact me.

Regards

Guy

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KWR113

**Subject:** Re: Grant Minnie cv  
**Date:** Thursday, 23 April 2009 at 18:55:51 South Africa Standard Time  
**From:** Gavin.Watson@Bosasa.com <Gavin.Watson@Bosasa.com>  
**To:** kwakeford@yahoo.com <kwakeford@yahoo.com>

Impressive I am not in will ask Gina to fwd to Gavin

Best Regards,

Gavin Watson  
Chief Executive Officer  
Bosasa Group of Companies  
Mogale Business Park  
Gauteng  
South Africa  
Tel: +27 (0)11 662-6033  
Fax: +27 (0)11 662-6138  
Mobile:+27 (0)82 800-0923  
Gavin.Watson@bosasa.com  
Gina.Pieters@bosasa.com

www.bosasa.com

Mogale Business Park, 1 Windsor Road, Mogale City 1739  
Gauteng, Republic of South Africa

**From:** Kevin Wakeford  
**Date:** Thu, 23 Apr 2009 09:22:35 -0700 (PDT)  
**To:** <gavin.watson@bosasa.com>  
**Subject:** Fw: Grant [REDACTED] cv

Dear Gav

Grant [REDACTED] is known to Valence and myself. He is an industrial engineer with sound knowledge and experience in the fields of logistics, process engineering, aquaculture and distribution. The is the 2nd candidate as per your request for SeaArck.

Kind regards

Kevin

--- On Thu, 4/23/09, Grant [REDACTED] wrote:

**From:** Grant [REDACTED] >  
**Subject:** Grant [REDACTED] cv  
**To:** kwakeford@yahoo.com  
**Date:** Thursday, April 23, 2009, 9:13 AM

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KWR114

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**Subject:** Fw: SeaArk agreement for consideration  
**Date:** Thursday, 28 May 2009 at 18:31:46 South Africa Standard Time  
**From:** Gavin Watson <gavin.watson@bosasa.com>  
**To:** cosec@bosasa.com <cosec@bosasa.com>

Tony this mail came through I noted Sonia was not here so I think you should look at it very carefully before they force him into an agreement where we pay 15% of fees whereas norms are at a Max 1%

Angelo

Best Regards,

Gavin Watson  
Chief Executive Officer  
Bosasa Group of Companies  
Mogale Business Park  
Gauteng  
South Africa  
Tel: +27 (0)11 662-6033  
Fax: +27 (0)11 662-6138

Gavin.Watson@bosasa.com  
Gina.Pieters@bosasa.com

www.bosasa.com

Mogale Business Park, 1 Windsor Road, Mogale City 1739  
Gauteng, Republic of South Africa

**From:** "Gary Wu"  
**Date:** Thu, 28 May 2009 15:41:35 +0800  
**To:** <gavin.watson@seaark.co.za>  
**Subject:** SeaArk agreement for consideration

Dear Gavin,  
Here is the document that we have for you to consider as we talked about.  
We are reporting to Vice Minister of Commerce today. Please let me know how to handle this one as I plan to leave to go back to China on Monday night.  
Gary

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MS K.W.

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KWR115

**Subject:** Re: Meeting @ Gautrain Offices  
**Date:** Thursday, 04 June 2009 at 16:40:01 South Africa Standard Time  
**From:** Gavin Watson <gavin.watson@bosasa.com>  
**To:** [REDACTED] gina@bosa <gina@bosa>  
**CC:** angelo@bosasa.com <angelo@bosasa.com>

Thank you we will attend with Mr Angelo Agrizzi.

Best Regards,

Gavin Watson  
 Chief Executive Officer  
 Bosasa Group of Companies  
 Mogale Business Park  
 Gauteng  
 South Africa  
 Tel: +27 (0)11 662-6033  
 Fax: +27 (0)11 662-6138

Gavin.Watson@bosasa.com  
 Gina.Pieters@bosasa.com

www.bosasa.com

Mogale Business Park, 1 Windsor Road, Mogale City 1739  
 Gauteng, Republic of South Africa

**From:** "Viwe Qegu"  
**Date:** Thu, 4 Jun 2009 14:28:41 +0200  
**To:** <gavin.watson@bosasa.com>  
**Subject:** Meeting @ Gautrain Offices

Dear Gavin

[REDACTED] has confirmed a meeting with yourself for the 8 June 2009 @ 11am, Gautrain Offices. Kindly confirm your availability.

[REDACTED]  
 Socio Economic Development Executive

**Bombela Concession Company (Pty) Ltd**  
 Tel: +27 (0) 11 997 8221  
 Fax: +27 (0) 11 997 8011  
 e-Mail: viwe.qegu@bombela.com



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*[Handwritten initials]*

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KWR116

**Subject:** Re:

**Date:** Wednesday, 10 June 2009 at 18:16:02 South Africa Standard Time

**From:** Gavin Watson <gavin.watson@bosasa.com>

**To:** [Redacted]

Not a problem I am tied up till next week wednesday let's look at next week thursday I trust you will give us a call

Regards

Angelo

Best Regards,

Gavin Watson  
Chief Executive Officer  
Bosasa Group of Companies  
Mogale Business Park  
Gauteng  
South Africa  
Tel: +27 (0)11 662-6033  
Fax: +27 (0)11 662-6138

Gavin.Watson@bosasa.com  
Gina.Pieters@bosasa.com

www.bosasa.com

Mogale Business Park, 1 Windsor Road, Mogale City 1739  
Gauteng, Republic of South Africa

**From:** [Redacted]  
**Date:** Wed, 10 Jun 2009 12:22:32 +0200  
**To:** <angelo.agrizzi@bosasa.com>; <gavin.watson@bosasa.com>  
**Subject:**

Good Day

As per our agreement to visit your offices on Friday

I won't be able to make it as I will be doing site inspection for Bombela Sites Friday

This only came today's meeting with the management.

Can we schedule to 17<sup>th</sup> of June 2009 @ 10:00 Morning as my visit?

Thanks

[Redacted]

**Snr Quantity Surveyor - Procurement subcontracts**

**Bombela Civils Joint Venture (Pty) Ltd**

Tel: +27 (0) 11 997 8471  
Cel: +27 (0) 73 505 8114  
Fax: +27 (0) 11 997 8002  
e-Mail: bayanda.joyi@bombelacjv.com

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KWR117

**Subject:** Fw: Accepted: Phakisaworld Follow Up Meeting

**Date:** Tuesday, 23 June 2009 at 09:30:29 South Africa Standard Time

**From:** Gavin Watson <gavin.watson@bosasa.com>

**To:** gina@bosasa.com <gina@bosasa.com>, papa@bosasa.com <papa@bosasa.com>

Please remind Gavin, Papa I know you were involved in this as well so I presume you will also be involved

Best Regards,

Gavin Watson  
Chief Executive Officer  
Bosasa Group of Companies  
Mogale Business Park  
Gauteng  
South Africa  
Tel: +27 (0)11 662-6033  
Fax: +27 (0)11 662-6138

[Gavin.Watson@bosasa.com](mailto:Gavin.Watson@bosasa.com)  
[Gina.Pieters@bosasa.com](mailto:Gina.Pieters@bosasa.com)

[www.bosasa.com](http://www.bosasa.com)

Mogale Business Park, 1 Windsor Road, Mogale City 1739  
Gauteng, Republic of South Africa

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

**From:** "Gavin Watson" <gavin.watson@bosasa.com>

**Date:** Tue, 23 Jun 2009 07:28:05

**To:** Clive

**Subject:** Accepted: Phakisaworld Follow Up Meeting

MP K.W.

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KWR118

---

**Subject:** E mails

**Date:** Friday, 17 July 2009 at 14:55:45 South Africa Standard Time

**From:** Gavin Watson <gavin.watson@bosasa.com>

**To:** Derek [REDACTED]

Derek no need to cc GJW all his emails come to me

Regards

Angelo Agrizzi  
Best Regards,

Gavin Watson  
Chief Executive Officer  
Bosasa Group of Companies  
Mogale Business Park  
Gauteng  
South Africa  
Tel: +27 (0)11 662-6033  
Fax: +27 (0)11 662-6138

[Gavin.Watson@bosasa.com](mailto:Gavin.Watson@bosasa.com)  
[Gina.Pieters@bosasa.com](mailto:Gina.Pieters@bosasa.com)

[www.bosasa.com](http://www.bosasa.com)

Mogale Business Park, 1 Windsor Road, Mogale City 1739  
Gauteng, Republic of South Africa

MAJ  
L.H.

395

KWR119

**Subject:** Re: Stolen Software

**Date:** Monday, 27 July 2009 at 08:28:42 South Africa Standard Time

**From:** Gavin Watson <gavin.watson@bosasa.com>

**To:** Wynand [REDACTED]

Wynand thank you I will look at into it and revert to you

Best Regards,

Gavin Watson  
Chief Executive Officer  
Bosasa Group of Companies  
Mogale Business Park  
Gauteng  
South Africa  
Tel: +27 (0)11 662-6033  
Fax: +27 (0)11 662-6138

Gavin.Watson@bosasa.com  
Gina.Pieters@bosasa.com

www.bosasa.com

Mogale Business Park, 1 Windsor Road, Mogale City 1739  
Gauteng, Republic of South Africa

**From:** "Wynand [REDACTED]"  
**Date:** Mon, 27 Jul 2009 07:05:11 +0200  
**To:** <gavin.watson@bosasa.com>  
**Subject:** Stolen Software

Good Day Gavin

I took a long shot with this email address. I have a big problem currently at Bosasa and would like to discuss it with you if possible. We designed and provided the IPTV products for the DCS project. Last 4 months we did work for you and met every requirement to date. We fired to directors in our company last year who copied our software and is now selling it trough Imago Communications to Sondolo IT. I informed Frans Voster and Retief about the stolen software and they are currently turning a death ear. We do ethical business and I know you're a child of God. Can we stop this piracy before it tumbles over.

Regards

Wynand [REDACTED]

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MS  
[Handwritten signature]

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KWR120



# home affairs

Department:  
Home Affairs  
**REPUBLIC OF SOUTH AFRICA**



## Annual Report

Building the New Home Affairs

2007/2008

Prepared by the Chief Directorate, Strategic and Executive Support Services  
Department of Home Affairs  
270 Magga Street, Welloo, Pretoria

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RP: 258/2008

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10/25 K.L.

378

Programme Performance: Programme One

**Achievements and Challenges****PROGRAMME 1: ADMINISTRATION**

Some of the main achievements for business units under Programme 1 include:

**Finance and Risk**

- All six previous audit reports were categorized and key risks and issues prioritized
- The Rosslyn Document Archive Depot was identified as the biggest risk and a long-term strategy was developed to fix it
- A process to gather revenue information was implemented
- A cash machine pilot was implemented in four offices. Within the first month, revenue collection at these sites had already increased by 20%
- A new lease was negotiated with the Rosslyn landlord
- A clean up of HR and Asset Management audit issues was launched

**Information Services**

- Business cases for top 15 IT projects were developed
- IT projects and the architecture to support the new operating model requirements was agreed to
- DHA IT organisation baselined
- Track and trace system and online verification were developed and implemented
- Upgrade of HANIS (Home Affairs National Identification System) to new technology (HANIS Tech Refresh)
- New refugee system rolled out to refugee reception centres
- Master Information Systems Plan and Enterprise Architecture updated
- Risk management and quality management implemented
- Service Management component established

**Communication Services**

- Sustained effective outreach and Izimbizo programme conducted
- Produced braille and multilingual products
- Mobilised stakeholders around asylum, refugee issues and foreign business investment
- Aggressively communicated DHA zero-tolerance approach to corruption
- Revamped the Ikhaya magazine and enhanced internal communication channels

**Corporate Services****Human Resources**

- Performance agreements improved and aligned with the turnaround
- 67% of management positions filled
- 70% functionality of Persal achieved to ensure improvement on turnaround time in processing certain HR transactions
- Litigation trends monitored and analysed

**Employee Relations**

- Meetings with union leadership were held and by the end of the year a joint statement of shared intent as well as a turnaround accord were on the table.

**Contracts**

- A baseline spend analysis by supplier and category was conducted
- New and improved SLAs were negotiated with key suppliers like Sita, Telkom, Lindela, XPS, Skynet and GPW
- A single courier pick up and delivery service for IDs and applications between central ID production facility and front offices was put in place
- Cost savings of R68m on the remainder of the Lindela (Deportation Centre) contract was negotiated
- Further potential cost savings of up to R40m with other key suppliers were identified.
- Information requests to the top 50 suppliers, to determine payment schedules and contractuals, were sent out

**Governance Relations**

- Improved co-ordination and interaction with external stakeholders
- Turnaround presentation to G&A and Social Sector Clusters conducted
- Compliance to bi-monthly reporting to all clusters and other critical areas, e.g. on Apex priorities
- Started consultation process with Traditional Leadership on an MOU between the two parties
- MOU on visa waiver for diplomatic and official passport holders signed with India, Tanzania and Sudan
- Training provided for immigration officials from Rwanda and DRC through SAMP (South African Migration Project) and SAMDI
- Foreign office in Mexico opened
- Pool of officials trained to perform relief duty in Foreign Offices

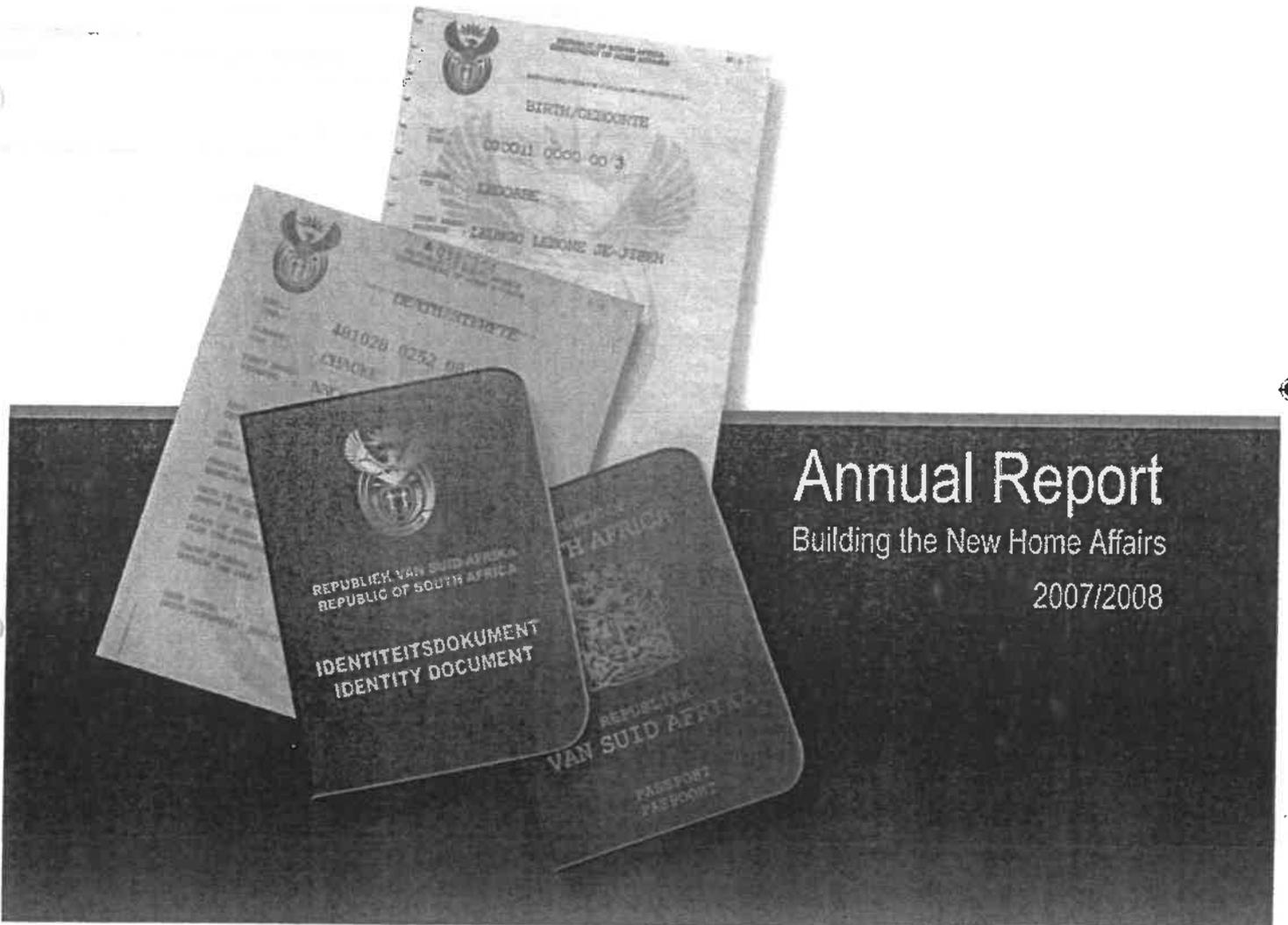
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# Annual Financial Statements

## Department of Home Affairs



**Annual Report**  
 Building the New Home Affairs  
 2007/2008



**home affairs**  
 Department  
 Home Affairs  
 REPUBLIC OF SOUTH AFRICA

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**DEPARTMENT OF HOME AFFAIRS  
VOTE 4**

**REPORT OF THE ACCOUNTING OFFICER  
for the year ended 31 March 2008**

<p><b>Lindela Contract</b> - First review of contract was finalized - Next review as specified in contract (September 2008)</p>	<p>Reduction of cost from R7.89 million to R7.2 million</p>
<p><b>Process of determining the categories of scarce Skills facilitated</b></p>	<p>JIPSA was supported by issuing 1 133 quota work permits to foreigners with scarce and critical skills compared with 194 issued in previous year</p>

**2. General Review of the State of Financial Affairs**

**a. Budget Allocation**

**i. Spending trends**

The Department received R3,520 billion for the year under review which represents an increase of 25,7% from the previous year's allocation of R2,800 billion. In addition R15,2 million relating to the prior year's unauthorised expenditure was authorised.

Total under-spending for the year amounted to R279,1 million (7,9%) which is attributed mainly to the non-completion of repairs and maintenance projects, and the planned building of three offices which is still in progress. The delays in the building of these offices are a result of protracted lease negotiations and site clearances for the earmarked offices. To expedite this process meetings have been held with the Accounting Officer of the Department of Public Works to address the delays in the rollout of the Department's repairs and maintenance plan (RAMP) and sourcing of a new head office facility for the Department.

Several challenges, including high vacancy rates and lack of leadership within the Information Services Branch, also impacted negatively on the capital project spending owing to the concerns raised by the National Treasury regarding compliance with contract management principles. This resulted in parts of the allocated budget being held back and other parts only being approved for spending subsequent to year end. We have as a result established the Enterprise Project Management Office (EPMO) which is responsible for initiating and managing all projects undertaken by the Department. This will ensure that the slow spending on projects will be minimised, reducing the negative impact

on the budget that often results in substantial virements being requested.

**ii. Virement**

Overall the Department shifted R8,661 million (R6,661 million on Programme 1 and R2 million on Program 2) from compensation of employees, R43 million from goods and services (Programme 2) to capital assets (R44,067 million) to fund other pressing needs of the Department and R7,594 million to transfers and subsidies households. I granted approval for the virement to be done and the Ministry and National Treasury were informed of these virements.

**iii. Other material matters**

In the current financial year the Department did not draw its full allocation hence the amount disclosed in note 1.1 as actual funds received is equal to actual drawings net of amounts returned to National Treasury.

As part of the renewed financial discipline within the Department all clearing accounts are being analysed and reconciled, and where supporting documentation is available the amounts are allocated to the appropriate expense item. After careful consideration I have approved the writing off of R26.7million against theft and losses in the current financial year, including amounts dating as far back as the 1999/2000 financial year. The Department has developed a write off policy which has been approved by Exco subsequent to year end.

**b. Strategic Issues**

The largest part of the consulting, capital and other costs of the Turnaround Programme will be covered by a three-year allocation from National Treasury of R920 million spread over the 2008/09 to 2011/12 financial years. The costs of the

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Annual Financial Statements - Department of Home Affairs

**DEPARTMENT OF HOME AFFAIRS  
VOTE 4**

**REPORT OF THE ACCOUNTING OFFICER  
for the year ended 31 March 2008**

**15. SCOPA Resolutions**

The Department attended two SCOPA hearings, on held on 20 June 2007 and the other on 20 February 2008.

The Department began renegotiating the Lindela contract with Leading Prospect Trading 111 (Pty) Ltd in December 2007, these negotiations were successfully concluded in January 2008, resulting in direct savings of R 7.7 million per annum, based on improved minimum occupancy rates which are more aligned with the Department's current deportation strategy. Management has also reviewed the financial implications of this contract and is satisfied that it meets the Department's requirements, and that no fruitless and wasteful expenditure is being incurred as a result of the terms of this contract.

Other resolutions are still being addressed systematically by management.

**16. Prior Modifications To Audit Report**

The following matters have been addressed and resolved;

- Voted funds
- Irregular expenditure
- Fruitless & wasteful expenditure
- Payables - inter-responsibility accounts
- Cashflow statement

Attention is still being given to the following areas:

**a. Cash & Cash Equivalents**

To facilitate the monthly reconciliation of all cash & cash equivalent accounts, and timeous follow up of reconciling items, the Department is currently involved in a process to clear reconciling items dating back to prior financial years and positive progress has been made in this regard:

- i. The Bank Exception Account has been reduced from R20.9 million at the year end to R10.8 million at the end of August 2008.
- ii. The gross debits of R7.9 million in the Receipt Deposit Control and Deposit Account, have been reduced to R48 000 by end August 2008.

- iii. The Receipt Control Account has been reduced to R7 000 by the end of August 2008, from R 496 000 at the year end. Efforts are ongoing to clear these outstanding balances.

**b. Payables**

The Department is currently putting measures in place to ensure that payables are recorded on the modified cash basis and that transfers to the Immigration Control Account are paid over timeously (where all vouchers have been received from the Department of Foreign Affairs).

**c. Revenue and Receivables**

Revenue collection continues to be a challenge in the Department. The cash registers at all our offices are stand alone machines that do not interface with any system as they are not point of sale systems. This challenge is further aggravated by the fact that BAS has not been properly rolled out at all our offices.

Foreign revenue is further impeded by the fact that receipts and/or vouchers substantiating the transaction continue to be remitted on average 6 months after the transaction has taken place by the Department of Foreign Affairs. The Q&A system used to capture the foreign receipts is not aligned with the BAS system structure, which makes reconciliation of the system very difficult. The Department is investigating alternative methods and systems for the recording of these revenue items.

The complete integration of the systems to back office and production line is under investigation by the Turnaround Team. A receipting solution is being tested in our Randburg office.

**d. Expenditure**

The Department is still in the process of implementing controls to ensure that documentation is administered properly, hence leading to information being on hand for audit purposes. The Department has made significant progress toward addressing the issue of Government Garage expenditure. Thus far we have not found a solution to the issue of petrol slips.

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**home affairs**

**Department:  
Home Affairs  
REPUBLIC OF SOUTH AFRICA**

**Building a New Home Affairs**

**Review of Asset Valuation for Lindela contract**

**4 February 2009**



**FeverTree  
CONSULTING**

**ATKEARNEY**

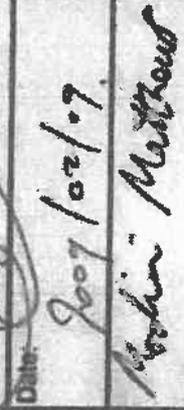
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Transformation Programme - Phase II  
Workstream - National Immigration Branch

Ricardo Abrahams	DHA Team Lead (Compulsory Signatory)	Deportations	 Date: 2007/02/07
Modiri Matthews	DHA Sponsor (Compulsory Signatory)	Inspectorate	 Date: 16 / 2 / 2007

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Transformation Programme – Phase II

Workstream – National Immigration Branch

Full Name	Title	Area Represented	Signature	Comments
Adlus Ncube	FTC Project Manager	PMO		
Jacob Marnabolo	DHA PMO	DHA	Date:	
Yusuf Simons	DHA Programme Manager	DHA	Date:	

Note: Signatures on this page to be obtained by PMO

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Deliverable List		Planned	Actual	If Delayed, Reason for Delay	Actual Delivery Date (dependent on Action from DHA)
#	Unique Identifier	Deliverable Description	Delivery Date		
<b>Project: Lindela Contract</b>					
3.7.2	Review of asset valuation for Lindela contract	Review of the asset values of the Lindela facility and optimisation of the SLA and savings.	30 Nov '08	31 Jan '08	<ul style="list-style-type: none"> <li>Delays in meetings due to cancellations by Bosasa and difficulty in getting consensus.</li> <li>DHA now need to formalise/sign SLA.</li> </ul>

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## home affairs

Department:  
Home Affairs  
REPUBLIC OF SOUTH AFRICA

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81-57

270 Maggs Street, Walfloo, Private Bag X114, PRETORIA, 0001  
Parliamentary Office, 120 Plein Street, Private Bag X9048, Cape Town, 8000

Enquiries: Mr. S. Naidoo Tel: (012) 810 8595 Fax: (012) 810 7298 Ref :

The Chief Operations Officer  
LEADING PROSPECT TRADING 111 (Pty) Ltd  
Mogale Business Park  
No. 1 Windsor Road  
Mogale City  
1739

Attention: Mr Angelo Agrizzi

Dear Angelo,

### CONTRACT FOR THE PROVISION OF ILLEGAL IMMIGRANT FACILITY: LINDELA

The above contract entered into between the Department of Home Affairs (DHA) and Leading Prospect Trading 111 (Pty) Ltd (Bosasa) on 1<sup>st</sup> October 2005 has reference.

We would like to take this opportunity to once again thank you and Bosasa for the positive manner in which the discussions have followed after our initial negotiations on further optimisation opportunities at Lindela.

As per your response dated 27<sup>th</sup> November 2008 and the discussions on the 3<sup>rd</sup> December 2008, we confirm the following for your formal approval, before finalisation of the revised contract and Service Level Agreement (SLA): -

1. Bosasa will provide Medical Facilities at Lindela at no additional cost to the Department. These services shall be provided in terms of the Health Act and in respect of Primary Health Care only, however transport and security to and from the medical care facility are also included at no additional cost. We acknowledge that this was supposed to be performed by the Department of Health. The Department will therefore advise the Department of Health of this change due to said Department's inability to provide this service.
2. The registration and administration of illegals and their personal belongings shall be provided by Bosasa. The current system shall be amended to allow the Department Representatives "read-only" access, at no cost to the Department.
3. Alterations to the facility for the offices and reception areas utilised by the Department, which shall be upgraded by Bosasa per the Department's specifications, which specifications shall be agreed upfront and the costs thereof shall not exceed R5m and such cost shall be for the account of Bosasa. Only price escalations or exchange rate increases shall, where applicable, be for the account of the

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- Department. The Department shall use this once-off offer as an opportunity to rebrand the facility with the Department's branding.
4. A saving of R420 000 per month on the monthly amortisation costs of the facility shall implemented with immediate effect.
  5. A CPIX holiday for a period of 6 months shall be offered, with effect from 1 April 2009 and the relevant increase only taking effect on 1 October 2009.
  6. Thereafter, annual CPIX adjustments shall be based on the published CPIX rates prevailing in March each year, and to be effective from 1 April each year, the start of the financial year of the Department.
  7. The CPIX adjustments will be applicable only to the operating costs of the Facility and shall exclude the amortisation costs. This ratio is currently 75:25, with the CPIX adjustments therefore being limited to 75% of current monthly costs.
  8. The current contract review period of 2 years will be extended to 5 years, the next review being effective 31 October 2013, and at which point an extension to the contract shall be considered by the Department for a further 3 years, beyond the original contract period, notwithstanding the satisfactory performance by Bosasa and the Department still having a need for the facility.
  9. Should the contract then be extended for an additional 3 years, the monthly charges shall be reduced by the capital cost, currently R 1 804 620 per month, with effect from 1 November 2015.
  10. Further, the Department will have a right of first refusal to purchase the Lindela Facility subject to a valuation determined by a Registered Independent Valuer.
  11. The maintenance of the facility shall be of a sufficiently high standard to ensure that the building, fixtures and fittings remain in full working condition, after the option to purchase is exercised by the Department.
  12. The savings once agreed to, will be converted in a rate per person per day.
  13. Should the occupancy rates fluctuate by more than 50 % of the 2 500 person threshold over a 36 month period, the Department reserves the right to reduce the variable costs component of the monthly charges only, currently 7% of the total monthly charges.
  14. The current cancellation clauses per the original contract shall remain in force and effect.

Should you agree with the above, and once agreed to by the Director General, an addendum to the original agreement and a revised SLA shall be finalised between Bosasa and the Department within 30 days of acceptance thereof.

It would therefore be appreciated if you could kindly consider the above and revert to us soonest for approval by the Director General: Department of Home Affairs.

Any further queries should be directed to Aneel Radhakrishna, a Consultant on the DHA Turnaround Project, who can be contacted on 082 825 1623.

Thanking you in advance for your co-operation in this matter.

Yours sincerely,

  
SAGAREN NAIDOO  
ACTING CHIEF FINANCIAL OFFICER

DATE: 20/12/10



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Update - Calculation of Additional Savings Over Contract Period

DETAILS	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
January	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00
February	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00
March	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00
April	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00
May	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00
June	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00
July	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00
August	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00
September	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00
October	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00
November	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00
December	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00	420,000.00
<b>Total</b>	<b>5,040,000.00</b>													

Additional Savings (or Adjustments)

Total Savings - Original Contract: Phase 2 (Includes CPIX on amortisation of R1 804 620 of R108 277.20)	1 804 620.00
Add: Refurbishments Costs	108 277.20
Medical Costs (Estimated)	
Administration (Estimated)	
Add: CPIX Holiday	
Gross Savings	1 912 897.20

Add: Phase 2 Savings (if increase contract term)  
Total Potential Savings\*

Current Contract Period	30 320 424.45
Proposed Additional	
Proposed Review Date	
Annual CPIX Adjustments	

Costs

347 740.00
58 000.00
56 498 002.00
111 955 965.50

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Leading Prospect Trading 111 (Pty) Ltd  
Reg. No. 2002/017220/07  
Trading as Lindela  
Postal Address:  
Private Bag 2002  
Mogale City  
1740

Physical Address:  
Mogale Executive Park  
No 1 Water Road  
Leopardsdal  
Mogale City  
Gauteng  
Rep. of South Africa  
Tel: (+27) 011 660 6022  
Fax: (+27) 011 660 3020

20<sup>th</sup> January 2009

The Chief Financial Officer  
Department of Home Affairs  
Private Bag X 114  
PRETORIA  
0001

Attention: Mr. Sagaren Naidoo

Dear Sagaren

**CONTRACT FOR THE PROVISION OF ILLEGAL IMMIGRANT FACILITY: LINDELA**

We refer to our previous discussions and agreements relating to the aforementioned contract, and thank you for the proposal forwarded to ourselves.

As per your facsimile received, and the salient points noted and raised, we are in agreement to the amended Service Level Agreement terms and conditions as indicated, subject to our legal consultants perusing and signing of the revised Service Level Agreement.

We will avail ourselves for discussion regarding this matter at your earliest convenience.

Yours sincerely

  
ANGELO AGRIZZI

  
PAM LESHABANE

Cc. Aneel Radhakrishna – DHA Turnaround Project

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**home affairs**

Department  
Home Affairs  
REPUBLIC OF SOUTH AFRICA

**THIRD ADDENDUM  
TO THE SERVICE LEVEL AGREEMENT  
SIGNED ON 31<sup>st</sup> OCTOBER 2005 BY AND BETWEEN  
THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA THROUGH ITS  
DEPARTMENT OF HOME AFFAIRS  
("DHA")**

**DULY REPRESENTED HEREIN BY MAVUSO MSIMANG  
IN HIS CAPACITY AS DIRECTOR-GENERAL  
and duly authorized thereto**

and

**LEADING PROSPECT TRADING 111 (PROPRIETARY) LIMITED  
trading as LINDELA  
("Service Provider")**

(Company Registration Number: 2002/017229/07)

**DULY REPRESENTED HEREIN BY ANGELO AGRIZZI  
IN HIS CAPACITY AS CHIEF OPERATING OFFICER  
and duly authorized thereto**

*o.k.*

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**PREAMBLE**

**WHEREAS** the parties entered into a Service Level Agreement on 1<sup>st</sup> October 2005 (the "Agreement") for the provision of a facility, accommodation, administration, meals, security and related services for illegal immigrants;

**AND WHEREAS** the parties have agreed to vary the Agreement and specifically Appendix A (Pricing Schedule) in a manner consistent with the terms and conditions set out in this Third Addendum;

**AND WHEREAS** the parties wish to clarify and expand on certain of the terms contained in the Agreement;

**THEREFORE** the parties vary the Agreement in a manner consistent with the terms and conditions set out in this Third Addendum.

**1. DEFINITIONS**

1.1. "Third Addendum" means this document.

1.2. All terms defined in the Agreement shall have the same meanings in this Third Addendum.

1.3. Unless otherwise specified, pricing in this addendum is inclusive of Value Added Tax.

**2. VARIATION**

2.1. The variation contained in this Third Addendum is in compliance with the Transformation Project and in utmost good faith by the Parties hereto.

2.2. This Third Addendum further reflects agreed variations to the Agreement arising from the review process stipulated in the Agreement.

**3. STATUS OF THIS ADDENDUM**

This Third Addendum is ancillary to the Agreement and shall, save as provided to the contrary herein, be subject to the terms and conditions of such Agreement. Should there be any conflict between the terms of this Third Addendum and the Agreement, the terms of this Third Addendum shall prevail.

- K.L.

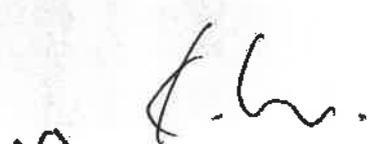
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**4. EFFECTIVE DATE, DURATION AND TERMINATION**

- 4.1. This Third Addendum shall, notwithstanding the date of signature hereof, commence with effect from 1 January 2009.
- 4.2. The Agreement endures until 31 October 2015 ("Initial Period").
- 4.3. The Parties undertake, by no later than 30 April 2015, to meet in order to discuss the extension of the Agreement beyond the Initial Period. Each Party undertakes to table proposed revisions to the Agreement and to negotiate such extension in the utmost good faith.
- 4.4. Should the Parties not be able to agree on the revised terms and conditions for the extension of the Agreement beyond the Initial Period, the DHA may, in its sole discretion, extend the Initial Period by a further period of five (5) calendar years until 31 October 2018 ("Extension Period") by written notice to the Service Provider, which notice shall be given no less than six (6) calendar months prior to the expiry of the Initial Period.
- 4.5. Should the Agreement be extended by the DHA for the Extension Period and if the Parties are unable to agree on revised terms and conditions for the extension of the Agreement beyond the Initial Period, the Agreement shall continue on the same terms and conditions, save that the monthly charges payable by the DHA shall be reduced by the capital cost of the facility, currently one million eight hundred and four thousand six hundred and twenty Rand (R1 804 620) per month, with effect from 1 November 2015 and for the Extension Period.
- 4.6. Should:
- 4.6.1. the Parties not be able to agree on revised terms and conditions for the extension of the Agreement beyond the Initial Period; or
- 4.6.2. no notice be given by the DHA in terms of Clause 4.4; or
- 4.6.3. the Extension Period expire without any further extension,
- the Agreement shall terminate in accordance with its terms.



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**5. PRICING**

- 5.1. The Service Provider shall implement a reduction of the monthly amortisation costs of the facility in the amount of four hundred and twenty thousand Rand (R420 000) (VAT inclusive) per month, which shall be implemented on the commencement of this Third Addendum.
- 5.2. The savings referred to in clause 5.1 will be converted into a revised per person per day rate and the monthly invoice submitted by the Service Provider shall reflect the revised per person per day rate in future. The monthly fee shall in future be based on a daily tariff of R 99.41 per person per day, which includes the per person per day saving reflected in Clause 5.1, fixed at an average minimum count of two thousand five hundred (2 500) people per day in any given month: e.g. an average of 2,500 people per day multiplied by 30.42 days multiplied by the current set rate of R 99.41, irrespective if the average participation is lower than 2,500 persons per day.
- 5.3. The variable costs for food shall be applicable only when the number of illegal immigrants held at the detention facility exceeds two thousand five hundred, and shall be as follows:
- |                             |        |
|-----------------------------|--------|
| 5.3.1. From 2 500 to 3 250  | R13,77 |
| 5.3.2. From 3 250 and above | R11,48 |
- 5.4. Should the average occupancy rates at the facility be below fifty percent (50%) of the two thousand five hundred (2 500) person threshold over any contiguous thirty six (36) month period, the DHA shall have the right to reduce the variable costs component of the monthly fees charged by the Service Provider only, currently 7% of the total monthly charges. Such reduction shall be equal to the amount by which that occupancy rates at the facility are below fifty percent (50%) of the two thousand five hundred (2 500) person threshold over that contiguous thirty six (36) month period.
- 5.5. Current pricing charged by the Service Provider after the deduction of the monthly amount referred to in clause 5.1 shall not be altered for a period of six (6) months from 1 April 2009 until 1 October 2009, with the next increase only taking effect on or after 1 October 2009.
- 5.6. The subsequent increase may take place on 1 April 2010. Thereafter the Service Provider may increase the pricing charged by it annually, on the first day of April of each subsequent year.
- 5.7. The fees charged by the Service Provider shall increase by an amount equal to the revised Consumer Price Index (P0141 - Metropolitan areas - All Items Base Year: 2008 = 100)

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("CPI") released by Statistics South Africa in the month prior to the relevant adjustment, being September 2009, March 2010 and thereafter March of each subsequent year.

5.8. The CPI adjustments will be applicable only to the operating costs of the Facility and amortisation costs shall not be subject to such increase. This ratio is currently 75:25, with the CPI adjustments therefore being limited to 75% of current monthly costs. CPI shall therefore only apply to R74.56 of the current daily rate of R99.41.

## 6. CONTRACT REVIEW

6.1. The Agreement review period shall be amended to apply on a five yearly basis and no longer to apply on a three yearly basis.

6.2. It is specifically recorded that the Agreement review performed in 2008 was the last three yearly Agreement review and the next Agreement review shall take place by no later than 31 October 2013.

## 7. ADDITIONAL OBLIGATIONS OF THE SERVICE PROVIDER

The Service Provider undertakes, at its own cost, and by no later than:

- 7.1. the date of signature of this Third Addendum, to provide essential medical services at the facility. These essential medical services shall be provided in terms of the Health Care Act and in respect of primary healthcare only, however transport and security to and from any secondary or tertiary medical care facility/ies shall also be provided at no additional cost to the DHA;
- 7.2. sixty (60) days of the date of signature of this Third Addendum, to provide a system for the registration and administration of illegal immigrants and their personal belongings. The current system used by the Service Provider shall be altered to allow DHA Representatives "read-only" access to such system;
- 7.3. one hundred and twenty (120) days of the date of signature of this Third Addendum, or such longer period as may be agreed by the Parties in writing, to upgrade the facilities as may be stipulated by DHA and to the DHA's specifications. The DHA's specifications shall be agreed with the Service Provider and DHA shall sign off a Project Definition Report, prior to the commencement of such upgrade. Such upgrade shall be subject to a maximum cost of five million Rand (R5 000 000), with only price escalations or exchange rate increases on the agreed upgrade which occur after the commencement thereof, to be borne by the DHA. The

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DHA shall use this facility upgrade as an opportunity to rebrand the facility with the DHA's branding;

7.4. the date of signature of this Third Addendum, to maintain the facility to a sufficiently high standard to ensure that the building, fixtures and fittings remain in full working condition for the duration of the Agreement, including the Extension Period if the option to extend the term of the Agreement is exercised by the DHA. The DHA may request the Service Provider to attend to any reasonably necessary maintenance by written notice and the Service Provider shall perform such maintenance in accordance with the Agreement;

7.5. sixty (60) days of the date of signature of this Third Addendum, to provide the DHA with remote access to the surveillance systems at the facility on a basis no less comprehensive than the remote access available to the Service Provider and at no cost to the DHA, save for the cost of electronic communications connections and data transfer fees which shall be procured and paid for by the DHA.

#### 8. OPTION AND RIGHT OF FIRST REFUSAL

8.1. The Service Provider grants the DHA an option during the currency of the Agreement, including the Extension Period if the option to extend the term of the Agreement is exercised by the DHA, to purchase the facility at a price determined by a Registered Independent Valuer.

8.2. Such option shall be exercised by the DHA giving the Service Provider notice of the exercise of its option and calling on the Service Provider to meet in order to agree the identity of the Registered Independent Valuer to perform the valuation.

8.3. Should the Parties be unable to agree on the identity of the Independent Valuer then such Valuer shall be appointed, at the request of either party, by the General Secretary for the time being of the South African Institute of Valuers who may appoint one of the members of the Institute.

8.4. Once the valuation has been provided, the parties shall attempt to conclude all other issues relating to the exercise of the option within sixty (60) days of such valuation having been provided and if they are unable to do so, either party may refer any outstanding issues for resolution in terms of the Agreement.

8.5. In addition to the option granted in clause 8.1, the Service Provider grants the DHA a right of first refusal to purchase the facility and undertakes that during the currency of the Agreement, including the Extension Period if the option to extend the term of the Agreement is exercised by the DHA, it shall not sell the facility to any third party without first offering the

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DHA the opportunity to purchase the facility. The price for the facility being the lower of the price offered to the Service Provider by a third party (if any) and which the Service provider wishes to accept and the price determined in accordance with clause 8.1. Such right of first refusal shall:

- 8.5.1. be in writing;
  - 8.5.2. disclose all relevant information and applicable terms and conditions of the offer received by it (if any); and
  - 8.5.3. be open for acceptance by the DHA for a period of not less than thirty (30) days or such longer period as the parties may agree.
- 8.6. The Service Provider shall be prohibited during the currency of the Agreement, including the Extension Period if the option to extend the term of the Agreement is exercised by the DHA from selling the facility to any third party on terms and conditions and at a price more favourable than that notified to the DHA in accordance with Clause 8.5.
- 8.7. Should the DHA not exercise its right of first refusal in Clause 8.5, the Service Provider may sell the facility to a third party, however the Service Provider may not cede its rights or assign its obligations or otherwise transfer any such rights or obligations to the third party purchasing the facility or any other third party other than in accordance with the Agreement and provided further that the Service Provider provide appropriate financial or other guarantees to the satisfaction of the DHA so as to ensure that there is no reduction in the service levels at which the Services are provided.

THUS DONE AND SIGNED BY THE PARTIES AT ..... ON THIS ..... DAY OF .....2009

MAVUSO MSIMANG  
DIRECTOR-GENERAL: HOME AFFAIRS

ANGELO AGRIZZI  
CHIEF OPERATING OFFICER  
LEADING PROSPECT TRADING  
(PTY) LTD

AS WITNESSES:

AS WITNESSES:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_

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**Ungela - Calculation of Revised Rates After Savings**

**New Rate Calculation**

Current Monthly Charge

Less: Savings

Revised Daily Rate

Current Daily Rate

Savings Per Day

7,980,000.00

420,000.00

7,560,000.00

R 99.41

R 105.00

R 5.59

5.33%

**Split for Future Charges**

Amortization

Variable Costs

25%

75%

R 24.85

R 99.41

CPIX Only Applicable on This Amount in Future

**Excess Charges Over 2 500**

2 501 to 3 250

3 251 to 4 000

Increase CPIX

Less Savings

Revised Rate

R 13.71

R 11.01

1.30

2.11

0.78

0.65

R 13.77

R 11.47

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AKHILE

8 October 2009

The Chief Operations Officer  
Kgwerano Phakisa Fleet Management Solutions  
Mogale Business Park  
1 Windsor Road  
Mogale City  
1739

Attention: Angelo Agrizzi

Dear Angelo,

**PROPOSAL FOR ADVISORY SERVICES – FLEET MANAGEMENT SOLUTIONS**

**1. BACKGROUND**

I refer to our discussions and submit for your attention details of our proposal to provide advisory/consultancy services to the Kgwerano Phakisa in relation to several fleet management contracts. We understand that Phakisa has won several tenders, some of which are in progress, and that business advisory services are required to ensure that the terms and conditions of these contracts are met to the satisfaction of the respective Clients.

In this regard our understanding is that the initial and immediate focus will be the Eastern Cape Provincial Government tender.

It was also emphasized that key to the above was the formation of a solid platform and benchmark for the tendering and targeting of other similar opportunities in future. In this regard, a close working relationship will be required between Akhile and Phakisa to ensure that this objective is met.

**2. SCOPE OF WORK AND BASIS OF ENGAGEMENT**

To ensure that the above objectives are met, the following will form the terms and basis of engagement: -

- a. Aneel Radhakrishna will be dedicated to Phakisa for this assignment. Aneel Radhakrishna has several years fleet management experience and will be best suited for this assignment;
- b. Aneel Radhakrishna will dedicate his time and effort to the assignment, and will be remunerated on a time and expense basis, and at an agreed rate to be determined by the Phakisa and Akhile;
- c. Aneel Radhakrishna will be paid on a retainer at a minimum of 10 days per month;
- d. Any excess of 10 days shall be prorated and paid based on the daily rate agreed to above.

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- e. In addition to the above, our resources may be personally paid a success fee for any opportunity passed onto Phakisa going forward;
- f. A bonus scheme between Phakisa and Akhile shall be agreed to within 30 days of acceptance hereof;
- g. Akhile will provide additional resources, if required, and such resource shall be dedicated to this assignment for the duration/s and rate/s as agreed to; and
- h. This arrangement shall endure from October 2009 until December 2014.

### 3. OUR RESOURCES

Akhile will ensure that Aneel Radhakrishna is dedicated to this assignment on signing of this agreement.

Additional resource/s shall be subject to acceptance by Phakisa prior to appointment and will be based on the required structure to provide the necessary services required.

### 4. OUR FEES

Our fees will be as follows: -

Aneel Radhakrishna	R18 000 per day plus expenses.
Other Resources	To be negotiated, once need and scope defined and added as an addendum hereto.

Please note that the above fees exclude VAT and shall be revised annually subject to mutual agreement between Phakisa and Akhile. Our fees are payable 30 days from date on invoice.

### 5. REPORTING ARRANGEMENTS

Aneel Radhakrishna will report to the Chief Operations Officer for this and other similar assignments. Monthly feedback meetings will be held on the respective activities for the month.

### 6. CONCLUSION

We hope that the above meets your approval and look forward to a long and successful relationship with Phakisa. Should you require any further information, please do not hesitate to contact Aneel Radhakrishna in this regard.

Yours faithfully,

**Aneel Radhakrishna**  
Chief Executive Officer

*Handwritten signature*

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Angelo Agrizzi

Thursday, March 8, 2018 at 12:18:15 PM South Africa Standard Time

**Subject:** Points that I needed to clarify for yourself on a personal level - African Global Brian Biebuyck

**Date:** Wednesday, 07 March 2018 at 10:23:06 South Africa Standard Time

**From:** Angelo Agrizzi <angelo@angeloagrizzi.com>

**To:** Nellis Wolmarans C.A.(S.A.) <nellis@dah.co.za>, Philip du Toit <philip@dah.co.za>, Peet Venter <peet@dah.co.za>

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**Attachments:** image001.png

Nellis, Philip, Peet

Good Evening,

**PLEASE NOTE HAVING TAKEN INTO CONSIDERATION THE FACT THAT FACES AFRICAN GLOBAL AND THE WHISTLEBLOWERS, THIS IS MERELY TO CLARIFY MY PERSONAL POSITION WITH YOURSELF, AND MUST NOT BE CONSTRUED IN ANY WAY TO INFLUENCE OR COMPROMISE YOUR DEALINGS WITH GAVIN WATSON AND AFRICAN GLOBAL OR ITS DIRECTORATE, THE CONTENTS WILL NOT GO INTO THE WRONG DOINGS THAT ARE ALLEDGED, BUT MERELY SERVE TO ALLOW ME AN OPPORTUNITY TO CLARIFY AND GIVE MY SIDE, THE FACTS AS THEY ARE AND ONLY PERTAIN TO MY CREDIBILITY AND INTEGRITY WHICH I KNOW HAVE BEEN DENIGRATED BY GAVIN WATSON AND CERTAIN DIRECTORATE AND EMPLOYEES.**

I must stress that the information contained does not in anyway compromise the agreements in place, and is common knowledge to everyone who has been part of the Bosasa Group and associated groups.

**THE CONTENT HEREOF IS SPECIFICALLY PERSONAL TO YOURSELF "WITHOUT PREJUICE" AND SHOULD IN BOTH PARTIES INTEREST OF PROFFESIONALISM BE KEPT CONFIDENTIAL**

Perhaps this is an opportune moment to clarify a couple of issues, as I believe from credible sources including various Directorate, affidavits and statement presented to me this evening at a supper that you have been told certain mistruths about my departure from the erstwhile African Global, that specifically Gavin Watson has been intent and continues to level serious accusations against my persona and whilst I must say that these have no material impact on myself, my family or my business associates, it is upsetting that a person you worked with diligently would resort to this type of underhandedness. What this does is offer you the opportunity to get a clearer understanding of my integrity, and hopefully you get a clearer understanding of my character.

Where it all started;

1. I commenced with the Dyambu Group some 18 years ago, having identified the group as a potential opportunity for empowerment and the growth I envisaged contributing to the country and the industry I am passionate about. At that stage the Company had approximately 420 employees, and a few smaller contracts, Lindela, Blyvooruitsicht mine and the Mogale Youth Centre.
2. I came from having been part of a listing of the Molope Group, under the leadership of Cyril Ramaphosa and Sam Molope and Richard Grantham (who you can gladly contact) having left them on good terms with shares I then en-cashed to the value of R4,7 Million Rand. In order not to have a conflict of interest my wife Debbie (who worked as my PA) also resigned as my children were just of school-going age, and she also had to take care of her ageing parents. This would avert any conflict of interest as well.
3. The initial 18 months I focused on two things -- Marketing, Systems and Standards development, and we had phenomenal growth, in fact we secured the complete Goldfields contract as a direct result of my previous associations with the mine management Wimpie Greef and Ronnie Lousteau (my previous employer whilst I was at GENCOR), who incidentally at 70+ still works for me today at

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4. We then managed to secure various other contracts, Randfontein Estates, South African Post Office, ACSA, Hartebeesfontein Gold Mine, SASOL SA, as well as numerous other contracts nationally. More importantly we had transformed this quazi political entity into a formidable group known as Bosasa, an icon in the industry.
- N2 5. What is important to note is during this period I also assumed the role of Human Resources and that of Procurement whilst doing the normal Marketing and Strategic development, and for the ensuing two years we took specific interest in developing a brand with systems to match, not necessarily the most advanced but good solid accounting principles, and the company was always cash flush, and focused on customer satisfaction.
6. During 2004, unbeknown to me Danny Mansell and Gavin Watson had worked with various people on the contract known as the Department of Corrections, at that stage I was not aware of any untoward practices. I solely (with the little help from Ishmael Dikane) commenced the operations successfully ensuring at the same time that the group of companies had a consistent return of between 17% and 22%, this continued throughout where I would negotiate the best possible deals from the Company.
- N3 7. I was then tasked to commence what is now known as Sondolo It, and Phezulu that implemented R1,2 Billion rands contracts with phenomenal returns of 35%
8. During the initial years, we secured further contracts, and because of the bullish balance sheets and a retained income of in excess of R320 Million Rands, we obviously became the target of many a budding entrepreneur, who would require large sums of funding. One such venture was the controversial Sea Ark Kouga project, a project I vehemently opposed, however I respected Gavin's decision and until late 2008 when I personally refused to compromise on the matter and insisted on its closure, this being after both Andries Van Tonder and myself (in the absence of anyone else including Gavin Watson) had to take out mortgages on our personal homes to be able to make salary payments as we simply had exported all the money to the Sea Ark scamsters David K Wills on Gavin's instruction.
9. During this period we also saw the acquisition of various companies in sectors that were not related to what we were competent at. Examples of these were PermaPipe, Enterprise Support, F&R Phakisa, Phavisworld, Cutting Edge Technologies etc., Companies that we owned 80% of but in effect didn't run, and that leached profits and equity on a large scale, probably a further R120 Million. It got to a point where I personally stopped the process of funding them and disposed of them. Both Carlos Bonifacio, Brian Biebuyck, Andries Van Tonder and Gavin Watson will attest to the fact that I personally transferred the cash from certain of these entities (R23 Million) against their will to Bosasa, and eventually was responsible to dispose of them. In all these instances these companies were never valued (despite my constant advice) when purchased by Gavin Watson.
10. Knowing that Gavin's entrepreneurship couldn't be bridled and was in my opinion somewhat risky, I consulted with the banks together with Andries Van Tonder and Carlos Bonifacio pleading with them to put a clause in our facility limiting any acquisitions on any new ventures to R5 Million requiring pre-approval with due diligences as a condition, to try and subtly avoid letting Gavin fall prey to bad business practices. One specific instance was a one man show CC called BuildAll which was procured for R15 Million rands, for two old pick up vehicles, a few spades, wheelbarrows and a bit of goodwill, no forecasted income and definitely not a viable concern. The due diligence proved that even with forecasted business the value was no more than R720,000 (records are available), I then insisted on and embarked on successfully recovering R3 Million Rand reducing the cost to R12 Million (Albeit still a complete loss, as it closed down 12 months later).
11. Bosasa was then approached by a gentleman called Russel Leigh, who managed a grouping called "Dealstream", this was on recommendation of Gavin Watson and his family, a dire situation that both Andries Van Tonder and myself were vehemently opposed to as we couldn't understand the business offering, despite our attempts to reason with Gavin and his family (Valance) we were forced to make payments to them, obviously we incurred a further loss of R45 Million Rand, a PONZI scheme that Gavin Watson had fallen prey to. None the less we ensured that the integrity of

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the group was maintained albeit we were castigated by the banks for being reckless. Brian Biebuyck will be able to provide insight as in desperation as always we reverted to his counsel.

The aforementioned are just a brief synopsis of my dealings at the time, not necessarily the best "Stanford Case study" but a solid attempt having been part of a team that eventually built up a company that had good profits, no debt, and that showed a constant return and growth.

Nellis, the reality is the following regarding my departure;

- N4 1. I resigned officially in August 2016 to take up a position as the CEO with the Compass Group, for Africa and the UAE, a position I had not applied for but was asked to take on by Andre Du Chenne the outgoing Chairman (whom I previously worked for at KKS), and I took up office, to ensure a clean break from Bosasa.
- N5 2. I was inundated with messages and calls from Gavin Watson, and eventually Cheeky Watson was sent as an emissary by Gavin with Brian Biebuyck tying up the contractual side of the contract to make an offer to retain me, and to ensure I retake control of the Bosasa Group of Companies. In fact a meeting was then convened with Gavin Watson at the Michelangelo where he pleaded with me to return for a large sum of money to be paid directly and various other perks, including an astronomical salary and benefits.
3. It was also agreed as per my contract, signed by all the relevant parties that I would be employed for a period no less than 10 years, with an substantial annual retention fee, not performance related at all this was done secretly with Brian Biebuyck, Peet Venter and Cheeky Watson underpinned by suretyships and by related companies.
4. Gavin on his own account ensured that share incentives were also put on offer, where shares would be given at no cost in two entities. This matter was in accordance to our agreement to be kept confidential from Directors, and the details can be obtained from the interested parties. I have recorded incidents that Gavin Watson has disclosed what was supposed to be a "secret deal", and as a result of my personal conviction will not divulge the details thereof. You are however free to get the details from P Venter, B Biebuyck and G Watson who will have a copy thereof.
5. The Watson family attended my son's wedding late November 2016, and soon thereafter I then enquired about my shareholding which had not been forthcoming, the opinion of the Watson's children I am told was they felt he paid far too much for my business acumen.
6. I went on leave on the 15<sup>th</sup> December after we had ensured that we had paid all staff salaries and the first ever annual bonus to all the employees and a still healthy bank balance remained.
- N4 7. At that stage we were in the process of negotiating the DCS contract, and had in my opinion secured a lucrative deal, this was confirmed by the Head of Finance, albeit we were advised that three management areas not allocated to us was unfair and needed a legal review.
8. On the 26<sup>th</sup> December I checked myself into the Life Fourways hospital as I hadn't been feeling well, and had postponed doing anything about because of my workload and commitment.
9. For business continuity I against the Physicians and my families orders I also called a meeting with the Bosasa Directorate in the hospital to notify them of the prognosis, and gave various instructions on what to do in terms of the DCS negotiations, in the interest of the business and its people. This is even though the medical opinion was that I might not survive the procedure that had to be done.
10. Having realized the severity of the health issue being a tumor on the heart I agreed to be operated on, and was resuscitated after having died in theatre a few times due to the intensity of the operation, I was unconscious for five days, on dialysis and ventilator, at that stage my family had been told that I would not make it as I had severe renal failure, a collapsed lung and my organs had started to shut down. By the grace of The Lord, I was brought out of a coma, and was incubated for recovery.
11. The facts are as follows, whilst I was in a coma, a call was made to Philip Putzinger, who will attest to it that Gavin Watson personally wanted to claim on my "Key Man" insurance in the event of

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- death or disability, taken out on behalf of myself, this was to ensure a quick payout no doubt whilst the family was in distress. This was never agreed, in fact it was always agreed that the proceeds of any "Key Man" insurance would only be paid to the family, otherwise I would never have agreed to it. Gavin denied the fact consistently until we had a meeting in July 2017 where I presented the facts and he had to admit that that he did try do it. Until then I did not believe my wife and physician that Gavin Watson was actually be capable of doing that, but it now also explained why he refused to meet with me, in contravention of the contract. Only once I had spoken to Andries van Tonder and a personal discussion with Philip Putzinger the Ambiton broker was this revealed and confirmed.
12. Late December 2016 and during January 2017 on Gavin Watsons agreement we proceeded to take legal action against the Department of Corrections, via Brian Biebuyck, Gavin and the Directors visited my home where I was still working on the legal brief with Brian Biebuyck whilst on oxygen and attended to at home by a nurse and physician – merely because I had the Companies interest at heart. The fact is that Gavin Watson retracted on the advice from both attorney and senior counsel, and opted for that of his directorate contingent to withdraw what was a watertight case. Against my will discounted the contract by a further R15 Million per month "to keep the client happy" which was not necessary as they had accepted our pricing already, and advised Gavin Watson strongly against doing it. To rectify the matter, and protect the profitability I offered to assist in recovering the R15 Million via a treasury review process, Gavin refused my assistance, Brian Biebuyck is aware of the fact that the offer was rejected by Gavin Watson. It is specifically that decision as well as others that has impacted the financial viability of the contract, and hence when the three gentleman approached me, I thought the most efficient and effective way to contain disgruntled employees was to manage an entity that could make them a decent living, whilst averting losses incurred for the group of companies as a result of the fact that they had dismissed all the skills required to make it a success.
  13. I returned to South Africa after a month's holiday and after having stayed for two weeks at specialist center in Miami, Florida for specialized treatment. I had lost 20kg's regained my full health and was declared fit for work and ready – The physicians were astounded at my recovery, this was attested to by a thorough medical examination MRI and CT Scans as well as confirmatory letters prepared by no less than four specialists in South Africa.
  14. I was then surprisingly told by Brian Biebuyck that Gavin wanted to buy out my contract, I was not to return to office and that he was prepared to make lump sum payments and keep me on the payroll for a period of time (the contents of which I personally cannot divulge, but was coordinated by Peet Venter of Consilium, Brian Biebuyck and Gavin Watson) once more I have affidavits in my possession that contrary to the agreement Gavin Watson hasn't kept the details at all confidential, however as testimony to my agreement with them, I will not contravene this. Albeit I have mentioned this on numerous occasions to Brian Biebuyck, it is clear that Gavin Watson doesn't understand he is in breach by constantly attacking my credibility and divulging contents of our agreement.
  15. At no stage was any reason whatsoever given, other that I was a liability and could have put the DCS contract into jeopardy, due to the rightful legal challenge made albeit it was on the instruction of Gavin Watson and factually based. Note that numerous other companies challenge the Departments on a legal basis, the PFMA doesn't allow for discrimination or prejudice on these matters and to-date no company has lost a contract due to the fact that legal challenges are put forward. Bosasa was never at risk of losing the contract as it had been awarded the contract via a bona fide process.
  16. I was well aware of the fact that the "new" proposed exit agreement discounted what my future earnings were on the initial agreement, but I came to terms with the fact that I actually didn't want to be in an environment where my health, religious conviction and family would continually be compromised, so I acceded to the negotiations albeit in fact the result would be in excess of 300% less than what I had initially had contracted.
  17. I must emphasize the initial contract was in fact watertight, and if I wanted to I could have insisted

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on more, I however felt that if Gavin Watson did not see worth in me, I was not about to prove anything, the growth and success of the last 18 years would be testimony enough. As an Auditor It would be an interesting comparison to look at actual trading results 2013/2014 & 2015/2016 and the current results, obviously less the scientific inputs on questionable resources and valuations. No amount of BI can substitute good old accounting, income vs expenses vs cash in the bank.

18. I then commenced with various startups, to include people (all of whom have shareholding) that had been victim to targeted retrenchments because of their proximity to myself, and started the following entities that have proven to within six months be self-sustaining based on good corporate governance and strong ethics, these you can peruse at your leisure;

- a. [www.crearisinc.com](http://www.crearisinc.com) – a unique bespoke solutions branding company
- b. [www.angeloagrizzi.com](http://www.angeloagrizzi.com) – a consulting firm with clients both local and international
- c. [www.semeg.co.za](http://www.semeg.co.za) – a company that manufactures and supplies transformers and electro solutions to mines etc. internationally
- d. [www.hamptonsrealty.co.za](http://www.hamptonsrealty.co.za) – a bespoke estate agency – branches Sandton, East Rand, Roodepoort Horizon View and Steyn City
- e. [www.propertymatcher.co.za](http://www.propertymatcher.co.za) – similar to Property 24, and currently a competitor with them and geared ready for a buy out

*The aforementioned are all self-funded, with no encumbered assets, and currently employ 25, mostly the retrenched people, I specifically veered away from anything to do with the Bosasa Group merely because I wanted to maintain integrity. Brian Biebuyck is also aware that albeit I have been offered a lucrative position with other competitive larger groups I have opted to remain out of the sectors occupied by the Watsons.*

19. During the latter part of November 2017, I was requested by Brian Biebuyck to intervene and contact the three gentleman – Andries Van Tonder, Frans Vorster and Leon Van Tonder who opted with the primary intent the to clear their names in the public arena. I stopped them from going about the process in a haphazard matter that if not handled correctly could adversely affect both the Group and the employees, people who I hold dear to my heart as they served me faithfully for 18 years under my leadership. I must however re-iterate as I did with Brian Biebuyck I will not idly sit back and watch people be hurt and mistreated, a principle my family has always stood for.

Nellis, in short a lot said, the main reason I have given you an overview is to explain the facts, who I am and what I have always stood for, a summation of my role in the Bosasa Group. I don't owe you any explanation but feel strongly that if someone, especially Gavin Watson or any person at Bosasa should place doubt on my integrity or good standing and insinuate I am a petty thief or criminal extortionist I have a fundamental objection with the manner in which they do it; "behind my back and conservative with the truth". to blatantly suit the blame on someone other than themselves.

Should the facts as set out are questioned I will gladly avail myself to in the presence of all the directorate, Brian Biebuyck and Gavin Watson defend the truth and my integrity.

On numerous occasions I have opted to remain silent when accusations are levelled at both me and my family, however I would like to assure you that the facts remain as follows;

- A. During my tenure at Bosasa my performance, integrity was never questioned, nor was I ever accused of making incorrect decisions that could in any way harm any person, the Company or the Watsons.
- B. Louis Passano and his wife have made allegations pertaining to funds siphoned off the Company, I can assure you this is not true, Gavin Watson instructed every single transaction and this can be accounted for, I can also attest to the loyalty, commitment and honesty of Andries Van Tonder and various other employees. In fact the erstwhile Dr Jurgen Smith, said that after working with us for

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N6 18 years he knew that our hearts were for the business and the people. I must just add Louis Passano after having left the company in 2007 (estimate) was re-employed by myself, after having put what he had done aside I visited him personally at hospital after he had an accident, re-employed him against the advice of Carlos Bonifacio, Gavin Watson and the complete board of Directors, and mentored and coached him, even loaned him money to purchase an engagement ring for his wife. Despite the fact that I coached and counselled Mr. Passano, through his sequestration and court case where he received a suspended sentence, he see it fit to conjure up innuendoes with Gavin Watson that I have unduly benefitted from the Company.

C. I have been accused of taking bribes and backhanders for a coffee machine installed at the boardroom, for furniture as well as from a clothing supplier, to date no facts have been presented to me, besides I didn't order a coffee machine and the furniture was from a supplier my wife dealt with, the total costs of which was R1,7 Million, surely I wouldn't risk my untainted reputation for even a 30% backhanders?

D. I don't want to see the demise of the Bosasa Group – in fact if Bosasa does not succeed, it affects certain of my payments due to me for a few years to come, hence I have always offered my support in resolving issues, such as media leaks etc., Brian Biebuyck will attest to this.

N7 E. I run a successful and God Fearing household, one that is respected and revered, and one that has been blessed, my wife has had numerous successful entities and our lifestyle is modest at best. Every year I am duly audited by SARS as a result of my affiliation to Bosasa, I have never been found wanting. In the Watsons opinion, albeit they knew I had Ferrari's for a while and was integrally involved with the Ferrari group they are now obsessed with the fact that I now own four Ferrari's, and have on order the latest 812 Superfast, this is as a result of the blessings on our family and wise investments in various platforms, Brian Biebuyck is well aware of all these things. My passion has always been for Ferrari and is used for sponsored track days for driving instruction and training as well to attend to children that aspire to have a drive in one this is made a reality for them by people such as myself, from the Choc Foundation, Reach for a Dream to Sunflower Fund as well as having received personal accolades from Discovery Chief Executive Officer for my work with the "Last Tour" for Jewish children from all over the world. Believe me Gavin Watson was well aware of how I acquired my vehicles, in fact he has driven with me as has members of his family, Gavin has even attended the Ferrari tours in Italy with me, as well as being an honoree VVIP guest in Abu Dhabi at the very exclusive Ferrari Lounge during the Grand Prix, and had supper with the President of Southern Equitorial Ferrari Association – so to now claim that my fortune was ill gotten begs of being very conservative with the truth.

N8 F. I have a phenomenal pool of friends – Gavin and Brian are aware of, from the Ferrari club who are mostly captains of industry, to directors, CEO's and even personalities such as Derek Watts, Jo-Anne Josephs, the controversial Adriaan Basson, Dr Denise Bjorkman and the list goes on. It is clear that the fact that I have a few Ferrari's is a major bone of contention, ever since I've left Bosasa, I cannot fathom why.

N9 G. Gavin Watson and Papa Leshabane have even taken the matter to a level unheard of, and insinuated and stated that my son Giancarlo was a drug addict and dealt drugs at the Youth Centers, Giancarlo at the stage was completing his Masters in Politics and Economics, was the youngest ever Secretary of the ANC Caucus in Gauteng, often presenting the ANC on live national

MA J. L.

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TV, and has now pursuant to completing his Masters Magna Cum consults to HSBC on an international level, whilst attending to a business of his own, consulting on mine and has already started his thesis for his Doctorate at Wits University, a far cry from a drug addict as purported by Watson and Leshabane, in fact Giancarlo has been approached to head up an International desk which he is contemplating.

- H. If at any stage since my initial resignation, after Gavin begged me to return and manage the company there was any truth in the allegations levelled, why is it that the Company never instituted disciplinary hearings, or even opened up a case of fraud or theft?, simply put there was none.
- I. If there was any doubt as to my integrity, why is it that I have availed myself to Mr. Watson via Mr. Biebuyck on a few occasions to undergo lifestyle audits etc., and nothing has been forthcoming for the past eighteen months since Mr. Watson, Passano and the kids have made the misrepresentations?
- J. I have been accused of drafting news articles, legal arguments on behalf of Solidarity and AfriForum (a fact denied in writing by the General Secretary of Afriforum / Solidarity) as well as setting up Dudu Myeni, Nomvula Mokonyane as part of a political ploy, offering shares via my brother in SEMEG to Richmond Mti, to even arranging to key Mr. Watsons BMW. I have supposedly also been involved with numerous scams, making inappropriate calls to people threatening them of which I have to date not received any proof pursuant to me requesting the same. I have however provided proof of "death threats" made on myself and my family, bogus callers purporting to be investigators and have recorded and forwarded all these recordings as proof. These recordings I can gladly forward you if need be.

Nellis, once more I reiterate you are welcome to make your own conclusions, and perhaps it is time to allow you to have a more balanced view on my integrity and standing whilst I was at Bosasa, and whilst this might not give you comfort on the current predicament, be assured of my best intentions to remedy and salvage what otherwise could have been extremely counterproductive and destructive.

I would gladly avail myself within the conscript of good governance and without contravening any stipulations of my agreement with Brian Biebuyck, Gavin Watson or the Bosasa Group to attend to questions relating to the accusations made about my conduct. I have no doubt the same mistruths and attack on my character will be undertaken with the banking fraternity, which I will endeavor to address accordingly.

You will understand I have given my word to Brian Biebuyck to avert discussions with yourselves pertaining to the Van Tonders' and Vorster versus African Global matter, and I will not transgress it at this stage. Brian Biebuyck is also aware of the un-warranted attack I have endured and has on numerous occasions requested in merely be the "better person" and let it be.

I trust this clears up some of the mis representations that have been communicated to you, and have duly copied both Gavin Watsons legal counsel as well as mine into this letter.

Kind Regards

KWR

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KWR151



**Angelo Agrizzi**

m: +27 (0) 64 687 2464

a: HELDERFONTEIN OFFICE PARK  
Cnr William Nicol & Broadacres East  
No 97 | Helderfontein  
Fourways | South Africa

w: [www.AngeloAgrizzi.com](http://www.AngeloAgrizzi.com)

e: [Angelo@AngeloAgrizzi.com](mailto:Angelo@AngeloAgrizzi.com)

s: Angelo.Agrizzi

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

MA K.L.

OUR LEADERSHIP - Crearis Inc.

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KWR152

### ORGANISATIONAL HIERACHY OF CREARIS FROM COMPANY WEBSITE



- HOME
- WHO WE ARE
- OUR SERVICES
- OUR LEADERSHIP
- OUR CLIENTS & PARTNERS
- SECTORS WE SERVE
- OUR VALUE POSITIONING
- CONTACT US

## Our Leadership



### The Directors:



10/2 K.L.

OUR LEADERSHIP - Crear's Inc.

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KWR153



### Angelo Agrizzi

Angelo has navigated diverse and complex sectors of businesses for 35 years, ensuring that he leaves an indelible mark of success wherever he has been.

Having pioneered Full Facilities Management in the early 1980's in the mining industry with the likes of Gencor and Anglo, Angelo was instrumental in redefining the "High-Density Accommodation" sector. With a business aptitude for strategic turnarounds in various industries, Angelo has developed numerous models and tools that facilitate both effective and seamless transitions. Public Private Partnerships embarked amounted to more than R5,6 Billion in Southern Africa and Mozambique.

Angelo's most recent accomplishments can be noted in the performance of the Bosasa Group, now known as African Global, that he developed from a greenfield operational unit employing only 322 people to a multi-national group with 6,515 employees. Angelo believes entrepreneurship in the 21st Century has become more complex than ever before, but this doesn't stop him, as he believes it is only the right people you need.

NO P.H.

OUR LEADERSHIP - Crearis Inc.

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**Nozuko Mani**

Nozuko is a Professional Natural Scientist with 14 years of experience gained through various industries (Consulting, Exploration and Mining) in the field of Geospatial Technology, Information Management and Stakeholder Engagement & Management. Her professional interest lies on issues of technology, sustainable development, mineral research and policies that govern the markets.

She has worked on various projects (Education, Health, Urban Planning, Transport, Telecommunication and Research) in the use of GIS and Remote Sensing. She was also quite involved in exploration projects in Namibia, Central African Republic and South Africa where she has applied the use of GIS and demonstrated its capabilities in helping organisations make sound and informed decisions. Nozuko is also a shareholder in Crearis Inc., where she allows her passion to work in a number of different industries, to have greater influence and make positive contributions in key management decisions.

MJ e. h.

OUR LEADERSHIP - Crearis Inc.

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KWR155**Tsepo Motlatsi**

Tsepo Motlatsi received a MBA from the University of Bedfordshire in the United Kingdom, MSc in Technology Management, BSc Honours in Industrial Technology and Management, B Tech in Project Management, as well as a National Diploma in Electrical Engineering and is registered as a Pr. TechniEng with the Engineering Council of South Africa. He has 14 years of mining industry experience gained through various engineering and managerial roles within the De Beers Consolidated Mines, AngloGold Ashanti and Anglo American Platinum. He started his career with Harmony Gold Mine in 2000 and moved to De Beers Consolidated Mines in 2005, culminating in his appointment as Engineer and Manager in various De Beers mining operations.

He is a Director of various companies, serves as a Non-Executive Director of the Board, a Chairman of the Social and Ethics Committee of The Employment Bureau of Africa (TEBA) Limited. He also serves as a Trustee on the TEBA Property Trust. Tsepo also serves as a Trustee on the TEBA Property Trust and is a shareholder in Crearis Inc.

A handwritten signature in black ink, appearing to read 'T. Motlatsi', located at the bottom center of the page.

OUR LEADERSHIP - Crearis Inc.

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**Thabo Sekhokoane**

Thabo Sekhokoane started his entrepreneurship journey in 2013 as CEO and Director of *Palçay Trading and Construction*. He has since made a name for himself in the business sector by taking on consulting roles in various companies including *Encospot* and *Mohlophing Consulting*. Thabo currently specialises in business development and holds management positions at several civil & construction, consulting, energy and mining companies. He prides himself in being decisive and strategic when it comes to business - traits that should ensure longevity in the business world. As a shareholder in Crearis Inc., Thabo has also taken a vested interest in local communities and developed sustainable CSI projects.

The Management Team:

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MD K. L.

OUR LEADERSHIP - Crearis Inc.

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**Jason Stoltz**

Jason is a talented, committed and creative individual whose repertoire of achievements over 22 years, including an MBA from the Henley Business School, has landed him in strategic roles including Managing director; Group head: strategic process development; Group head: strategic marketing, Branding and media; National marketing manager and Strategic advisor. He also holds a N:DIP in Strategic Marketing and a PG: DIP in Digital Marketing from DMI in Ireland. Jason's industry experience is grounded in, but certainly not limited to fast-moving consumer goods (FMCG), hospitality, integrated facilities management and ICT-related industries within multiple business sectors.

MB K.W.

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**Julius Botha**

Julius is a driven, focused, multi-talented, multi-skilled individual with an eye for detail and an understanding of markets with the ability to strategically manage and implement. He has an Honours Degree in Brand Management and gained experience in a global communications agency, leading consumer electronics brands as well as managing all aspects of marketing for a JSE listed organisation. Julius defines his life journey as that of the IDEA INCUBATOR, which started early on in his career. He has always been drawn to the successes of innovators, entrepreneurs, mentors, leaders and successful businessmen and business women.

MB K.W.

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### Megan Kronberger

Equipped with an Honours degree in Marketing from the University of Johannesburg, a Diploma in Packaging Technology (IPSA) as well as an International Diploma in Digital Marketing from DMI in Ireland. Megan has represented a number of different industries including airlines, packaging, coatings, FMCG and full facilities, and considers herself innovative with a strategic approach and outcome. She always has her eye on the bigger picture or as she likes to ask, what is the purpose? As everything you do will need to be aligned to this otherwise you are wasting your time and money. Her attitude is, don't think the same because then you will remain the same.

*MK Kron .*

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**Ronnie Lousteau**

Ronnie Lousteau is a registered Chartered Human Resources Practitioner. He has over 40 years' experience in all aspects of Human Capital management. He has held positions as senior Human resources manager at Goldfields limited as well as Vice President with Uranium One a Canadian registered mining company. In particular has extensive experience in organisational effectiveness

MA K-L.

OUR LEADERSHIP - Crearis Inc.

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**Arthur Hand**

With more than 30 years of experience in the Industrial Catering sector in and around SA and Africa, Arthur is sure to know what is cooking. After finishing school and completing his national service he worked in various African countries such as DRC, Mozambique, Swaziland, Namibia and South Africa in operations ranging from health care, mining, industrial, corporate sector, prison feeding, contractor camp catering and full facilities. Under Arthur's direct portfolio, they prepared over 220 000 plates of food daily, as well as manage the full facilities for over 50 000 people in high density accommodation units.

AF L.H.

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KWR162

**TRANSCRIPTION OF RACIST RECORDING OF AGRIZZI**

**TRANSCRIPTION OF A RECORDING MADE AT 97 HELDERFONTEIN ESTATE, 1 BROADACRES DRIVE, ON 24 AUGUST 2018**

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

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

The transcription is a full and complete transcription of the entire original recording of the conversation of 23 minutes and 13 seconds.

The recording started at 23:31PM and stopped at 23:54PM on 24 August 2018.

The original recording was not edited in any way.

**PARTICIPANTS IN CONVERSATION:**

- 1. MAN 1 - ANGELO AGRIZZI
  - 2. MAN 2 - JARED WATSON
  - 3. MAN 3 - ROTH WATSON
  - 4. LADY - LINDSAY WASON
- 



JARED WATSON



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KWR163

**TRANSCRIPTION OF RECORDING:***Recording starts at 23:31PM on 24 August 2018*

- Man 1: Because what do people do, what do they talk? I, you know what, I look it back, and I look and I laugh sometimes and I piss myself laughing... (Inaudible)
- Radio: There is a posting on Youtube now
- Man 2: I don't think I've ever seen this guy.
- Man 1: Hey?
- Man 2: I don't think I've ever seen this guy before
- Lady: Who's this?
- Man 1: Listen! He's brilliant.
- Man 2: This Manny.
- Lady: Oh, I've seen it.
- Man 1: Watch. Listen to this. It's so true.
- Radio: And in that ah, posting on Youtube, they've taken some clips of a message I preached in 2005 after the Katrina event. Pointing at the barbarism, the animal behaviour of black men in a time of crises, by raping, by robbing, by fighting, by looting. Also after the 2009 earthquake in, in Haiti, the Haitian men, the black men, were robbing and looting and raping. Ah, in the in the wake of that tragic event what black men are inescapable, they cannot do anything else but become barbaric. That when those people went into that (Inaudible); those black women and children and black men, there should have been organisation. The black men...
- Man 2: (inaudible)
- Man 1: What happening?
- Man 2: It said low power.
- Man 1: (Inaudible), oh no. I'll send it, no it should play.
- Man 2: (Inaudible)
- Man 3: Ja, (inaudible) it's mad.

M. K. W.

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KWR164

Lady: Ja, jas.

Man 1: No I'll send it to you, it's true. But it's true, he says, how can they do it. In Japan when they had the bloody earthquakes and tsunamis, they help each other. Here they steal, they loot, they rape, they destroy. You know, I have a friend called Romano [REDACTED] Romano is a racist. The one day..

Man 2: [REDACTED]

Man 1: [REDACTED]

Man 2: Does he have 3 kids?

Man 1: Yeah, no...

Man 2: 2 boys and a girl?

Man 1: No you are talking about his brother, Marco.

Man 2: Do you know Bruno [REDACTED]

Man 1: Yes.

Man 2: So I know Bruno, I worked with him.

Man 1: Did you?

Man 2: And his brother's gay now, huh?

Man 1: No!

Man 2: Ja, (inaudible) ah, Giulio.

Man 1: Giulio? No man!

Man 2: Ja, he's got a restaurant in Cape Town.

Man 1: No, yes!

Man 2: Ja. That's what I was told.

Man 1: No!

Man 2: Well, I don't know that's what I was told.

Man 1: I'm going to rag Romano.

Man 2: No don't, well maybe don't say it, but I was told that.

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Cu<sup>3</sup>

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KWR165

- Man 1: Romano is is, a man that comes to the office one day, I'm going to introduce him to your dad..I always used to like to bring guys that will add flavour to someone's life. And Romano comes there, he is an accountant, and he owns Micro Motor Engineering. You know he's gay? ~~Well I'm going to tell him, I've never heard of an Italian gay.~~
- Man 2: That's what I was told. Look here, and he seems, I don't know if you have seen his son? Um...
- Man 1: Yes.
- Man 2: What's his name? Ah...
- Man 1: He's got that shop in...
- Man 2: [REDACTED]. I mean he seems very gay.
- Man 1: And it's a top class, top class shop that I hear.
- Man 2: Ja, ja, ja.
- Man 1: Making sandwiches.
- Man 2: Everyone loves it hey. Its, that's like the place to eat in Cape Town at the moment.
- Man 1: Really?
- Man 2: Ja, everyone's obsess...
- Lady: What's it called?
- Man 2: Giulio's.
- Man 1: And he's got a bloody...
- Man 2: Giulio's, it's on Bree street.
- Man 1: So Romano, Romano comes to the office there. He says you know what Gavin, I've got a daughter. He's only got Lyla. Lyla is about 7, 8 now. But Lyla, she'll come here and she'll play for hours. And then him and Megan will go and shopping. Anyway. So Roman comes here. If I bore you tell me, then you can go. Because I'm going to (inaudible) fuck off by now now anyway. You know. But the fact of the matter is, Romano is not a racist, he's a realist. Your father's trying to tell him about, black empowerment. He says the day I let a bloody kaffir run, and there are Joe and them around. He

MIA L.W.

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KWR166

- says man they can go wank in the streets for all I care, they will not get me to buy (inaudible).
- Man 2: But I know his son is hectic as well.
- Man 1: No, no.
- Man 2: Oh not his son, his...(Inaudible).
- Man 1: In the factory, his father, (inaudible) my dad knew his dad, and I (inaudible). Takes out the gun and shoots them. Just over their heads.
- Lady: No, man?
- Man 1: Yes! Over their heads, just over (inaudible). Wa! He was, he was sleeping. His father used to go mad. His father eventually shot himself.
- Man 2: Bruno's grandfather?
- Man 1: Yes.
- Man 3: Oh my word, that's crazy.
- Man 1: And left the business to the mother.
- Man 2: And they, but they do nicely, huh?
- Man 1: Not anymore, they battling. The mother is now in Clarens. The mother is even worse racist than the father was.
- Man 2: Really?
- Man 1: So anyway, we, we sitting, we sitting here and Omega took some juice from the one side of the table, and (inaudible) he works for me, he brings the juice there. I mean, Romano says to him, what are you bringing here for? Everything you touch is, is just bugged up anyway. That thing's probably sour by now. Just throw it away or take it home. Just like that.
- Man 3: Sho!
- Man 2: Hectic.
- Man 1: No he's mad.
- Man 2: Ja

KWR

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KWR167

- Man 3:** Sho!
- Man 3:** But it's interesting that the kid is gay. An Italian gay man.
- Lady:** First time for everything.
- Man 1:** No man!
- Man 2:** Well the Romans.
- Man 1:** No the Greeks. You're thinking about the Greeks.
- Man 2:** But Angelo, how, so how do you, like, I mean strategize, how do you think, how do you think, the eggs can be unscrambled from a media perspective, from the clients, the banks...
- Lady:** (Inaudible)
- Man 1:** Well we, we're going to, we're going to lie a little bit, because we have to. Um... So last night...
- Man 2:** Ah, Bryan's thing doesn't sound like it holds. Brian said OK that you must say...
- Man 1:** No, it's not going to help.
- Man 2:** Bryan said that you must say that you have been legally advised to say nothing. That sounds like you have been threatened or paid off.
- Man 1:** No, no, no, no, no. (Inaudible).
- Man 2:** I mean, I mean, does that sound like. Asking your opinion, like for me, that sounds like you have been threatened or paid off?
- Man 1:** I'll be honest. I'll be honest with you, I've thought through it a little bit. Not much. I've bought time. That's what I've done. And the big issue is not Adriaan or anyone; the big big issue is another issue, which is with the Hawks that we need to deal with, urgently. Which is not information to them or anything, but it's because your dad believes the case is closed. It's never been closed.
- Man 2:** But Angelo...
- Man 1:** It's always been open.
- Man 2:** For me, for me it sounds like. I know what you saying, the Hawks, but the Hawks...
- Man 1:** No, the Hawks opened the case in October 2017 again.

ms k-h.

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KWR168

- Man 2: But I'm saying even outside the Hawks, if the banks decided to close the accounts, then that could happen tomorrow. You know what I mean, like the Hawks still takes time, it's a case, right? Banks, like what I'm saying is like the Banks have already decreased the facility by 25%. So it's like...
- Man 1: (Inaudible) I can't understand why.
- Lady: They took out, no my dad was there today. 25 bar.
- Man 2: 25 bars were taken off the facility.
- Man 1: (Inaudible)
- Lady: With immediate affect.
- Man 1: (Inaudible)
- Man 2: Just risk. Apparently it's from a risk, a risk analysis perspective. Or whatever it is.
- Lady: They will give us the final breakdown next week.
- Man 2: Ja so, so clients are (inaudible)
- Lady: Ja, the client. No my, my dad was just saying, like the clients are, they are the ones that are nervous. They the ones that are freaking out.
- Man 2: So when he came to us. You can ask Roth, he was there. When he came to my place yesterday, whatever it was. Look I must be honest hey, I've never seen that, that like, just defeated. He just, he wanted to walk out. We were talking to him, he's just like, I'm out of here. Um...because he's like...he's even, even...even the darkies in the business said to him, um...this is your mess...
- Man 1: No it's not. It's not his mess. (Inaudible)
- Man 2: Well, he, like I'm saying, what they said to him was, this is your mess...
- Man 1: No, no, those kaffirs! Let me tell you something.
- Lady: Angelo... (Inaudible)
- Man 1: No I'm telling you, they are kaffirs! All right? Because they are screwing your father with information that he shouldn't be listening to.

M2 C.W. 7

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KWR169

Lady: I must say Angelo...

Man 2: But...

Lady: I don't know when last you saw my dad?

Man 1: I haven't seen him.

Man 2: Ja, he's um...

Lady: You'll be shocked.

Man 2: Ja, he um...

Lady: They are putting on a, he's under a lot of pressure.

Man 2: They said to him...

Man 1: But who's putting pressure on him?

Man 2: ...as a collective...

Lady: (Inaudible) a lot of pressure.

Man 1: But why?

Man 2: ...as a collective they came to him and said this is your mess...

Man 1: But what can they, what collective? What f...

Man 2: ...and we'll come for all of you.

Man 1: Can I ask you something?

Man 2: Ja

Man 1: I mustn't swear but, and I didn't even (Inaudible).

Man 2: I get it, I get it.

Man 1: This is the first night I've sworn in years.

Man 2: No, I get it.

Man 1: I didn't swear last night.

Man 2: No. Well...he did.

K.W.

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KWR170

- Man 1: You know, I want to ask you (Inaudible). What right have they got to the business?
- Man 2: Ja, but...
- Man 1: I know, I worked in that business, I worked there from 3 in the mornings till 11 o'clock at night. I took, I worked for 3 years, without asking for a cent. I worked there for 3 years, without taking off for even a Sunday. Because I worked with your father, and I drove around with him, and I spent hours on the road, and I spent hours working, I spent hours behind pots. I cleaned kitchens and toilets. Those kaffirs have done nothing for your father. And what is holding his, what is, what is it that they are holding over his head? What is it?
- Man 3: (Inaudible)..it's a mess.
- Man 1: And I'll tell you, I have, I have my own little perspective of this. I will never ever go back to Bosasa, or AGO, whatever you call it. I will never go back. It's not, it's not my place.
- Lady: You passed that now.
- Man 1: It's not my place. It's your place. It's your place. Guys like you.
- Man 3: Can you please help us try sort this out Angelo?
- Man 1: I will.
- Man 3: Please man.
- Man 1: I will help you sort it out, I haven't got an issue, I have no problem. I've got no animosity towards you, towards your sister, towards your father. I loved your father like my own father. I spent hours with him. I, my objective every morning was to make him happy, and to make him smile, and to tell a joke.
- Lady: And you did.
- Man 1: That would make me happy. What would make me even happier now, is if you guys take the reigns. You guys take the whip. You don't need a Papa there. Why do you need a Papa? You tell me.
- Man 2: But it's sensitive at the moment Angelo.
- Man 1: I don't, I don't care!
- Man 2: No, I'm just saying right now..

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KWR171

- Man1: What do you need a Papa for?
- Man 2: ..these guys...
- Man 1: You need one person.
- Man 2: ...these guys came to him...
- Man 1: You need Carol Mkele. That's what you need. You don't need a Papa. You do not need a Joe. What do you need him for? I'm telling you now. You do not need a Sasinya. Sasinya has been fleeing.
- Man 2: And talking about gate-keeping hey, I was there, I heard, I mean, remember...
- Man 1: Don't you realise why Papa didn't like me.
- Man 2: But Angelo...
- Man1: Because of DCS. Because I could, he couldn't fix up the press. How did I form my alliance with Derick, with Adriaan, with all these people? Why? I did that 4 years ago, not now! Four years ago! Adriaan was here with his kids! He would play, the kids would play here, he would play here, there. Because I did that, I brought two very influential people to the office park. One was Joanne Josephs, the other was, the one was Yavi Madura. Yavi Madura is the one who pushed the Greek that swore and called people the...
- Man 2: Ja, the new one.
- Man 1: ...said look there's no kaffirs here, that why (inaudible). She pushed his tweets up within I think 40 minutes to record. I know, she phoned me, she told me.
- Lady: Ja, that was the black box thing. Black box.
- Man 1: It was thirty five thousand rand. What the hell?
- Lady: I remember that.
- Man1: Guys, lets, if you look at it, and you say to yourself, all-right fine, lets help clean up. I'll help clean you, I'll help clean up, that's easy. (Inaudible) I hope. We'll get there, but we'll get there slowly, but we'll get there, with this shit we'll get there, but hell I was so upset, and then afterwards I realised, maybe, I just pushed this thing too far. But... And I never hacked your computers by the way. I don't know how to hack. I've been hacked, badly!
- Lady: Ja, we got hacked.

M2 K.W.

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KWR172

- Man 1: I don't have email anymore. I've got one email that Leon came and setup for me, and I use that. I never hacked, I have no interest in hacking your computers. I don't even know how to hack. I don't know what a hack is.
- Man 2: You guys had me so paranoid, I thought I was being hacked this evening.
- Man 1: No.
- Man 2: No I'm kidding. I'm saying when my computer wasn't working.
- Man 1: No my, oh we are driving my car the other day and the sound goes off, boom. No car kit. Now...
- Lady: It's a sad thing though. Sorry Angelo. Everyone is so paranoid. Like all of us are so (inaudible) paranoid. It's terrible.
- Man 2: Because, gatekeepers man. You know, that's what I'm saying...
- Lady: That's why I'm saying, I don't know why it can't just be like...
- Man 2: I specifically heard...
- Lady: ...pick up a phone to you or, you know, it's awful.
- Man 2: I specifically heard the guys saying, that Gavin you are not allowed to make this decision, um the board will make this. I heard that myself.
- Man 1: What!
- Man 2: I cant remember, remember its like, its like, because, because, because...
- Man 1: What are you telling me!
- Man 2: ...um, it was,
- Man 1: Guys, who...
- Man 2: I don't know what is was about, but it was...
- Man 1: Ok I want to ask you a simple question, have you got time? I want a simple question, lets put the dots together, lets join the dots. All right, I'm thinking, sorry it takes while, but sometimes but... If somebody says to Gavin, we'll take it to the board for decision,

MSJ L.H.

449  
KWR173

what flesh have they got on the table? What skin have they got on the table?

Man 2: Look um, I don't know...

Man 1: Excuse me! If somebody says to me, be it black, white, whoever, what skin have you got on the table? What have you (inaudible) on the table to be able to be in this position to tell me this? You built up the company? What did you build up? Explain to me what did you add value to? And it's simple questions. Guys join the dots here.

Man 2: Angelo...

Man 1: Uncover it. Think about...

Man 2: ...you can't even, you can't ask the question, because you know the answer.

Man 1: Because you know the answers already. I don't need to tell you this, you know it. You know exactly what to do. You need to call the board up. I hate saying this...

Man 2: The problem is Angelo...

Man 1: ...but I see the board as dysfunctional.

Man 2: Ja

Man 1: Tell me it's not dysfunctional.

Man 2: But these guys Angelo...

Man 1: Tell me it's not.

Man 2: These guys...

Lady: You know what my dad. You know what...

Man 1: Why is your father holding onto that board?

Man 2: But hear it from his mouth when you meet him, right. He's in P.E. this weekend, but hear it from, when you, when you see...

Man 1: I'll get on a plane, I'll fly to P.E. now, if I could.

Man 2: But if, go if you want.

Man 1: Because what is, what has Papa done for the company?

M2 K.W.

450  
KWR174

- Lady: Do you know, you know, I want to say something. You know what, you know for my dad...
- Man 2: You should go.
- Lady: ...you know how hard my dad actually is, like he can be hard, and he never actually admits anything, and for me the breaking point for I think, when I saw my dad hit like, when he was defeated, when he said to me, he said to me, Lindsay all we can do now is pray. We got to pray about it. He said, you know what, I didn't sacrifice 20 years, my family for 20 years, with my family, to build this company and lose it. And he's like, that's all I can say, we got to pray. And that's when I was like, this man is now...
- Man 1: Do you think your dad, do you think your dad for a minute, do you think your dad turn around and say, do you think your, do you think for minute that your father is being put under pressure by the darkies?
- Man 2: I'll tell you exactly what he said at my place. He said, he said they came to him and they said, your mess. They've even approached an attorney as a collective.
- Man 1: No, fucking hell.
- Man 2: I promise you.
- Lady: I don't know about that.
- Man 2: You'll hear...
- Man 1: Which, which fucking attorney?
- Man 2: He, no he told us yesterday.
- Lady: Ok, I wasn't there with you guys.
- Man 2: There's, he'll tell you um...
- Man 3: (Inaudible)
- Man 1: You know, I'll go into that company, I will personally go into that company, with or without permission, and I will fuck each of those kaffirs out there. I'm telling you now I will, I will. But you know what's happened? That Fez of yours is a little conniving bastard. He's a little shithead.
- Man 2: I don't think he has any influence with those guys, Angelo.

10/12  
L.H.

451

KWR175

- Man 1: No, no, no, no. Fez is a little mastermind. He thinks he is a mastermind.
- Man 3: Really hey?
- Man 1: I'm warning you about Fez. I will personally deal with Fez. Personally, I told him, I will come and deal with you. I will come and deal with you. Because he was sending me text messages running down the company, trying to get information out of me.
- Man 3: Really hey?
- Man 1: Yes, I'll show (inaudible) I've actually got them here. I've actually got them here.
- Man 3: Really hey?
- Man 1: Yes, Fez.
- Lady: (Inaudible)
- Man 1: Because he, think about when things started going wrong in the company. Fez. I had a major issue here one night with Fez and Jason. I called them here, here because I didn't want to deal with them at the office, I said to them come here and I sat them down, and Fez was saying why must I keep listening to a white man, he earns more than I do? And it was a chip on his shoulder. Papa had an issue with me, because I was a white man, and I did a job. But what does Papa actually do? You know Papa...
- Lady: There is a big white/black thing hey. There's a lot of (Inaudible)
- Man 1: Why!
- Man 2: Apparently, they are making it that thing. This attorney, you will know him, right.
- Man 1: What's his name?
- Man 2: He worked at...
- Man 3: I'm sure it's Peter somebody (inaudible).
- Man 2: He worked at ENS, and he was...
- Lady: Oh man, no (Inaudible)
- Man 1: Oh Peter! But your dad uses Peter!

452  
KWR176

- Man 2: and he's an absolute racist. Bryan, Bryan will tell you.
- Lady: Peter Tshive...
- Man 1: Tshivase, something like that
- Man 2: Apparently he's, apparently he's an absolute racist
- Man 1: Oh my God.
- Man 2: And he wants to (Inaudible)
- Man 1: That kaffir just needs a good hiding!
- Man 2: And apparently Angelo, he's made it a racial thing, but...
- Man 1: But who, who brought him into the company?
- Man 2: I don't know. Let Gavin tell you.
- Man 1: I had a fight with that guy. I know the Peter you talking about.
- Man 2: I don't know him.
- Man 1: I don't even think he is a South African.
- Man 2: I just know this guy, apparently, apparently, he is an absolute racist. Bryan also says he is a racist. Apparently he is known for it.
- Man 1: I'll take him head on.
- Man 2: And apparently, but ask Gavin, because obviously I won't know the specifics.
- Man 1: No, no, but you see guys, what you need to do, I'll help you, is just target them. Ismail you're not competent, get out. You can.
- Man 3: (Inaudible)
- Man 2: I think it's going to take some time though Angelo, because these guys are make, these guys are making it a racial fronting thing.
- Man 1: That explains why, I'm telling you now. I don't think your father wanted to rid of me. I think Papa wanted to get rid of me, and Lindy wanted to get rid of them. Because there's always been a caucus between Papa, Lindy. There's a caucus between Louis and Papa as well, and Coleen and Papa, but I'll get to the bottom of it.
- Lady: That's that, no not really Angelo. You'll be surprised.

453

KWR177

- Man 1:** I'll get to the bottom of it. I'll find, if you want me to find out, I'll find out. Ask this man, he's seen some of the stuff I've found out.
- Man 2:** Hell man, I'm deleting all my whatsapps.
- Man 1:** I can find out things, I can even, and I will confront your dad about certain things, because I don't like what he is doing. It's not right what he has done to your mom. (Inaudible)
- Man 2:** But Angelo, speak to him. Speak to him. Because I don't want to speak out of turn here, but speak to him. But he said, but he said, look. That's why said, that's why I said, remember I said to you yesterday.
- Man 1:** Who introduced De Jager to the company, really?
- Lady:** That, I don't know.
- Man 1:** Was it Joe?
- Man 2:** That's what...
- Lady:** Was it?
- Man 1:** Joe?
- Lady:** I have no idea.
- Man 2:** That's what, so that's the connection
- Lady:** I only got introduced to him (Inaudible)...
- Man 2:** I just told you the connection Gavin told me.
- Lady:** ...providing services.
- Man 3:** I think it, I think it was Joe, via (Inaudible)
- Man 2:** ACSA, is it via ACSA and RTT, and...
- Man 1:** No, no, no that is what they are telling you. RTT is the courier company, and they saying that he came via ACSA, via Joe, via Freddie Fourie, because you guys had to buy guns from Freddie Fourie.
- Man 2:** No, no, that was another thing, but, but Freddie had worked, Freddie had worked...

ms J. L.

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KWR178

- Man 1: That was, that was another issue, was guns...
- Man 2: Freddy had worked with...
- Man 1: ...and I asked the question (Inaudible) five hundred glocks, you had five hundred glocks in the safe...
- Man 3: - Ja no, eight hundred pump actions or something man. Eight hundred shotguns or something in the safe.
- Man 1: - 32 CZ's, 14 LM1's.
- Lady: You see I don't even know this stuff. (Inaudible)
- Man 2: But you know who is, you know who is the best, for me you shouldn't need to ask us this. You should be hearing it from the horses mouth. And it shouldn't be gatekeepers.
- Man 1: But how, how do you fix it?
- Man 2: No I'm asking you that.
- Man 1: Papa used to get upset, because I used to go out and do my own thing. I never waited for him because I haven't got time. Trevor, please, Trevor a bomb can go off next to Trevor and he wouldn't even nudge. Really, Trevor is like, Trevor is like Romeo.
- Man 3: (Inaudible)
- Man 2: I haven't met him, but I've heard.
- Lady: Shame, I feel sorry for my dad hey.
- Man 3: (Inaudible) I've travelled with them a bit, to try and get these guys to come to meetings, to answer your phone (Inaudible)
- Man 1: You know what I told your father...
- Man 2: Angelo these things have been said to me hey from (Inaudible)
- Lady: But Angelo, Angelo, my dad has worked himself to death, you haven't seen him, he's finished.
- Man 3: No it's bloody exhausting, he's finished.
- Man 2: That's why he said to me, he said, he said his guys have said to him, you know what, if this, this is your mess, and and we'll put you

17/5 L. W.

455

KWR179

three in prison. Now I'm not saying that's to do, but that kind of threat is not a nice thing for him to hear.

Man 1: Tell them to fuck off.

Man 2: That's not a nice thing for him to hear from...

Man 1: I'll tell each one of those kaffirs where to get off.

Man 2: Those guys are all well remunerated.

Man 1: Joe Gumede, I will I will take Joe Gumede on, head on. Head on! Himself! You see Papa is a problem there, and Sasinya is a problem there. And Sasinya needs to go to jail with Talente Myeni.

Man 2: And it scares him because he says, it's become like a racial thing now.

Man 1: I don't care, but why did he allow it? Why?

Man 2: You right, you right, but the problem is, we're in the situation we're in. You know?

Man 1: You know what happened? I can tell you now Papa wanted me out there. Papa turned around, you know my son I told him this story, I don't want to go tell it again. You know my son, (Inaudible) had the greatest, my kids have the greatest respect for your dad. They were small, they used to hug him, around the legs, here, up to here. They used to hug him, not for money. They never took a cent from your dad. That the day, you know Giancarlo last night, he was upset, and he was, when he is upset that kid, I must say he's got a bit of brains. I mean, he must have a bit brains, shit, at least half of my brains. But anyway, you know he said to me, he says dad this is whats happening here is not right. And he said to me, you know dad, the one thing I can't understand is, I can't believe uncle Gavin said I was a druggie. You know they said he was selling drugs at the youth centre?

Man 2: Who said that, Angelo?

Lady: Who said that?

Man 3: What?

Man 1: Papa told your father.

Lady: Giancarlo was selling drugs at the youth centre.

Man 2: At the youth centre?

MA L.H.

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KWR180

Man 3: (Inaudible) that's bloody ridiculous hey.

Man 1: And it was influencing the youth centre. I was told that categorically. I was told my son was doing drugs.

(Inaudible sounds)

Man 2: But Angelo you know like 2 years ago you would have gone straight to Gavin with that. And these gatekeepers came in and prevented.

Man 1: Nobody would have told me that. Nobody would dare, because firstly I took my son for drug tests. First thing I do, is I do that. I used to be the most strictest parent, I had drug tests stashed in my cupboard. If the kids were here now, normally they were, when the kids were growing up the kids were here now. Now, they go to the bedroom and they think I'm a bloody stupid old fart. I'm not listening. That's what they do now and I catch them out every time. I walk in to the bedroom, what is he doing on your bed.

Man 2: Are you talking about her boyfriend?

Man 1: I'm talking a little bit louder so she can hear.

Man 2: Oh my word.

Man 1: Then I think I was bloody 18 years old. But Anyway what I'm saying to you is, what I cant understand is how on earth does your father listen to Papa, Joe (inaudible).

Man 3: You know what I think it is also Angelo, because of all this turmoil (inaudible) you were like his rock for like 20 years:

Man 2: You make poor judgement when you are stressed out, hey.

Man 3: Then we had all this turmoil. He's lost that.

Man 1: But common sense tells us that, that why, who was the one that was instrumental to move me out? That's what I want to find out. I want to hunt that down.

Man 3: It's very difficult for remember for me, I'm an out

--- END OF AUDIO ---

Recording ends at 23:54PM on 24 August 2018

1017 K.L.

457

28/07/2019

SA cancels much-delayed private prisons tender, reviews PPP model

KWR181

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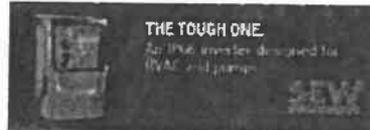
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LOGIN

# SA cancels much-delayed private prisons tender, reviews PPP model

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BY: **TERENCE CREAMER**  
CREAMER MEDIA EDITOR

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**T**he South African government has officially cancelled the much-delayed public-private partnership (PPP) procurement process for four new prisons, which would have added 3 000 additional bed spaces at the Paarl, East London, Nigel and Klerksdorp correctional centres.

The procurement process was initiated in October 2003 when a transaction advisory team was appointed to study the feasibility of delivering the facilities in partnership with the private sector.

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The request for qualifications were released in October 2007 and the final tender on September 30, 2008. The bids were

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28/07/2019

SA cancels much-delayed private prisons tender, reviews PPP model

KWR182

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6

REAL ECONOMY NEWS IN REAL TIME

Mapisa-Nqakula, who took over the position in May 2009, instituted a policy and operational review, during which the bids were "not opened or evaluated" and were kept in a secure facility.



LOGIN

Mapisa-Nqakula said the review highlighted a number of financial and operational problems with the PPP model, including the fact that it conflicted with policy stipulating that security and custodial services of the State not be handed over the third parties.

She acknowledged that new prison capacity was still required, owing to ongoing overcrowding. But also insisted that South Africa needed to find new solutions to dealing with offenders beside incarceration.

The department had, thus, issued a tender for electronic tagging as one possible alternative and would be seeking to promote the solution within the Justice and Security clusters.

It was also interrogating other legislative provisions to help it deal with overcrowding, such as the better use of the parole systems and allowing for a greater portion of sentences to be served through community service programmes.

Additional facilities would also still be built, but the Minister offered no specifics save to say that it was a "myth" that construction jobs would be lost as a result of the cancellation of the PPP tender.

Bidders had been give the option to revise their offers to confine their involvement to construction and maintenance, but indicated that the PPP would only be attractive if they were also involved with the custodial services.

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KWR183

# ITALIAN BUSINESS MAN OF THE YEAR

NOMINATION  
AND MOTIVATION  
2014

A black and white portrait of Angelo Agrizzi, a middle-aged man with short, light-colored hair, smiling. He is wearing a light-colored, long-sleeved button-down shirt and a dark, patterned necktie. The background is plain white.

**ANGELO AGRIZZI**

Italian born, Angelo Agrizzi, is the Chief Operating Officer of the BOSASA Group of 80 companies – a position he has held from inception. Business development acumen is profoundly evident within the fifteen year lifespan of the Group. In his COO capacity and with a demanding and significant portfolio, he has remained at the forefront of helping to drive the Group into a powerful brand in South Africa. From small offices in Krugersdorp and (a small team of eight members of personnel), it now has 4000 employees and a well-established national footprint. With an entrepreneurial mind he has been able to identify local and global business opportunities and product needs. The brand has been successfully consolidated through public acknowledgement of product, service delivery worldwide and authentic corporate social responsibility programmes.

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KWR184



## A GLOBAL PLAYER

Analysing global and local events, Angelo annually sets his own standards of delivery which become his constant point of reference based on the following: **uncompromised integrity, mission critical business responses to evolving events nationally and globally, service to the national interest for economic growth, localised community development in all provinces, resilience in a changing environment, job creation, education and innovation.**

He is nominated for this prestigious award because of the expanded value he has added to the triple bottom line (King 11's corporate good governance soft law) approach to organisational development in a rapidly changing and challenging environment. King 11 has been accepted as a governance model in sixty countries inclusive of Italy. Leaning on the culture of high morale, productivity and loyalty he

has created, he has cushioned the staff against the fiscal crisis. This he has achieved with regular interaction, Company updates, wellness support, orientation to events in the global community, a commitment to streamlining services and emphasizing 'a cycle of excellence and quality of delivery.' Motivated personnel willingly volunteer their traditional free time to ensure benchmarks have been met resulting in palpable evidence of integrated team work. The loyalty of personnel that Angelo Agrizzi commands towards his vision lends credence to both his signature and ability to translate strategy into reality. Personnel simply trust him.

As an Italian business man Angelo believes that at any one time he is carrying a flag for Italy. As such he knows that exemplary performance as a captain of industry is required of him adding to the existing prestige of Italy and the prowess of its own achievers who live in South Africa and make their unique contributions. He does not lose sight of his responsibilities to South Africa with this paradoxical and dual identity.

Agrizzi has been described as a visionary by his peer group 'for seeing the world in a grain of sand' and then acting on this.

As a proud member of a distinguished Italian family he has dedicated time and energy into celebrating the contribution of the Italian community in South Africa.

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KWR185

Believing that he and his family represent their Italian roots, it is incumbent on all to be leading achievers in their field, contributing to the world of scientific knowledge and learning. Angelo embraces close family ties. He and his wife succeeded in producing a family of high achievers in the socio-political, economic and medical terrains.

## A SUSTAINABLE ECONOMY AND FUTURE VISION

Angelo is a student of global events and an entrepreneur of note. Observing that the oceans globally are being gutted of fish and that many species have declined by nearly 90 percent, he helped to drive a scientific team to provide meaningful and ecofriendly aquaculture solutions. What was needed was a methodology that took pressure off wild catch fisheries. Wearing both his entrepreneurial and social responsibility hat, he focused on Aquaculture which has a high barrier to entry. Aquaculture growth in South Africa is below global standards but it has the potential to be a global leader with its innovative formula of sustainability. With South Africa contributing only 0.01 per cent, he focused his attention on supporting the Department of Agriculture, Forestry and Fisheries while developing a viable profitable business. A Biorganics company was born within the BOSASA Group which now fast tracks 'product development' and a sustainable food supply in a secure uncontaminated environment. This formula defies the global experience of unavoidable contamination providing solutions hitherto undiscovered by overseas scientists. Biorganics provides employment, career path development, poverty alleviation and provision of essential protein. This BOSASA Group division is seen to be a significant and developing contributor to local and national economic growth.



## GROWTH THROUGH RISK MANAGEMENT AND INNOVATION

As Chief Operating Officer he helped to turn a fledgling security company, Dyambu, with an annual turnover of R112,000,000 into a sophisticated risk management operation customised to most industry sectors, today known as the BOSASA Group of Companies. It boasts a significant turnover of R1.46 Billion.

FROM **R112,000,000**  
TO **R1,46BILLION**

Believing that innovation begins at home, Angelo has pioneered 'home grown' software by grooming a technology division into a sophisticated software development unit. This serves to promote knowledge management and the twelve main business units into a meaningful integrated whole.

*Angelo*

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KWR186

This software has been extended to Full Facilities Management as well as the hospitality industry from which he has historical expertise. The exemplary nature of this software was subsequently recognised by Microsoft headquarters with an offer to purchase what they regarded as unique intellectual property adding value to their existing software stable.

**Angelo has also honed Full Facilities management into an art and a science, declared as such by the leadership of Correctional Centres who have publicly celebrated this sustained service excellence.**

Angelo has made himself an expert on key point security providing risk management services to Airports and once more he earned accolades for service excellence sharing this achievement with his team. High level training of risk management staff at the airports, and absence of corruption in their ranks has led to a dramatic reduction of crime (theft, money laundering, hijacking, mugging and terrorism, drug smuggling and substance abuse). An ongoing scholar of the nature of terrorism and its groups coupled to publication of his blogs on various terrorism subjects, has also earned him

acknowledgement for counter terrorism endeavours in South Africa. This clearly is of global value with the borderless progress of terrorism and drug smuggling.

## PROVIDING EMPLOYMENT

Angelo has ensured that any entry point 'position' or work, such as cleaning or gardening can lead to a university degree for anyone with aspirations and drive. The BOSASA Group has extensive examples of individuals who have entered the Group as general cleaners and gone on to become accountants, executives, auditors, lawyers and doctors. The Group and its functional teams, under his leadership (BOSASA is the largest employer in the Mogale developing Metropolitan District by design) demonstrates heightened concern for the under privileged. They are known for taking vagrants and hawkers off the street, teaching them business skills, providing them with appropriate business resources and helping them provide for their families and often communities. Wherever he has initiated SMEE development skills and enterprises there is a measurable drop in crime.

Comments recorded below (in his work with offenders) are relevant to this paragraph. He is also actively engaged with community sports to keep the youth off the street, acquire disciplined thinking and healthy habits/outlooks. Resources for these sports as well as computer centres have been provided by the Group, under the aegis of his vision, for personal growth.

## GROWING PEOPLE

Despite a challenging schedule he finds time to mentor young employees into the bigger picture of running an organisation. He has been on the founding team of the Watson Corporate University which provides a wide range of short and long courses, and academic supervision of staff studying for degrees.

MD L. W.

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KWR188

## INSPIRING CREATIVITY

Angelo believes that for staff to be creative, it is incumbent on the Group to provide an environment conducive to innovation. Angelo's stamp can be seen in the landscaping, eco friendly design and the architecture of the Mogale Business Park which is the headquarters of the Group. His vision of employee wellbeing is exemplified by twelve Italianate business unit designs within an eco-park which has no peer. This business park sports a Mashie course, walkways (running pathways for those who wish to train), fauna and flora, a lodge, Diner, herb garden and secluded garden settings for staff to reflect on their work. With Springbok, tortoises, rabbits, Nyala, Zebra, peacocks, crown herons and thirty other varieties of bird life, this environment provides a unique setting to metaphorically inspire respect for diversity and individual or team creativity. International visitors describe this setting as 'paradise' for any person and it provides an environment in which essential work-life balance is guaranteed. Free advice on nutrition and exercise is provided and with Angelo's sponsorship and encouragement every Comrades event and major marathon has included BOSASA staff championing the brand and all it stands for.



*Mogale Business Park*



## EXPANSIVE SOCIAL RESPONSIBILITY

Angelo Agrizzi's approach to social responsibility is both holistic and supply chain oriented. His achievements in the corporate world are eclipsed only by his personal social responsibility drive (CSI) and serving the community and country beyond business interests. He believes not only in 'giving back' but being responsible as a citizen for the cooperative wellbeing of others.

*W. K. W.*

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KWR189

For twelve years this has manifested in a successful project where he set himself three criteria: the reduction of crime, employment creation and meaningful skills development.

Trading on his own skill set and knowledge he has pursued a line of community and individual development where he has proof of concept.

Angelo's outreach goes where few corporates venture - correctional centres. Social stigma has been a contributory cause of this normative corporate 'avoidance' behaviour. The South African 'prison' environment is unique and relative to the high crime rate, unemployment, illiteracy and nature of offences. Noting the nature of several academic research papers in which it is reported that 80 percent of prisoners in South African Correctional Centres are illiterate, undernourished, come from underprivileged backgrounds and are 'groomed' into crime, he undertook to drive meaningful change.

Offenders, in conflict with the law and therefore incarcerated are deprived of liberties that most people take for granted. Lack of budget, skilled personnel, and the complex nature of South African prisons has led to thousands of offenders being compromised health wise. High density living in a cell due to high crime rates and concomitant incarceration statistics leads to existing health conditions being adversely affected and the acquisition of other diseases. Mental health issues are

also central to imprisonment.

Angelo is therefore driving his three pronged approach to rehabilitate offenders, encouraging health and growing marketable skills on parole.

A research centre for prison health care is currently being developed under his leadership. This centre will provide benchmarked research for the benefit of Correctional Centres on which government can make informed decisions, reduce costs, manage more efficiently and build capacity. It will therefore serve to contribute to public health in the long and short term. Its value as a research centre will extend globally.

### HLUMANI

Hlumani is a project started by Angelo at Pollsmoor whereby Correctional Centre available land is converted for agricultural purposes. Offenders are taught sustainable farming and they produce crops from which the Correctional Centre benefits as a fresh produce supply. These skills

# 80%

OF RSA PRISONERS ARE...

- \* ILLITERATE
- \* UNDERNOURISHED
- \* UNDERPRIVILEGED

MJ C. W.

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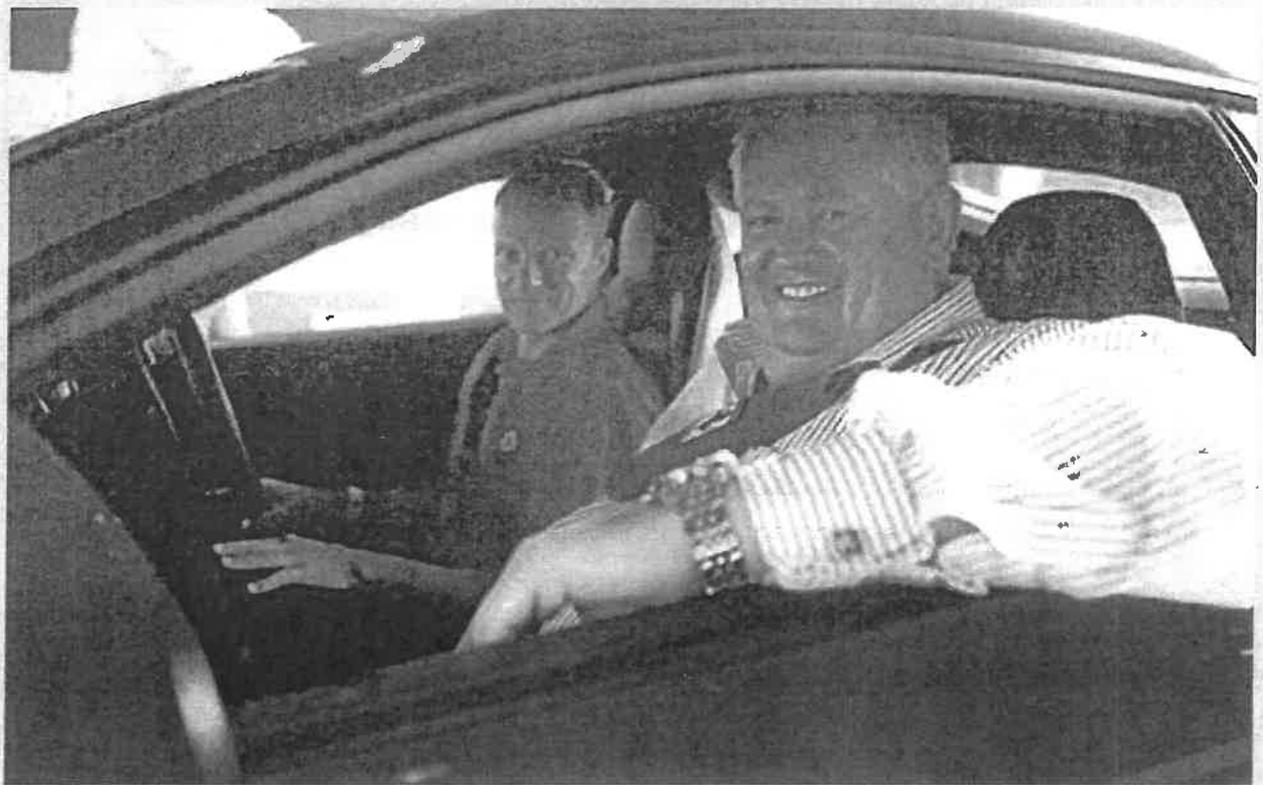
KWR191

## CONTRIBUTING TO THE NATIONAL INTEREST

It will be noted that a common denominator exists with all of the above. As an Italian, Angelo does not forget his obligations as a South African citizen. He therefore believes that whatever he does with his teams, the national interest must be served. This is evident as a golden thread throughout this motivation. It also consolidates bilateral trade and investment and reciprocal respect.

## PERSONAL LIFE

Angelo is an avid and eclectic reader to which his library collection will testify. He is a passionate supporter of all things Italian and Ferrari is no exception, being an active member of the Ferrari Club. Any visitor to his office will be treated to a range of Ferrari models, the fine detail of which he has himself crafted with intricate patience and care.



*Ferrari Club*



MS J. L.

466

KWR192



Both Angelo and his wife Debbie raise specialist trained Capuchin monkeys (the most intelligent new age primates) in conjunction with Helping Hands an organisation committed to placing helper monkeys with the critical disabled - the latest primate helpers being Romeo and Juliet. These phenomenal animals are trained to fetch remotes, switch lights on and off on command, thereby assisting those less fortunate. These tasks are traditionally seen by able bodied people as menial.



Angelo's has gourmet interests in his own domestic kitchen and the culinary arts. He enthralls his family and friends with his engaging warmth and hospitality, coupled to his enduring interest in and knowledge of Italian cuisine which he promotes with panache. He has intimate knowledge of the history and cuisine of all Italy's regions as well as the latter's contribution to global cardiovascular health. He promotes this 'health knowledge' for the welfare of his staff. His other hobbies suggest a newly discovered flair for interior design, drawing on the globally famous Italian experience, textiles and furniture. To this add gardening at his much loved home where he demonstrates his concern for the environment, testing eco-friendly design, and flora choices. He is also an expert on the famous gardens of Italy.



**THIS NOMINATION IS ENDORSED BY COLLEAGUES, CLIENTS, FRIENDS AND EMPLOYEES WHO SHARE AN ENDEARING LOVE AND RESPECT FOR HIM AND BELIEVE IN HIS ABILITY TO DRIVE A SAFE, SUSTAINABLE FUTURE FOR ALL.**

M. K. h.

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EMAILS WHERE AGRIZZIS RECKLESS MANAGMENT WAS ADDRESSED KWR193

From: Angelo Agrizzi <Angelo.Agrizzi@bosasa.com>

Date: 2017/03/06 17:31 (GMT+02:00)

To: [REDACTED]

Cc: Gavin Watson <Gavin.Watson@bosasa.com>

Subject: Re: Directors Meeting Minutes - 20 February 2017

Could I please be notified of the details of the accusations so I can prepare a suitable response to be provided to the board in terms of the alleged "Reckless Management"

I do have a right to question the veracity of the accusations with the chairman and the board members

Angelo Agrizzi  
Group Chief Operations Officer  
Bosasa Group of Companies

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

Tel: +27(0)11 662 6033  
Fax +27(0)11 6626138/9  
Mobile:+27(0)82 902 8091

Skype: Angelo.Agrizzi

Angelo.Agrizzi@Bosasa.com  
Angelo.Agrizzi@me.com (Pvt)  
Gina.Pieters@Bosasa.com

[www.bosasagroup.com](http://www.bosasagroup.com)  
[www.angeloagrizzi.com](http://www.angeloagrizzi.com)

Personal Assistant  
Gina Pieters  
+27 (0) 11 662 6000  
Gina.Pieters@bosasa.com

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

page3image15720

On 06 Mar 2017, at 13:27, [REDACTED] wrote:

Afternoon Angelo,

I note your e-mail and comments therein.

468

KWR194

I wish to place on record that the minutes transcribed are a true reflection of what was discussed at the meeting.

Regards

Bosasa Operations (Pty) Ltd

Mogale Business Park

Tel + 27 11 662-6223

Fax + 27 11 662-6138

Fax2Email +27 11 662-6323

Mobile 082 410 3412

e-mail

website www.bosasa.com

From: Angelo Agrizzi

Sent: Sunday, March 5, 2017 5:49 PM

To:

Cc: Gavin Watson <Gavin.Watson@bosasa.com>;

[Redacted email body content]

Subject: Re: Directors Meeting Minutes - 20 February 2017

I am of the opinion that these minutes are instructed and not the true reflection of proceedings I will challenge them in due course

Thanks you

Angelo Agrizzi

Group Chief Operations Officer

Bosasa Group of Companies

MG [Handwritten signature]

469

KWR195

**The Bosasa Group**  
**Mogale Business Park**  
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**Tel:** +27(0)11 662 6033  
**Fax** +27(0)11 6626138/9  
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www.bosasagroup.com

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**Personal Assistant**

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

page3image15720

On 03 Mar 2017, at 14:19, [REDACTED] wrote:

<image001.gif>

Afternoon Board Members and Invitees, **THANK YOU**

Herewith a copy of the minutes of the meeting held on 20 February 2017 for perusal.

Please let me have any comments by Wednesday, 8 March 2017.



470

KWR196

Regards

[Redacted]

Bosasa Operations (Pty) Ltd

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Mobile 082 410 3412

e-mail [Redacted]

website www.bosasa.com

-Bosasa Operations (Pty) Ltd (AGM)2017.2.docx

MJ K.L.

471

KWR197

From: [Redacted]  
Date: 2017/03/06 12:53 (GMT+02:00)  
To: Angelo Agrizzi <Angelo.Agrizzi@bosasa.com>  
Cc: Gavin Watson <Gavin.Watson@bosasa.com>

[Redacted]

Subject: RE: Directors Meeting Minutes - 20 February 2017

Dear Angelo,

I am in receipt of your e-mail, the contents of which have been noted.

I will communicate with the Board in respect of your request and respond thereto in due course.

Regards

[Redacted]

Bosasa Operations (Pty) Ltd

Mogale Business Park

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Fax + 27 11 662-6138

Fax2Email +27 11 662-6323

Mobile 082 410 3412

e-mail [Redacted]

website www.bosasa.com

From: Angelo Agrizzi  
Sent: Sunday, March 5, 2017 5:15 PM  
To: [Redacted]  
Cc: Gavin Watson <Gavin.Watson@bosasa.com>

[Redacted]

Subject: Re: Directors Meeting Minutes - 20 February 2017

[Redacted]

MO L.W.

472

KWR198

Trust you are well

As I was not in the board meeting I would request a meeting with the board to clarify the issue regarding my "Reckless Behavior" regarding the break in trust alleged as this was in fact an instruction from Gavin Watson and the legal advisor Lindsay Watson who at all times was aware of the action taken whilst I was on sick leave. Mr Gumede the chairman was also well aware and even the aforementioned board members were at meetings conducted in conjunction with myself.

I dispute that the board meeting in fact discussed this matter and that Gavin Watson and the board makes reference to myself as being reckless. Please convene a meeting with both the shareholders and the board so that I may present my case as alluded to as well as clarify the reckless behavior claimed by Ms Leyds, which I will challenge.

I can most definitely point out to the board the extent of reckless actions taken and will prepare the relevant documentation for your perusal.

It has become evident that the board meeting scheduled was set up to merely discredit my ability and therefore would like to have my right to defend the matter as it reflects as a personal indictment of my rights as an office bearer being accused and judged by a board without having the opportunity to register a defence

**Angelo Agrizzi**

*Group Chief Operations Officer*

*Bosasa Group of Companies*

**The Bosasa Group**

**Mogale Business Park**

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[www.bosasagroup.com](http://www.bosasagroup.com)

[www.angeloagrizzi.com](http://www.angeloagrizzi.com)

MA K.L.

473

KWR199

Personal Assistant

Gina Pieters

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

page3image15720

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<image001.gif>

Afternoon Board Members and Invitees,

Herewith a copy of the minutes of the meeting held on 20 February 2017 for perusal.

Please let me have any comments by Wednesday, 8 March 2017.

Regards

[REDACTED]  
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e-mail: [REDACTED]

website: www.bosasa.com

<Bosasa Operations (Pty) Ltd (AGM)2017.2.docx>

MA K.L.

474

KWR200

Vendor ID	Document Type	Document Date	Document Number	Document Amount
WEA001	Invoice	08/12/11	8417	4 747.23
WEA001	Invoice	09/02/28	12687	5 375.97
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WEA001	Invoice	09/04/20	16474	4 548.37
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WEA001	Invoice	09/04/20	16473	5 458.05
WEA001	Invoice	09/04/14	15937	10 006.44
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M.D. K.L.

475

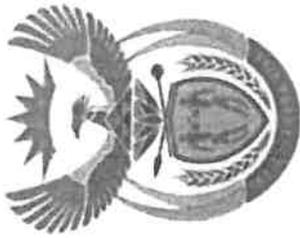
KWR201

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MPJ K. L.

476

KWR202



# LINDELA NEGOTIATIONS

## Outcomes of Deep Dive

*Contracts & SLA Stream*

04 December 2007



**feverTree**  
CONSULTING

**ATKEARNEY**

*M. K. L.*

477

KWR203

**The biggest problem identified with Lindela is the current pricing structure and we were tasked with undertaking a deep dive to renegotiate the current pricing arrangements**

**Background:**

- The facility has a capacity of 4 000+ people but contractually the minimum payment per month is based on an average occupation of 3 250 people per night
- At the start of the contract the average occupation was above this threshold, but changes in the deportation procedures, from once a week to 3 times a week, caused this number to drop dramatically to ~1500 on average currently
- Although there is no indication that this number will go back up in the near future indications are that the facility will still be required for approximately 4000 people
- The number of people going through the facility remains constant even though the number actually accommodated has dropped
- The contract duration is 10 years, starting October 2005 and there is a review option every 3 years, making the first possible review date September 2008 but we are doing that in November 2007

With the changes in occupancy levels at Lindela, it is in DHA's best interest to address the pricing and contract issues to optimize the overall strategic value and costs of the deportation services

478

KWR204

# In our discussions with Bosasa, the service provider, we adopted the following approach to address Lindela's pricing structure

## Approach

← Oct - Nov 2007 →

← TBC - 2008 →

### Step 1.

Negotiate short term compromise on pricing

#### Analysis

- Developed a costing model to determine total costs for Lindela
- Did a detailed internal analysis on Lindela's costs/ structure
- Developed trend analysis of past and future occupancy rates

#### Preparation

- Met with internal DHA personnel and finalised costing model and strategies for negotiation
- Assessed DHA levers (legal, relationship based, external pressure, etc.)
- Assessed Bosasa's levers and developed mitigation plans
- Develop strategies to engage Bosasa in a constructive manner

#### Negotiate

- Met with Bosasa and presented 10 year as-is analysis and areas of negotiation
- Provided feedback and tested outcomes of negotiations internally within DHA
- Aimed for a win-win solution without major legal challenges since DHA is in a contractually weak position

#### Follow through

- Followed through what was started even if outcome is less than expected and now obtaining approval from DG for contract/ pricing changes

### Step 2.

Full contract amendment/ review

#### Analysis and contract amendments

- Assess all contractual issues that need to be addressed and finalise new contract/SLA after discussions with DG/EXCO

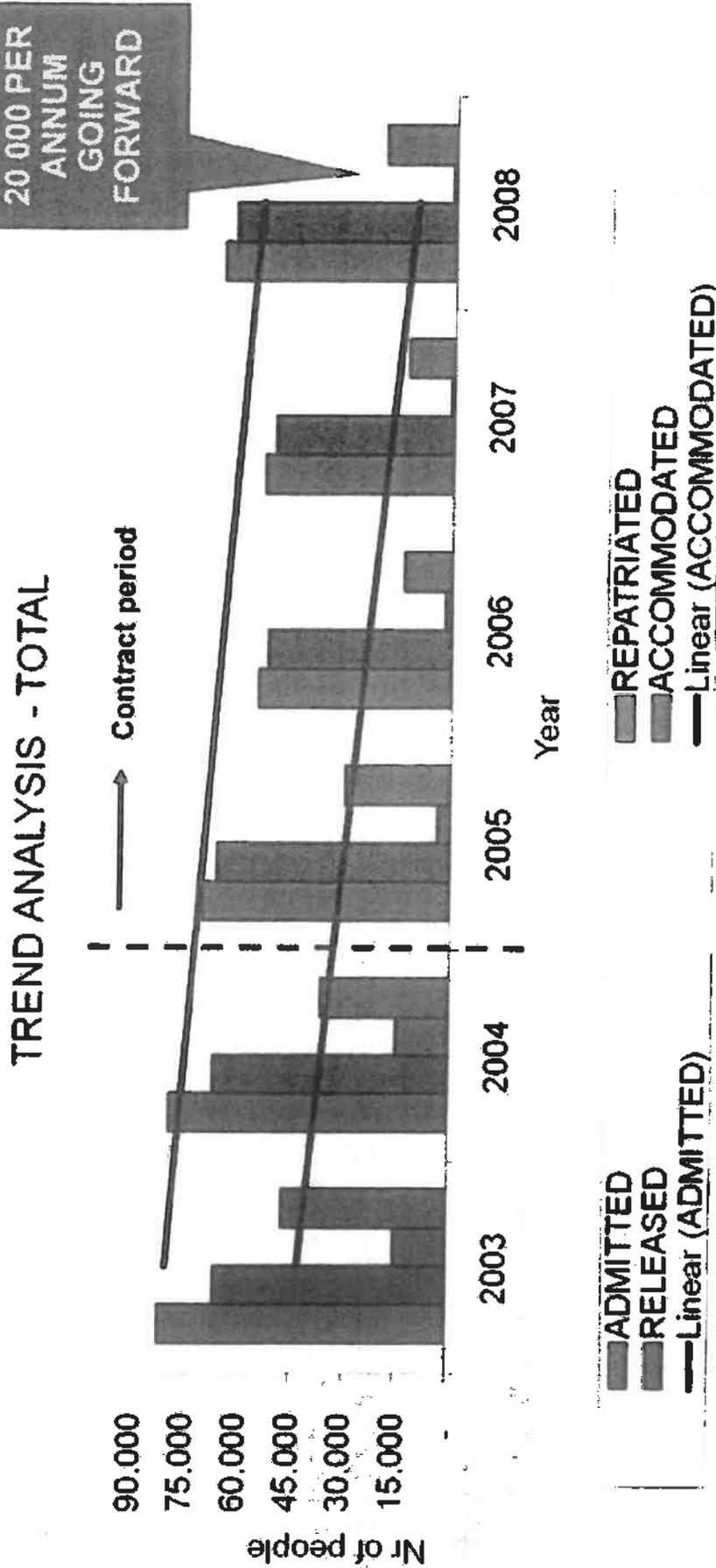
NOTE OUR WEAK POSITION CONTRACTUALLY

479

KWR205



Although the average occupation has reduced from 3 250 to 1 668 people per night, the actual throughput of the facility has remained relatively stable



Therefore, negotiations are based on projected costs of 1 668 pppd average. However, capacity requirements maintained at 4 000 until a full deportation model is developed that optimises the total flow of detainees and can level out peak demands

172 L.H.

480

KWR206

**Understanding the weak contractual position that DHA finds itself in, the following levers were identified as a basis for renegotiation.**

**Bosasa Levers**

- Major public attention on costs of facility
- Have 7 years to go – long term contract
- No immediate alternate use for facility
- Contractually strong position – purpose built facility
- Change in deportation processes and therefore necessitates renegotiation
- 3 year review falls due in 2008
- Other opportunities to consider for loss in revenue eg medical facilities

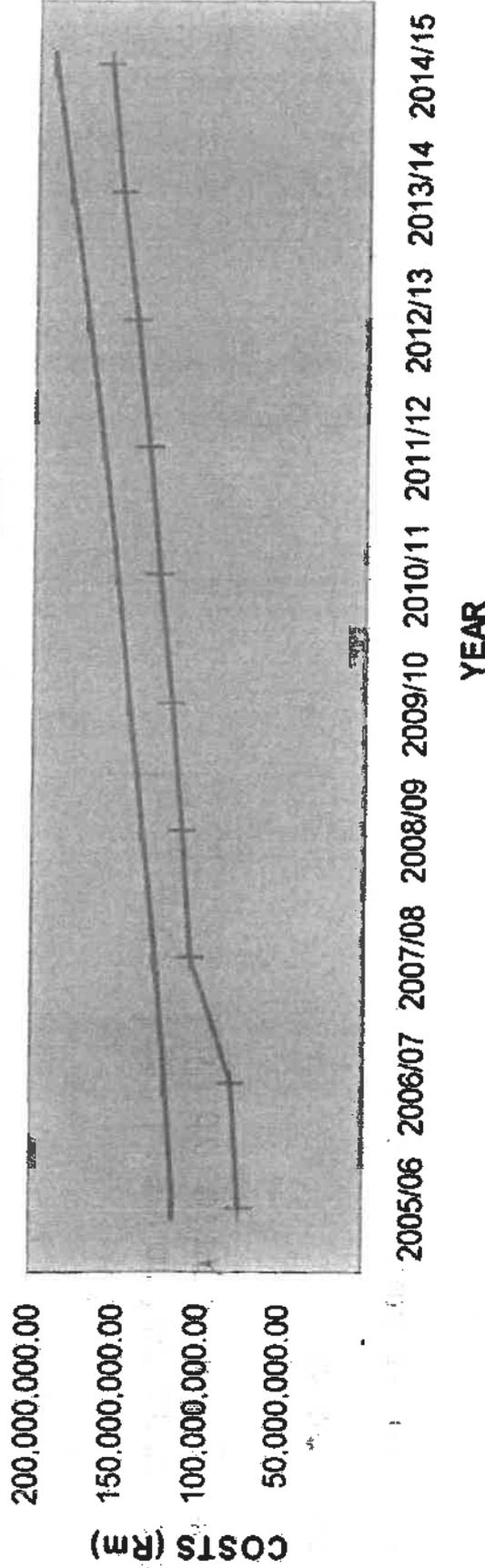
**DHA Levers**

- 3 year window falls due in 2008 – can wait to renegotiate
- Major focus from Portfolio Committee
- Change in deportation processes
- Variable component of the facility has changed - now less than 1500 accommodated per day
- Still need facility for 4000+ admissions per day
- Use of facility for other uses
- Capacity of 2 520 if have 30 people per room per Ministers directive

**An agreement had to be reached to restructure the contract and pricing to cater for clearly identifiable and justifiable fixed and variable components**

**Based on the original tender, DHA has a contractual obligation to Bosasa of R1,5b over 10 years but is paying a lower monthly fee based on reduced occupancy**

**BOSASA COSTS AT A GLANCE**



—+— Bosasa Costs (What DHA Pays Now) ——— Bosasa Costs (What DHA Should Pay)

**The reduced payment may be subject to a dispute and needs to be addressed in the contract re-negotiation and new pricing model**

KWR207

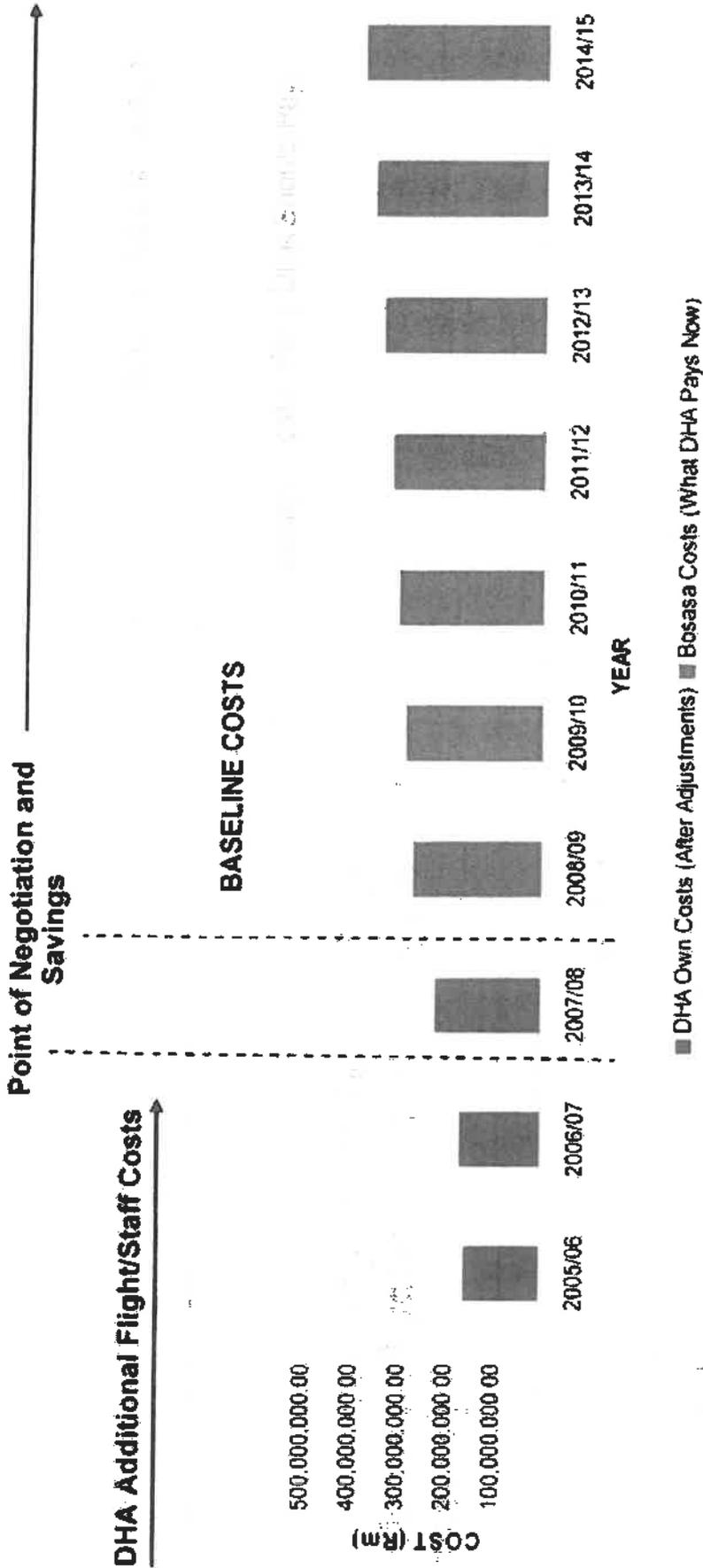
481

482

KWR208



# A full baseline costing, including DHA internal repatriation costs, in order to match eventual savings against the complete deportation cost



### Assumptions:

- Total costs paid to Bosasa will be per the original tender
- Only the additional transportation and staff (12 border posts) costs have been included in the DHA calculations

Analyzing the baseline shows the total cost of DHA's operations has been rising steadily over recent years, and will continue to do so in the future

Handwritten initials/signature

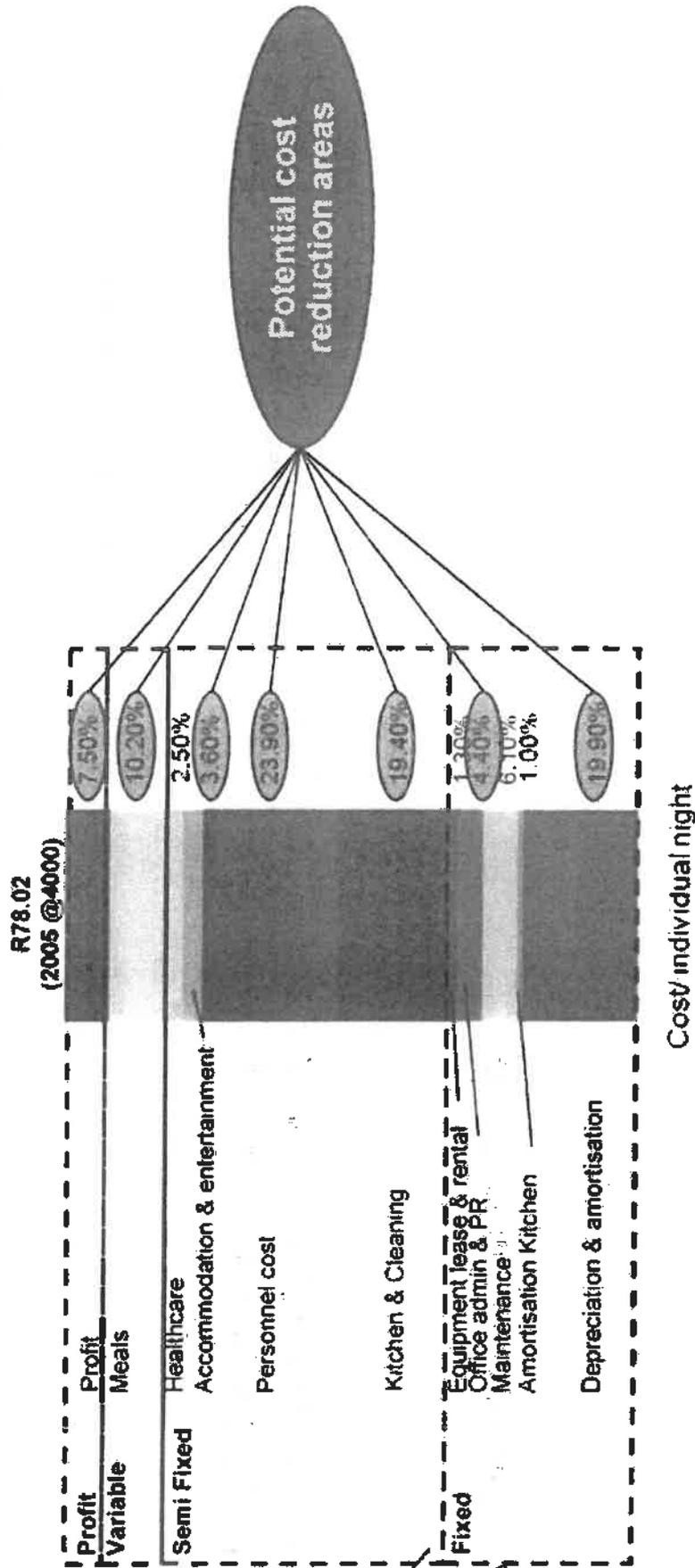
483

KWR209



When comparing Bosasa's current cost breakdown to a should-cost analysis we identified areas where cost reduction cost can be negotiated

Cost Breakdown Bosasa<sup>1</sup>



Although this breakdown consists of fixed, semi-fixed and variable cost, the way the existing contract is structured they all become semi-fixed

Note: (1) Based on Bosasa reported cost (both in contract and in recent visits) and tested with both Bosasa and DHA officials

484

KWR210

**Initial negotiations with Bosasa have shown a clear willingness to lower cost, both in fixed and variable cost**

**Overview of potential savings categories based on 1 600 occupancy**

Type	Category	Savings
Variable	Meals	Make 100% variable; decrease from minimum of 3 250 to average of 2 000
	Bedding & Linen	18.75% reduction
	Toiletries	50% reduction
Fixed	Depreciation	100% elimination
	Kitchen amortisation	100% elimination
	Finance charges	100% elimination
	Admin charges	100% elimination
	Profit Margin	Note: cost reduction above will have multiplier effect on profit as well

Although Bosasa offered these reductions under a condition of a 5 year contract extension, DHA should only consider a 3 year potential renewal clause subject to performance.

**Important categories where no cost savings have been determined yet are personnel cost and amortisation cost, because more information is needed**

3/1/12

485

KWR211

**The preliminary savings negotiated with Bosasa, based on the original tendered values, equate to monthly savings of R640k per year when translated into current values**

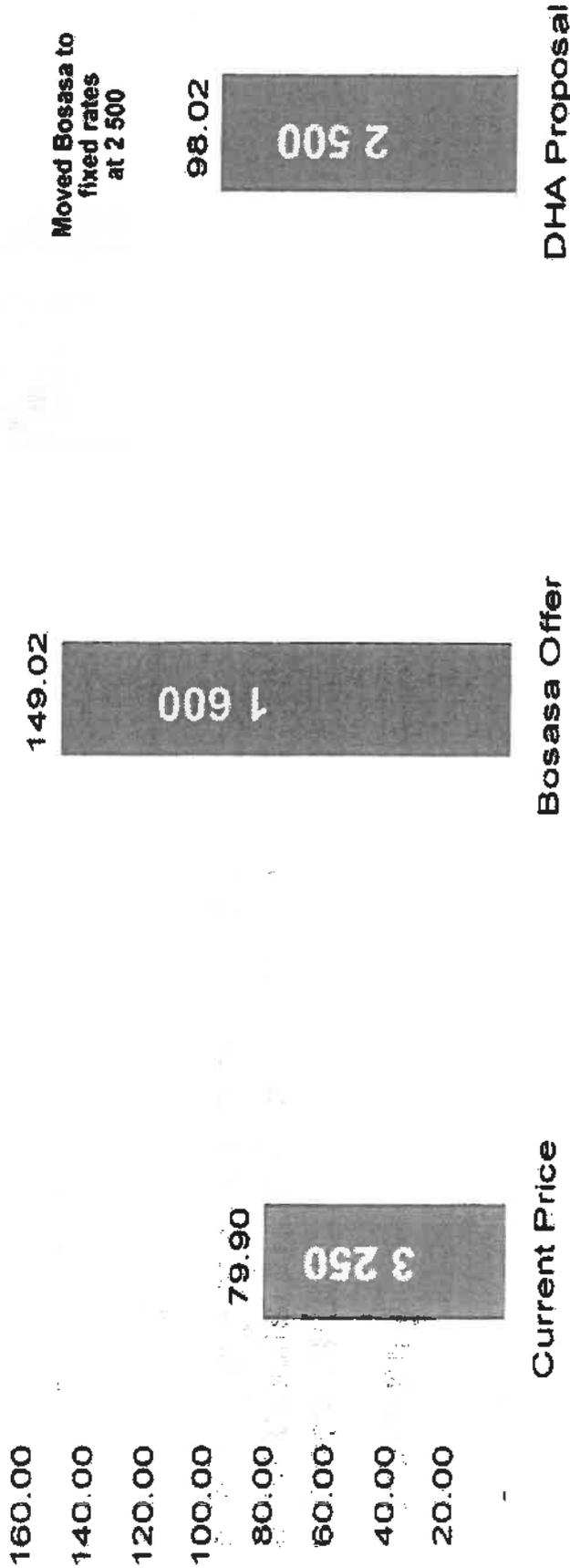
**Savings Summary**

DETAILS	2005	2006	2007
Bedding and Linen	27,680.63		
Building Depreciation	83,333.00		
Toiletries	171,000.00		
Kitchen Amortisation	91,770.00		
Finance Charges	13,680.00		
Admin Fees	182,970.00		
	<b>570,433.63</b>	<b>604,659.65</b>	<b>640,939.23</b>
<b>Annualised Savings</b>			<b>7,691,270</b>
<b>Savings for Remainder of Contract (2 500)</b>			<b>68,432,384</b>
<b>Savings on Tendered Prices ( 4 000)</b>			<b>364,477,957</b>



# Due to the restructuring of the pricing the rate per person will increase as the total occupancy reduces in the process

## Pricing per Capita Comparison



486

KWR212

The differences arise from the savings offered by Bosasa and the different occupancy rates modelled

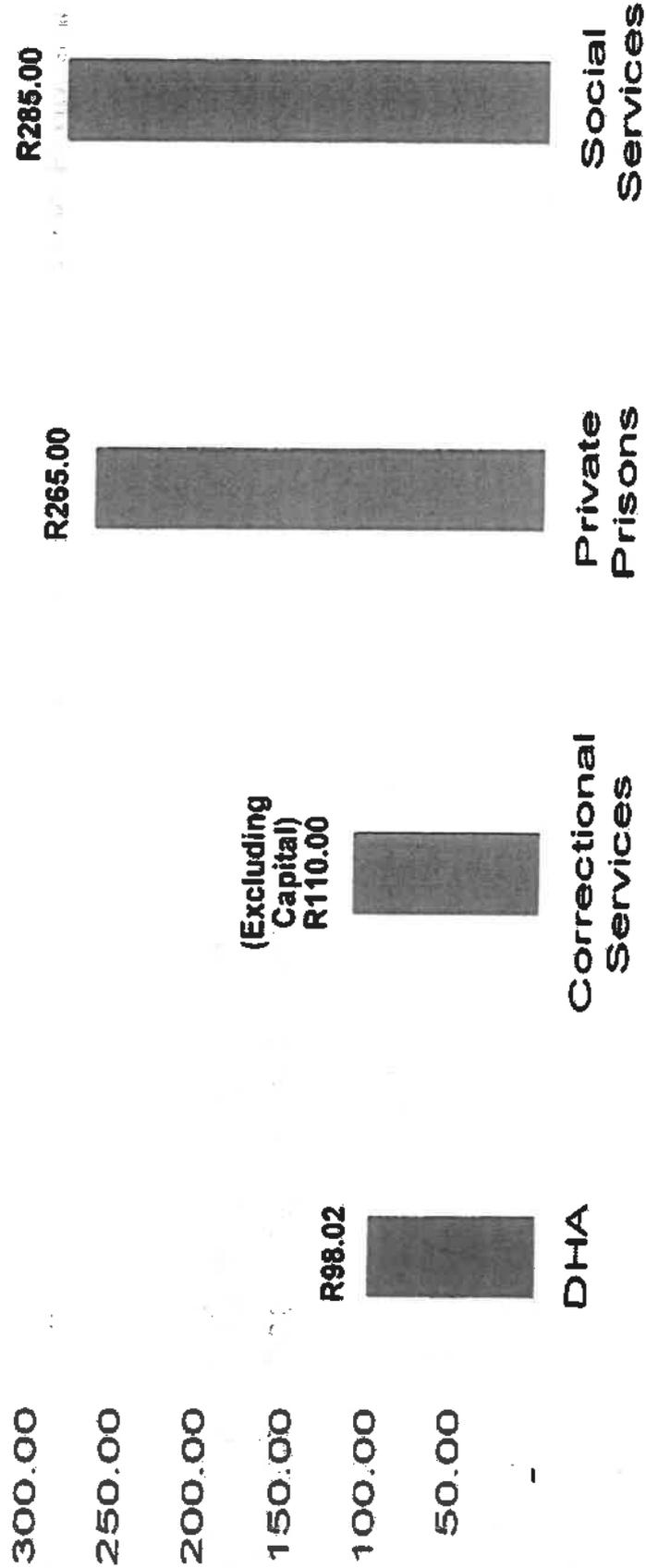
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487

KWR213

**This pricing per capita does however compare favorably with other institutions for similar services offered**

**Pricing per Capita Benchmarks for Similar Institutions**



372 L.H.

**We have not factored in savings from the capital costs and suggest that this be done in Phase 2 when the total deportation strategy is known**

- The Department still requires a facility for 4 000
- Indications are that additional facilities may be required elsewhere in the country and this will result in reduction in transportation costs to Lindela
- The Department is currently busy with this strategy
- The valuation of the current facility is in the process of being finalised
- We have also not increased the cost of medical facilities and the proposal is that this be provided by Bosasa to cater for lost revenue in other areas and the fact that DOH has not and cannot provide this service
- Refugee Affairs and Deportation processes linkages need to be finalised as there is a backlog in Refugee Affairs that may impact on the throughput at Lindela if the backlog is eradicated

488

KWR214

Whilst Bosasa have requested an extension in the contract period by 5 years we are proposing that this be increased by 3 years when the contract falls due for negotiation next year and the deportation strategy is finalised

487

KWR215

**In order to finalise the current pricing and contractual negotiations, we are proposing a 3 step process**

**Step 1**

Agree and finalise current savings offered by Bosasa and structure ito fixed vs variable pricing model

**Step 2**

Finalise valuation and re-look at Amortisation Costs

**Step 3**

Review Deportation Strategy and Network and Review (2) Contract

The proposed savings can be achieved immediately and thus allows DHA adequate time to re-look at it's deportation strategy and network and consider the rent vs buy options without compromising the service

490

KWR216

**The following resolutions are therefore required to finalise negotiations with Bosasa**

Resolution	Recommended Action/Outcome
<ul style="list-style-type: none"> <li>■ DHA retains capacity requirements but reduces running costs</li> </ul>	<ul style="list-style-type: none"> <li>■ Preferred and takes high and lows into account until alternate facilities acquired</li> </ul>
<ul style="list-style-type: none"> <li>■ Bosasa provides medical facilities at the facility and in particular pre-screening</li> </ul>	<ul style="list-style-type: none"> <li>■ Recommended as DOH has not and cannot provide this service</li> </ul>
<ul style="list-style-type: none"> <li>■ DHA has the option to purchase the building now and to pay Bosasa for management of facility</li> </ul>	<ul style="list-style-type: none"> <li>■ Asset accrues to DHA but requires capital outlay now – budget constraints and <u>non-core</u></li> </ul>
<ul style="list-style-type: none"> <li>■ Bosasa reduces monthly fee based on new valuation and DHA purchase building at end</li> </ul>	<ul style="list-style-type: none"> <li>■ Asset accrues to DHA without any increased capital outlay but DHA may have to increase "concession" period by 3 years but again non-core and therefore suggest pay reduced fee based on revised valuation</li> </ul>

The key question is what would be the best overall strategy and model for the whole R300m per year deportation process?

491

KWR217

Petrus Stephanus Venter: States the following under oath in English

1.

I'm an adult male, ID:7101245040083, 47 years old and currently residing at, 19 Lindhout street, Noordheuwel, Krugersdorp with contact number: 0824629527. Currently employed by D'Arcy-Herrman incorporated situated at number 269 Voortrekker road, Monument, Krugersdorp as a Tax consultant.

2.

On Tuesday the 8<sup>th</sup> May 2018 I was at my office working through all documents regarding African Global Group/ Bosasa, I found one document (marked as attachment AA:1 to AA:6). This document with heading "Trigger 1st Feb 2018 Media Intervention" consists of six pages, details various flow diagrams and schematics of a well-structured plan, of what detailed actions must / will be taken as well as the result or effect it will have on African Global and Gavin Watson.

This document was handed to me by Angelo Agrizzi, either during one of the visits that he did to my office during Sep / Oct 2017 or at the meeting we had at his house during Nov 2017.

I know and understand the contents of the above.  
I have no objection to take the pre-scribed oath.  
I consider the oath to be binding on my conscience.

*[Handwritten Signature]* 2018/05/18

Krugersdorp 18 05 2018  
ZNBjmael  
ZNBjmael  
118 Commansstr  
Krugersdorp

BUID-AFRIKAANSE POLISIEDIENS  
2018-05-18  
KRUGERSDORP  
SOUTH AFRICAN POLICE SERVICE

1 / 1

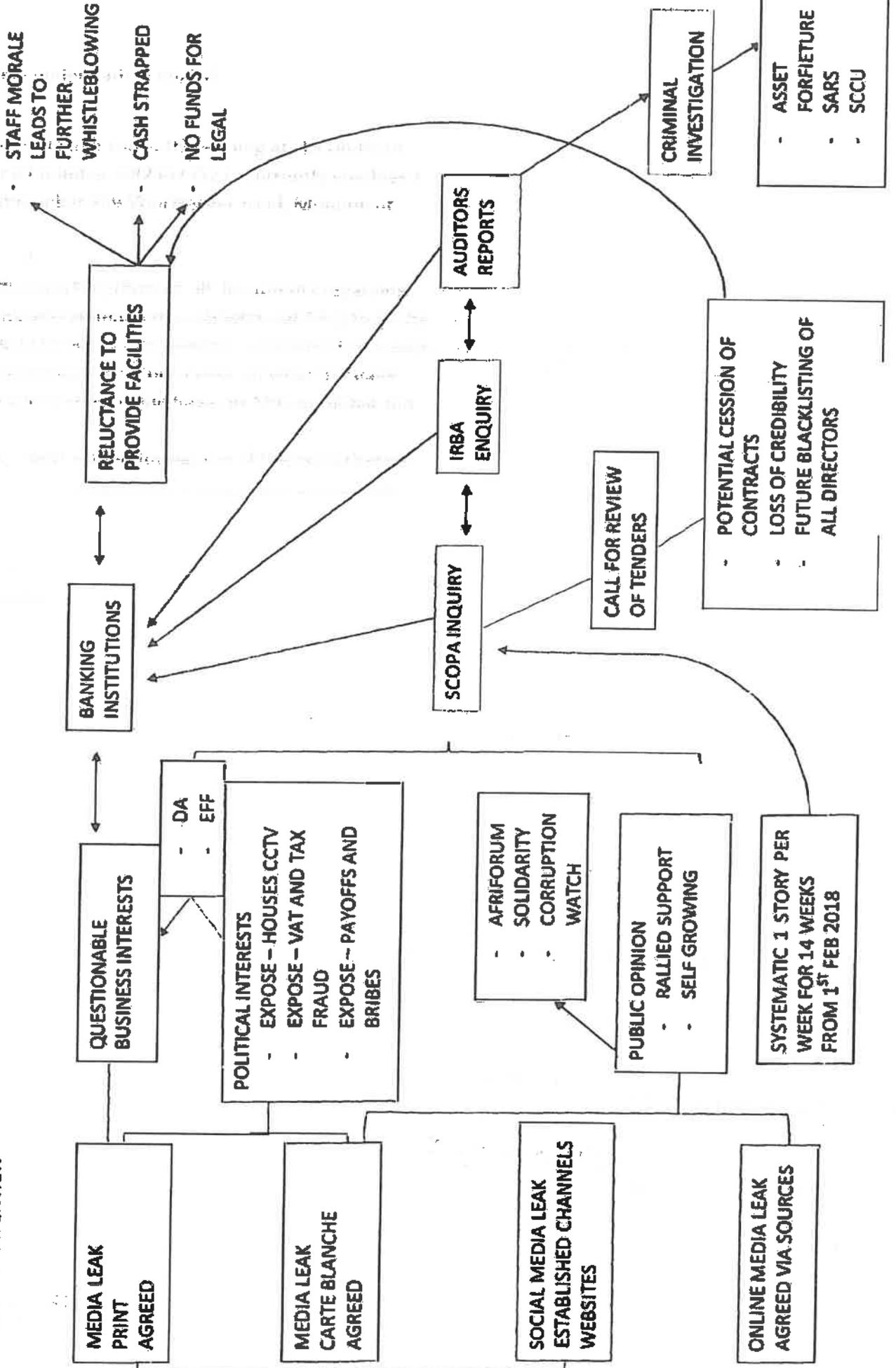
492

*Attachment: AA!*

KWR218

**NON-GOVERNMENTAL EXPOSE**

TRIGGER 1<sup>ST</sup> FEB 2018  
MEDIA INTERVENTION



QUESTIONABLE BUSINESS INTERESTS

- DA
- EFF

POLITICAL INTERESTS

- EXPOSE - HOUSES CCTV
- EXPOSE - VAT AND TAX FRAUD
- EXPOSE - PAYOFFS AND BRIBES

AFRIFORUM

- SOLIDARITY
- CORRUPTION WATCH

PUBLIC OPINION

- RALLIED SUPPORT
- SELF GROWING

SYSTEMATIC 1 STORY PER WEEK FOR 14 WEEKS FROM 1<sup>ST</sup> FEB 2018

POTENTIAL CESSATION OF CONTRACTS

- LOSS OF CREDIBILITY
- FUTURE BLACKLISTING OF ALL DIRECTORS

CALL FOR REVIEW OF TENDERS

SCOPA INQUIRY

IRBA ENQUIRY

AUDITORS REPORTS

CRIMINAL INVESTIGATION

ASSET FORTIETURE SARS SCCU

STAFF MORALE LEADS TO FURTHER WHISTLEBLOWING

CASH STRAPPED

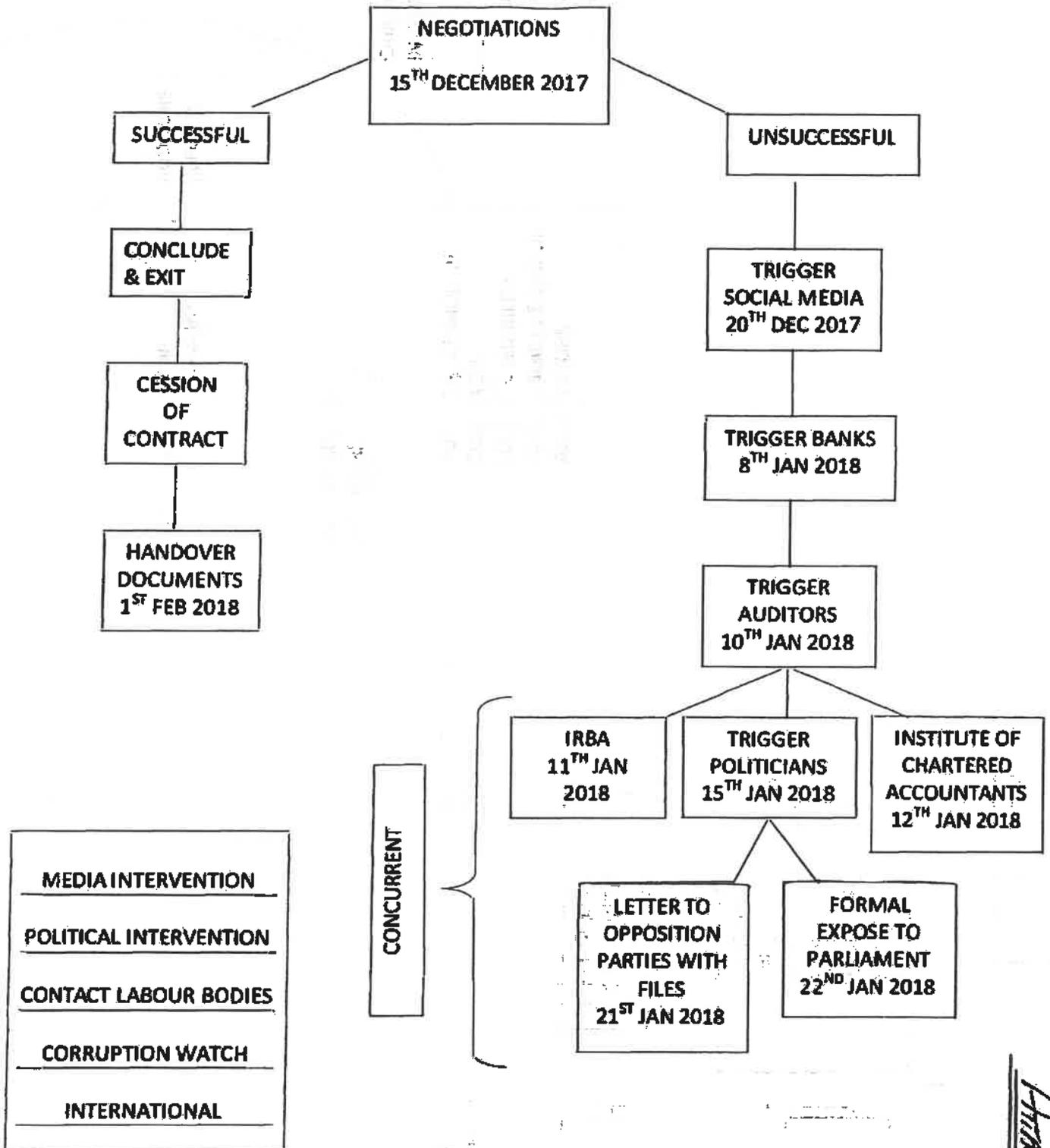
NO FUNDS FOR LEGAL

RELUCTANCE TO PROVIDE FACILITIES

BANKING INSTITUTIONS

493

KWR219



- MEDIA INTERVENTION
- POLITICAL INTERVENTION
- CONTACT LABOUR BODIES
- CORRUPTION WATCH
- INTERNATIONAL

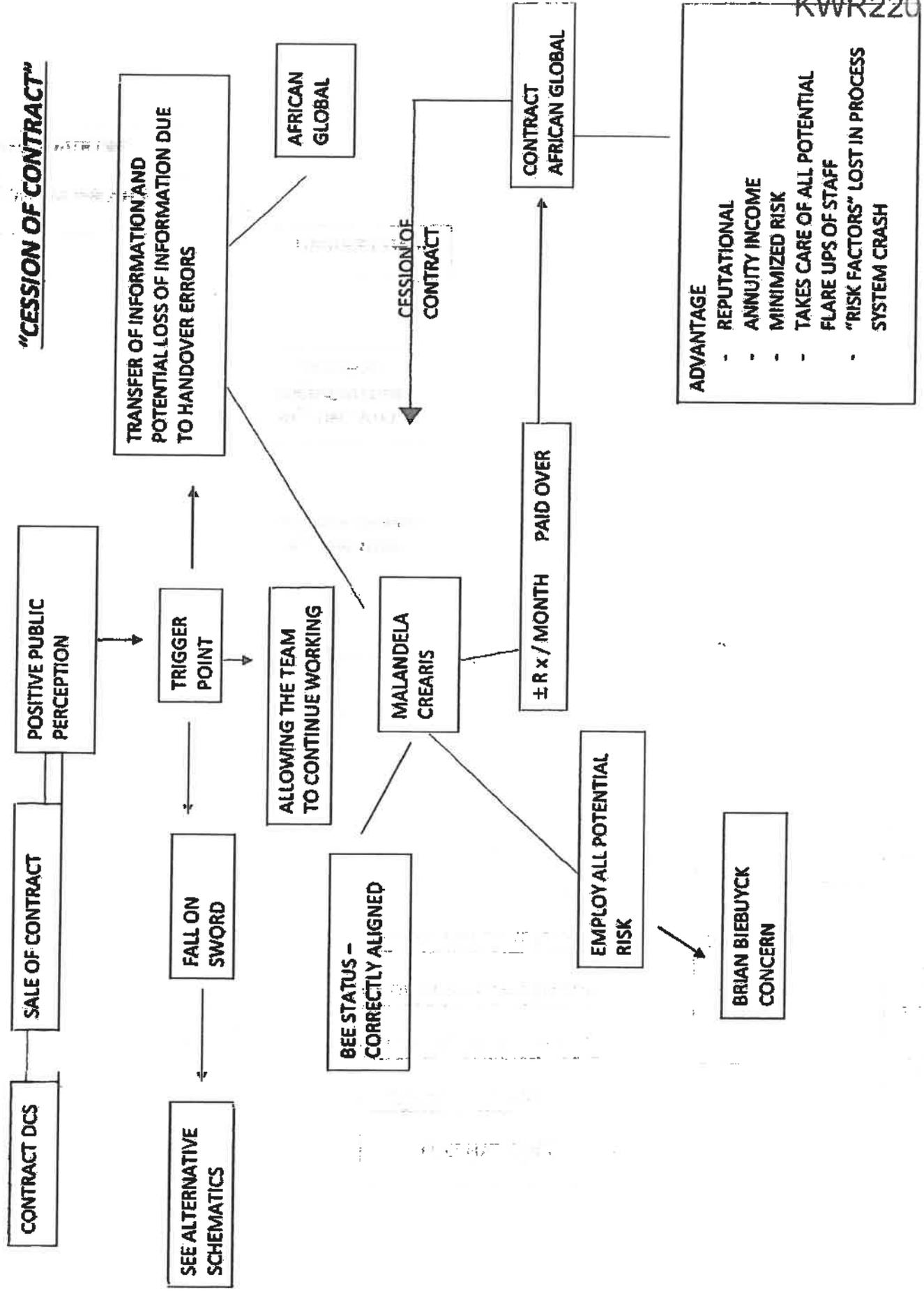
*Attachment: AA:2*

*MD L. L.*

*Attachment: AA: 3*

494

KWR220

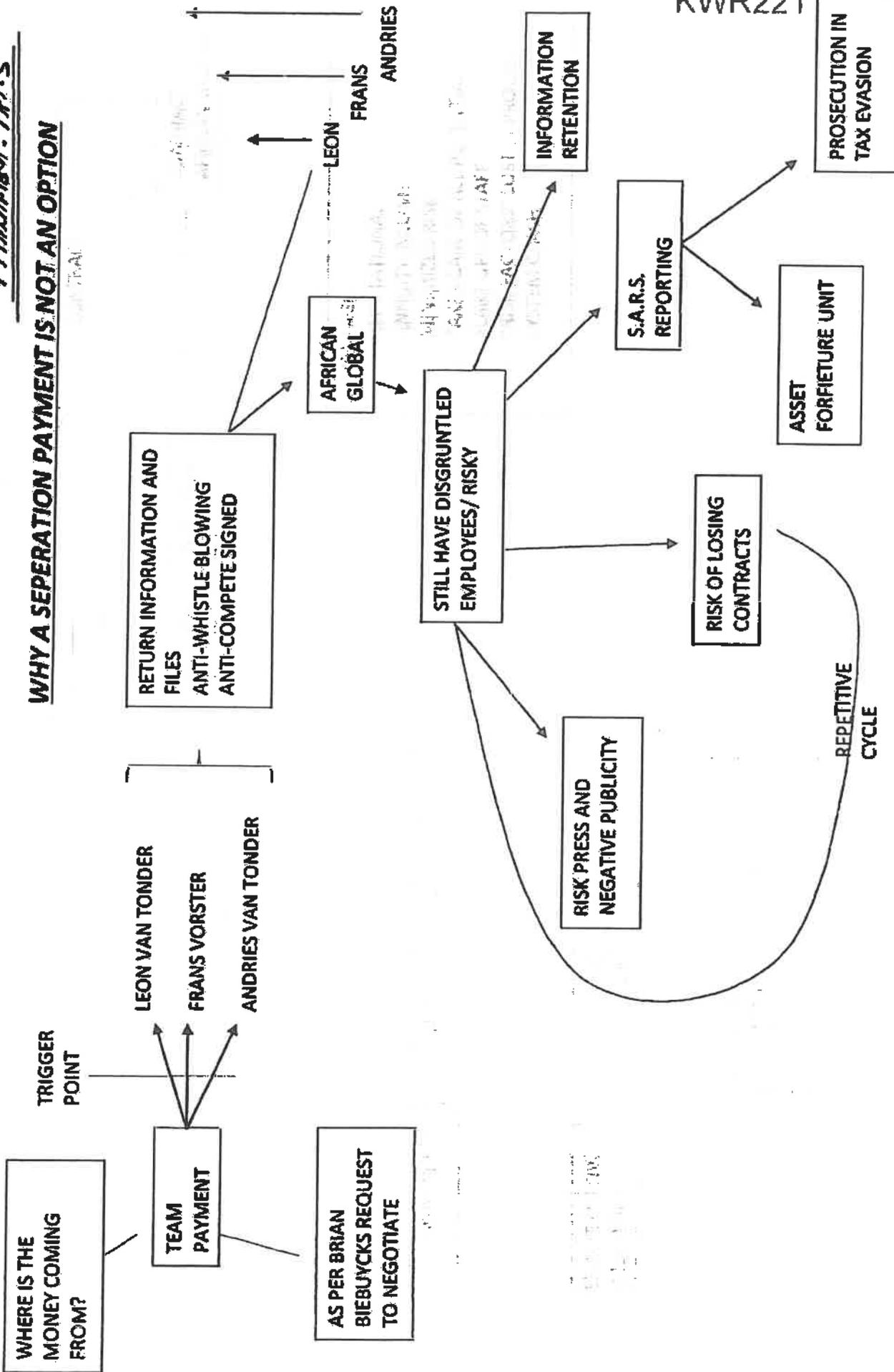


*10/17 K. G.*

495

Attachment: A.I.S

WHY A SEPERATION PAYMENT IS NOT AN OPTION



1973

496

KWR222

**RAMIFICATIONS FOR BOSASA/ AFRICAN GLOBAL**

- I. PUBLIC SCRUTINY AND OPINION
  - FUTURE BUSINESS
  - REPUTATIONAL HARM - MASSIVE MEDIA INTEREST
- II. EXPOSE:
  - PARLIAMENTARIANS
  - "BLACK" LISTING FOR TENDERS
  - SARS INVESTIGATION
  - LOSS OF EXISTING BUSINESS
  - LOSS OF "BANKING" FACILITIES
- III. CRIMINAL:
  - TAX EVASION
  - COLLUSION AND BRIBERY
  - MONEY LAUNDERING
  - RACKETEERING
- IV. DIRECTORATE:
  - SEQUESTRATION
  - BLACKLISTING
  - CRIMINAL RECORDS
  - NO FUTURE OF EMPLOYMENT
- V. RELATED:
  - NEGATIVITY TO FAMILY, INTEREST SUCH AS
    - o ROYALSTON
    - o SUNWORX
    - o WINDFARM

*Amman: AH:6*

*100 J. L.*

497

KWR223

**LEADING PROSPECT TRADING III (PTY) LTD**  
ANNUAL FINANCIAL STATEMENTS FOR THE YEAR ENDED 29 FEBRUARY 2008

**Income Statement**

Figures in Rand	Note(s)	2008	2007
Revenue	12	84,500,184	84,611,839
Cost of sales		(7,567,364)	(4,992,202)
Gross profit		76,932,830	79,619,637
Other income		-	25,000
Operating expenses		(48,999,958)	(47,667,285)
Operating profit	13	27,932,872	31,977,352
Investment revenue	14	941	1,069
Finance costs	15	(14,309)	(91,380)
Profit before taxation		27,919,504	31,887,041
Taxation	16	(8,097,966)	(9,265,396)
Profit for the period		19,821,549	22,621,645

*KWR* *L-h-*

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KWR224

**LEADING PROSPECT TRADING III (PTY) LTD**  
ANNUAL FINANCIAL STATEMENTS FOR THE YEAR ENDED 28 FEBRUARY 2009

### Income Statement

Figures in Rand			Note(s)	2009	2008
Revenue			15	84,917,208	84,500,184
Cost of sales				(7,078,469)	(7,567,354)
<b>Gross profit</b>				<b>77,838,739</b>	<b>76,932,830</b>
Operating expenses				(54,716,568)	(48,999,958)
<b>Operating profit</b>			16	<b>23,122,171</b>	<b>27,932,872</b>
Investment revenue			17	-	941
Finance costs			18	(17,822)	(14,309)
<b>Profit before taxation</b>				<b>23,104,349</b>	<b>27,919,504</b>
Taxation			19	(6,469,693)	(8,097,955)
<b>Profit for the year</b>				<b>16,634,656</b>	<b>19,821,549</b>

B.J. L.H.

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KWR225

**LEADING PROSPECT TRADING 111 (PTY) LTD**  
ANNUAL FINANCIAL STATEMENTS FOR THE YEAR ENDED 28 FEBRUARY 2010

**Statement of Comprehensive Income**

Figures in Rand	Note(s)	2010	2009	2008
Revenue	15	81,029,446	84,917,208	84,500,184
Cost of sales		(5,550,318)	(7,078,409)	(7,567,354)
<b>Gross profit</b>		<b>75,479,128</b>	<b>77,838,799</b>	<b>76,932,830</b>
Other income		43,860	-	-
Operating expenses		(70,005,934)	(54,716,568)	(48,999,958)
<b>Operating profit</b>	16	<b>5,517,054</b>	<b>23,122,171</b>	<b>27,932,872</b>
Investment revenue	17	-	-	941
Finance costs	18	(208)	(17,822)	(14,309)
<b>Profit before taxation</b>		<b>5,516,846</b>	<b>23,104,349</b>	<b>27,919,504</b>
Taxation	19	(1,335,904)	(6,469,693)	(8,097,955)
<b>Profit for the year</b>		<b>4,180,942</b>	<b>16,634,656</b>	<b>19,821,549</b>
Other comprehensive income		-	-	-
<b>Total comprehensive income</b>		<b>4,180,942</b>	<b>16,634,656</b>	<b>19,821,549</b>

M. L. H.

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KWR226

**LEADING PROSPECT TRADING 111 (PTY) LTD**  
ANNUAL FINANCIAL STATEMENTS FOR THE YEAR ENDED 28 FEBRUARY 2011

**Statement of Comprehensive Income**

Figures in Rand	Note(s)	2011	2010
Revenue	15	80,714,021	81,029,446
Cost of sales		(5,637,018)	(5,550,318)
<b>Gross profit</b>		<b>75,077,003</b>	<b>75,479,128</b>
Other income		-	43,860
Operating expenses		(74,756,615)	(70,656,399)
<b>Operating profit</b>	16	<b>320,388</b>	<b>4,864,589</b>
Investment revenue	17	21	-
Finance costs	18	(1,145)	(208)
<b>Profit before taxation</b>		<b>319,264</b>	<b>4,864,381</b>
Taxation	19	(176,625)	(1,146,120)
<b>Profit for the year</b>		<b>142,639</b>	<b>3,718,261</b>
Other comprehensive income		-	-
<b>Total comprehensive income</b>		<b>142,639</b>	<b>3,718,261</b>
<b>Total comprehensive income attributable to:</b>			
Owners of the parent		142,639	3,718,261

MO K.L.

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KWR227

0001475	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	07/07/26	0001475	57 000.00	AGO
0001914	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	07/03/01	0001914	57 000.00	AGO
0002250	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	07/03/30	0002250	57 000.00	AGO
0002513	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	07/04/30	0002513	57 000.00	AGO
0002825	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	07/05/28	0002825	57 000.00	AGO
00015094	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	07/06/26	TF23969	57 000.00	AGO
0003432	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	07/07/27	0003432	57 000.00	AGO
0003772	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	07/08/24	0003772	57 000.00	AGO
0004208	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	07/10/12	0004208	57 000.00	AGO
0004908	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	07/12/10	0004908	114 000.00	AGO
0004998	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	07/12/21	0004998	57 000.00	AGO
0005386	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	08/01/31	0005386	57 000.00	AGO
0005729	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	08/03/10	0005729	57 000.00	AGO
0006013	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	08/04/02	0006013	57 000.00	AGO
0006300	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	08/05/07	0006300	57 000.00	AGO
0006612	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	08/06/06	0006612	57 000.00	AGO
0006860	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	08/06/30	0006860	57 000.00	AGO
0007177	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	08/07/31	0007177	57 000.00	AGO
0007513	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	08/09/04	0007513	57 000.00	AGO
0007787	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	08/10/06	0007787	57 000.00	AGO
00024345	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	08/10/13	TF30409	8 477.00	AGO
0008070	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	08/10/31	0008070	57 000.00	AGO
00027014	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	08/12/23	TF31854	57 000.00	AGO
00027324	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	09/01/05	TF32019	57 000.00	AGO
0008503	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	09/02/13	0008503	57 000.00	AGO
0008676	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	09/02/27	0008676	57 000.00	AGO
0008891	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	09/03/26	0008891	57 000.00	AGO
0009159	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	09/04/29	0009159	57 000.00	AGO
00031196	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	09/11/30	TF37125	91 200.00	AGO
00033066	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	10/06/24	TF40012	57 000.00	AGO
0012964	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	10/06/24	0012964	57 000.00	AGO
000000190	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	10/08/23	000000190	114 000.00	Leading Prospect
00001594	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	11/02/03	TF43412	114 000.00	Leading Prospect
000000217	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	11/03/14	000000217	114 000.00	Leading Prospect
000000222	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	11/04/01	000000222	114 000.00	Leading Prospect
000000224	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	11/04/28	000000224	114 000.00	Leading Prospect
000000232	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	11/05/26	000000232	114 000.00	Leading Prospect
000000235	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	11/07/04	000000235	114 000.00	Leading Prospect
000000242	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	11/07/28	000000242	114 000.00	Leading Prospect
000000248	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	11/09/02	000000248	114 000.00	Leading Prospect
000000257	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	11/10/11	000000257	114 000.00	Leading Prospect
000000261	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	11/11/10	000000261	114 000.00	Leading Prospect
000000267	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	11/12/07	000000267	57 000.00	Leading Prospect
000000272	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	11/12/22	000000272	68 400.00	Leading Prospect
000000279	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	12/01/31	000000279	60 990.00	Leading Prospect
000000283	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	12/02/29	000000283	57 000.00	Leading Prospect
000000289	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	11/07/30	000000289	57 000.00	Leading Prospect
000000297	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	12/06/04	000000297	114 000.00	Leading Prospect
000000302	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	12/06/28	000000302	57 000.00	Leading Prospect
000000307	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	12/07/26	000000307	57 000.00	Leading Prospect
000000311	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	12/08/24	000000311	57 000.00	Leading Prospect
000000313	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	12/09/14	000000313	85 500.00	Leading Prospect
000000317	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	12/09/26	000000317	57 000.00	Leading Prospect
000000325	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	12/10/29	000000325	57 000.00	Leading Prospect
000000327	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	12/11/07	000000327	14 250.00	Leading Prospect
000000332	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	12/11/26	000000332	57 000.00	Leading Prospect
000000340	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	12/12/19	000000340	57 000.00	Leading Prospect
00002150	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	13/02/28	TF58076	57 000.00	Leading Prospect
000000352	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	13/03/13	000000352	9 120.00	Leading Prospect
000000358	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	13/03/28	000000358	57 000.00	Leading Prospect
000000367	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	13/04/25	000000367	57 000.00	Leading Prospect
000000372	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	13/05/15	000000372	5 757.00	Leading Prospect
000000378	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	13/05/27	000000378	57 000.00	Leading Prospect
000000387	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	13/06/25	000000387	57 000.00	Leading Prospect
000000396	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	13/07/26	000000396	68 400.00	Leading Prospect
000000401	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	13/08/23	000000401	57 000.00	Leading Prospect
000000407	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	13/09/26	000000407	57 000.00	Leading Prospect
000000410	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	13/10/24	000000410	57 000.00	Leading Prospect
000000419	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	13/11/25	000000419	57 000.00	Leading Prospect
000000425	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	14/01/06	000000425	57 000.00	Leading Prospect
000000433	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	14/01/30	000000433	57 000.00	Leading Prospect
000000441	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	14/02/28	000000441	56 293.01	Leading Prospect
000000449	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	14/03/25	000000449	57 000.00	Leading Prospect
000000454	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	14/04/25	000000454	57 000.00	Leading Prospect

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502

KWR228

000000462	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	14/05/27	000000462	57 000.00	Leading Prospect
000000471	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	14/06/30	000000471	57 000.00	Leading Prospect
000000479	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	14/07/29	000000479	57 000.00	Leading Prospect
000000487	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	14/08/27	000000487	57 000.00	Leading Prospect
000000496	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	14/09/29	000000496	57 000.00	Leading Prospect
000000503	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	14/10/29	000000503	57 000.00	Leading Prospect
000000514	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	14/12/04	000000514	57 000.00	Leading Prospect
000000519	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	14/12/18	000000519	57 000.00	Leading Prospect
000000526	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	15/02/04	000000526	57 000.00	Leading Prospect
000000536	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	15/02/27	000000536	57 000.00	Leading Prospect
000000545	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	15/03/26	000000545	57 000.00	Leading Prospect
000000555	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	15/04/29	000000555	57 000.00	Leading Prospect

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K. L.

503

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Wakeford Investments Enterprises CC

Prepared by: O H S

Customer Detailed Ledger 01/03/08 to 28/02/09 - Last Year

Date	Entry Type	Reference	Contra Acc. (If Avail)	Description	Debit	Credit	Cumulative
<b>BOS001 : Bosasa Operations (Pty) Ltd</b>							
Opening Balance as at 01/03/08					57 000.00		
10/03/08	CB 7 Receipts	0306		Payment Thank you		57 000.00	0.00
31/03/08	Sales	IN100017		Tax Invoice	57 000.00		57 000.00
02/04/08	CB 7 Receipts	0404		Payment Thank you		57 000.00	0.00
23/04/08	Sales	IN100019		Tax Invoice - VAT 4070165735	57 000.00		57 000.00
07/05/08	CB 7 Receipts	0508		Payment Thank you		57 000.00	0.00
22/05/08	Sales	IN100021		Tax Invoice	57 000.00		57 000.00
06/06/08	CB 7 Receipts	0609		Payment Thank you		57 000.00	0.00
26/06/08	Sales	IN100024		Tax Invoice	57 000.00		57 000.00
30/06/08	CB 7 Receipts	0623		Payment Thank you		57 000.00	0.00
25/07/08	Sales	IN100026		Tax Invoice	57 000.00		57 000.00
31/07/08	CB 7 Receipts	0724		Payment Thank you		57 000.00	0.00
26/08/08	Sales	IN100028		Tax Invoice	57 000.00		57 000.00
04/09/08	CB 7 Receipts	0909		Payment Thank you		57 000.00	0.00
26/09/08	Sales	IN100031		Tax Invoice	57 000.00		57 000.00
06/10/08	CB 7 Receipts	1005		bosasa		57 000.00	0.00
27/10/08	Sales	IN100034		Tax Invoice	57 000.00		57 000.00
31/10/08	CB 7 Receipts	1027		bosasa		57 000.00	0.00
24/11/08	Sales	IN100036		Tax Invoice	57 000.00		57 000.00
12/12/08	Sales	IN100040		Tax Invoice	57 000.00		114 000.00
23/12/08	CB 7 Receipts	1231		Payment Thank you		57 000.00	57 000.00
05/01/09	CB 7 Receipts	0104		Payment Thank you		57 000.00	0.00
27/01/09	Sales	IN100041		Tax Invoice	57 000.00		57 000.00
13/02/09	CB 7 Receipts	0211		Payment Thank you		57 000.00	0.00
25/02/09	Sales	IN100043		Tax Invoice	57 000.00		57 000.00
27/02/09	CB 7 Receipts	0230		Payment Thank you		57 000.00	0.00
Closing Balance as at 28/02/09					0.00		
<b>TOTAL CLOSING BALANCE AS AT 28/02/09</b>					<b>0.00</b>		

----- End of Report -----

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KWR230

29/07/19 12:41 Page: 1

Prepared by: OHS

Wakeford Investments Enterprises CC

Customer Detailed Ledger 01/03/09 to 28/02/10

Date	Entry Type	Reference	Contra Acc. (If Avail)	Description	Debit	Credit	Cumulative
<b>BOS001 : Bosasa Operations (Pty) Ltd</b>							
Opening Balance as at 01/03/09					0.00		
24/03/09	Sales	IN100045		Tax Invoice bosasa	57 000.00		57 000.00
26/03/09	CB 7 Receipts	0320				57 000.00	0.00
24/04/09	Sales	IN100050		Tax Invoice	57 000.00		57 000.00
29/04/09	CB 7 Receipts	0421		Payment Thank you		57 000.00	0.00
15/12/09	Sales	IN100075		Tax Invoice	57 000.00		57 000.00
31/01/10	Sales	IN100076		Tax Invoice	57 000.00		114 000.00
28/02/10	Customer Journals	CJ0201	3150/000	write-off of bad debt		114 000.00	0.00
Closing Balance as at 28/02/10					0.00		
<b>TOTAL CLOSING BALANCE AS AT 28/02/10</b>					<b>0.00</b>		

----- End of Report -----

MB A.G.



KWR231

29/07/19 12:43 Page: 1

Wakeford Investments Enterprises CC

Prepared by: O H S

Customer Detailed Ledger 01/03/09 to 28/02/10

Date	Entry Type	Reference	Contra Acc. (If Avail)	Description	Debit	Credit	Cumulative
DIT001 : Dillaisego Hickson and Company Pty Ltd							
Opening Balance as at 01/05/09					0.00		
26/05/09	Sales	IN100052		Tax Invoice	57 000.00		57 000.00
28/05/09	CB 7 Receipts	0522		direct transfer		57 000.00	0.00
25/06/09	CB 7 Receipts	0618		Payment Thank you		57 000.00	-57 000.00
25/06/09	Sales	IN100057		Tax Invoice	57 000.00		0.00
24/07/09	Sales	IN100061		Tax Invoice	57 000.00		57 000.00
29/07/09	CB 7 Receipts	0724		Payment Thank you		57 000.00	0.00
25/08/09	CB 7 Receipts	0824		dillaisego		57 000.00	-57 000.00
25/08/09	Sales	IN100063		Tax Invoice	57 000.00		0.00
25/09/09	Sales	IN100066		Tax Invoice	57 000.00		57 000.00
07/10/09	CB 7 Receipts	1009		Payment Thank you		57 000.00	0.00
23/10/09	CB 7 Receipts	1041		Payment Thank you		57 000.00	-57 000.00
23/10/09	Sales	IN100070		Tax Invoice	57 000.00		0.00
24/11/09	Sales	IN100073		Tax Invoice	91 200.00		91 200.00
30/11/09	CB 7 Receipts	1146		Payment Thank you		91 200.00	0.00
Closing Balance as at 28/02/10					0.00		
TOTAL CLOSING BALANCE AS AT 28/02/10					0.00		

----- End of Report -----

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Wakeford Investments Enterprises CC

KWR232

29/07/19 11:40 Page: 1

Customer Detailed Ledger 01/03/10 to 28/02/11 - Last Year

Prepared by: OHS

Date	Entry Type	Reference	Contra Acc. (If Avail)	Description	Debit	Credit	Cumulative
LIN001 : Leading Prospect Trading 111 Pty Ltd							
Opening Balance as at 01/07/10					0.00		
26/07/10	Sales	IN100082		Tax Invoice	114 000.00		114 000.00
23/08/10	CB 7 Receipts	0815		Payment Thank you		114 000.00	0.00
26/08/10	Sales	IN100084		Tax Invoice	114 000.00		114 000.00
30/09/10	CB 7 Receipts	0900		bad debt		114 000.00	0.00
30/09/10	Customer Journals	CJ0901	3150/000	bad debt	114 000.00		114 000.00
Closing Balance as at 28/02/11					114 000.00		
TOTAL CLOSING BALANCE AS AT 28/02/11					114 000.00		

----- End of Report -----

M3 K.L.

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Wakeford Investments Enterprises CC

KWR233

29/07/19 11:41 Page: 1

Customer Detailed Ledger 01/03/11 to 29/02/12

Prepared by: OHS

Date	Entry Type	Reference	Contra Acc. (If Avail)	Description	Debit	Credit	Cumulative
LIN001 : Leading Prospect Trading 111 Ply Ltd							
Opening Balance as at 01/03/11							
04/03/11	CB 7 Receipts	1225		Payment	114 000.00		
28/03/11	Sales	IN100088		Tax Invoice		114 000.00	0.00
01/04/11	Sales	IN100089		Tax Invoice	114 000.00		114 000.00
01/04/11	CB 7 Receipts	1229		Payment	114 000.00		228 000.00
28/04/11	CB 7 Receipts	1234		Payment		114 000.00	114 000.00
01/05/11	Sales	IN100091		Deleted Tax Invoice	0.00	114 000.00	0.00
23/05/11	Sales	IN100090		Tax Invoice			0.00
26/05/11	CB 7 Receipts	MAY.C		Tax Invoice	114 000.00		114 000.00
21/06/11	Sales	IN100092		Payment		114 000.00	0.00
04/07/11	CB 7 Receipts	REC001		Tax Invoice	114 000.00		114 000.00
25/07/11	Sales	IN100093		pmt frm leading prospect		114 000.00	0.00
28/07/11	CB 7 Receipts	REC003		Tax Invoice	114 000.00		114 000.00
25/08/11	Sales	IN100098		pmt frm leading prospect		114 000.00	0.00
02/09/11	CB 7 Receipts	REC009		Tax Invoice	114 000.00		114 000.00
25/09/11	Sales	IN100102		pmt frm leading pros		114 000.00	0.00
11/10/11	CB 7 Receipts	REC014		Tax Invoice - SEPTEMBER	114 000.00		114 000.00
27/10/11	Sales	IN100104		pmt frm leading prospect		114 000.00	0.00
10/11/11	CB 7 Receipts	REC018		Tax Invoice - OCTOBER	114 000.00		114 000.00
25/11/11	Sales	IN100105		pmt frm leading prosp		114 000.00	0.00
07/12/11	CB 7 Receipts	REC022		Tax Invoice - NOVEMBER	57 000.00		57 000.00
18/12/11	Sales	IN100107		pmt frm leading pros		57 000.00	0.00
22/12/11	CB 7 Receipts	REC023		Tax Invoice - DECEMBER	68 400.00		68 400.00
01/01/12	CB 7 Receipts	REC025		pmt frm leading pros		68 400.00	0.00
25/01/12	Sales	IN100108		trf to markellink		60 990.00	-60 990.00
25/02/12	Sales	IN100110		Tax Invoice - JANUARY 2011	60 990.00		0.00
29/02/12	CB 7 Receipts	REC027		Tax Invoice - FEBRUARY	57 000.00		57 000.00
				pmt frm leading prospect		57 000.00	0.00
Closing Balance as at 29/02/12					0.00		
TOTAL CLOSING BALANCE AS AT 29/02/12					0.00		

End of Report

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**KWR234**

29/07/19 11:47 Page: 1

Wakeford Investments Enterprises CC

Prepared by: OHS

Customer Detailed Ledger 01/03/12 to 28/02/13

Date	Entry Type	Reference	Contra Acc. (If Avail)	Description	Debit	Credit	Cumulative
LIN001 : Leading Prospect Trading 111 Pty Ltd							
Opening Balance as at 01/03/12					0.00		
26/03/12	Sales	IN100111		Tax Invoice -	57 000.00		57 000.00
30/03/12	CB 7 Receipts	BCR006		MARCH 2012		57 000.00	0.00
31/05/12	Sales	IN100113		pmt frm leading			0.00
04/06/12	CB 7 Receipts	BCR016		Tax Invoice -	114 000.00		114 000.00
25/06/12	CB 7 Receipts	BCR019		APRIL / MAY		114 000.00	0.00
25/06/12	Sales	IN100115		pmt frm leading			0.00
25/07/12	Sales	IN100116		prospect		57 000.00	-57 000.00
26/07/12	CB 7 Receipts	BCR024		pmt frm leading			0.00
22/08/12	Sales	IN100118		Tax Invoice -	57 000.00		57 000.00
24/08/12	CB 7 Receipts	BCR028		JUNE		57 000.00	0.00
13/09/12	Sales	IN100119		Tax Invoice -	57 000.00		57 000.00
13/09/12	Sales Credits	IC100008		JULY			0.00
13/09/12	Sales	IN100120		pmt frm leading		57 000.00	57 000.00
14/09/12	CB 7 Receipts	BCR031		Tax Invoice -	57 000.00		0.00
25/09/12	Sales	IN100121		AUG		57 000.00	57 000.00
26/09/12	CB 7 Receipts	BCR032		pmt frm sa			0.00
25/10/12	Sales	IN100122		biomedical		57 000.00	57 000.00
29/10/12	CB 7 Receipts	BCR039		Tax Invoice -	85 500.00		85 500.00
05/11/12	Sales	IN100123		SEP		85 500.00	0.00
07/11/12	CB 7 Receipts	BCR044		Credit Note -		85 500.00	85 500.00
23/11/12	Sales	IN100124		IN100119			0.00
26/11/12	CB 7 Receipts	BCR048		Tax Invoice -	85 500.00		85 500.00
18/12/12	Sales	IN100126		SEP			0.00
19/12/12	CB 7 Receipts	BCR057		pmt frm leading		85 500.00	85 500.00
28/02/13	CB 7 Receipts	BCR072		prospect		57 000.00	0.00
28/02/13	Sales	IN100129		Tax Invoice -	57 000.00		57 000.00
Closing Balance as at 28/02/13					57 000.00		-57 000.00
							0.00
TOTAL CLOSING BALANCE AS AT 28/02/13					0.00		0.00

End of Report

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Wakeford Investments Enterprises CC

KWR235

29/07/19 11:59 Page: 1

Customer Detailed Ledger 01/03/13 to 28/02/14

Prepared by: OHS

Date	Entry Type	Reference	Contra Acc. (If Avail)	Description	Debit	Credit	Cumulative
LIN001 : Leading Prospect Trading 111 Pty Ltd							
Opening Balance as at 01/03/13							
06/03/13	Sales	IN100130		Tax Invoice -	0.00		
13/03/13	CB 7 Receipts	REC002		MARCH pmt frm	9 120.00		9 120.00
27/03/13	Sales	IN100131		biomedical		9 120.00	0.00
28/03/13	CB 7 Receipts	REC010		Tax Invoice -	57 000.00		57 000.00
25/04/13	CB 7 Receipts	REC019		MAR marketlink		57 000.00	0.00
25/04/13	Sales	IN100133		pmt frm leading		57 000.00	-57 000.00
09/05/13	Sales	IN100135		prospect tra	57 000.00		0.00
16/05/13	CB 7 Receipts	REC026		Tax Invoice -	5 050.01		5 050.01
23/05/13	Sales	IN100139		MAY pmt frm leading		5 757.00	-706.99
27/05/13	CB 7 Receipts	REC031		Tax Invoice -	57 000.00		56 293.01
24/06/13	Sales	IN100141		MAY pmt frm leading		57 000.00	-706.99
25/06/13	CB 7 Receipts	REC039		Tax Invoice -	57 000.00		56 293.01
24/07/13	Sales	IN100145		JUN pmt frm leading		57 000.00	-706.99
26/07/13	CB 7 Receipts	REC046		prospect	68 400.00		67 693.01
21/08/13	Sales	IN100146		Tax Invoice -	57 000.00		-706.99
23/08/13	CB 7 Receipts	REC055		JULY pmt frm leading		57 000.00	56 293.01
25/09/13	Sales	IN100148		pros	57 000.00		-706.99
26/09/13	CB 7 Receipts	REC061		Tax Invoice -	57 000.00		56 293.01
23/10/13	Sales	IN100152		AUG pmt frm leading		57 000.00	-706.99
24/10/13	CB 7 Receipts	REC066		prospect	57 000.00		56 293.01
21/11/13	Sales	IN100154		Tax Invoice -	57 000.00		-706.99
25/11/13	CB 7 Receipts	REC071		SEP pmt leading		57 000.00	56 293.01
10/12/13	Sales	IN100156		prospect	57 000.00		-706.99
06/01/14	CB 7 Receipts	REC073		Tax Invoice -	57 000.00		56 293.01
22/01/14	Sales	IN100157		DEC pmt frm leading		57 000.00	-706.99
30/01/14	CB 7 Receipts	REC077		Tax Invoice -	57 000.00		56 293.01
24/02/14	Sales	IN100160		JAN pmt frm leading		57 000.00	-706.99
28/02/14	CB 7 Receipts	REC081		Tax Invoice -	57 000.00		56 293.01
Closing Balance as at 28/02/14					0.00	56 293.01	0.00
TOTAL CLOSING BALANCE AS AT 28/02/14					0.00		

End of Report

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KWR236

29/07/19 12:02 Page: 1

Wakelord Investments Enterprises CC

Prepared by: OHS

Customer Detailed Ledger 01/03/14 to 28/02/15

Date	Entry Type	Reference	Contra Acc. (If Avail)	Description	Debit	Credit	Cumulative
LIN001 : Leading Prospect Trading 111 Pty Ltd							
Opening Balance as at 01/03/14					0.00		
24/03/14	Sales	IN100162		Tax Invoice - MAR	57 000.00		57 000.00
25/03/14	CB 7 Receipts	REC005		pmt frm leading		57 000.00	0.00
23/04/14	Sales	IN100164		Tax Invoice - APR	57 000.00		57 000.00
25/04/14	CB 7 Receipts	REC013		pmt frm leading pros		57 000.00	0.00
22/05/14	Sales	IN100166		Tax Invoice - MAY	57 000.00		57 000.00
23/05/14	CB 7 Receipts	REC017		pmt frm leading		57 000.00	0.00
23/06/14	Sales	IN100168		Tax Invoice - JUN	57 000.00		57 000.00
30/06/14	CB 7 Receipts	REC024		leading prospect		57 000.00	0.00
23/07/14	Sales	IN100170		Tax Invoice - JUL	57 000.00		57 000.00
29/07/14	CB 7 Receipts	REC030		pmt frm leading		57 000.00	0.00
25/08/14	Sales	IN100173		Tax Invoice - AUG	57 000.00		57 000.00
27/08/14	CB 7 Receipts	REC036		pmt frm leading prospects		57 000.00	0.00
24/09/14	Sales	IN100176		Tax Invoice - SEP	57 000.00		57 000.00
29/09/14	CB 7 Receipts	REC040		pmt frm leading pros		57 000.00	0.00
23/10/14	Sales	IN100180		Tax Invoice - OCT	57 000.00		57 000.00
29/10/14	CB 7 Receipts	REC034		pmt frm leadingpros		57 000.00	0.00
25/11/14	Sales	IN100183		Tax Invoice - NOV	57 000.00		57 000.00
04/12/14	CB 7 Receipts	REC040		pmt frm leading prospects		57 000.00	0.00
18/12/14	CB 7 Receipts	REC041		pmt frm leading prospects		57 000.00	-57 000.00
25/12/14	Sales	IN100186		Tax Invoice - DEC	57 000.00		0.00
25/01/15	Sales	IN100190		Tax Invoice - JAN	57 000.00		57 000.00
04/02/15	CB 7 Receipts	REC050		pmt frm leading pros		57 000.00	0.00
25/02/15	Sales	IN100193		Tax Invoice - FEB	57 000.00		57 000.00
27/02/15	CB 7 Receipts	REC053		pmt frm leading pros		57 000.00	0.00
Closing Balance as at 28/02/15					0.00		
TOTAL CLOSING BALANCE AS AT 28/02/15					0.00		

End of Report

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**COMMISSION OF INQUIRY INTO STATE CAPTURE**

**HELD AT**

**PARKTOWN, JOHANNESBURG**

10

**28 JANUARY 2019**

**DAY 41**

20

28 JANUARY 2019 – DAY 41

**ADV PAUL PRETORIUS SC:** I understand. In the next paragraph you deal with certain other evidence of yours. Kevin Wakeford what was his relationship with Gavin Watson?

**MR ANGELO AGRIZZI:** Well they are longstanding friends of the Watsons.

**ADV PAUL PRETORIUS SC:** Was there a stage at which Bosasa was being audited by the South African Revenue Services?

**MR ANGELO AGRIZZI:** Most definitely, we were being constantly hounded. Every time there is a negative newspaper article we would at that stage be audited, pulled in, I mean even in our personal capacities, SARS used to come and do lifestyle audits on us, full audits and really pester us.

**ADV PAUL PRETORIUS SC:** Was Mr Wakeford on occasion consulted by Gavin Watson in relation to negative press publicity and these SARS audits?

**MR ANGELO AGRIZZI:** Yes, he was and on terms – on certain occasions he actually accompanied me to the bankers to try and explain the allegations away with the banks.

**ADV PAUL PRETORIUS SC:** Alright, and was he paid a fee for his services?

**MR ANGELO AGRIZZI:** Yes, he was.

**ADV PAUL PRETORIUS SC:** Did Mr Wakeford approach Mr Watson on one occasion whilst Bosasa was undergoing a major SARS investigation?

**MR ANGELO AGRIZZI:** That is correct, Chair.

**ADV PAUL PRETORIUS SC:** What did he tell Mr Watson and were you present at that meeting?

**MR ANGELO AGRIZZI:** I was present at that meeting, Chair.

**ADV PAUL PRETORIUS SC:** What was said?

**MR ANGELO AGRIZZI:** Well basically what was said is that we need to get George Papadakis on board and everything else we tried would be pointless. We need

28 JANUARY 2019 – DAY 41

to get him on board and get him to help us in sorting out the SARS issue.

**ADV PAUL PRETORIUS SC:** Alright, was Mr Wakeford paid a fee for his services in relation to this particular investigation and SARS investigations in general?

**MR ANGELO AGRIZZI:** Yes, he was paid a large sum of money every month. It was in the region of about R100 000 a month.

**ADV PAUL PRETORIUS SC:** A fee?

**MR ANGELO AGRIZZI:** Correct, yes.

**ADV PAUL PRETORIUS SC:** For services rendered?

**MR ANGELO AGRIZZI:** That is correct.

10 **ADV PAUL PRETORIUS SC:** Then go on please to deal with the allegation in paragraph 43.5. At that stage Mr Papadakis do you know whether he was in any way related in a business sense to the South African Revenue Services?

**MR ANGELO AGRIZZI:** Well he was a consultant there and that is why everybody thought it would be great to be able to use him to assist us.

**ADV PAUL PRETORIUS SC:** Or simply approach him.

**MR ANGELO AGRIZZI:** Sorry?

**ADV PAUL PRETORIUS SC:** Simply approach him, say we have this issue we wish to raise in relation to the investigation. You are employed by SARS so we want to make representations to you.

20 **MR ANGELO AGRIZZI:** Correct.

**ADV PAUL PRETORIUS SC:** Alright. Carry on then, paragraph 43.5?

**MR ANGELO AGRIZZI:** I was not privy to the meeting that was held, Chair, with Gavin Watson, Kevin Wakeford and George Papadakis. All that we were told is that he is working in the background he will handle everything.

**ADV PAUL PRETORIUS SC:** Alright.

28 JANUARY 2019 – DAY 41

**MR ANGELO AGRIZZI**: And then we basically would get an order to say that you need to deliver wet and dry cement.

**ADV PAUL PRETORIUS SC**: Wet and dry or wet or dry?

**MR ANGELO AGRIZZI**: Wet and dry.

**ADV PAUL PRETORIUS SC**: Alright.

**MR ANGELO AGRIZZI**: Cement to a certain property in Meyersdal, but I think that Frans Vorster or the next witness will deal more thoroughly with that incident.

**ADV PAUL PRETORIUS SC**: Do you know who owned that property in Meyersdal?

**MR ANGELO AGRIZZI**: That was owned by Mr Papadakis.

10 **ADV PAUL PRETORIUS SC**: Do you know whether cement deliveries were indeed made and, Chair, there will be further evidence in relation to those transactions. Let us move on please to paragraph 44 where you talk of the Department of Home Affairs and certain renegotiations which took place in relation to the Lindele repatriation centres?

**MR ANGELO AGRIZZI**: That is correct.

**ADV PAUL PRETORIUS SC**: You say you went to the meeting where Mr Watson and Mr Wakeford would have discussed matters relating to the investigation of SARS with Mr Papadakis?

**MR ANGELO AGRIZZI**: I was not in the – I cannot recall being in the meeting with Mr Papadakis and Mr Wakeford and Mr Watson.

20 **ADV PAUL PRETORIUS SC**: The evidence you can give you have already given?

**MR ANGELO AGRIZZI**: Yes.

**ADV PAUL PRETORIUS SC**: Let us go then to paragraph 44, the Lindele repatriation centre. You have told the, Chair, that that centre was a facility owned by the Bosasa groups. You say here in the statement specifically by Bosasa Properties Pty Limited?

**MR ANGELO AGRIZZI**: That is correct, Chair.

28 JANUARY 2019 – DAY 41

**ADV PAUL PRETORIUS SC:** And you have told the, Chair, it is a facility for the detention and repatriation for migrants who enter the country without proper authority and documentation?

**MR ANGELO AGRIZZI:** Correct.

**ADV PAUL PRETORIUS SC:** The management of Lindele under which department would that fall?

**MR ANGELO AGRIZZI:** The management of the Lindele repatriation facility is done by Bosasa but falls under the department of Home Affairs.

**ADV PAUL PRETORIUS SC:** And the tender for the management of Lindele was  
10 granted you say by the Department of Home Affairs to a Bosasa company. What company was that?

**MR ANGELO AGRIZZI:** It is called Leading Prospect Trading which is one of the subsidiaries.

**ADV PAUL PRETORIUS SC:** I that Leading Prospect Trading 111?

**MR ANGELO AGRIZZI:** That is correct.

**ADV PAUL PRETORIUS SC:** Pty Limited?

**MR ANGELO AGRIZZI:** Correct.

**ADV PAUL PRETORIUS SC:** Was there a time when that contract was under review?

**MR ANGELO AGRIZZI:** Yes.

20 **ADV PAUL PRETORIUS SC:** At the instance of the Department of Home Affairs?

**MR ANGELO AGRIZZI:** That is correct, Chair.

**ADV PAUL PRETORIUS SC:** Was there a consultancy employed for that review?

**MR ANGELO AGRIZZI:** Chair, the consultancy was Fever Tree Consultants and they had subcontracted part of that to a gentleman by the name of Neil Rahakrishner from Akile.

28 JANUARY 2019 – DAY 41

**ADV PAUL PRETORIUS SC:** Is that the same Neil Rahakrishner that you spoke of earlier?

**MR ANGELO AGRIZZI:** That is correct.

**ADV PAUL PRETORIUS SC:** Alright, and the consultancy Fever Tree was appointed you say by the Department of Home Affairs?

**MR ANGELO AGRIZZI:** That is correct, Chair.

**ADV PAUL PRETORIUS SC:** What was the content of the review, in other words what was done pursuant to the review? You refer to that in paragraph 44.2?

**MR ANGELO AGRIZZI:** The Minister at that stage was Nakula and she wanted to see,  
10 Lindele was always a hot potato in parliament and it will always be raised as it is costing the tax payer so much money. So she wanted to raise the issue with us and she wanted the price reduced of Lindele itself.

**ADV PAUL PRETORIUS SC:** And in particular how would this reduction and cost be achieved?

**MR ANGELO AGRIZZI:** What happened was we used to at Lindele be paid per person per day so you are paid per occupancy rates. During the early 2000's I negotiated a fixed fee rate, because it is like a bus of school kids, you either have a full bus of an empty bus, but you still have to pay for the bus. So we negotiated a fixed fee contract where we did not charge per occupancy, but we charged specifically for a fixed fee. So  
20 they wanted this reduced, because what was happening was where Lindele should be accommodating between 3/4000 people was only accommodating 1 000 and the department would be charged the fixed fee rate which was equivalent to 3 500 people so in their opinion it was wastage so she wanted it reduced. So I then entered into discussions and negotiations with Fever Tree Consulting who then appointed a consultant to work with us on it to look at the reductions in it.

28 JANUARY 2019 – DAY 41

**ADV PAUL PRETORIUS SC:** Who was that consultant?

**MR ANGELO AGRIZZI:** The consultant that was eventually appointed was Neil Rahakrishner and the reason why he was appointed was, because Gavin Watson and Kevin Wakeford decided we could work with him. That is the first time I actually met Neil.

**ADV PAUL PRETORIUS SC:** Was an agreement reached?

**MR ANGELO AGRIZZI:** Yes.

**ADV PAUL PRETORIUS SC:** In relation to the request by the Department of Home Affairs to reduce costs?

10 **MR ANGELO AGRIZZI:** Sorry, yes an agreement was reached and we reduced the costs.

**ADV PAUL PRETORIUS SC:** Alright, and was there any payment involved? Payment at the hands of Bosasa?

**MR ANGELO AGRIZZI:** At a later stage after they had reduced the cost, we reduced the cost by about R862 000 per month and my concern was that Neil Rahakrishner approached me and said that him, Kevin Wakeford and Gavin Watson had come up with a deal. So I said look I do not know about a deal, but let me find out and if there is a deal then there is a deal, but I was not involved with it. I was then informed that he was expecting a payment of R7-million.

20 **ADV PAUL PRETORIUS SC:** Informed by who?

**MR ANGELO AGRIZZI:** By Neil Rahakrishner.

**ADV PAUL PRETORIUS SC:** That he, Rahakrishner was expecting a payment of R7-million?

**MR ANGELO AGRIZZI:** Exactly.

**ADV PAUL PRETORIUS SC:** Right.

28 JANUARY 2019 – DAY 41

**MR ANGELO AGRIZZI:** And that was to facilitate the negotiation and the extension of the contract. So if I can explain to you, Chair, what actually happened was, it was a process where we reduced the price by R860 000 so the saving to the department over the period of time was considerable. However, what happened was the contract was extended by another five years.

So it was extended by five years, so in actual fact we were scoring, but I did not see it that way so I approached Gavin Watson and I said to him, you know, Neil is very concerned and annoyed with me, because he says that you cut a deal with him. My concern was also why I could not fathom out why he would agree to pay R7-million  
10 over just like that.

Watson then said to me, he said to me in summary he said you are not paying R7-million you can pay him on a monthly basis.

**ADV PAUL PRETORIUS SC:** Alright, let us just go back to paragraph 44.4.

**MR ANGELO AGRIZZI:** Sure.

**ADV PAUL PRETORIUS SC:** Where you do say what you have just told the, Chair, that the contract was extended for a further five years. Was there any tender process involved?

**MR ANGELO AGRIZZI:** Nothing, whatsoever.

**ADV PAUL PRETORIUS SC:** Any Treasury approval involved?

20 **MR ANGELO AGRIZZI:** No.

**ADV PAUL PRETORIUS SC:** And you say more favourable terms were included in the extended contract, is that so?

**MR ANGELO AGRIZZI:** Yes, that is true.

**ADV PAUL PRETORIUS SC:** Alright, what was the annual gross value to Bosasa or Bosasa subsidiary in relation to this contract?

28 JANUARY 2019 – DAY 41

**MR ANGELO AGRIZZI:** Chair, 96.3-million.

**ADV PAUL PRETORIUS SC:** At the time you were wondering why on earth pay Mr Rahakrishner R7-million when the contract price had actually been reduced. Had you at that stage examined the extended contract in any detail?

**MR ANGELO AGRIZZI:** No, I had not.

**ADV PAUL PRETORIUS SC:** So you were not aware of any more favourable contract terms at the stage you expressed your doubts?

**MR ANGELO AGRIZZI:** No, I was doubtful of the transaction. I had not seen yet what Neil Rahakrishner had put in to the actual contract.

10 **ADV PAUL PRETORIUS SC:** Were the benefits of the extended contract to Bosasa and its subsidiary explained to you at a later stage?

**MR ANGELO AGRIZZI:** Kevin Wakeford explained it to me later and he explained that what they had done was extended the term of the contract, but also made it more feasible in terms of increases as well. So the actual increments that you would get would compound at the bottom and grow quicker. So what might be worth 9-million now might be worth say R13-million, where if you started off with 10-million you would only be at 12-million at the same time.

So to me it made sense and it seemed to work.

20 **ADV PAUL PRETORIUS SC:** Was the relationship between Bosasa and its subsidiary on the one hand and the Department of Home Affairs on the other the subject of public comment at this time?

**MR ANGELO AGRIZZI:** I mentioned it earlier. It was continuously in the press and everybody was unhappy with the Bosasa contract.

**ADV PAUL PRETORIUS SC:** The negotiation of a reduced price did this do anything mitigate public concern about the contract?

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**MR ANGELO AGRIZZI:** I think to a large degree it helped. It kept everybody quiet, Chair, and I think that people started realising that maybe Bosasa and Lindele is not a bad notion at all.

**ADV PAUL PRETORIUS SC:** Was Mr Rahakrishner happy about the fact that he was not about to receive R7-million?

**MR ANGELO AGRIZZI:** No, he was not happy at all, Chair. I had all my days with that gentleman.

**ADV PAUL PRETORIUS SC:** Alright, and in relation to the monthly payment what happened?

10 **MR ANGELO AGRIZZI:** So I said to him well look I was not part of your transaction. I did not debate anything with you and I said all I can do is go to Gavin Watson and say listen what about if he puts in a monthly invoice.

**ADV PAUL PRETORIUS SC:** Did he submit monthly invoices?

**MR ANGELO AGRIZZI:** Yes, he did, but he did it through one of his friends who has got a wine merchant agency so I remember that it was Wine Merchants of something like that and we processed I think it was around R75 000 a month for him.

**ADV PAUL PRETORIUS SC:** And were these payments affected to your knowledge?

**MR ANGELO AGRIZZI:** Yes they were and the chap who did that was the financial guy there Carlos.

20 **ADV PAUL PRETORIUS SC:** Did you at some stage stop responding to the invoices from Mr Rahakrishner?

**MR ANGELO AGRIZZI:** Yes, it was about 2015 if I remember correctly, Chair, and we were under scrutiny by the banks, we were under scrutiny by the auditors so eventually I just stopped it and we could not actually in 2015 afford it as a company either, because there was major cash flow issues, so what we did was, I said to him look let

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me help you with an alternative until things come right and we did the rebranding of his company and all his graphic design and that instead of paying him on a monthly basis, because the company was really battling with cash flow at that stage.

**ADV PAUL PRETORIUS SC:** Then on page 91 paragraph 45 you deal with further irregular payments.

**MR ANGELO AGRIZZI:** That is correct.

**ADV PAUL PRETORIUS SC:** What you call irregular payments?

**MR ANGELO AGRIZZI:** That is correct.

**ADV PAUL PRETORIUS SC:** What is not clear from the allegations in paragraph 45.1  
10 to 45.6 is firstly whether these payments were made to the individuals you name for example in paragraph 45.1 and secondly whether those persons that you name were actually influential in the irregular granting of contracts. So I would like you to be very careful please and bear in mind that when you name a person as you do here that there must be some link or reason for naming that person.

**MR ANGELO AGRIZZI:** Well then, Chair, if it is the feeling of the team that maybe I should not name them then...[intervenes]

**ADV PAUL PRETORIUS SC:** No, we cannot stop your evidence. You are here and we will investigate the veracity of your evidence.

**MR ANGELO AGRIZZI:** Yes.

20 **ADV PAUL PRETORIUS SC:** We will allow people who are named to respond. The choice is yours. I am just placing the red flag.

**MR ANGELO AGRIZZI:** Chair, I will give it to you as it happened. So I was introduced a few years ago to the Treasury General of the Youth League Reggie Nkabinda, okay, he is also known as the commander or the general or something like that in the North, in the Krugersdorp area, but I was introduced to him by Gavin Watson who explained to

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**CHAIRPERSON:** Okay, thank you.

**ADV ZINHLE BUTHELEZI SC:** Thank you, Chair. In paragraph 22 you deal with...[intervenes]

**CHAIRPERSON:** I guess that is when they say files disappear.

**MR FRANS HENDRIK STEYN VORSTER:** Yes, Chair.

**CHAIRPERSON:** Yes Ms Buthelezi?

**ADV ZINHLE BUTHELEZI SC:** Thank you, Chair. In paragraph 22 you deal with your responsibilities at Lindela, can you elaborate on what were your responsibilities at Lindela?

10 **MR FRANS HENDRIK STEYN VORSTER:** Okay then when I handed now everything to Danny Mansell I had to concentrate on Lindela to make a lot of money so that we could pay Riekele Construction for all the work that was done. Gavin came to me and instructed me to get the figures up, he needed more money, he wanted more money. We got paid per person per day staying over in the facility so he wanted us to get the numbers up.

**ADV ZINHLE BUTHELEZI SC:** And how were you going to achieve this?

**MR FRANS HENDRIK STEYN VORSTER:** At that stage we purchased buses and trucks and they were purposely built for us, they would look exactly like the vehicles from the South African Police Services that they used to transport prisoners between  
20 the police cells prisons and the courts. Ours were just much bigger. Theirs is about 3/4 ton we used 8 and 10 ton vehicles with the same more or less body on.

We then went to the various police stations and assisted them in transporting the people to the Lindela facility. The police had no problem with that as they had a shortage of manpower. They had a shortage of vehicles and it was always a problem, because they had one vehicle that need to pick up prisoners from the prisons and take

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them court. So it was also always an issue to get the illegals to the facility.

So we climbed in there as an ex-policeman station commander I knew most of the people and we spoke to them and they agreed that we could pick up the people and transport them to Lindela where we would hand them over to Home Affairs and then Home Affairs would do their job and hand them back to us to accommodate them.

**ADV ZINHLE BUTHELEZI SC:** And which region were you dealing with or which police stations?

**MR FRANS HENDRIK STEYN VORSTER:** Well I also had a team, two teams of security officers as we were a registered security company as well that worked with the  
10 SAPS. They would book us in advance then we would assist them. They would catch the people, we will then load them onto our vehicles, transport them to the various police stations. There they would do the paperwork. We would then load them back onto our vehicles, transport them to the Lindela facility where we would hand them over.

So I had vehicles going around to various police stations and then I had teams with vehicles that were operating with the members of the SAPS. I had one team looking after the West Rand and Johannesburg and then I had one team looking after the Pretoria area and the East Rand.

**CHAIRPERSON:** How many such vehicles did you have?

20 **MR FRANS HENDRIK STEYN VORSTER:** Chair, at a stage we had two buses and six trucks.

**CHAIRPERSON:** Okay.

**MR FRANS HENDRIK STEYN VORSTER:** That could pick up people, but you would know today the police will – we would in the morning I had a team, they would come in, they would phone the police and say okay Sandton police how many illegal

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immigrants? Six. You will phone Honeydew they will say four, so you would go you will pick up six from there you will go to Honeydew and pick up the four so it was until we had a bus load full and then we would bring them through to the facility.

**CHAIRPERSON:** Yes. Okay.

**ADV ZINHLE BUTHELEZI SC:** Yes, and around that time how many people could you accommodate at Lindela?

**MR FRANS HENDRIK STEYN VORSTER:** At this stage, Chair, we had enough beds for 5 000 immigrants, but at a stage Hillbrow had a massive operation where the SAPS immigration they then phoned us and immigration also came to us to assist where they  
10 had the massive operation and they arrested a lot of people and at that stage we pushed up the figure to about nearly 7 000 immigrants in the facility.

What we would do is we would get extra mattresses in, it was bunk beds so you would have one sleeping at the bottom one on top and then between the beds you would lay down a mattress where the other people then would sleep on. So that is how we pushed up the number as we got paid per person per day.

**ADV ZINHLE BUTHELEZI SC:** Yes. And...[intervenes]

**CHAIRPERSON:** Do you remember more or less what the – well what was paid per person at any particular time?

**MR FRANS HENDRIK STEYN VORSTER:** Chair, we started off when we started the  
20 company I can remember it was R28,99 per person per day. When I left there I am speaking now under correction it was close to R45,00 per person per day.

**CHAIRPERSON:** And that is what year now?

**MR FRANS HENDRIK STEYN VORSTER:** I left – I was transferred from Lindela in  
2006.

**CHAIRPERSON:** Okay, thank you.

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**ADV ZINHLE BUTHELEZI SC:** Yes. And the year in which you had about 7 000 was it around 2004 is that correct?

**MR FRANS HENDRIK STEYN VORSTER:** Yes, and then usually the numbers will go up around the festive season, because Transnet could not provide trains to Home Affairs to deport the people back, because the Mozambique and Zimbabweans they would deport them by train and then immigration officers and members from the South African Police Services would man the train. So usually at the end of November the last trains will go through and then again here the last week in January then the first trains again for the new year and as the police were arresting people the numbers grew  
10 just bigger, bigger, bigger over the festive season as well.

So the company was smiling, they did not complain. We were working very hard over the festive seasons, because we had to keep these guys calm, everybody then wanted to go home and you would always have a lot of riots in the facility when Home Affairs could not assist the people to be deported.

**ADV ZINHLE BUTHELEZI SC:** Yes, in paragraph 25 you deal about how well Bosasa was doing at the time. How did you get to know of the finances?

**MR FRANS HENDRIK STEYN VORSTER:** Well I was heading up the facility. I had a lot of managers reporting to me from that facility and I was also responsible for the invoice that we invoiced Home Affairs to be taken to the Head Office of Home Affairs.  
20 Those days we were not paid by EFT, they still issued cheques and I would hand in the invoice and I will sit and wait until they give me my cheque and that was part of my responsibility and then I would come back with the cheque and hand the cheque to Andries van Tonder to be paid into the bank account.

**ADV ZINHLE BUTHELEZI SC:** Yes, and in paragraph 26 you deal with what happened in 2006 with regards to...[intervenes]

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**MR FRANS HENDRIK STEYN VORSTER:** 2006 was a very good year at the Lindela facility.

**ADV ZINHLE BUTHELEZI SC:** Yes?

**MR FRANS HENDRIK STEYN VORSTER:** We finished the budget for the Lindela facility that was allocated by Home Affairs in six months. In the half year budget and at that stage Mr Trevor Manuel was the Minister of Finance and in his half year speech he mentioned that he had to allocate another R120-million to the Lindela facility, because at that stage we had so many people in the facility and we used up the budget that was allocated to the facility in six months.

10 **ADV ZINHLE BUTHELEZI SC:** Yes, and then what happened when Arthur Frazer became the DDG or the DG of Home Affairs?

**MR FRANS HENDRIK STEYN VORSTER:** At the end of 2006 round, during the year he became the Director General Mr Frazer of Home Affairs. To the end of 2006 he came to the facility and he was you know I think he was under pressure for not be able to explain why the budget was used in that short period of time.

**ADV ZINHLE BUTHELEZI SC:** Yes.

**MR FRANS HENDRIK STEYN VORSTER:** He came and from there on he had the discussion with our Directors and myself and immigration officers, top management of immigration where he issued an instruction that Bosasa or Bosasa security Lindela  
20 would not be allowed to transport any people from the South African Police Services or assist if the South African Polices had special operations where they went out to catch the illegal immigrants.

I then had to speak to a few reservist and you know they did not get paid by the South African Police Services, they were full members, they had uniform, they would go and book on duty and then I would use them to drive the vehicles, to man the

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vehicles, to pick up the various people from the police stations and still take them through to the Lindela facility.

**ADV ZINHLE BUTHELEZI SC:** Yes, and in paragraph 28 you deal with your transfer, why were you transferred?

**MR FRANS HENDRIK STEYN VORSTER:** Mr Frazer also came and Home Affairs made it difficult, because they found out that we used police reservists and they put a stop to that and the numbers came down tremendously. The count was nearly half the count that it used to be.

**ADV ZINHLE BUTHELEZI SC:** Yes.

- 10 **MR FRANS HENDRIK STEYN VORSTER:** And Gavin was upset with me for that and he wanted to get rid of me. He used me, he abused me now he wanted to get rid of me. So usually if you are in trouble they would transfer you to Lindela and you would resign 99.9% of the guys would resign in a month. Now I ran Lindela it was nothing for me so they transferred me to the technical division as a junior. I had nothing to do basically there. To belittle me in the hope that I would resign of which I did not do.

The oke heading up technical felt bad and he at that stage gave me the fleet of the group to run as we also had our own workshop where we serviced the vehicles and vehicles then became my responsibility.

**ADV ZINHLE BUTHELEZI SC:** And which year was it?

- 20 **MR FRANS HENDRIK STEYN VORSTER:** That was 2007.

**ADV ZINHLE BUTHELEZI SC:** Yes.

**MR FRANS HENDRIK STEYN VORSTER:** Beginning of 2007.

**ADV ZINHLE BUTHELEZI SC:** Okay, and then on paragraph 29 you deal with your introduction?

**MR FRANS HENDRIK STEYN VORSTER:** Sorry, Chair, before that...[intervenes]

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**ADV ZINHLE BUTHELEZI SC:** Yes?

**MR FRANS HENDRIK STEYN VORSTER:** Angelo then in 2008, because you are jumping that that paragraph, he transferred me.

**CHAIRPERSON:** Huh-uh.

**MR FRANS HENDRIK STEYN VORSTER:** To Head Office to become the Head of Procurement, Logistics and I kept vehicles. So I was heading up the whole Procurement Division for the Group.

**CHAIRPERSON:** Okay.

**MR FRANS HENDRIK STEYN VORSTER:** As from 2008.

10 **CHAIRPERSON:** Okay. Thank you.

**ADV ZINHLE BUTHELEZI SC:** And then tell us about what happened in 2008.

**MR FRANS HENDRIK STEYN VORSTER:** During the middle of 2008 Gavin came to my office with a gentleman and he introduces that gentleman to me as Kevin Wakeford. I did not really know Kevin. I saw his vehicle and I saw him a few times at the front offices where the Directors were sitting and he said to me that Kevin would phone me regularly to order cement and that I had, need to assist him and I must give him what he wants.

**ADV ZINHLE BUTHELEZI SC:** And did you know what the relationship between Kevin Wakeford and your company was, Bosasa?

20 **MR FRANS HENDRIK STEYN VORSTER:** At that stage I was not aware exactly what the relationship between him and Gavin was. Sometimes you did not question Gavin and ask him why he, he did certain things. He would often tell you just do what I tell you to do. If I ask you to do this just do it. You are a White man and there is no job for you on the outside and I will make sure that you do not get another job. So just do what I tell you to do. So you would follow instructions especially if he had a crowd of

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people with him like at this stage it was Kevin Wakeford and there were some of the Directors with. So you did not, you did not question the man especially not in front of a crowd of people.

**ADV ZINHLE BUTHELEZI SC:** He would show off. Is that what you mean?

**MR FRANS HENDRIK STEYN VORSTER:** Say again.

**ADV ZINHLE BUTHELEZI SC:** He will show off.

**MR FRANS HENDRIK STEYN VORSTER:** Definitely. Well he, Gavin is one of those guys in front of a crowd he, he would take you head on. One on one, he will you take you on.

10 **ADV ZINHLE BUTHELEZI SC:** Alright.

**MR FRANS HENDRIK STEYN VORSTER:** He needed a crowd.

**ADV ZINHLE BUTHELEZI SC:** Okay. Then what, what happens during late 2009?

**MR FRANS HENDRIK STEYN VORSTER:** Hm.

**ADV ZINHLE BUTHELEZI SC:** We are still on, in paragraph 29.

**MR FRANS HENDRIK STEYN VORSTER:** In 2009 Gavin Watson called me and said that Kevin will speak to me and instruct me to buy and deliver wet and dry cement. Now Chair if I refer to wet cement that is cement that you order that comes in these big trucks that has been mixed. It is mixed according to your specification. So it cannot be used by somebody else. If you do not use the, the whole truck full of cement they  
20 would dump it somewhere, but that is what is referred to as wet cement. Now I had to.

**CHAIRPERSON:** Hm.

**MR FRANS HENDRIK STEYN VORSTER:** Order wet cement from W G Wearne in Randfontein. Now if you.

**CHAIRPERSON:** And dry cement would be cement that you can buy at wherever?

**MR FRANS HENDRIK STEYN VORSTER:** [Intervenues] cement, a bag of cement that

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you would buy.

**CHAIRPERSON:** Ja which is not ordered specifically.

**MR FRANS HENDRIK STEYN VORSTER:** That is not ordered specific.

**CHAIRPERSON:** Ja.

**MR FRANS HENDRIK STEYN VORSTER:** Specifically.

**CHAIRPERSON:** Okay.

**MR FRANS HENDRIK STEYN VORSTER:** So we, I had to place orders for, excuse me. If he wanted wet cement he will phone me and.

**CHAIRPERSON:** Mr Wakeford?

10 **MR FRANS HENDRIK STEYN VORSTER:** Mr Wakeford would phone me and say Frans I need 20 cubes or 30 cubes wet cement and he would give me exactly the specs what he needed to be mixed according to and then he gave me a specific address where this cement needed to be delivered. Now the address that was given to me was at Meyer Park Eco Estate in Meyerton. Now wet cement like I mentioned was ordered from W G Wearne and.

**ADV ZINHLE BUTHELEZI SC:** Yes.

**MR FRANS HENDRIK STEYN VORSTER:** Sometimes I had to order dry cement. A truck full at a stage that was ordered from Randfontein Trading Centre called RTC and of which we had an account with them. I would phone Butch who was the husband of  
20 the owner and say Butch I need 10 tons or 15 tons cement to be delivered to Meyer Park Eco Estate and I would issue the order, give him the order number and he would make sure that it gets delivered to the specific address.

**ADV ZINHLE BUTHELEZI SC:** Do you know why you were buying this cement for Mr Wakeford?

**MR FRANS HENDRIK STEYN VORSTER:** I understand at the end of the day that

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Kevin assisted through another person which he was the owner of the vehicle. This I found out after I did some of my own investigations, to assist Bosasa in a SARS matter.

**ADV ZINHLE BUTHELEZI SC:** Do you know that person?

**MR FRANS HENDRIK STEYN VORSTER:** According to my knowledge the person was George Papadakis.

**ADV ZINHLE BUTHELEZI SC:** George Papadakis?

**MR FRANS HENDRIK STEYN VORSTER:** That is correct. He is the, he is the owner of the house at Meyer Park Eco Estate. At that stage we had no street number, because it was new. So you only had a strand number, but if you ask at the gate they  
10 would tell you exactly where to deliver, to deliver the stuff.

**ADV ZINHLE BUTHELEZI SC:** Okay.

**CHAIRPERSON:** Was, was Mr Wakeford building a house? What was he needing the cement for? Do you know?

**MR FRANS HENDRIK STEYN VORSTER:** It looks like Mr Wakeford was just a middle man between Bosasa and George Papadakis.

**CHAIRPERSON:** And did, did you buy cement for him over a certain period of time or was it once or twice that he asked for?

**MR FRANS HENDRIK STEYN VORSTER:** Chair it was over a period of time. It was nearly a year over a period of a year.

20 **CHAIRPERSON:** Yes.

**MR FRANS HENDRIK STEYN VORSTER:** Of a year.

**CHAIRPERSON:** Yes.

**MR FRANS HENDRIK STEYN VORSTER:** So he would not every week phone me. He would phone me as and when needed.

**CHAIRPERSON:** Okay and do you have an idea as to what the monetary value would

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have been of the total cement that Bosasa paid, bought for Mr Wakeford?

**MR FRANS HENDRIK STEYN VORSTER:** Chair it was roundabout R600 000 cement at that stage.

**CHAIRPERSON:** All in all?

**MR FRANS HENDRIK STEYN VORSTER:** All in all.

**CHAIRPERSON:** Okay.

**MR FRANS HENDRIK STEYN VORSTER:** Because at the stage I thought these okes are building a palace, because.

**CHAIRPERSON:** Ja.

10 **MR FRANS HENDRIK STEYN VORSTER:** Of, of, of the number of cement that they needed.

**CHAIRPERSON:** What is it that helps you to remember that number?

**MR FRANS HENDRIK STEYN VORSTER:** Well I, I.

**CHAIRPERSON:** That figure.

**MR FRANS HENDRIK STEYN VORSTER:** I, I can remember I, I, I sort of on the side-line, I do not have it with me. I kept book more or less of the amounts that that, that was ordered.

**CHAIRPERSON:** Yes.

20 **MR FRANS HENDRIK STEYN VORSTER:** So I could, I could see more or less how much it was, because if I got questioned that by accounts or by Mr Watson I could answer him.

**CHAIRPERSON:** Yes. Okay, thank you.

**ADV ZINHLE BUTHELEZI SC:** For how long did you stay at the Technical Division of Bosasa?

**MR FRANS HENDRIK STEYN VORSTER:** Okay. So we going back. At Technical I

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**AFFIDAVIT**

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I, the undersigned,

**CHRISNA ENGELBRECHT**

do hereby state under oath:

1. All the facts stated in this affidavit are, unless the context indicates otherwise, within my own personal knowledge. They are to the best of my knowledge and belief both true and correct.
2. I have been requested to submit this affidavit to the Judicial Commission of Inquiry into allegations of State Capture, Corruption and Fraud in the Public Sector including Organs of State ("**the Commission**").

**Background**

3. On 30 January 2020, I received an official Request for Information ("RFI"), signed by the Acting Secretary of the Commission, and sent to email address [chrisnae@gfia.co.za](mailto:chrisnae@gfia.co.za). A copy of this RFI and the Annexures thereto are attached hereto as **Annexure CE1**.
4. The email addressed to me stated:

*"Attached hereto please find an official request for information from the Commission of Inquiry into State Capture.*

*We apologise if some of the address or surname information relating to you is incorrect, as we are unclear as to your current physical address and/ or marital status and surname.*

*We obtained your email address from the email provided to the Commission included within Annexure B attached hereto."*

5. Annexure B to the RFI is a copy of an e-mail dated Monday, 25 July 2011, from kevin@wakefordenterprises.co.za which is addressed to Angelo Agrizzi, BigJohn and chrisnae@gfia.co.za. The e-mail is titled "Food Supply Opportunities" and reads "Meeting postponed as suggested by George";
6. I responded to the Commission's e-mail and this was followed up by an e-mail from the Commission dated 31 January 2020, requesting an official meeting with me at their offices on 3 February 2020.
7. I attended the meeting at the Commission's offices as requested, whereafter on 06 February 2020, I provided my official response to the Commission, a copy of which, without the annexed emails, is attached hereto as **Annexure CE2**.
8. I confirm the contents of my official response and can state the following below.

**George Papadakis and Kevin Wakeford**

9. I confirm that over the period January 2009 to January 2014, I was married to George Papadakis.
10. My maiden surname is Engelbrecht and I changed it to Papadakis upon my marriage to George Papadakis. I have always used my maiden surname at work. After my divorce, I have reverted back to using the surname Engelbrecht, although my surname must still be legally changed with the Department of Home Affairs.
11. I cannot recall the year in which I was first introduced to Kevin Wakeford by my ex-husband, George Papadakis. I do recall Kevin Wakeford visiting the house, owned by George Papadakis, in which I used to reside, prior to our divorce ("our house").
12. It is my understanding that:
  - 12.1. The association between George Papadakis and Kevin Wakeford commenced during their time together at the Commission of Inquiry into the rapid depreciation of the exchange rate of the Rand and related matters in 2002; and

- 12.2. George Papadakis was introduced to the Watsons by Kevin Wakeford based on the fact that Valence Watson occasionally accompanied Kevin Wakeford to the house in which I used to reside prior to our divorce.
13. I have never had any personal or business dealings with Kevin Wakeford. However, I have had several interactions with Kevin Wakeford solely as a result of his association with my ex-husband, George Papadakis.
14. These interactions would include personal visits to our house, e-mails received or telephone calls received on my private cellular phone from Kevin Wakeford's cellular phone number or that of his wife. I was not privy to the content of these telephone conversations or any conversations which took place when Kevin Wakeford visited my ex-husband at our house.

#### **Email correspondence**

15. I was using the e-mail address [chrisnae@gfia.co.za](mailto:chrisnae@gfia.co.za) during the period January 2009 to January 2014. This is my e-mail address at my place of employment.
16. Kevin Wakeford would send e-mails to my work address intended for George Papadakis. I do not have, nor have I ever had, a personal or business relationship with Kevin Wakeford. Accordingly, all e-mails sent to [chrisnae@gfia.co.za](mailto:chrisnae@gfia.co.za) by Kevin Wakeford from [kevin@wakefordenterprises.co.za](mailto:kevin@wakefordenterprises.co.za) or any other e-mail address used by Kevin Wakeford, were intended for George Papadakis.
17. I do recall providing these e-mails from Kevin Wakeford to George Papadakis per Kevin Wakeford's request. I would print the e-mails and attachments thereto, where applicable, received from Kevin Wakeford and then take the printed e-mails and documents home and hand them to George Papadakis.
18. I have no knowledge or information of the services and / or association between George Papadakis and Kevin Wakeford, or the services he provided to Kevin Wakeford and / or Bosasa. Save for the e-mail communications intended for George Papadakis, I was not privy to any of their interactions or discussions.

19. I have provided the Commission with the e-mails from Kevin Wakeford, intended for George Papadakis, which I was able to locate. These are attached hereto as **Annexure CE3**.
20. With regards to the references to individuals referred to in the body of the e-mails to me from Kevin Wakeford, I can confirm that:
  - 20.1. The "George" referred to in the e-mails is George Papadakis, my former husband; and
  - 20.2. The "Advisor" referred to in the e-mails is George Papadakis, my former husband.
21. With regards to the other e-mail individuals mentioned in the e-mail addresses and in the trailing e-mails forwarded to me for George Papadakis, I can state that:
  - 21.1. I have never met Angelo Agrizzi, Andries Van Tonder or Peet Venter. I do however note that they were either copied and / or included on certain e-mails sent to me, or their e-mails were forwarded to me by Kevin Wakeford.
  - 21.2. I do not know who the e-mail address referred to as "BigJohn" belonged to and / or who had access to that e-mail in 2011.
22. To the best of my knowledge and recollection, I have never directly received any e-mails from individuals associated with the entity commonly known as Bosasa, such as Gavin Watson, Angelo Agrizzi, Andries van Tonder and Peet Venter.

#### **Employment of George Papadakis**

23. The Commission has now provided me with information obtained from the South African Revenue Service ("SARS"), which was provided to them subsequent to my submission to the Commission dated 06 February 2020. In this regard, a letter dated 03 April 2020, from SARS, is attached hereto as **Annexure CE4**.

24. The letter states that:

24.1. *According to the personnel system, Mr Papadakis' date of first appointment was 10 March 2008. He held the following positions with the respective effective dates:*

*a. Senior Manager: Enforcement Operations: 10 March 2008;*

*b. Senior Manager: Specialised Audits: 1 February 2011; and*

*c. Executive: Specialised Audit: 1 July 2012.*

24.2. The last position Mr Papadakis held at SARS (Executive: Specialised Audit) was on a fixed term contract from 1 July 2012 until 31 July 2015. However, Mr Papadakis submitted a resignation letter on 3 June 2013 and the personnel system shows that his employment was terminated on 14 September 2013.

25. Based on the above, I can confirm that George Papadakis was employed by SARS over the period 2008 and 2013. However, I am not aware of the details of his employment, nor exactly what his position, duties or activities were during his employment at SARS.

#### **Provision of cement to Meyersdal Eco Estate**

26. According to the Deed of Trust, I was a trustee of the Evergreen Environment Trust (IT 3235/05) for the period February 2005 to March 2017. In this regard, I wish to place on record that as far as I can recall, George Papadakis informed me that the purpose of the Trust was to ensure the financial future of our son. I have never been actively involved in any matters relating to the Trust. I do not have any knowledge of the operations of this Trust.

27. According to my knowledge, Erf 361 Meyersdal Nature Estate Ext 3, situated at 37 Long Claw Street, Meyersdal Eco Estate, is owned by the Evergreen Environment Trust (IT 3235/05).

28. I am aware that cement was delivered to construct the house situated at Erf 361 Meyersdal Nature Estate. However, I have no knowledge of who ordered, provided or delivered the cement, and whether such was provided by Bosasa or any of its affiliates.
29. To my knowledge, the premises is identified by the Erf number, being 361, and it is not known by any unit number. I also cannot recall the previous Unit number that Erf 361 Meyersdal Nature Estate Ext 3 was known by, prior to it being recorded as Erf 361.
30. From an undated map of the Meyersdal Eco Estate, provided as Annexure F to the RFI sent to me by the Commission, I can confirm that Erf 361 is situated where it is recorded as 'Unit 55'.
31. I am not aware of any other house in the Meyersdal area that is owned by the Evergreen Environment Trust. I have however provided the Commission with details of other properties in the Meyersdal area that is or was owned by George Papadakis and / or Trusts associated with him, in my response previously attached hereto as **Annexure CE2**.

I know and understand the contents of this declaration.

I have no objection to taking the prescribed oath.

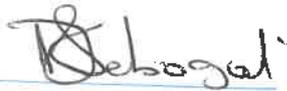
I consider the prescribed oath to be binding on my conscience.

  
 \_\_\_\_\_  
 CHRISNA ENGELBRECHT

I certify that the deponent has acknowledged that she knows and understands the contents of this statement. This statement was sworn to before me and the deponent's signature was placed thereon in my presence on this the 13<sup>th</sup> day of **August 2020** at Parktown

  
\_\_\_\_\_

**COMMISSIONER OF OATHS**

**EX OFFICIO**   
Signed \_\_\_\_\_

Ex Officio COMMISSIONER OF OATHS (PSA)

CERTIFIED FRAUD EXAMINER  
Gobodo Forensic and Investigative Accounting (Pty) Ltd  
Entrance 1, Level - 1  
Wilds View, Isle of Houghton  
Cnr Carse O' Gowrie & Boundary Roads  
Houghton, Johannesburg  
South Africa

KJ



**ANNEXURE CE 1**

KJ





2<sup>nd</sup> floor, Hillside House  
17 Empire Road,  
Parktown  
Johannesburg  
2193  
Tel (International): +27 (10) 214-0651  
Tel (Tollfree): 0800 222 097  
Email: [inquiries@sastatecapture.org.za](mailto:inquiries@sastatecapture.org.za)  
Web: [www.sastatecapture.org.za](http://www.sastatecapture.org.za)

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

30 January 2020

**Tracking number: RPS18/00 /ARN**

Christa Papadakis nee' Engelbreght  
C/O Gobodo Forensic Investigative Accounting  
Boundary Rd, Houghton  
Sandton  
2198

Per email: [chrisnae@gfia.co.za](mailto:chrisnae@gfia.co.za)

Dear Ms Papadakis nee' Engelbreght

**Re: REQUEST FOR INFORMATION REQUIRED FOR PURPOSES OF THE  
JUDICIAL COMMISSION OF INQUIRY INTO ALLEGATIONS OF STATE  
CAPTURE, CORRUPTION AND FRAUD IN THE PUBLIC SECTOR INCLUDING  
ORGANS OF THE STATE**

1. Our investigation in respect of the above Commission refers.
2. This letter serves to confirm that the Commission has commenced with investigations into allegations of state capture, corruption and fraud involving several public entities and other organs of State pursuant to the Commission's Terms of Reference.

3. During the course of its investigation of these terms of reference, it has come to the Commission's attention that there are matters that are under investigation that you may have under your control certain documents and records that have a bearing on the matter. These are listed as per Annexure "A" hereto.
4. The Commission urgently requires access to the information in electronic or documentary format. The Commission accordingly requests access to all the information within seven (7) calendar days from the date of receipt of this letter.
5. It is understood that some of the information may be confidential. To this end, the Commission assures that it will protect its confidentiality during the process of conducting its investigations.
6. Should you require any additional information please contact;

Mr Alan Nixon  
alann@commissionsc.org.za

7. We wait to hear from you.

Yours sincerely



Ms Brigitte Shabalala  
Acting Secretary

Judicial Commission of Inquiry into Allegations of State Capture, Corruption  
and Fraud in the Public Sector Including Organs of State

## ANNEXURE "A"

LIST OF BOOKS, DOCUMENTS AND OBJECTS	
ITEM NO.	DESCRIPTION
1.	<p>1. Provide the information requested in paragraph 2, 3 and 4 below, in relation to the evidence provided by Mr Angelo Agrizzi to the Commission of Inquiry into State Capture, extracts of which are referred to below, as well as the following documents:</p> <p>1.1 An Email dated Monday 25 July 2011 from kevin@wakefordenterprises.co.za to Angelo Agrizzi, BigJohn and <a href="mailto:chrisnae@gfia.co.za">chrisnae@gfia.co.za</a>, which states "Meeting postponed as suggested by George", attached hereto as <b>Annexure B</b>;</p> <p>1.2 The Trust Deed for the Evergreen Environment Trust, IT3235/05, reflecting George Papadakis ID 660224 5088 007, Chrisnae Papadakis; ID 720809 0225 089, and another, as the founding Trustees, attached hereto as <b>Annexure C</b>;</p> <p>1.3 Property search document reflecting that Erf 361 Meyersdal Nature Estate Ext 3, is owned by the Evergreen Environmental Trust, attached hereto as <b>Annexure D</b>.</p> <p>2. In respect of the email attached hereto as <b>Annexure B</b>, Indicate/ confirm:</p> <p>2.1 That over the period July 2011, you were using the email address <a href="mailto:chrisnae@gfia.co.za">chrisnae@gfia.co.za</a>;</p> <p>2.2 Whether you ever met Kevin Wakeford and/or Angelo Agrizzi;</p> <p>2.3 If you had any personal or business dealings with Kevin Wakeford and/or Angelo Agrizzi, and:</p> <p>2.3.1 If so, provide the details of such interaction and dealings;</p> <p>2.3.2 If not, indicate why the email was sent from kevin@wakefordenterprises.co.za to your email address and who the email was intended for.</p> <p>2.4 If you are aware of who the email address referred to as "BigJohn" belonged to and/ or who had access to that email in 2011;</p> <p>2.5 If the "George" referred to in the email is George Papadakis, your husband or former husband;</p> <p>2.6 If the email was intended for George Papadakis:</p> <p>2.6.1 Indicate whether you provided this email and other emails from Kevin Wakeford and/ or Angelo Agrizzi to George Papadakis;</p> <p>2.6.2 Indicate whether you received any emails from other individuals associated with the entity commonly known as Bosasa, such as Gavin Watson, Andries Van Tonder and Petrus (Peet) Venter;</p>

	<p>2.6.3 Provide the Commission with copies of any other emails sent to you that were intended for George Papadakis from Kevin Wakeford and/ or any of the aforementioned individuals associated with Bosasa;</p> <p>2.7 Indicate, if known, what the association between George Papadakis and Kevin Wakeford was; and what services George Papadakis provided to Kevin Wakeford and/ or Bosasa.</p> <p>3. In respect of the documents attached hereto as <b>Annexure C and D</b>, provide confirmation that:</p> <p>3.1 Over the period January 2009 to January 2014:</p> <p>3.1.1 You, Chrisnae Papadakis, were married to George Papadakis and a Trustee of the Evergreen Environmental Trust, IT3235/05;</p> <p>3.1.2 Erf 361 Meyersdal Nature Estate Ext 3, was owned by the Evergreen Environmental Trust, IT3235/05;</p> <p>4. Noting that Mr Agrizzi stated:</p> <p style="padding-left: 40px;"><i>Kevin Wakeford approached Gavin Watson whilst we were undergoing a major SARS investigation. Kevin Wakeford told us that George Papadakis could resolve all the issues at SARS... Kevin Wakeford had made an arrangement with Gavin Watson that Bosasa would provide both wet and dry cement to a property in Meyersdal which was owned by George Papadakis;</i></p> <p>4.1 Excluding the residence at Erf 361 Meyersdal Nature Estate Ext 3 and noting the property report on George Papadakis attached hereto as <b>Annexure E</b>, please provide the details of any house in the Meyersdal area that is, or was owned by George Papadakis and/ or the following Trusts:</p> <p>4.2 Evergreen Environmental Trust;</p> <p>4.3 DP Residence Trust;</p> <p>4.4 DP Share Trust; and</p> <p>4.5 DP Family Trust.</p> <p>4.6 Please indicate whether you are aware of any cement being provided by Bosasa or any of its affiliates, to assist in building any house in the Meyersdal area that is, or was owned by George Papadakis and/ or the aforementioned Trusts:</p> <p>4.7 Provide the previous Unit number that Erf 361 Meyersdal Nature Estate Ext 3 was known by, prior to it being recorded as Erf 361, noting the Meyersdal 'stand map' attached hereto as <b>Annexure F</b>.</p>
--	--

# ANNEXURE "B"

*KW - 0048.*

**From:** [kevin@wakefordenterprises.co.za](mailto:kevin@wakefordenterprises.co.za)  
**To:** [Angelo Agrizzi](mailto:Angelo Agrizzi), [bigjohn](mailto:bigjohn), [chrisnae@gfia.co.za](mailto:chrisnae@gfia.co.za)  
**Date:** Mon, 25 Jul 2011 19:28:38 +0000  
**Subject:** Food Supply Oportunities

Meeting postponed as suggested by George  
Sent via my BlackBerry from Vodacom - let your email find you!

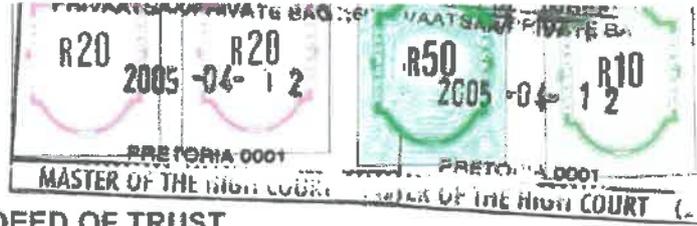
AA-KW-190



KJ



# ANNEXURE "C"



**DEED OF TRUST**

between : -

**GEORGE NICHOLAS PAPADAKIS**

identity number 660224 5088 007

(hereinafter referred to as "the **FOUNDER**")

and

**GEORGE NICHOLAS PAPADAKIS**

(identity number 660224 5088 007)

and

**CHRISNA PAPADAKIS**

(identity number 720809 0225 089)

and

**DON LESLIE KROWITZ**

(identity number 510421 5089 082)

**(JOINTLY HEREINAFTER REFERRED TO AS "THE TRUSTEES")**

*for JK*  
*GP*  
*KL*

*KJ*

and  
**GEORGE NICHOLAS PAPADAKIS**

in his capacity as father and natural guardian of NICHOLAS GEORGE PAPADAKIS (Identity Number 020326 5107 086) and the children who will be born of the union of **GEORGE NICHOLAS PAPADAKIS** and his wife **CHRISNA PAPADAKIS** (collectively referred to as "the **CHILDREN**" and each individually referred to as "the **CHILD**")

1. **PREAMBLE**

The **FOUNDER** desires to establish a **TRUST** with the intention of acquiring or accepting transfer of immovable and other assets for the purposes of benefitting the beneficiaries (as hereinafter defined) which assets are to be held by the **TRUSTEES** on behalf of the beneficiaries in **TRUST** on the terms and to the intents and purposes hereinafter set out.

2. **BENEFICIARIES**

The beneficiaries shall be the **CHILD/REN**.



# ANNEXURE "D"

Printed: 2019/09/20 11:00

# WinDeed Property Report



Township **MEYERSDAL NATURE ESTATE EXT 3, Erf 361/0**

## REGISTERED PROPERTY DETAILS

Property Type	ERF	Diagram Deed	T39667/2005
Erf Number	361	Registered Size	3291.0000SQM
Portion Number	0	Municipality	EKURHULENI METROPOLITAN MUNICIPALITY
Township	MEYERSDAL NATURE ESTATE EXT 3	Province	GAUTENG
Registration Division	IR	Coordinates (Lat/Long)	-26.282291 / 28.088441
Deeds Office	JOHANNESBURG		

## OWNER DETAILS

Owner 1 of 1

Person Type	COMPANY	Title Deed	T39667/2005
Name	EVERGREEN ENVIROMENTAL TRUST	Purchase Date	2004/09/14
Registration Number	IT3235/05	Purchase Price (R)	902,500
Share (%)	-	Registration Date	2005/07/18

## MAPS



## PROPERTY INFORMATION

Address	37 LONG CLAW STREET, MEYERSDAL, ALBERTON
Primary Use	-
Estate	-

### Room Configuration

Bedrooms	1	Reception Areas	-
Bathrooms	1	Study/Office	-
Kitchens	1		
Internal Finishes	-		

### General Information

Door Number	-	Roof Type	-
Floor Size (m <sup>2</sup> )	-	Wall Type	-
Storeys	-	Construction Year	-

### Other Features

Garages	-	Additional Dwellings	-
Garden	-		
Pool	-		

KJ

# ANNEXURE "E"

Printed: 2019/09/26 10:26

## WinDeed Spider Report

PAPADAKIS GEORGE NICHOLAS

**windeed**  
A LexisNexis® Product

GENERAL INFORMATION	
Date Requested	2019/09/26 10:25
Reference	NS

SUBJECT IDENTIFICATION	
Name	PAPADAKIS GEORGE NICHOLAS
ID Number	6602245088007
Date of Birth	1966/02/24
Marital Status	MARRIED OUT

ASSOCIATED PERSONS					
Name	ID/Reg Number	CIPC Name	Directorship	Current Properties	Prev. Owned Properties
STRYDOM PIERE JOHAN	6606075095081	-	-	3	4
PAPADAKIS CHRISNA	7208090225089	-	-	1	0
BROWN BROTHERS COMMERCIAL FIXED ASSETS PORTFOLIO PTY LTD	200201616307	FIDENTIA PROPERTY AND LEISURE	ACTIVE	0	3
LEGATUS TRUST	IT7487/1998	LEGATUS TRUST	INACTIVE	0	3
FUNDEV PROP INV PTY LTD	200101577907	FUNDEV PROPERTY INVESTMENTS	ACTIVE	0	13
LEGATUS TRUST PTY LTD	-	LEGATUS TRUST	INACTIVE	1	0
CHARPROP 177 CC	200105352723	CHARPROP 177	INACTIVE	1	1
LEGATUS TRUST	7487/98	LEGATUS TRUST	INACTIVE	0	1
CATFIGHT PROP 1414 CC	200706568523	CATFIGHT PROPERTIES 1414	INACTIVE	3	1
CATFIGHT PROP 1313 C C	200706568723	CATFIGHT PROPERTIES 1313	INACTIVE	1	0
CATFIGHT PROP 1313 CC	200706568723	CATFIGHT PROPERTIES 1313	INACTIVE	0	1
FIDENTIA PROP & LEISURE PTY LTD	200201616307	FIDENTIA PROPERTY AND LEISURE	ACTIVE	0	3
CATFIGHT PROP 1414 C C	200706568523	CATFIGHT PROPERTIES 1414	INACTIVE	2	2

PROPERTY SUMMARY				
Current Properties				
Document	Deeds Office	Amount (R)	Purchased	Properties
T52944/2005	JOHANNESBURG	CRT	-	MEYERSDAL EXT 12, 2251, 1
Previously Owned Properties				
Document	Deeds Office	Amount (R)	Purchased	Properties
T34352/2005	JOHANNESBURG	360 000	2004/12/08	MEYERSDAL NATURE ESTATE EXT 4, 15, 0
T16052/2000	JOHANNESBURG	90 000	1999/06/01	MEYERSDAL EXT 12, 2251, 0

BOND SUMMARY	
No bonds to display.	

OTHER DOCUMENTS				
Document	Deeds Office	Amount (R)	Registered	Spouse/Owner/Other
H1629/1999	JOHANNESBURG	R0.00	-	PAPADAKIS GEORGE NICHOLAS (6602245088007)  PAPADAKIS CHRISNA (7208090225089)

**PROPERTY DETAILS**

Current Properties					
<b>Property 1 of 1</b>					
<b>Property Type</b>	ERF	<b>Deeds Office</b>	JOHANNESBURG		
<b>Township</b>	MEYERSDAL EXT 12	<b>Local Authority</b>	CITY OF EKURHULENI METROPOLITAN MUNICIPALITY		
<b>Erf</b>	2251	<b>Province</b>	GAUTENG		
<b>Portion</b>	1	<b>Extent</b>	1050 SQM		
<b>Street Address</b>	33 DOUGLAS HARRIS DRIVE, MEYERSDAL				
Property Related Documents					
Document	Amount (R)	Purchased	Registered	Bond Holder/Owner	Share
T52944/2005	CRT	-	2005/09/16	PAPADAKIS GEORGE NICHOLAS (6602245088007)	-

**Previously Owned Properties**

<b>Property 1 of 2</b>					
<b>Property Type</b>	ERF	<b>Deeds Office</b>	JOHANNESBURG		
<b>Township</b>	MEYERSDAL NATURE ESTATE EXT 4	<b>Local Authority</b>	EKURHULENI METROPOLITAN MUNICIPALITY		
<b>Erf</b>	15	<b>Province</b>	GAUTENG		
<b>Portion</b>	0	<b>Extent</b>	677 SQM		
<b>Street Address</b>	6 BUSHBUCK STREET, MEYERSDAL				
Property was sold on 12/12/2004 - R 460 000					
Property Related Documents					
Document	Amount (R)	Purchased	Registered		
T34352/2005	360 000	2004/12/08	2005/06/24		

<b>Property 2 of 2</b>					
<b>Property Type</b>	ERF	<b>Deeds Office</b>	JOHANNESBURG		
<b>Township</b>	MEYERSDAL EXT 12	<b>Local Authority</b>	EKURHULENI METROPOLITAN MUNICIPALITY		
<b>Erf</b>	2251	<b>Province</b>	GAUTENG		
<b>Portion</b>	0	<b>Extent</b>	1050 SQM		
<b>Street Address</b>	31 DOUGLAS HARRIS DRIVE, MEYERSDAL				
Property was sold on 29/04/2005 - R 2 950 000					
Property Related Documents					
Document	Amount (R)	Purchased	Registered		
T16052/2000	90 000	1999/06/01	2000/03/23		

**OTHER POSSIBLE MATCHES**

No other possible matches to display.

This report contains information gathered from the WinDeed database and we do not make any representations about the accuracy of the data displayed nor do we accept responsibility for inaccurate data. WinDeed will not be liable for any damage caused by reliance on this report and for legal purposes encourage validation on ownership details with the Deeds Office. This report is subject to the terms and conditions of the [WinDeed End User Licence Agreement \(EULA\)](#).



FILED: 2019/09/20 10:43

# WinDeed Property Report



Township **MEYERSDAL EXT 12, Erf 2251/1**

## REGISTERED PROPERTY DETAILS

Property Type	ERF	Diagram Deed	T52944/2005
Erf Number	2251	Registered Size	1050.0000SQM
Portion Number	1	Municipality	CITY OF EKURHULENI METROPOLITAN MUNICIPALITY
Township	MEYERSDAL EXT 12	Province	GAUTENG
Registration Division	IR	Coordinates (Lat/Long)	-26.289304 / 28.099635
Deeds Office	JOHANNESBURG		

## OWNER DETAILS

Owner 1 of 1

Person Type	PRIVATE PERSON	Title Deed	T52944/2005
Name	PAPADAKIS GEORGE NICHOLAS	Purchase Date	-
ID Number	6602245088007	Purchase Price (R)	-
Share (%)	-	Registration Date	2005/09/16

## MAPS



## PROPERTY INFORMATION

Address	33 DOUGLAS HARRIS DRIVE, MEYERSDAL, ALBERTON
Primary Use	-
Estate	-

### Room Configuration

Bedrooms	-	Reception Areas	-
Bathrooms	-	Study/Office	-
Kitchens	-		
Internal Finishes	-		

### General Information

Door Number	-	Roof Type	-
Floor Size (m <sup>2</sup> )	-	Wall Type	-
Storeys	-	Construction Year	-

### Other Features

Garages	-	Additional Dwellings	-
Garden	-		
Pool	-		

KJ



**MUNICIPAL VALUATION**

Municipal Valuation R 1 937 000.00 Valuation Year 2010  
 Zoning Usage -

**SALES**

Sales shows the details of the most recent transfers, sales pending registration and properties for sale in close proximity to the specified property.



OpenStreetMap contributors

**Recently Registered Transfers**

Address / Property Description	Size (m <sup>2</sup> )	Sales Price (R)	Distance (m)	Sold	Transferred
A   MEYERSDAL EXT 12, 1454, 1	692	870,000	46	2019/04/09	2019/07/03
B   4 PIET MYBURG STREET MEYERSDAL	1 258	3,180,000	101	2019/01/20	2019/04/11
C   29 DOUGLAS HARRIS DRIVE MEYERSDAL	1 050	1,600,000	49	2018/06/18	2018/10/17
D   5 DIRK SMIT CRESCENT MEYERSDAL	665	900,000	84	2018/06/22	2018/08/01
E   12 DE BRUYN PLACE MEYERSDAL	1 246	2,500,000	109	2018/02/21	2018/09/04
A   MEYERSDAL EXT 12, 1454, 1	692	700,000	46	2017/08/24	2018/05/03
F   43 DOUGLAS HARRIS DRIVE MEYERSDAL	1 085	2,400,000	144	2017/11/01	2018/08/08
G   24 DIRK SMIT CRESCENT MEYERSDAL	1 351	4,500,000	220	2019/05/21	2019/07/05
B   4 PIET MYBURG STREET MEYERSDAL	1 258	2,500,000	101	2017/07/18	2017/10/06
H   4 MULLER PLACE MEYERSDAL	355	3,000,000	262	2018/11/21	2019/03/05
I   30A PHILIP ENGELBRECHT DRIVE MEYERSDAL	747	700,000	277	2019/05/27	2019/07/22
J   23 DOUGLAS HARRIS DRIVE MEYERSDAL	1 377	2,450,000	134	2017/05/17	2017/08/25
K   16 DOUGLAS HARRIS DRIVE MEYERSDAL	1 275	2,650,000	232	2018/01/17	2018/04/19
L   3 DAAN DIPPENAAR STREET MEYERSDAL	1 276	4,000,000	291	2019/03/20	2019/07/11
M   MEYERSDAL EXT 12, 2417, 20	422	2,850,000	305	2018/12/17	2019/03/07

**Properties For Sale**

Address / Property Description	Size (m <sup>2</sup> )	Listing Price (R)	Distance (m)	Listed
14 DE BRUYN PLACE MEYERSDAL	-	3,600,000	74	2019/02/24
14 DE BRUYN PLACE MEYERSDAL	-	3,600,000	74	2019/01/29
14 DE BRUYN PLACE MEYERSDAL	-	3,450,000	74	2018/11/19
27 DOUGLAS HARRIS DRIVE MEYERSDAL	-	3,295,000	76	2018/11/03
MEYERSDAL EXT 12 (DETAILS WITHHELD *)	-	6,500,000	129	2019/02/14
MEYERSDAL EXT 12 (DETAILS WITHHELD *)	-	6,500,000	129	2019/01/16
MEYERSDAL EXT 12, 2420, 0	-	3,680,000	118	2018/09/05
MEYERSDAL EXT 12 (DETAILS WITHHELD *)	-	6,500,000	129	2018/10/26
11 DIRK SMIT CRESCENT MEYERSDAL	-	6,500,000	129	2018/08/08
11 DIRK SMIT CRESCENT MEYERSDAL	-	6,500,000	129	2018/08/31
20 DOUGLAS HARRIS DRIVE MEYERSDAL	-	4,799,000	181	2019/02/14
19 DOUGLAS HARRIS DRIVE MEYERSDAL	-	2,990,000	209	2019/02/12
12 PIET MYBURG STREET MEYERSDAL	-	4,200,000	185	2018/09/22
6 DE BRUYN PLACE MEYERSDAL	-	4,199,000	157	2018/05/25
5 PHILIP ENGELBRECHT AVENUE MEYERSDAL	-	5,395,000	200	2018/10/11

\* The property location has been withheld at the estate agent's request and is not visible in the Sales Map.

KJ

**Sales Analysis**

30 properties used in the analysis.  
 Note: Where there is no monetary value or extent it has been ignored.

	Price (R)	R/m <sup>2</sup>	Extent (m <sup>2</sup> )
Highest Priced Property	4,500,000	3,331	1 351
Average Priced Property	2,320,000	2,359	983
Lowest Priced Property	700,000	937	747

**BONDS AND OTHER DOCUMENTS**

No documents to display

**PROPERTY HISTORY**

No history to display

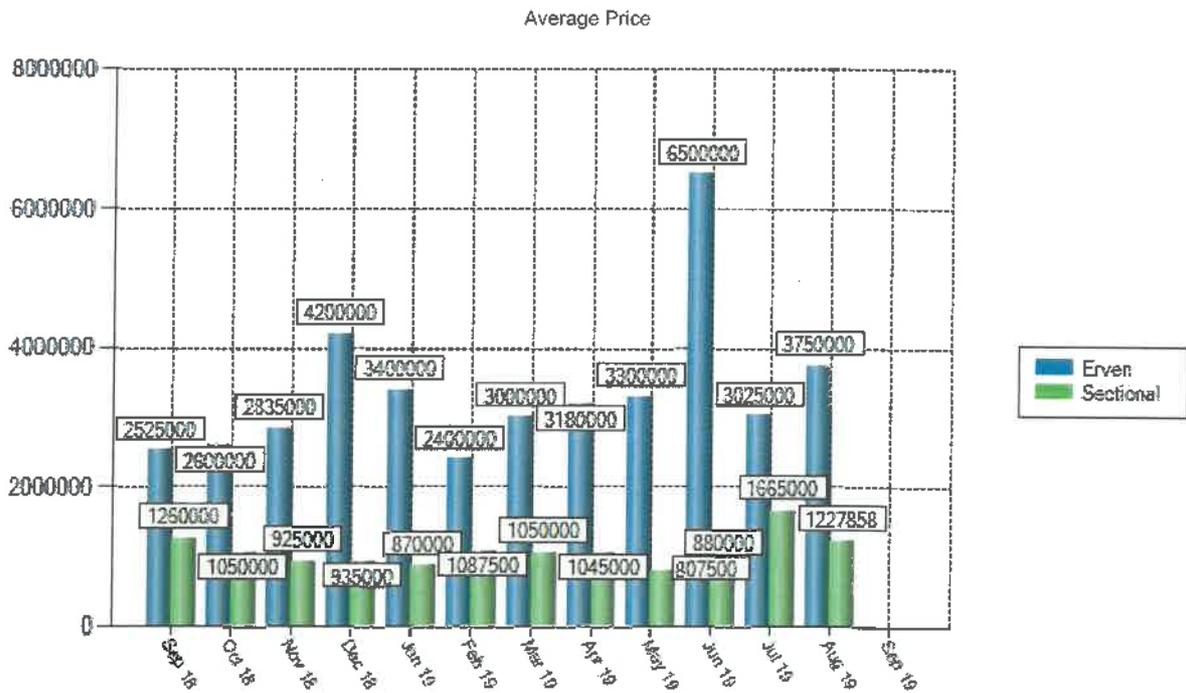
**AMENITIES**

Name	Type	Distance (m)
Sasol	Transport and Public Services	822
Meyersdals	Transport and Public Services	850
Sparrows Combined School	Education	1 443
Alberview Primary School	Education	1 615
Laerskool Randhart	Education	1 679
Alberton Remedial School	Education	1 989

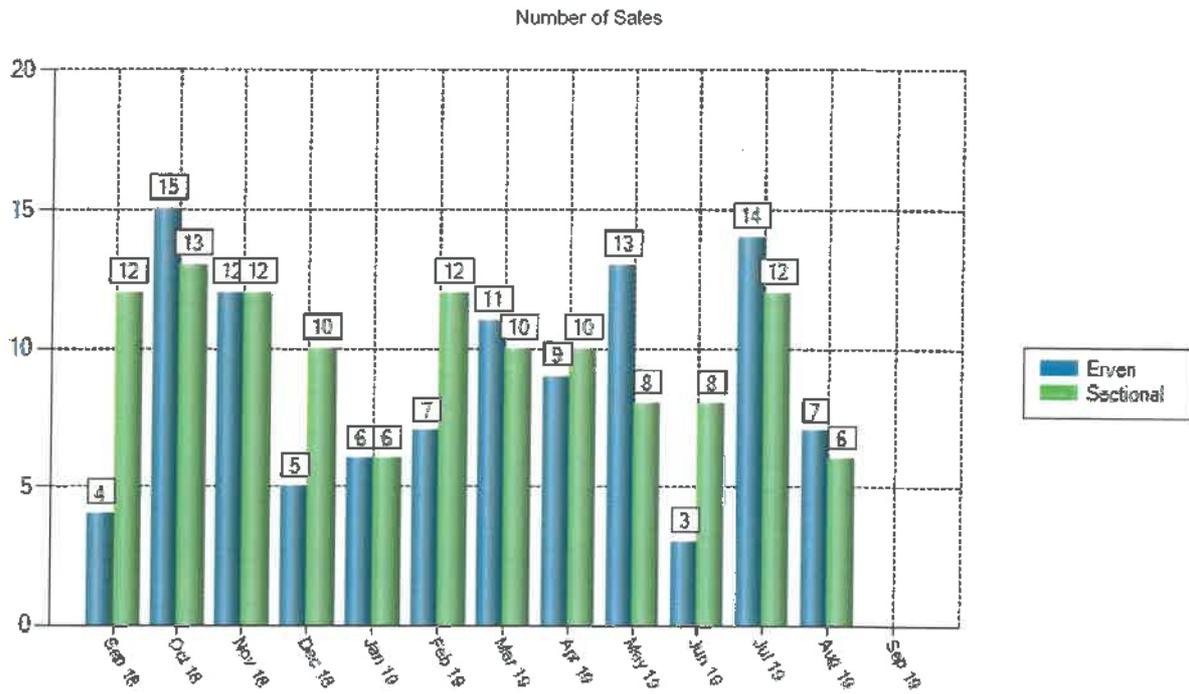
**SUBURB TRENDS**

The Suburb Trend graphs show the average price and total volume of sales in the suburb.

**Monthly Trends**



KJ

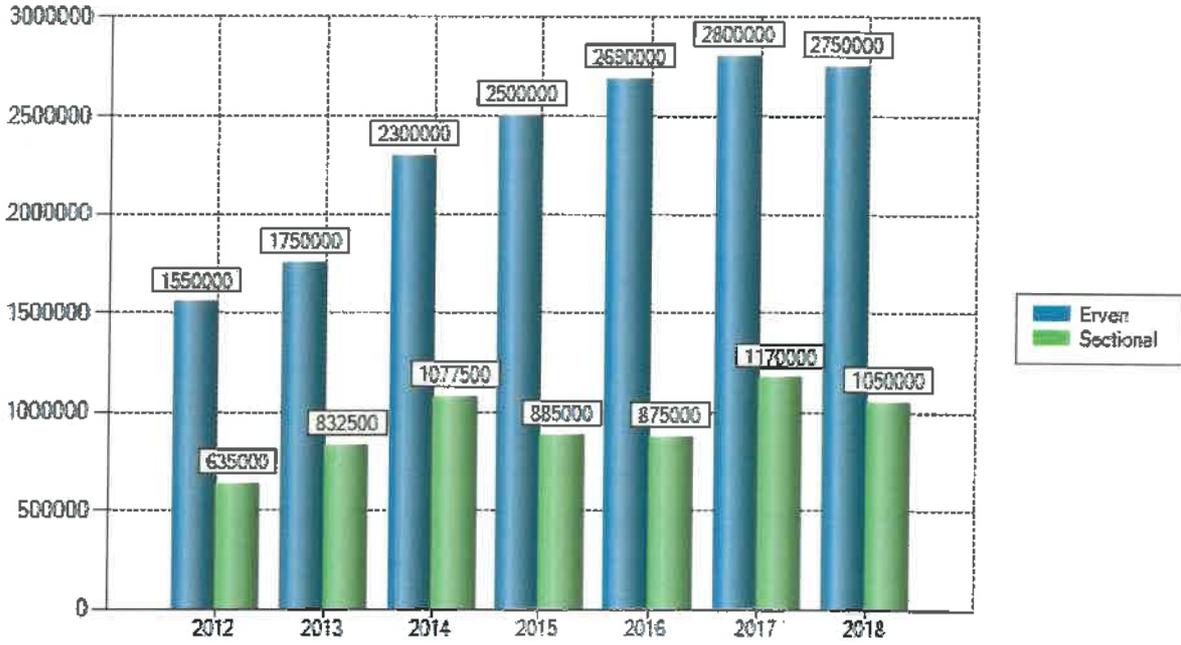


	Average Erf Price (R)	Total Erf Sales	Average SS Price (R)	Total SS Sales	Average Farm Price (R)	Total Farm Sales	Average AH Price (R)	Total AH Sales
Sep 18	2,525,000	4	1,260,000	12	-	-	-	-
Oct 18	2,600,000	15	1,050,000	13	-	-	-	-
Nov 18	2,835,000	12	925,000	12	-	-	-	-
Dec 18	4,200,000	5	935,000	10	-	-	-	-
Jan 19	3,400,000	6	870,000	6	-	-	-	-
Feb 19	2,400,000	7	1,087,500	12	-	-	-	-
Mar 19	3,000,000	11	1,050,000	10	-	-	-	-
Apr 19	3,180,000	9	1,045,000	10	-	-	-	-
May 19	3,300,000	13	807,500	8	-	-	-	-
Jun 19	6,500,000	3	880,000	8	-	-	-	-
Jul 19	3,025,000	14	1,665,000	12	-	-	-	-
Aug 19	3,750,000	7	1,227,858	6	-	-	-	-
Sep 19	-	-	-	-	-	-	-	-

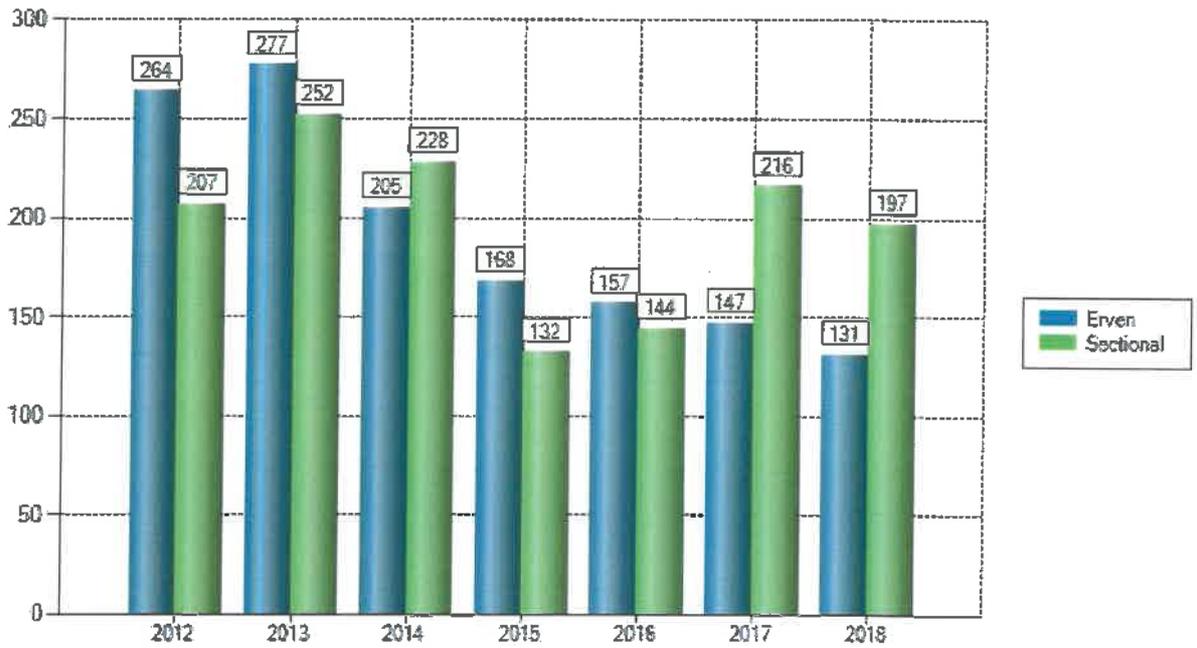
Handwritten signature and the letters "KI" are present in the bottom right corner.

Annual Trends

Average Price



Number of Sales



KJ

	Average Erf Price (R)	Total Erf Sales	Average SS Price (R)	Total SS Sales	Average Farm Price (R)	Total Farm Sales	Average AH Price (R)	Total AH Sales
2012	1,550,000	264	635,000	207	-	-	-	-
2013	1,750,000	277	832,500	252	-	-	-	-
2014	2,300,000	205	1,077,500	228	-	-	-	-
2015	2,500,000	168	885,000	132	-	-	-	-
2016	2,690,000	157	875,000	144	-	-	-	-
2017	2,800,000	147	1,170,000	216	-	-	-	-
2018	2,750,000	131	1,050,000	197	-	-	-	-

This report contains information gathered from the WinDeed database and we do not make any representations about the accuracy of the data displayed nor do we accept responsibility for inaccurate data. WinDeed will not be liable for any damage caused by reliance on this report and for legal purposes encourage validation on ownership details with the Deeds Office. This report is subject to the terms and conditions of the [WinDeed End User Licence Agreement \(EULA\)](#).

KJ 

# ANNEXURE "F"

K5





**ANNEXURE CE 2**

KJ 

**Strictly Private & Confidential****Mr Alan Nixon**

Judicial Commission of Inquiry into State Capture  
Hillside House, 3<sup>rd</sup> Floor  
17 Empire Road  
Parktown  
Johannesburg

**By e-mail: [alann@commissionsc.org.za](mailto:alann@commissionsc.org.za)**

6 February 2020

**RESPONSE TO INFORMATION REQUIRED FOR PURPOSES OF THE JUDICIAL COMMISSION OF INQUIRY INTO ALLEGATIONS OF STATE CAPTURE, CORRUPTION AND FRAUD IN THE PUBLIC SECTOR, INCLUDING ORGANS OF THE STATE**

I refer to your e-mails dated 30 January 2020, 31 January 2020 and 3 February 2020 respectively, as well as the official meeting held on 3 February 2020.

**1. RESPONSE TO QUESTIONS IN ADDITION TO THAT CONTAINED IN ANNEXURE A**

- 1.1 I cannot recall the exact details of the travel / holiday movements of George Papadakis over the period December 2013 / January 2014. However, based on airline booking confirmations, George Papadakis flew from Johannesburg to George on 10 December 2013 and flew from Cape Town to Johannesburg on 16 January 2014.
- 1.2 Based on airline booking confirmations, my son and I flew from Johannesburg to George on 20 December 2013. My son and I returned to Johannesburg from George on 13 January 2014. We were not accompanied by George Papadakis on these flights.
- 1.3 As requested, according to payroll records, George Papadakis resigned from Gobodo Forensic and Investigative Accounting (Pty) Ltd on 31 March 2008.

**2. RESPONSE TO ANNEXURE A, QUESTION 2 (ANNEXURE B)**

- 2.1 I confirm that to the best of my knowledge, I was using the e-mail address [chrisnae@gfia.co.za](mailto:chrisnae@gfia.co.za) during the period July 2011. This is my e-mail address at my place of employment.
- 2.2 I confirm that I have met Kevin Wakeford. I have never met Angelo Agrizzi.

- 2.3 I have never had any personal or business dealings with Kevin Wakeford and / or Angelo Agrizzi. However, I have had several interactions with Kevin Wakeford solely as a result of his association with my ex-husband, George Papadakis. These interactions were both in person and via e-mail. I cannot recall the exact details of these interactions.
- 2.3.1 Interactions with Kevin Wakeford which I can recall are recorded hereunder to the best of my recollection.
- 2.3.1.1 I cannot recall the year in which I was first introduced to Kevin Wakeford by my ex-husband, George Papadakis. I do recall Kevin Wakeford visiting the house, owned by George Papadakis, in which I used to reside prior to our divorce.
- 2.3.1.2 Kevin Wakeford would send e-mails to my work address intended for George Papadakis. I would print and provide George Papadakis with these e-mails and attachments thereto, where applicable. Accordingly, all e-mails sent to [chrisnae@gfia.co.za](mailto:chrisnae@gfia.co.za) by Kevin Wakeford from [kevin@wakefordenterprises.co.za](mailto:kevin@wakefordenterprises.co.za) were intended for George Papadakis. I do not have, nor have I ever had, a personal or business relationship with Kevin Wakeford.
- 2.3.1.3 The extent of my interactions with Kevin Wakeford was limited to his association with George Papadakis. Interaction would include e-mails received or telephone calls received on my private cellular phone from Kevin Wakeford's cellular phone number or that of his wife. I was not privy to the content of these conversations.
- 2.4 I do not know who the e-mail address referred to as "BigJohn" belonged to and / or who had access to that e-mail in 2011.
- 2.5 The "George" referred to in the e-mail is George Papadakis, my former husband.
- 2.6 I confirm that the e-mail was intended for George Papadakis.
- 2.6.1 I cannot recall providing this specific e-mail from Kevin Wakeford to George Papadakis.
- I do recall providing e-mails from Kevin Wakeford to George Papadakis per Kevin Wakeford's request. I would print e-mails received from Kevin Wakeford, intended for George Papadakis. I would then take the printed e-mails home and hand them to George Papadakis.

I have never received any e-mails directly from Angelo Agrizzi. I do, however, note that he was copied and / or included on certain e-mails sent to me by Kevin Wakeford.

- 2.6.2 To the best of my knowledge and recollection, I have never directly received any e-mails from other individuals associated with the entity commonly known as Bosasa, such as Gavin Watson, Andries van Tonder and Petrus (Peet) Venter.
- 2.6.3 I attach hereto as **EXHIBIT 1** e-mails from Kevin Wakeford, intended for George Papadakis, which I was able to locate.
- 2.7 I set out my knowledge of the association between George Papadakis and Kevin Wakeford hereunder.
- 2.7.1 It is my understanding that the association between George Papadakis and Kevin Wakeford commenced during their time together at the Commission of Inquiry into the rapid depreciation of the exchange rate of the Rand and related matters in 2002.
- 2.7.2 It is my understanding that George Papadakis was introduced to the Watsons by Kevin Wakeford based on the fact that Valence Watson occasionally accompanied Kevin Wakeford to the house in which I used to reside prior to our divorce.
- 2.7.3 I have no knowledge or information of the services and / or association between George Papadakis and Kevin Wakeford, or the services he provided to Kevin Wakeford and / or Bosasa. Save for the e-mail communications intended for George Papadakis, I was not privy to any of their interactions or discussions.

### 3. RESPONSE TO ANNEXURE A, QUESTION 3 (ANNEXURES C AND D)

3.1 Over the period January 2009 to January 2014:

- 3.1.1 I confirm that I was married to George Papadakis. According to **ANNEXURE C**, I was a trustee of the Evergreen Environment Trust (IT 3235/05) during this time. In this regard, I wish to place on record that as far as I can recall, George Papadakis informed me that the purpose of the Trust was to ensure the financial future of our son. I have never been actively involved in any matters relating to the Trust. I do not have any knowledge of the operations of this Trust.

KJ



- 3.1.2 According to my knowledge, and **ANNEXURE D** provided to me, Erf 361 Meyersdal Nature Estate Ext 3, situated at 37 Long Claw Street, Meyersdal Eco Estate, is owned by the Evergreen Environment Trust (IT 3235/05).

#### **4. RESPONSE TO ANNEXURE A, QUESTION 4 (MR AGRIZZI'S STATEMENT)**

##### **4.1 Details of any house in the Meyersdal area that is or was owned by George Papadakis and / or Trusts**

Based on the information provided to me in terms of **ANNEXURES D, E AND F**, and according to my understanding, I provide information on properties that is or was owned by George Papadakis and / or via Trusts hereunder.

- 4.1.1 According to my knowledge, the house situated at 33 Douglas Harris Drive, Meyersdal, Alberton, is currently still owned by George Papadakis.
- 4.1.2 According to my knowledge, and based on the information provided to me in terms of **ANNEXURE E**, the following houses, situated in the Meyersdal area, were or are either owned by George Papadakis or via Trusts:
- 4.1.2.1 No 2 La Devon, Louise Harris Crescent, Meyersdal. On 12 September 2019, this property was transferred from Charprop 177 CC, the sole member of which is The GP Trust (IT 8962/07) to me in terms of a Divorce Settlement attached to the Order of Divorce issued on 18 September 2018 by the High Court of South Africa. I do not know whether any other properties owned by Charprop 177 CC are situated in the Meyersdal area.
- 4.1.2.2 31 Douglas Harris Drive, Meyersdal, Alberton.
- 4.1.2.3 Stand 493, 1 Mulberry Street, Meyersdal Nature Estate, Meyersdal, Alberton.
- 4.1.2.4 6 Bushbuck Street, Meyersdal, Alberton.
- 4.1.2.5 Units 19 and 26, Leadwood Cluster Complex, 2 Hazel Street, Meyersdal, Alberton.
- 4.1.2.6 Unit 24, Watsonia Complex, Meyersdal Business Park, Meyersdal, Alberton.

4.1.2.7 Properties owned by Catfight Properties 1313 CC. I do not know whether any properties are situated in the Meyersdal area.

4.1.2.8 Properties owned by Catfight Properties 1414 CC. I do not know whether any properties are situated in the Meyersdal area.

#### 4.2 EVERGREEN ENVIRONMENT TRUST

Excluding the residence at Erf 361, Meyersdal Nature Estate Ext 3, situated at 37 Long Claw Street, Meyersdal Eco Estate, I am not aware of any other house in the Meyersdal area that is owned by the Evergreen Environment Trust.

#### 4.3 DP RESIDENCE TRUST

I have no knowledge of the DP Trust. Accordingly, I have no knowledge of any house in the Meyersdal area that is owned by the DP Residence Trust.

#### 4.4 DP SHARE TRUST

I have no knowledge of the DP Share Trust. Accordingly I have no knowledge of any house in the Meyersdal area that is owned by the DP Share Trust.

#### 4.5 DP FAMILY TRUST

I have no knowledge of the DP Family Trust. Accordingly I have no knowledge of any house in the Meyersdal area that is owned by the DP Family Trust.

4.6 I am aware that cement was delivered to construct the house situated at Erf 361 Meyersdal Nature Estate. However, I have no knowledge of who ordered, provided or delivered the cement, and whether such was provided by Bosasa or any of its affiliates.

4.7 I cannot recall the previous Unit number that Erf 361 Meyersdal Nature Estate Ext 3 was known by, prior to it being recorded as Erf 361. The map attached as **ANNEXURE F** records it as 55. Noting the stand map attached as **ANNEXURE F**, I can confirm that Unit 55 and Erf 361 is the same property.

Yours sincerely



Chrisna Engelbrecht

**ANNEXURE CE 3**

KJ 

**Chrisna Engelbrecht**

**From:** kevin@wakefordenterprises.co.za  
**Sent:** 10 October 2012 02:42 PM  
**To:** Chrisna Engelbrecht  
**Subject:** Re: Letter

Eish, that's a long time in Ctn. I will have to ring!

Kev

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

**From:** Chrisna Engelbrecht <chrisnae@gfia.co.za>  
**Date:** Wed, 10 Oct 2012 11:11:18 +0200  
**To:** Kevin Wakeford <kevin@wakefordenterprises.co.za>  
**Subject:** RE: Letter

Hi Kev,

Very thanks! You and family good?

Advisor in CTown until Friday, 19 October so don't expect response before then? Ok?

Groetnis! ☺

**From:** Kevin Wakeford [mailto:kevin@wakefordenterprises.co.za]  
**Sent:** 10 October 2012 10:48 AM  
**To:** Chrisna Engelbrecht  
**Subject:** Letter

Hi Chrisna

I need advice on this matter.

How are you? I will be in EC until Sunday.

Keep well.

Thanks

Kev

## WAKEFORD INVESTMENT ENTERPRISES CC

Registration No: 2006/173360/23 - VAT Registration No: 4370 232 544

PO Box 67183, Bryanston 2021 - TEL : +27 83 252 4978  
 e-mail: kevin@wakefordenterprises.co.za



**From:** Andries van Tonder [mailto:Andries.vanTonder@bosasa.com]  
**Sent:** 10 October 2012 09:30 AM

KJ [Signature]

**Chrisna Engelbrecht**

---

**From:** Kevin Wakeford <kevin@wakefordenterprises.co.za>  
**Sent:** 21 February 2013 11:41 AM  
**To:** Chrisna Engelbrecht  
**Subject:** FW: Letter

Hi Chrisna

How are you?

Please see below and ask advisor to comment:

The following must be sent on our auditors (Maseng Viljoen) letterhead urgently

We refer to our meeting yesterday regarding the Bosasa Operations audit. Pursuant to our meeting held with your Ms R Herbst, we have taken the matter up with our clients, who are attending to the matter urgently, the following concerns have been raised, and will be dealt with by the relevant consultative tax experts, as well as the legal team.

1. The group of companies, vehemently denies that the expenses incurred in respect of the maintenance was of an improvements nature, the Company is a Facilities Management company and as a normal course of business conducts repair and maintenance, and does not claim in respect of improvements. This is a matter of interpretation which we would assist our client and their legal compliance division to clarify. In support of the arguments our clients are prepared to get confirmatory affidavits from contractors that performed the work at the various facilities, in support of our application.
2. Further to our discussion our clients board is of the opinion that the numerous claims have in fact prescribed, and they are not amenable to going into historical matters if this is not required legally, the argument is that our client feels that it has been overly subjected to audits with undue emphasis, this is extremely time consuming and laborious and adversely affects the productivity of the company and its accounting personnel.

Yours Sincerely

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

[Angelo.Agrizzi@Bosasa.com](mailto:Angelo.Agrizzi@Bosasa.com)  
[Angelo.Agrizzi@me.com](mailto:Angelo.Agrizzi@me.com) -Private  
[Gina.Pieters@Bosasa.com](mailto:Gina.Pieters@Bosasa.com)

+{0} 27 11 662 6033 - Landline  
+{0} 27 82 902 8091- Mobile

KJ 

+{0} 27 11 954 3401- Facsimile

- TEAMS2think •
- TEAMT2Innovate •
- TEAMS2trust •

Sent via mobile not verified for accuracy

KJ



**Chrisna Engelbrecht**

**From:** kevin@wakefordenterprises.co.za  
**Sent:** 21 February 2013 11:59 AM  
**To:** Chrisna Engelbrecht  
**Subject:** Re: Letter

Tonight is perfect thanks! Family all well!  
 Sent via my BlackBerry from Vodacom - let your email find you!

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

**From:** Chrisna Engelbrecht <[chrisnae@gfia.co.za](mailto:chrisnae@gfia.co.za)>  
**Date:** Thu, 21 Feb 2013 11:47:37  
**To:** Kevin Wakeford <[kevin@wakefordenterprises.co.za](mailto:kevin@wakefordenterprises.co.za)>  
**Subject:** RE: Letter

Hi Kev!  
 All good thanks! You and family?  
 Will ask advisor tonight only if that's ok?

--- Original Message-----

**From:** Kevin Wakeford [<mailto:kevin@wakefordenterprises.co.za>]  
**Sent:** 21 February 2013 11:41 AM  
**To:** Chrisna Engelbrecht  
**Subject:** FW: Letter

Hi Chrisna

How are you?

Please see below and ask advisor to comment:

The following must be sent on our auditors (Maseng Viljoen) letterhead urgently

We refer to our meeting yesterday regarding the Bosasa Operations audit. Pursuant to our meeting held with your Ms R Herbst, we have taken the matter up with our clients, who are attending to the matter urgently, the following concerns have been raised, and will be dealt with by the relevant consultative tax experts, as well as the legal team.

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Yours Sincerely

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

[Angelo.Agrizzi@Bosasa.com](mailto:Angelo.Agrizzi@Bosasa.com)  
[Angelo.Agrizzi@me.com](mailto:Angelo.Agrizzi@me.com) -Private  
[Gina.Pieters@Bosasa.com](mailto:Gina.Pieters@Bosasa.com)

+{0} 27 11 662 6033 - Landline  
+{0} 27 82 902 8091- Mobile  
+{0} 27 11 954 3401- Facsimile

- MS2think •
- TEAMT2innovate •
- TEAMS2trust •

Sent via mobile not verified for accuracy

Please consider the environment before printing this e-mail.

Gobodo Forensic and Investigative Accounting (Pty) Ltd

Tel: +27 11 484 8807  
Fax: +27 11 484 8817

Entrance 1, Level -1  
Wessels View, Isle of Houghton  
Corner Carse O'Gowrie and Boundary Roads Houghton, Johannesburg, South Africa

PO Box 578  
Auckland Park  
2006

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KJ 

**Chrisna Engelbrecht**

---

**From:** kevin@wakefordenterprises.co.za  
**Sent:** 17 May 2013 01:04 PM  
**To:** Chrisna Engelbrecht  
**Subject:** Fw: Fwd: TAX AUDITS IN THE SPOTLIGHT  
**Attachments:** Business-Day-16-May-2013-SARS-Audits(3).pdf; ATT00001.htm

See attached re discussion!

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

---

**From:** Andries van Tonder <[Andries.vanTonder@bosasa.com](mailto:Andries.vanTonder@bosasa.com)>  
**Date:** Fri, 17 May 2013 10:53:04 +0000  
**To:** Kevin Wakeford <[kevin@wakefordenterprises.co.za](mailto:kevin@wakefordenterprises.co.za)>  
**Subject:** Fwd: TAX AUDITS IN THE SPOTLIGHT

Sent from my iPhone

Below is forwarded message:

**From:** Carlos Bonifacio <[Carlos.Bonifacio@bosasa.com](mailto:Carlos.Bonifacio@bosasa.com)>  
**Date:** 17 May 2013 10:13:29 SAST  
**To:** Angelo Agrizzi <[Angelo.Agrizzi@bosasa.com](mailto:Angelo.Agrizzi@bosasa.com)>, Andries van Tonder <[Andries.vanTonder@bosasa.com](mailto:Andries.vanTonder@bosasa.com)>, David Janks <[David.Janks@bosasa.com](mailto:David.Janks@bosasa.com)>, Colleen Jansen van Rensburg <[Colleen.JansenvanRensburg@bosasa.com](mailto:Colleen.JansenvanRensburg@bosasa.com)>  
**Subject:** TAX AUDITS IN THE SPOTLIGHT

Kind regards,

**Carlos Bonifacio**  
Group Financial Coordinator

The Bosasa Group of Companies  
Mogale Business Park  
Windsor Road | Mogale City | 1739 | Gauteng | South Africa  
☎ +27 (0)11 662 6045  
☎ +27 (0)11 662 6145  
☎ +27 (0)82 853 1428

[Carlos.Bonifacio@Bosasa.com](mailto:Carlos.Bonifacio@Bosasa.com)  
[www.bosasagroup.com](http://www.bosasagroup.com)

## Courts reel in SARS 'fishing expeditions' against taxpayers

EVAN PICKWORTH  
Editor at Large

OPEN-ended fishing expeditions by the South African Revenue Service (SARS) could come under attack as court actions begin to mushroom against tax assessments in SA, a tax conference heard yesterday.

A concern is that small business could be left in the lurch due to the high costs of advice and assistance where SARS gets it wrong.

Taxpayers were advised to carefully read audit letters issued to them to ensure the requirement to "give adequate reasons" had been complied with. A new format of return is being introduced by SARS this month, called an enhanced income tax return for companies, which is aimed at modernising company tax and proving efficiency.

SARS received powers in the new Tax Administration Act (TAA) to search and seize without warrants in some instances, but the courts have already moved to limit this right by balancing it against the right to privacy and dignity contained in the Customs and Excise Act.

"The opportunity is there for you to revisit what they (SARS) have done in an audit through the new letter-of-findings process in the TAA, how they have done it, and to give you an opportunity to show them if they are wrong, why they are wrong and that they have to take into account all relevant facts and law," International

tax attorney Prof Daniel Erasmus said at the South African Institute of Tax Practitioners conference held in Sandton yesterday.

Prof Erasmus said the new tax ombudsman, the SARS Service Monitoring Office or appropriate tax litigation insurance could help small businesses, but engagement between SARS and the industry to discuss "frustrations" was necessary.

"There appears to be a strong emphasis on collecting money — whereas taxpayers in the audience are expressing a breakdown in communication and frustrations," Prof Erasmus said.

His advice was to "give what you absolutely have to after receiving adequate reasons for an audit" and to engage with SARS auditors.

Prof Erasmus said Australia was taking action to improve relations between the tax office and taxpayers, and SA should look to the country as an example. "In Australia there will be meetings with big business to find out what has gone wrong in the relationship. The tax office is prepared to address this as the relationship is important for compliance."

"The trend is clearly for increased audits, with a big focus on collections," KPMG corporate tax director Muhammad Saloojee said.

"New (tax) forms are probably to be welcomed as they should improve disclosure," KPMG associate director Lesley Isherwood said.

pickworth@bdfm.co.za

KJ G

Chrisna Engelbrecht

---

**From:** Kevin Wakeford <kevin@wakefordenterprises.co.za>  
**Sent:** 27 May 2013 10:20 AM  
**To:** Chrisna Engelbrecht  
**Subject:** RE: Meeting this week

Appreciated!!



**From:** Chrisna Engelbrecht [<mailto:chrisnae@gfia.co.za>]  
**Sent:** 27 May 2013 09:55 AM  
**To:** Kevin Wakeford  
**Subject:** RE: Meeting this week

Will chat to him tonight and let you know! ☺

**From:** Kevin Wakeford [<mailto:kevin@wakefordenterprises.co.za>]  
**Sent:** 27 May 2013 09:54 AM  
**To:** Chrisna Engelbrecht  
**Subject:** Meeting this week  
**Importance:** High

Hi Chrisna

I'm just that George is well and recovering from his disappointment. I see that the News Papers refer to the NPA seeking a review of the judgement on the JA Brown/Fidentia matter. That is certainly good news.

Could Valence and I see George this week. Valence arrives mid-morning tomorrow and departs on Thursday afternoon. The sale of Vulisango assets to Corvest is complete and requires some urgent input from George. I also have a few minor but equally important matters to cover with him.

Please let me know what time suits him.

Kind regards

Kev

KJ 

**Chrisna Engelbrecht**

---

**From:** Kevin Wakeford <kevin@wakefordenterprises.co.za>  
**Sent:** 30 September 2013 01:08 PM  
**To:** 'Chrisna Papadakis'  
**Cc:** Chrisna Engelbrecht  
**Subject:** URGENT: Tomorrow's meeting  
**Attachments:** Bosasa Supply Chain Management - draft letter to SARS - 24 09 2013.doc

Dear Chrisna

I will be meeting George tomorrow at 2pm. **Please cancel your driver's collection** at my office as I will give him the Fidentia file personally.

In addition I will drop off 75% of the Biltong and Dried Wors for him, Nick and Athos.

I attach a document that he needs to peruse before I meet him.

Thanks

Ke

**WAKEFORD INVESTMENT ENTERPRISES CC**

Registration No: 2006/173360/23 - VAT Registration No: 4370 232 544

PO Box 67163, Bryanston 2021 - TEL : +27 83 252 4978  
e-mail: kevin@wakefordenterprises.co.za

**From:** Chrisna Papadakis [<mailto:cpapadakis@mweb.co.za>]  
**Sent:** 27 September 2013 03:12 PM  
**To:** [kevin@wakefordenterprises.co.za](mailto:kevin@wakefordenterprises.co.za)  
**Subject:** objection

**SARS AUDITS CONDUCTED ON THE BOSASA GROUP OF COMPANIES – CURRENTLY  
AUDITING BOSASA SUPPLY CHAIN MANAGEMENT (PTY) LTD**

1. We refer to the various letters to, and meetings held with, senior SARS officials regarding specific areas of concern. The timeline of these communications are listed hereunder for your ease of reference:
  - 30 May 2013 – Letter to the SARS Group Executive: Mr Makwakwa
  - 19 June 2013 – Letter to the now acting Commissioner: Mr Pillay
  - 25 June 2013 – Meeting at SARS Head Office with SARS' Desrae Lawrence (from Head Office) and Fhatuwani Ntsieni (from Megawatt Park)
  - 18 July 2013 – Meeting at Bosasa Head Office with SARS' Head of Megawatt Park Fhatuwani Ntsieni, Team Leader Sonet van Eeden, audit specialist Karen Hills, and auditor Victor Nyamate
  - 18 September 2013 – Meeting at Bosasa Head Office with SARS' auditors Sonet van Eeden, Karen Hills, and Victor Nyamate.
2. In the abovementioned correspondence and meetings, we expressed specific concern regarding the auditors assigned to the Bosasa Group of Companies and their conduct.
3. During all of the meetings, we were given the assurance by the SARS officials that our concerns will be addressed and the outstanding audit will be finalised as a matter of urgency.
4. In fact, during the meeting of 18 July 2013 at the Bosasa Head Office, Mr Fhatuwani Ntsieni stated that Bosasa Supply Chain Management (Pty) Ltd ("BSCM") was to be the very last company within the Bosasa Group to be audited, and further reassured the attendees of his commitment to see to it that the BSCM audit is finalised within a short period of time. Mr Ntsieni went as far as to request that the audit be finalised by the end of July 2013. Ms van Eeden responded that this would not be possible. In addition, Mr Ntsieni also clearly stated that the audit of Bosasa Operations (Pty) Ltd had been finalised and that his auditors were not allowed to request or obtain any further information from Bosasa Operations (Pty) Ltd. While Mr Ntsieni was making this statement, Ms van Eeden twice tried to interrupt him in an attempt to stop him from giving this undertaking. Notwithstanding Ms van Eeden's conduct, Mr Ntsieni turned directly to her and re-confirmed his statement. The meeting ended with Mr Ntsieni re-confirming his commitment to the process, and invited us to contact him should we have any further concerns regarding the audit. All of Mr Ntsieni's statements, assurances, undertakings, and representations during this meeting constituted an agreement given by SARS to Bosasa.

KJ

5. To demonstrate the effort we have taken thus far in providing SARS with Information and documentation to facilitate their audit, we set out hereunder a brief explanation of the last exchange of communications with SARS, illustrating the dates and SARS' corresponding requests.
6. With our letter dated 2 August 2013, we provided SARS with an overview of the company (BSCM), which included the following facts:
  - The date the company was established.
  - An explanation of the production process.
  - Where the business operated from.
  - That the Development Bank of Southern Africa ("DBSA") was approached to obtain financial assistance for the prawn farm project.
  - DBSA supported the initial phase of the prawn farm project and was also considering financing the commercial roll out thereof on a larger scale.
  - As a result of the negative publicity, DBSA declined the funding.
  - The Coega prawn farming project was terminated subsequent to a company resolution dated 1 December 2009.
  - Although the prawn production project was terminated, the company did not cease trading. The company proceeded to rent out certain of its assets to its holding company, Bosasa Operations (Pty) Ltd. This was the situation for the 2011 and 2012 tax years.
  - Bosasa Operations is the 100% holding company of SeaArk.
  - Bosasa Operations is in the business of the processing, preparing, providing, cooking and serving of a variety of food items in various Correctional Facilities and Mine Hostels. Because of the multi-functional nature of the processing plant and other assets utilised within the SeaArk facility, together with the favourable Rand/US Dollar exchange rate at the time when the processing plant was bought, the opportunity existed to rent certain of the foregoing assets to Bosasa Operations for use in its facilities. Rental has been charged at an arm's length price between the companies and supporting invoices exist in this regard.
  - From April 2012, the company facilitated the procurement process of all food items for the business of the Bosasa Group, mainly for purposes of the Goldfields Mining Contract.

KJ



- The abovementioned activities fall within the broad parameters of SeaArk's registered main business and object clauses – "carry on as a food processing and distribution facility in its widest form with specific reference to meat, sea and vegetable products".
  - SeaArk's assets constitute "property" and SeaArk's letting thereof falls squarely within the meaning of "trade".
7. Pursuant to furnishing the above, we then received a SARS letter dated 23 August 2013 entitled "Request for Relevant Material". We were under the impression that this would be the last audit query before finalizing the case – especially in light of Mr Ntsieni's assurances during our last meeting.
  8. Thereafter, a meeting was held on 18 September 2013 at Bosasa's premises during which we made all the information SARS had requested available to the auditors (in accordance with the written request of 23 August 2013), save for one or two minor things. The SARS auditors present were Ms van Eeden, Karen Hills and Victor Nyamate. The SARS auditors were afforded the opportunity to work through the information. After two hours, they called Mr Peet Venter and requested further/additional information, most of which had already been given to SARS. For instance, Ms van Eeden again requested invoices from Bosasa Operations (Pty) Ltd - previously requested and furnished to SARS during that taxpayer's audit and which Mr Ntsieni had indicated was finalized.
  9. The foregoing is a summary of the chronology of events. The manner in which this audit has been performed by SARS has become untenable and we are now compelled to cause this letter to be written to you. We explain the areas of concern below, which in some instances are repetition of the issues previously raised which, despite senior SARS officials' assurances to address same, have remained (and continue to be) a major problem.
  10. Firstly, the manner in which this audit is being conducted is not according to what was agreed upon, and none of our concerns regarding the auditors' conduct were attended to. This is evidenced, to name but one example, by Victor Nyamate's presence. As we have already mentioned in previous correspondence, the introduction of the "new" additional auditor, Mr Victor Nyamate, was merely a token gesture. He has not contributed in any of our meetings or correspondence. In some e-mail correspondence, Mr Nyamate was not even copied therein. Mr Nyamate's attendance as a "token" is an insult to the Black Empowered Bosasa Group of Companies, to SARS and to Mr Nyamate himself.
  11. Secondly, the goalposts of the audit continually change. The period in which to complete same is constantly extended and the requests for information seems never-ending. The resultant effect would appear to be that the SARS auditors are on a fishing expedition and refuse to finalize this

KJ



audit until they have found some information to warrant an unfavourable finding against the taxpayer.

12. In addition to the above, there appears to be a persistent barrage of "querying", often completely irrelevant in nature. The SARS auditors' request for the Espadon Marine Agreement is one example to illustrate this point. This must also be viewed in light of absurd statements made by the auditors, which appear to emanate from hearsay statements. In this regard, we refer to Ms van Eeden's flippant statement "didn't somebody sue somebody regarding the Espadon Marine Agreement?" Such a baseless comment is extremely concerning because it demonstrates the SARS auditors lack of understanding or appreciation of the correct factual position and further highlights their unwarranted probing.
13. The context surrounding this audit suggests that it is not being conducted from pre-determined risk assessment criteria, but is merely a fishing expedition to substantiate a risk profile in the hope that the auditors will "find something".
14. Under the circumstances, you will appreciate our perception and negative sentiment towards the process this audit has followed and the SARS auditors running same. The SARS auditors seem to disregard authoritative instruction and simply refuse to comply with what was agreed upon during the preceding meetings.
15. Our attempts at approaching senior SARS officials in an attempt to address our concerns and avoid problems with this audit remain unresolved. Consequently we are forced to adopt this stance after we have exhausted all other possible diplomatic avenues.
16. Mr Ntseni guaranteed us, during the 18 July meeting, that the BSCM audit would be the last audit, that finalization thereof would be expedited and that there would be no further queries in respect of any other company within the Bosasa Group, but particularly not from Bosasa Operations (Pty) Ltd, which was now closed. This agreement between the parties created a legitimate expectation in favour of the Bosasa Group. The audit must be viewed in light of this agreement. However, the SARS auditors' conduct is currently in breach thereof and thus contrary to the legitimate expectation SARS created.
17. All the information to which this audit relates has now been provided to SARS to enable SARS to make a decision. SARS now has a duty to make a finding and must inform the taxpayer in writing in terms of section 42 of the Tax Administration Act, No 28 of 2011. This letter of findings must set out the facts and the law upon which SARS' conclusion is reached. Should SARS now decide to pursue an audit in an alternate direction, then such conduct falls outside the scope of the agreement. We hold SARS to their agreement. Accordingly SARS is now obliged to finalize this

KJ



audit and if the auditors are insistent on pursuing another approach, then SARS must commence with a new audit with respect to new issues, without prejudice to any of the taxpayers' rights.

18. We point out that Bosasa has now been the subject of 7 audits in 3 1/2 years. Therefore to the extent that SARS wishes to commence a new audit, we will require full disclosure of the scope, extent and purpose thereof and on what risk analysis this decision is based. We would also require adequate reasons for SARS' breach of the agreement arrived at between the parties and SARS' undermining of the legitimate expectation created - upon which the Bosasa Group believed it could rely. This information is sought to enable us to consider the merits of a review application, should same be necessary.

19. All of the Bosasa Group of Companies' rights remains reserved.

Yours sincerely

.....

KJ 9

**Chrisna Engelbrecht**

---

**From:** kevin wakeford <kevin.wakeford@simmers.co.za>  
**Sent:** 05 December 2013 11:19 AM  
**To:** Chrisna Engelbrecht  
**Cc:** Chrisna Papadakis  
**Subject:** Letter of findings  
**Attachments:** Letter of Findings 3 Dec 2013.pdf

Hi Chrisna

Please ask advisor to have a look.

Regards

**Kevin Wakeford**

Director

c +27 83 252 4978 t +27 11 234 2474 f +27 11 234 2008

357 Rivonia Boulevard | Rivonia | Johannesburg | 2191

[www.simmers.co.za](http://www.simmers.co.za)



**From:** Karen Hills [<mailto:KHills@sars.gov.za>]  
**Sent:** Tuesday, December 03, 2013 3:18 PM  
**To:** Peet Venter ([peet@dah.co.za](mailto:peet@dah.co.za))  
**Cc:** Victor Nyamate; Sonet van Eeden  
**Subject:** Bosasa Supply Chain Management (Pty) Ltd - Letter of findings

Dear Peet,

Herewith attached is the letter of findings for Bosasa Supply Chain Management (Pty) Ltd. Please let me know when you are available to discuss the findings and we can schedule a meeting as discussed. Should you in the mean-time require any workings please let me know and I will send through to you.

Note that due to a system error Riette Herbst' information will still show as the auditor on the original letter. Our apologies again for this system error.

Regards  
Karen Hills  
Megawatt Park  
South African Revenue Service  
Tel: 011 602 4216  
Fax: 010 208 3440

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**CORPORATE INCOME TAX**

**Audit Findings**

BOSASA SUPPLY CHAIN MANAGEMENT F  
LTD  
POSTNET SUITE 188  
PRIVATE BAG X 3  
PAARDEKRAAL  
1752

Enquiries should be addressed to SARS:

**Contact Detail**

Auditor information  
Name: Riette Herbst  
Telephone :0116023697  
Fax: 0866125185  
Email: rherbst@sars.gov.za  
Contact Centre Tel: 0800 00 SARS (7277)  
SARS online: www.sars.gov.za

**Details**

Tax Reference No: 9398232141  
Tax Period: 2010  
Case No: 101864916  
Date: 03/12/2013

Always quote this reference number when contacting SARS

Dear Taxpayer

**AUDIT FINDINGS**

The South African Revenue Service (SARS) has completed the corporate income tax audit for the 2010; 2011; 2012 tax period(s). This letter informs you of the proposed adjustment(s) to your assessment based on the audit findings.

Summary of Findings			
Tax Period(s)	Provisions of the Income Tax Act No. 68 of 1962 (IT Act)	Brief description of proposed adjustment	Adjustment Amount
2010	Section 23H of the Income Tax Act	Prepayments from prior year not added back in prior year	R360 089.52
2011	Section 1 Definition of 'trade' and Section 20 of the Income Tax Act; Section 102 of the Tax Administration Act	Assessed loss	R31 565 796.36
2011	Section 11(a) & Section 11(e) of the Income Tax Act; Section 102 of the Tax Administration Act	Depreciation not added back per tax calculation and debits claimed not in the production of income	R280 810.88
2012	Section 11(a) & Section 11(e) of the Income Tax Act; Section 102 of the Tax Administration Act	Wear and tear claimed - not in the production of income	R10 867 287.60
2011	Section 11(a) of the Income Tax Act; Section 102 of the Tax Administration Act	Expenses not in the production of income	R252 204.68
2012	Section 11(a) of the Income Tax Act; Section 102 of the Tax Administration Act	Expenses not in the production of income	R118 087.76
Total			R43 464 276.80

**Explanation of proposed adjustment(s):**

1. Expense(s)/deduction(s) claimed incorrectly

**1.1 The facts (audit findings):**

The 2010 tax computation shows a deduction of prepayments of R1,286,034 from the prior year. On review of the prior year tax computation the amount had not been added back. The taxpayer has confirmed that the amount has been deducted in error due to prior year calculation having been amended and the outdated calculations used to prepare the 2010 tax calculation.

**1.2 The law:**

Section 23H of the Income Tax Act

**1.3 Application of the law:**

The prepayments deducted as 'prepaid expenses not limited by section 23H' of the Income Tax Act by the taxpayer per the tax calculation for 2010 will be disallowed due to there not being prepayments added back per the tax calculation for 2009.

2. Assessed loss

**2.1 The facts (audit findings):**

The taxpayer has assessed tax losses from prior years trading activities that have been brought forward to the 2011 year of assessment. The taxpayer shut down the operation in December 2009. Subsequent to the shutdown the company intended to sell all the assets to either a third party called Espadon Marine (Pty) Ltd or to its holding company Bosasa Operations (Pty) Ltd. These intended transactions



Name: BOSASA SUPPLY CHAIN Timestamp: 770617+  
Tax Ref No: 9398232141 Year: 2010  
Form ID: AUDIT1 Page of Page: 01/05  
Company Version: Template Version: v2012.01.02

KJ

are noted in the annual financial statements for both 2010 and 2011 dated 22 October 2010 and 19 October 2011 respectively indicating that at these dates the intention for both transactions had not changed. We have received the Asset Sale Agreement with Espadon Marine, but have not received the letter of intention from Bosasa Operations (Pty) Ltd to purchase the remainder of the assets as mentioned per the notes in the financial statements. Neither of these transactions has since materialised. The annual financial statements for 2011 show revenue of R1,200,000 described as 'rendering of services'. During discussions with the taxpayer they have advised that the holding company has rented large fridges that had been transported from the plant in Port Elizabeth to the holding company premises in Mogale City in Krugersdorp. Other correspondence from the taxpayer mentions that this was rental of 'certain of its assets' to its holding company. Documentary proof showing that equipment was moved from the plant and transported to Mogale City has not been provided by the taxpayer as they say this documentation does not exist due to their using their own transport within the group. An affidavit to this effect has been provided by the Fleet Coordinator. We have found that the invoices that were raised for 'rental of equipment' fall out of date sequence and processing sequence with other invoices issued for ad hoc sale of assets during this period, indicating that the invoices for 'rental of equipment' were raised after September 2011, seven months after the 2011 year of assessment. During the 2011 year of assessment the holding company had purchased other assets from the taxpayer. These transactions are dated 31 December 2010 and 1 November 2011. The VAT returns submitted by the taxpayer show other ad hoc sales of assets to the holding company and another 3rd party in December 2010 and January 2011 are recorded as output VAT in the correct periods. However, invoices issued for 'rental of equipment' from March 2010 to February 2011 are only recorded for Output VAT in September 2011. We performed an exercise to eliminate assets set aside for sale to Espadon Marine (Pty) Ltd from the asset register provided by the taxpayer. From the remaining list of assets we could not identify the assets that the holding company claims that they were renting. Since the company shut down operations it has changed its name from Sea Ark Africa (Pty) Ltd to Bosasa Supply Chain Management (Pty) Ltd and changed its main business from farming to food processing and distribution. In the annual financial statements for 2012 all property, plant and equipment was impaired to nil value. In April 2012 the company continued the procurement process for the Bosasa Group of company's. The tax saving of retaining the assessed loss for set-off against future profits for the Bosasa group would be material in value.

## 2.2 The law:

Section 1 Definition of 'trade' and section 20 of the Income Tax Act; Section 102 of the Tax Administration Act

## 2.3 Application of the law:

In order to retain assessed losses for set-off against taxable income by any person they must have carried on any trade in the year of assessment. We take note of the application of section 20 of the Income Tax Act as set out per correspondence from the taxpayer dated 2 August 2013. We disagree with the fact that the taxpayer was involved in trading activities for the year of assessment. Should the taxpayer have been 'trading' as defined the assessed loss would be allowed for set-off. However, due to evidence gathered and lack of documentary proof provided by the taxpayer we believe based on the findings set out above that the company did not 'trade' for the 2011 year of assessment and therefore intend to disallow the assessed losses brought forward to the 2011 year of assessment. The burden of proof is on the taxpayer to prove that an amount or item is deductible or may be set-off.

## 3. Expense(s)/deduction(s) claimed incorrectly

### 3.1 The facts (audit findings):

On review of the tax computation for 2011 it is noted that depreciation is not added back, nor any specific capital allowances claimed for the year showing that the taxpayer is claiming the amount debited to the income statement as a deduction. As the company shut down operations in December 2009 the assets were not used in income producing operations for the year of assessment. It is noted that the deduction claimed was only calculated on assets then included in property, plant and equipment and not non-current assets held for sale.

### 3.2 The law:

Section 11(a) and Section 11(e) of the Income Tax Act; Section 102 of the Tax Administration Act

### 3.3 Application of the law:

Expenses or deductions may be claimed if they are in the production of income. The assets were not used during the 2011 year of assessments to produce income. We therefore intend to disallow the amounts claimed in the tax return. The burden of proof is on the taxpayer to prove that an amount or item is deductible.

## 4. Expense(s)/deduction(s) claimed incorrectly

### 4.1 The facts (audit findings):

On review of the tax computation for 2012 it is noted that a capital allowance of R38,883,170 was claimed under wear and tear allowance section 11(e). Included in the amount claimed are the following amounts: (a) R3,351,801 for wear and tear underclaimed for 2011 year of assessment. (b) R3,164,433 for wear and tear claimed for 2012 year of assessment. (c) R 32,368,938 for impairment of property, plant and equipment to nil value (including R19,402,267 for processing equipment that has never been depreciated or allowances claimed that may be considered as not having been brought into use). The company shut down operations in December 2009 and assets were not used in any income producing operations for the year of assessment.

### 4.2 The law:

Section 11(a) and Section 11(e) of the Income Tax Act; Section 102 of the Tax Administration Act

### 4.3 Application of the law:

Expenses or deductions may be claimed if they are in the production of income and not capital in nature. The assets were not used during either 2011 or 2012 years of assessments to produce income and part of the deduction claimed is capital in nature. We therefore intend to disallow the total amount claimed in the tax return. The burden of proof is on the taxpayer to prove that an amount or item is deductible.

## 5. Expense(s)/deduction(s) claimed incorrectly



Review:	Bosasa Supply Chain Management	270124
Tax Ref No:	20120102	2012
Para ID:	48071	Page of Page: 02/03
Content Version:		Telephone Number: 1201220102

KJ 9

**5.1 The facts (audit findings):**

Expenses being auditors remuneration, bank charges, insurance and finance costs per the income statement for 2011 are being claimed as deductions. The expenses are not in production of the income reflected in the financial statements.

**5.2 The law:**

Section 11(a) of the Income Tax Act; Section 102 of the Tax Administration Act

**5.3 Application of the law:**

Although expenses may have been incurred by the taxpayer they are not incurred in production of the income reflected in the financial statements. We therefore intend to disallow the expenses claimed. The burden of proof is on the taxpayer to prove that an amount or item is deductible.

**6. Expense(s)/deduction(s) claimed incorrectly****6.1 The facts (audit findings):**

Expenses being bank charges, insurance, telephone & fax and finance costs per the income statement for 2012 are being claimed as deductions. The expenses are not in production of the income reflected in the financial statements.

**6.2 The law:**

Section 11(a) of the Income Tax Act; Section 102 of the Tax Administration Act

**6.3 Application of the law:**

Although expenses may have been incurred by the taxpayer they are not incurred in production of the income reflected in the financial statements. We therefore intend to disallow the expenses claimed. The burden of proof is on the taxpayer to prove that an amount or item is deductible.

**Understatement Penalty**

In terms of the Tax Administration Act an understatement penalty shall be imposed.

**Finalisation of Audit**

If you are not in agreement with any of the proposed adjustments, kindly respond in writing furnishing reasons and/or supplying any relevant material within 21 business days from the date of this letter. Also provide reasons in writing as to why understatement penalty and interest should not be imposed.

When submitting your relevant material, enclose this original letter as it contains a unique bar-coded reference which links it to your income tax account with SARS. A photocopy of this letter will not be accepted by SARS. You may make a copy of this letter for your records.

Note that SARS only accepts relevant material in A4 format and no other formats will be accepted. Electronically stored data can be submitted by arrangement with the SARS official.

Relevant material can be submitted through the following channels:

- At your nearest SARS branch
- By post to the address above
- Electronically via eFiling (if you are registered as an eFiler)

Should you have any queries relating to the audit, please address them to the SARS official as per the contact details above.

Should you have any queries please call the SARS Contact Centre on 0800 00 SARS (7277). Remember to have your income tax reference number at hand when you call to enable us to assist you promptly.

Sincerely

**ISSUED ON BEHALF OF THE COMMISSIONER FOR THE SOUTH AFRICAN REVENUE SERVICE**



Name:	BOSASA SUPPLY CH	Version:	7708/24
Tax Ref No:	9914272143	Year:	2010
Form ID:	AUDITE	Page of Page:	02/02
Control Number:		Template Version:	120124142

KJ

**Chrisna Engelbrecht**

---

**From:** kevin@wakefordenterprises.co.za  
**Sent:** 06 February 2014 02:34 PM  
**To:** cpapadakis@mweb.co.za  
**Cc:** Chrisna Engelbrecht  
**Subject:** Urgent: draft letter to SARS  
**Attachments:** Negotiations letter.docx

Please request advisor to peruse!

Thanks

Kev

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---

**From:** Andries van Tonder <[Andries.vanTonder@bosasa.com](mailto:Andries.vanTonder@bosasa.com)>  
**Date:** Thu, 6 Feb 2014 12:20:12 +0000  
**To:** Kevin Wakeford ([kevin@wakefordenterprises.co.za](mailto:kevin@wakefordenterprises.co.za))<[kevin@wakefordenterprises.co.za](mailto:kevin@wakefordenterprises.co.za)>  
**Subject:** Draft letter to SARS

Kevin,

Attached the draft letter

Regards  
Andries

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7 February 2014

The SARS Group Executive: Audit  
SARS Head Office  
Pretoria

Dear Sirs,

**RE: FINALIZATION OF AUDIT - BOSASA SUPPLY CHAIN MANAGEMENT (PTY) LTD**

Your letter of findings relating to the tax audit of Bosasa Supply Chain Management (Pty) Ltd and subsequent discussions at your offices on 30 January 2014 refers:

During the last three years the Bosasa Group have undergone a series of pre-audit assessment and in depth audits from SARS and have on every occasion complied with the requirements in line with the audit requests.

The Bosasa Group cooperated with SARS and fully complied with its lawful obligations towards SARS.

The number and extend of these audits required that a volumous amount of information and documentation had to be made available to SARS, which required substantial internal and external resources. The cost due to this never ending interaction with SARS is extremely high. Bosasa has not budgeted for this cost, and its annual salary and wage review was directly affected by this cost.

The companies in the Bosasa Group which have been audited by SARS include:

Phezulu Fencing (Pty) Ltd, Sondolo IT (Pty) Ltd, Bosasa Operations (Pty) Ltd, Querec Investments (Pty) Ltd, Leading Prospect Trading (Pty) Ltd, and currently Bosasa Supply Chain Management (Pty) Ltd.

The audits on these companies have been finalized with the exception of Bosasa Supply Chain Management (Pty)Ltd. The record of minutes of meeting with Taxpayer confirms that SARS has no intention to reopen these cases.

The Bosasa Group contributes substantially to the economy of South Africa. It currently employs 4816 people, and the total amount of taxes paid for the 2013 tax year was:

Income tax: R 36,536,757  
VAT: R 123,898,442  
PAYE: R 29,227,158  
Total: R 189,712,357

KJ 

In the light of the above, without prejudice to our rights, and in the spirit of attempting to settle this matter without the necessity to resort to litigation, we would like to enter into negotiations with you to determine an appropriate adjustment to past expenses claimed by the taxpayer, which in turn will reduce the assessed loss carried forward, driven by the principle that there might be a margin of error which has been claimed in the past. As mentioned above, it should be borne in mind that the group has undergone a significant number of audits and the outcome of those audits have been overwhelmingly in favour of the taxpayer. This goes to show that the tax margin of error within the group is negligible. With this as the background we suggest that a margin of error of 5% be applied to the past expenses claimed by Bosasa Supply Chain Management (Pty)Ltd, and that the assessed loss be reduced accordingly.

Yours faithfully,

KJ 

**Chrisna Engelbrecht**

---

**From:** kevin@wakefordenterprises.co.za  
**Sent:** 06 February 2014 02:55 PM  
**To:** Chrisna Engelbrecht  
**Subject:** Re: Urgent: draft letter to SARS

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

---

**From:** Chrisna Engelbrecht <[chrisnae@gfia.co.za](mailto:chrisnae@gfia.co.za)>  
**Date:** Thu, 6 Feb 2014 14:34:37 +0200  
**To:** [kevin@wakefordenterprises.co.za](mailto:kevin@wakefordenterprises.co.za)<[kevin@wakefordenterprises.co.za](mailto:kevin@wakefordenterprises.co.za)>  
**Subject:** RE: Urgent: draft letter to SARS

Will do!

---

**From:** [kevin@wakefordenterprises.co.za](mailto:kevin@wakefordenterprises.co.za) [<mailto:kevin@wakefordenterprises.co.za>]  
**Sent:** 06 February 2014 02:34 PM  
**T** [papadakis@mweb.co.za](mailto:papadakis@mweb.co.za)  
**Cc:** Chrisna Engelbrecht  
**Subject:** Urgent: draft letter to SARS

Please request advisor to peruse!

Thanks

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

---

**From:** Andries van Tonder <[Andries.vanTonder@bosasa.com](mailto:Andries.vanTonder@bosasa.com)>  
**Date:** Thu, 6 Feb 2014 12:20:12 +0000  
**To:** Kevin Wakeford ([kevin@wakefordenterprises.co.za](mailto:kevin@wakefordenterprises.co.za))<[kevin@wakefordenterprises.co.za](mailto:kevin@wakefordenterprises.co.za)>  
**Subject:** Draft letter to SARS

Kevin,

Attached the draft letter

Regards  
Andries

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KJ 

**Chrisna Engelbrecht**

---

**From:** Kevin Wakeford <kevin@wakefordenterprises.co.za>  
**Sent:** 11 September 2014 10:57 AM  
**To:** Chrisna Papadakis; Chrisna Engelbrecht  
**Subject:** GPS coordinates URGENT  
**Attachments:** BosasaMap-N1.jpg; BosasaMap-N14.jpg

Hi Chrisna

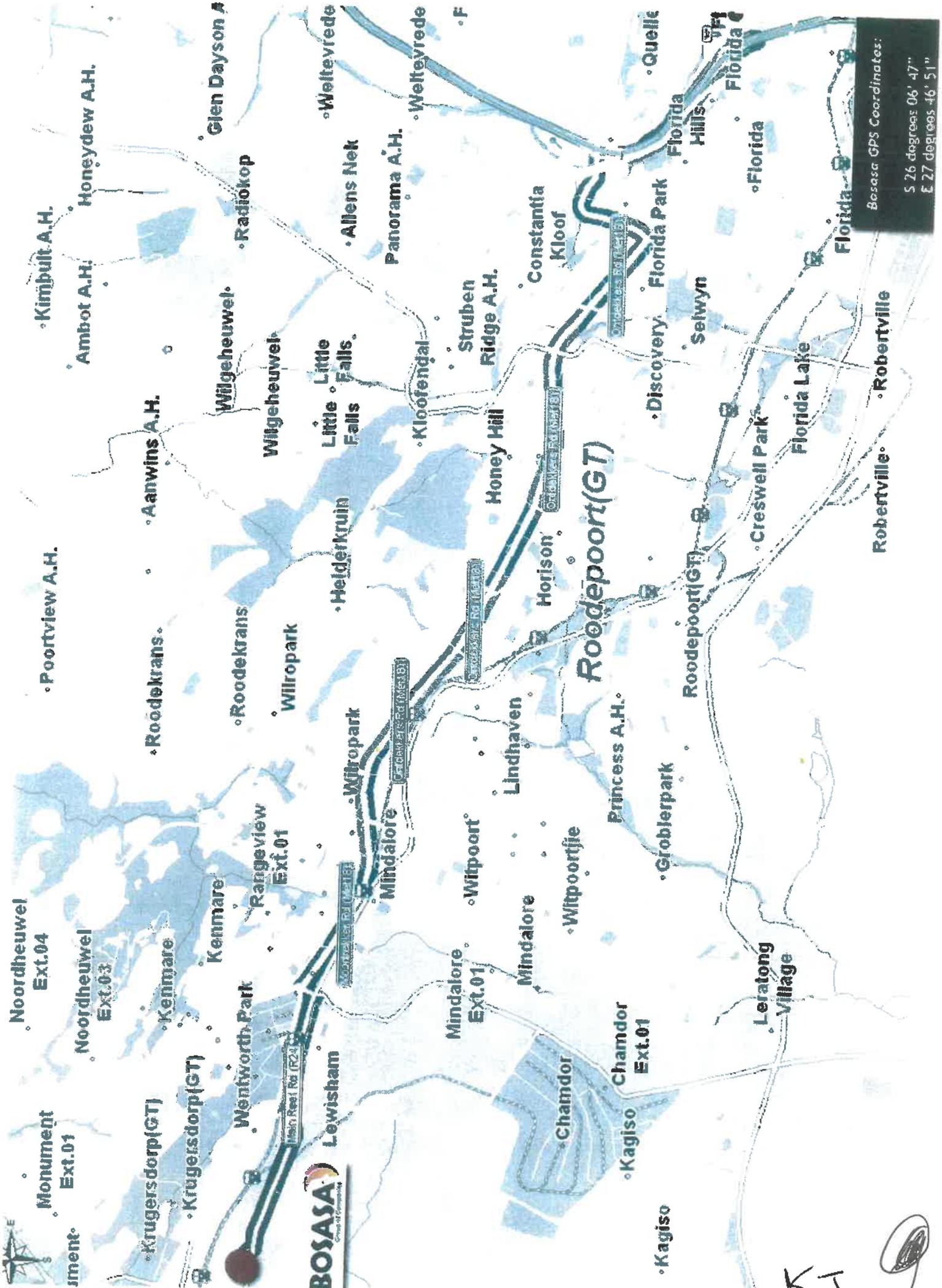
These are the Maps and GPS co-ordinates for the Tuesday meeting.

Thanks

Kevin

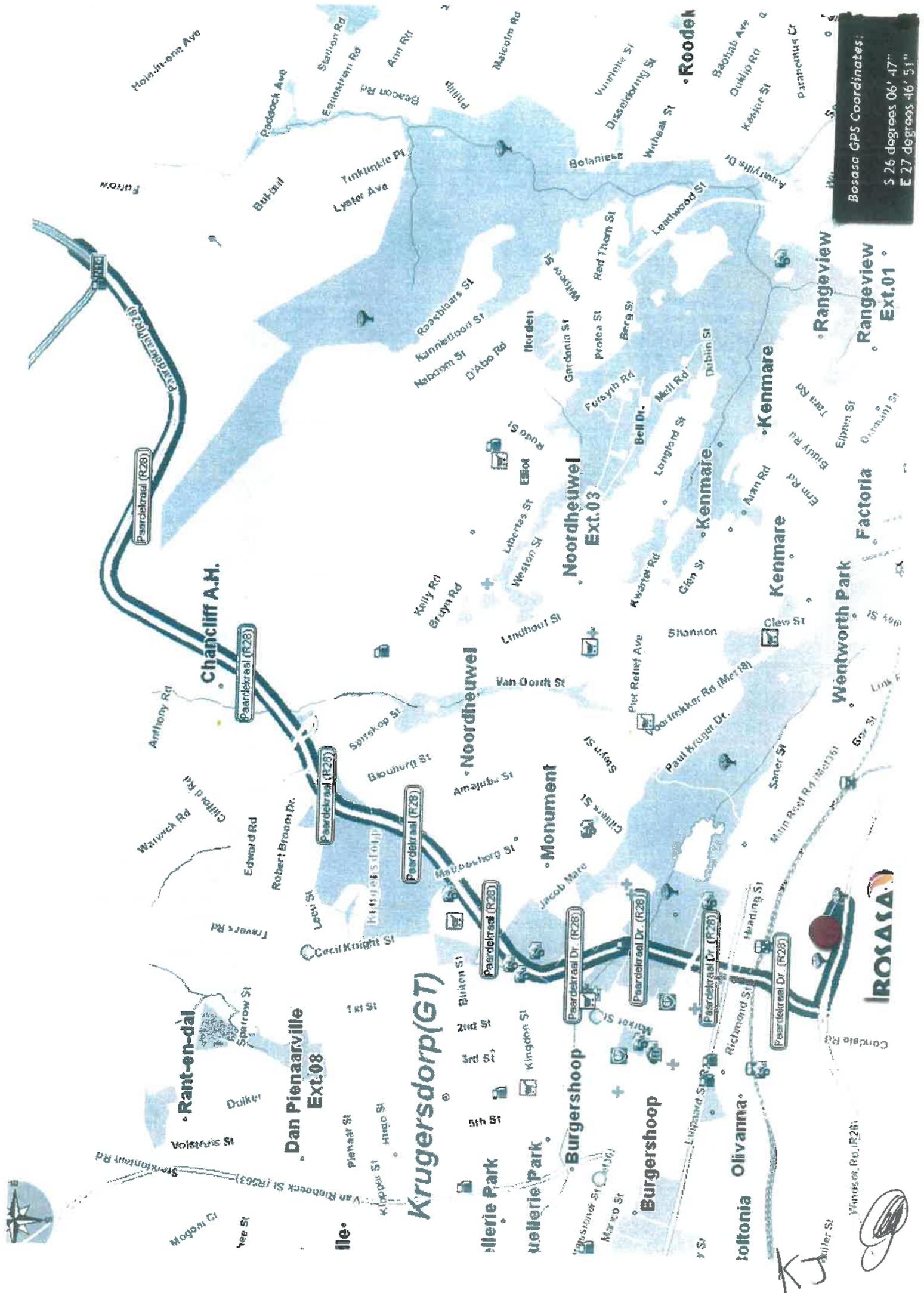
**WAKEFORD INVESTMENT ENTERPRISES CC**  
Registration No: 2006/173360/23 - VAT Registration No: 4370 232 544  
PO Box 67163, Bryanston 2021 - TEL : +27 83 252 4978  
e-mail: kevin@wakefordenterprises.co.za





Bosasa GPS Coordinates:  
 S 26 degrees 06' 47"  
 E 27 degrees 46' 51"

KJ



Bosasa GPS Coordinates:  
 S 26 degrees 06' 47"  
 E 27 degrees 46' 51"



Handwritten initials 'KJ' and a circular scribble.

**ANNEXURE CE 4**

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Office of the  
Commissioner



SARS Liaison Desk

Advocate Masilo

Enquiries:  
G Radesich

E-mail: [mabongim@commissions.org.za](mailto:mabongim@commissions.org.za)

Telephone:  
0124224261

Room:  
Hilton House, 2<sup>nd</sup> Floor

Reference:  
SPS 18/0220/ARN

Date:  
3 April 2020

Dear Adv Masilo

**REQUEST FOR INFORMATION SPS 18/0220/ARN**

Your summons (RPS 16/0001/LM) dated 6 February 2020 refers.

As communicated earlier, our payroll department was unable to locate the personnel file of the former SARS employee (Mr G Papadakis). We sincerely apologise for the delay in responding.

We were able, however, to obtain the following information:

1. According to the personnel system, Mr Papadakis' date of first appointment was 10 March 2008. He held the following positions with the respective effective dates:
  - a. Senior Manager: Enforcement Operations: 10 March 2008;
  - b. Senior Manager: Specialised Audits: 1 February 2011; and
  - c. Executive: Specialised Audit: 1 July 2012
2. A copy of a fixed term contract from 1 July 2012 until 31 July 2015 signed by the employee on 23 October 2012 and by the employer on 26 October 2012. **See Annexure A** attached. This contract relates to the last position he held at SARS (Executive: Specialised Audit).

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There is no particular reference to his assigned duties in the contract and since his personnel file could not be located, we requested the job descriptions from the SARS Human Capital Development and Planning unit. They provided certain job descriptions matching the job titles obtained from the personnel system. See **Annexure B (Senior Manager: Enforcement Operations)**, **Annexure C (Senior Manager: Specialised Audits)** and **Annexure D1 and D2 (Executive: Specialised Audit)**.

3. Mr Papadakis submitted a resignation letter on 3 June 2013 indicating that his last working day will be 15 September 2013. The personnel system shows that his employment was terminated on 14 September 2013.

Again, our sincere apologies for not being able to submit the information to your earlier/

Yours sincerely



**DR GIORGIO RADESICH**  
**SARS LIAISON DESK**

**DATE: 3 April 2020**

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**AFFIDAVIT**

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I, the undersigned,

**GEORGE PAPADAKIS (AUSA)**

Hereby make an oath and state the following:

1. The facts herein fall within my own personal knowledge, unless the contrary appears from the contents hereof, and to the best of my belief are true and correct.
2. I have been requested by the Commission to answer the allegations contained in the evidence given by Agrizzi and Vorster before the Commission. The Commission has sought to extract additional information, which does not form part of any evidence tendered and as such is not relevant. I have not been provided with information which ordinarily I would be entitled to, which has further hampered me in my response. In view of the fact that I have been wrongfully and unlawfully induced to submit an affidavit without being afforded the right to receipt of documents referred to in evidence, which allegedly exist and seek to implicate me, nor has due process been followed in that the regulation 3.3 notice has not been complied with, I reserve my rights to seek appropriate relief

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### 3. Background

3.1 On 27 January 2019 it became apparent that I was to be implicated at the State Capture Commission by Agrizzi, although I had not been notified by the Commission that I was implicated in any wrongdoing.

3.2 On 28/29 January 2019 I received an extract of Agrizzi's affidavit from the Commission in which he implicates me. I requested documents which were referred to in Agrizzi and Vorster's evidence which the Commission to date have still not been furnished. This is an abuse of my rights. According to the transcript of Agrizzi and Vorster's evidence, the following is apparent:

3.2.1. According to Agrizzi at some unspecified date Bosasa was being audited by SARS or in Agrizzi's words "pestered by SARS". On another unspecified date whilst Bosasa was undergoing a major SARS investigation (Agrizzi does not identify the "major investigation") WAKEFORD approached Watson and Agrizzi where he allegedly said, "we need to get Papadakis on board and everything else we tried would be pointless". I was never party to such a meeting, if such a meeting took place, or if so what it pertained to.

3.2.2. Agrizzi says that I was a consultant at SARS at the time (this must relate to a period prior to 26 February 2009), and that is "why everybody thought it would be great to be able to use him to

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assist us" He does not state the date or year. Pretorius then tenders evidence on behalf of Agrizzi, "Simply approach him, say we have this issue we wish to raise in relation **to the investigation** (my emphasis). You are employed by SARS so we want to make representations to you." The fallaciousness of this assertion is confirmed by comparing Vorster's dates of the alleged delivery of cement (2009-2010) compared to the first alleged email sent by WAKEFORD to ENGELBRECHT dated 21 February 2013. This is approximately three years after the alleged last delivery of wet cement. ***This appears to be the basis of alleged wrongdoing on my part.***

3.2.3. Agrizzi alleges that a meeting (he does not specify a date) between GAVIN WATSON, WAKEFORD and me was held, which alleged meeting he was not "privy" to. It was subsequently put to Agrizzi that he said he went to this alleged meeting, to which Agrizzi responds, "I was not in the-I cannot recall being in the meeting". At para 4.14 of Agrizzi's affidavit dated 08 April 2019 he confirms that he met me **on an occasion** when I visited Bosasa. The only visit I recall to Bosasa was in late 2014 after I had left the employ of SARS.

3.3 I find myself in the invidious position of having to respond to allegations of alleged meetings that took place on unspecified dates and at which

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unspecified matters were allegedly discussed which seek to implicate me, and at which I was not present.

#### 4. My relationship with WAKEFORD

4.1 I initially met WAKEFORD during the Rand Commission when I interviewed him as a whistleblower. Sometime after I had finished at the Rand Commission I was introduced to him on a more informal basis.

4.2 I met Ronnie and Valence Watson around this time. According to my recollection, I met Gavin Watson in late 2014 after I had left the employ of SARS. I have never met the fourth brother.

4.3 I at no stage requested or was offered or received any financial inducement or benefit from WAKEFORD or anyone else in relation to Bosasa. Whilst building at Eco Estate, in a discussion with Ronnie & Valence, they indicated that they were engaged with a major cement manufacturer at the time. They mentioned that if I ever encountered difficulties with cement supply I should let them know. They lived in Port Elizabeth and told me to communicate with Wakeford if needed.

4.4 During the period of construction I was fully employed and as such the building activities were attended to by my contractors, including the ordering of materials. I cannot recall the quantities of cement ordered, but toward the latter part of 2009 I was provided an amount that needed to be settled, which was settled.

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4.5 That is why, when I was implicated by Agrizzi and Vorster, who testified that delivery notes are available, I immediately requested access to same. I did so as the quantities and values attested to were incomprehensible to me. The records subsequently made available to me confirm the fallaciousness of the allegations, in that no deliveries for wet cement were made by Wearne subsequent to 10 July 2009 and the RTC records reflect an invoice and delivery dated in February 2010 which was credited as the goods had not even been ordered. Other than this there is an invoice which only refers to delivery to the general Meyersdal area.

4.6 As regards the purchases of material for the wet works at Eco Estate, the cement and other building material was in the main ordered by the contractor who was engaged to build a house at 31 Douglas Harris, Meyersdal. Purchases were either settled by him or directly with his suppliers.

## 5. My understanding of the nub of the allegations against me

5.1 It is evident to record that I am expected to respond to allegations which are not supported by documentation which it is alleged exist, but which cannot be provided, despite my requests. I reserve my rights in regard to the following:

5.1.1 During my period of employment at SARS I did not attend any meeting with GAVIN WATSON or Agrizzi. At **Annexure A** of Agrizzi's affidavit dated 15 January 2019 titled, "schedule of people Mr Agrizzi dealt with", nowhere does my name appear. **(AA108-115)**. My name also does not appear in his so called "black

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books" in which he purportedly recorded the bribes paid to various individuals (AA579-690).

5.1.2 **As regards the nub of the allegation, as I understand it, was that I could be approached "to make representations to me", regarding a specific SARS audit Bosasa was undergoing at the time.**

I am unfortunately unable to fully respond due to the fact that I am not in a position to deal with SARS and taxpayer related issues as it would constitute a violation of S69(1) of the Tax Administration Act. I have requested an undertaking from the Commission which to date has not been responded to.

6. **The evidence of Venter, Bosasa's Tax Advisor and van Tonder the CFO**

6.1 I have never met Venter or Erasmus. Nowhere in either of the affidavits deposed to by Venter or in his evidence does he refer to me in any context. In fact in his evidence he names a Senior SARS official given to him by GAVIN WATSON as GORBI, whom GAVIN WATSON allegedly knew at SARS who would "assist him in sorting this matter out". This appears at Pages 103-104 of Venter's evidence on 27 March 2019. I do not know of any SARS official by the name of GORBI.

6.2 Venter confirms that as regards SARS related matters it was Erasmus and himself that attended to these. At page 88 of Venter's evidence on 26 March 2019 he states that he "does not know of any corrupt dealings involving SARS."

6.3 In his affidavit and testimony, van Tonder who was the CFO of Bosasa at all relevant times and interacted with WAKEFORD, does not seek to implicate me

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in any wrongdoing. As the CFO he would have been intimately involved in all dealings with SARS and the audits of Bosasa yet he does not seek to implicate me in any wrong doing. I have not received a section 3.3 notice from the Commission informing me that van Tonder intended implicating me.

- 6.4 According to Van Tonder his functions included "signing off invoices", yet nowhere does he allege that he signed off invoices pertaining to cement purchases relating to me. At page 5 of Van Tonder's evidence on 30 January 2019 he confirms:

**MR ANDRIES JOHANNES VAN TONDER:** *Those invoices, the invoices that might incriminate the company.*

**ADV. PAUL PRETORIUS SC:** *What were you supposed to do with those documents?*

**MR ANDRIES JOHANNES VAN TONDER:** *I was supposed to bring it under the attention of Mr Gavin Watson and he would do with it whatever he felt fit.*

**CHAIRPERSON:** *Do you want to give us an example or two of the types of invoices that would fall under this category which you had to be careful about?*

**MR ANDRIES JOHANNES VAN TONDER:** *Yes, it was invoices for example for houses that were built.*

**CHAIRPERSON:** *Built for whom?*

**MR ANDRIES JOHANNES VAN TONDER:** *It was built for Mr Mti and Mr Gillingham.*

- 6.5 When confronted with the destructive facts pertaining to the allegations made by Agrizzi and Vorster, that the delivery of cement predates the first

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engagement initiated by SARS, at para 55.1 of his 8 April 2019 supplementary affidavit Agrizzi simply replies:

"The engagement letter from SARS was 18 August 2010 and the information requested was on 23 March 2011. I did not deal with the accounting side of the business but I am aware of the information and documents that were requested in relation to Phezulu Fencing Proprietary Limited."

6.6 In their evidence Agrizzi and Vorster refuse to admit that the documents obtained from Wearne and RTC destroy the very basis of their allegations, as to do so would render their evidence false. This is despite the fact that their own supplier's documents do not support the allegations.

## **7. Preliminary Report dated 29 February 2020 titled issues in Dispute between Agrizzi and Wakeford**

7.1 I was provided with this report by the Commission on 3 August 2020. I note that notwithstanding that the report is dated 29 February 2020, and which contains adverse findings made against me, I was only requested by the Commission in a letter dated 3 March 2020 to provide my version.

7.2 I have also never been invited or included by the Commission to participate in previous interactions between the parties, I was provided with the supplementary affidavits deposed to by Agrizzi (08 April 2019 and 04 September 2019) and Vorster (04 April 2019) on 03 August 2020. Furthermore notwithstanding that a rule 3.3 notice has to be issued to implicated parties

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before the witness implicating such persons gives evidence, I have to date not received a 3.3 notice in respect of Vorster's initial affidavit.

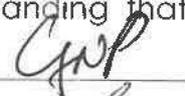
7.3 For the purposes of my response I have concentrated on providing my version in relation to the findings contained in the 29 February 2020 report. As confirmed by the Commission on 18 August 2020 I need not deal with any emails and should restrict the content of my affidavit to the allegations surrounding cement. To the extent that should the Commission seek to persist with the findings contained in the 29 February 2020 report, which are premised on the emails, I reserve my right, subject to the provisions of S69 of the Tax Administration Act, to address the emails.

7.4 **Ad para 1:** The report contains the findings of the Commission's Investigation Team. The report is dated 29 February 2020. A request for me to provide my version was sent on 03 March 2020.

7.5 **Ad para 4:** *Mr Wakeford enlisted the assistance of Mr Papadakis in relation to SARS related matters on behalf of Bosasa.*

It is apparent to me that the investigators probably had insight into my contract of employment which records the end date of my contract as 31 July 2015. The investigators assumed that I in fact remained in the employ of SARS until that date. It is for this reason, I submit, that they seek to include emails which relate to a period after I left SARS, and in so doing proceed to make adverse findings against me.

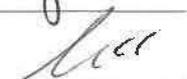
7.6 **Ad para 7:** The investigators confirm that at the time of drafting the report they had not confirmed my period of employment at SARS. Notwithstanding that

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they had not established my period of employment at SARS they proceed to conclude at paragraph 117, "As a result, it appears that **if** Mr Papadakis was providing advice on tax related matters to companies being audited, whilst employed by SARS"; this is **likely** to have been a conflict of interest. This in itself contradicts the finding at para 6.

- 7.7 **Ad paras 10&11:** At para 10 the investigators confirm that, "the first record of a tax audit conducted on a Bosasa related entity was during August 2010". This is more than one year after the last alleged delivery of wet cement was made. It is inconceivable that on Wearne's own version, which confirms that the last alleged delivery date was 10 July 2009, that this can in any way relate to the August 2010 letter. The relevant date is in fact not August 2010 but 21 February 2013 when WAKEFORD sends the first email, approximately three years later.
- 7.8 The allegations surrounding the time periods of delivery of cement have also varied, initially alleging that the deliveries occurred at an unspecified period when SARS was auditing Bosasa; to late 2009 to 2010. The fallaciousness of these allegations is further confirmed by a simple analysis of the Wearne and RTC invoices. In respect of Wearne the last alleged delivery of cement was 10 July 2009. It is incomprehensible how the allegation can move to periods subsequent to this date.
- 7.9 Vorster testified that deliveries of wet and dry cement were made during late 2009 to 2010, for approximately one year. These dates are clearly inconsistent with the timeframe in Vorster's supplementary affidavit dated 04 April 2019

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where he declares under oath, "To the best of my recollection these orders for cement took place between 2009 and 2011".

7.10 In his supplementary affidavit of 4 April 2019 Vorster makes the following allegation, without realizing that it is self destructive when compared to the evidence provided by Wearne.

"I ordered the wet Cement from WEARNE.

I personally placed the orders on most occasions, and I wrote them out. All payments for the cement were paid for by BOSASA.

I would give them the specifications and quantity and they then required payment before delivery.

The invoices that had been provided are to BOSASA Operations only and it is indeed very devious of Mr Wakeford not to have provided and obtained the invoices made out to BOSASA Properties and other entities within the BOSASA group of companies which purchased huge quantities of Cement over many years from them.

The Commission investigators can obtain the invoices and proof of payment.

The BOSASA group were involved in huge developments in particular in Lindela and youth Centres, hostels and their own head quarters where large infrastructure and buildings were done and Luiperdsvlei. In all these building operations cement was purchased from the said companies and the invoices and payments should be obtained by the investigators."

I find this allegation by Vorster incredulous in light of the following:

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7.10.1. Vorster contends that he would make out the orders, provide the specifications and supply the **specific delivery address**, to wit Meyer Park Eco Estate in Meyerton;

7.10.2. Vorster alleges that he kept "book more or less of the amounts that was ordered and it was roundabout R600,000 cement at that stage" i.e. late 2010. A simple reading of the investigators report, with particular reference to the Wearne and RTC invoices, confirms the fallaciousness of this allegation. I also note that despite repeated requests to be provided with Vorster's so called "book" this has not been provided and on 03 August 2020 the Commission confirms that it does not have it and invites me to approach the sources directly. The same applies to the delivery notes Agrizzi testified are available. The Commission has to date not provided me with the names and contact details of the sources I can approach. This is once again an example of the manner in which allegations are levelled, allegedly substantiated by documentation, which when challenged do not appear to exist;

7.10.3. At para 6 of his affidavit dated 04 April 2019 Vorster takes issue with WAKEFORD for only providing the invoices made out to Bosasa Operations and insists that invoices from other Bosasa companies need to be obtained. In doing so he again directly contradicts the version of Wearne that confirms that the only

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invoices relating to the delivery of wet cement to Meyersdal Eco Estate are those provided in the affidavit and these are made out to Bosasa Operations with the last delivery being 10 July 2009. The quantities of wet cement allegedly delivered by Wearne are themselves significantly inflated, so if Vorster is to be believed and there are further quantities that were delivered then, firstly the Wearne affidavit will be confirmed to be a fabrication and the excess quantities will only serve to exacerbate the already inflated quantities allegedly delivered by Wearne.

7.11 Vorster's evidence is that he understood the cement was for a person who **HAD** assisted Bosasa with their SARS matter. He fails to identify the SARS matter. The fallaciousness of this allegation is further confirmed by the fact that according to the investigators the first email sent to ENGELBRECHT was 21 February 2013, this being more than three years after the last alleged delivery of wet cement.

7.12 According to Agrizzi's testimony, "some of the relevant delivery records are available". Notwithstanding the allegation of the existence of delivery records, nowhere in the set of comprehensive Annexures, comprising 1241 pages, attached to Agrizzi's affidavit of 15 January 2019 is a single delivery record attached. Although the Commission has not provided me with the extract of Vorster's original affidavit, in which he implicates me, a reading of the transcript of his evidence makes no reference to delivery notes. Vorster instead refers to "I sort of on the side-line, I do not have it with me. I kept book more or less of the amounts that was ordered". The Commission has been requested to provide

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access to the delivery records that Agrizzi alleges exist. The response from the Commission is that it does not have the information.

7.13 I understand that Vorster previously deposed to an affidavit which has not been produced. Ordinarily I would be entitled to a copy of the affidavit. This is essential as it could contain contradictory evidence which could support my case and damage his version.

7.14 In his evidence on 30 January 2019 Vorster testified that the quantum of the cement amounts to just over R600 000. To date the alleged "book" maintained by Vorster evidencing the R600 000 has not been produced. The fallaciousness of his allegations is confirmed by the RTC and Wearne documents. I deal with the Wearne affidavit in more detail in this submission. A simple reading of the Wearne and RTC invoices confirm that over the period late 2009 to 2010, or for that matter 2009 to 2011 the total value of purchases from these suppliers does not closely approximate R600,000.

7.15 Wet cement was procured from Wearne in Randfontein and dry cement from RTC. The dates of the alleged deliveries directly contradict Vorster's version, which is also not supported by the Wearne and RTC invoices. In this regard, according to Wearne the last delivery of wet cement was on 10 July 2009. It is evident that there is a deliberate attempt by Vorster and Agrizzi to attempt to "fit" the dates of deliveries of cement to contemporaneously coincide with the dates of the so called "major investigation". This is done in an attempt to support unsubstantiated allegations. Notwithstanding that the evidence directly contradicts the allegations made, the investigators go on to find that, "The

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Commission's Investigation Team is not in a position to state why Bosasa would have 'paid' Mr Papadakis via the provision of cement in 2009." The inescapable finding should be Bosasa could not have paid Papadakis via the provision of cement in 2009 in return for assisting with a major SARS investigation (which is unknown).

7.16 At page 134 of his 30 January 2019 evidence Vorster testified that WAKEFORD provided him with both the **specific address, to wit Meyer Park Eco Estate in Meyerton**, to which the wet cement was delivered and also gave the exact specifications of the wet cement that had to be mixed. I only managed to locate this address by means of a Google search.

7.17 At page 135 of his evidence on 30 January 2019 Vorster confirms that "he (WAKEFORD) would not every week phone me". This is directly contradicted by Agrizzi in his affidavit (para 43.5) and evidence where he testified that, "Frans Vorster would receive orders on a weekly basis". The fallaciousness of Agrizzi's evidence is confirmed by a simple analysis of the Wearne and RTC records.

7.18 In an attempt to corroborate Vorster's allegations, an affidavit was procured from Wearne in which it is alleged that wet cement was delivered to 361 Meyersdal Echo (sic) Est (19) and (018). With regard to this affidavit, the following becomes apparent:

7.18.1. It directly contradicts Vorster's evidence, in that the affidavit confirms that there are no Wearne deliveries post 10 July 2009;

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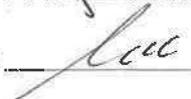
7.18.2. The time periods which Vorster and Agrizzi allege deliveries of cement took place are directly contradicted by the Wearne documents;

7.18.3. As confirmed by Wearne they are unable to produce any delivery notes to support actual deliveries to Meyersdal Eco Estate (019) or (018);

7.18.4. If Wearne delivered some of the wet cement to the address, then this would need to be reconciled to the amount that was settled. The same applies to RTC;

7.18.5. In this regard see Venter's evidence on 27 March 2019 pages 9-18 where Pretorius insists that "provided the original evidence is undisturbed and intact". Further Pretorius is categorical, "But our contention is that being an affidavit made in 2017 which has been the subject of a great deal of evidence should remain intact and unchanged. Whatever comment he wishes to make we can record in the margins but that –the affidavit is unchanged and we would prefer it to be that way." In line with this firm position adopted by the evidence leader, both Vorster's and Agrizzi's original affidavits remain "undisturbed and intact".

8. **Ad para 15:** Over the period 2 December 2008 to 31 August 2009, Wearne delivered cement to the value of R205 734.26, to what appears to be Erf 361

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Meyersdal Eco Estate. The fallaciousness of this finding is confirmed by the facts as set out in this submission.

8.1 Vorster testified that deliveries of wet and dry cement were made during late 2009 to 2010, for approximately one year. These dates are clearly inconsistent with the timeframe in his supplementary affidavit. In his 04 April 2019 supplementary affidavit Vorster seeks to change the periods of the alleged deliveries to between 2009 and 2011 "to the best of his recollection".

8.2 The house to which the deliveries were allegedly made had been built by late 2009, which is well before 2011. This significant deviation must also be considered against Vorster's evidence that he maintained a book of the amounts ordered. It is incomprehensible that having this "book" available to him, Vorster could testify that the delivery period was late 2009 to 2010 and then change his version to 2009 and 2011 and that this is "to the best of my recollection". His lie becomes apparent from the Google Earth image of 27 December 2009 which clearly shows that by this date the house already had a roof on. On any construction the allegation that wet cement was delivered, at least subsequent to 27 December 2009, is a pure fabrication.

8.3 As confirmed by the Wearne affidavit, they are unable to produce any delivery notes to support actual deliveries were in fact made to the property as alleged. If in fact there were deliveries of wet cement from Wearne to the address, I would not have been aware of such at the time.

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9. **Ad para 18 & 19:** "The Bosasa Great Plains accounting records reflect total payments of R738 436.19 from Bosasa to RTC over the period 24 March 2005 to 15 October 2015, (a period of more than ten years). However, since the physical orders and invoices have not been provided to the Commission, we are unable to state which payments were made in respect of deliveries to the Meyersdal Eco Estate." This period includes dates prior and post the period I was employed at SARS. This period does not co-incide with Vorster's dates either.

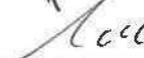
9.1 The investigators extend the period to beyond the periods Agrizzi and Vorster allege deliveries of cement were made:

9.1.2. They find that, "we are unable to state which payments were made in respect of deliveries to the Meyersdal Eco Estate";

9.1.3. **At para 19** they go on to refine the period to 01 January 2009 to 31 December 2011 and total payments of R91 121.89;

9.1.4. At para 134 of the report they then fabricate the individual amounts making up the R91 121.89. Assuming that the information in this table is complete and accurate, the only amounts specifically referred to for cement are:

2009/05/20 00:00 Cement	667,00
2010/03/12 00:00 Cement 50KG	2 717,60
<b>Total</b>	<b>3,384.60</b>

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9.2 Late on 17 August 2020 I was provided with four large electronic workbooks containing RTC documents, comprising in some instances orders, delivery notes and invoices. The period covered is March 2010 to October 2015. The documents for the period 01 January 2009 to 01 March 2010 have not been provided. I can only comment on the documents provided, and to the extent that documents for the period 01 January 2009 to 01 March 2010 do exist but have not been provided, if and should they be provided, I would then be in a position to comment. From the documents provided the following becomes apparent:

9.2.1. On 26 February 2010 delivery note 142584 for 40 bags of cement with the address linked to me appears. In handwriting on the delivery note appears Credit Passed 5672. Credit note 5672 provides the reason for the credit, namely "not ordered". Reliance is placed on an invoice and delivery note generated in the name of RTC as evidence, when in fact the cement referred to in the invoice and delivery note was subsequently credited on the basis that the goods were not ordered in the first instance. This confirms that RTC documents are capable of being generated purporting to be evidence of the delivery of cement to an address linked to me, which is subsequently credited with the notation, "goods not ordered".

9.2.2. On 12 March 2010 RTC invoice 142823 for 40 bags of cement is generated. On the face of this invoice there is no delivery

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address nor is there a delivery note. I do not accept that the cement was delivered to 361 Eco Estate.

9.2.3. The only other delivery note and invoice I could locate amongst the large number of invoices provided, is one that refers to Meyersdal as a delivery address. Delivery note and invoice number 144385 dated 24 June 2010 for 50 bags of cement. The address linked to me does not appear on the delivery note or the invoice and I do not recognize the signatures appearing on the delivery note, it simply records Meyersdal. The Bosasa purchase order 84146 attached to the delivery note records the delivery address as Lindela. As evidenced by the Google Map image, the house had been built by 27 December 2009.

9.3 The importance of the finding by the investigators in relation to RTC must be considered and compared against the Wearne affidavit. According to Wearne deliveries of wet cement took place between February 2009 and 10 July 2009.

10. **Ad para 97:** In relation to the timeline from December 2008 onwards, cement was supplied by a company called "Wearne" on behalf of Bosasa, to an address in Meyerton Eco- Estate (confirming the specific address per Vorster). Deliveries by Wearne allegedly to Meyersdal Eco Estate are not from December 2008 onward, but from February 2009 to July 2009. Furthermore, Wearne confirms that there is no further deliveries post 10 July 2009.

11. **Ad para 132 & 133:** At para 132 the investigators state, "However, since the physical order and invoice documentation have not been provided to date,

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we are unable to state which payments, **if any**, were made in respect of deliveries to the Meyersdal Eco Estate."

At para 133 they state, "Neither party was able to identify the invoices for the Meyersdal Eco Estate." They arrive at this finding without providing any documents confirming that any of the invoices in fact relate to deliveries to 361 Meyersdal Eco Estate.

12. **Ad para 134 read with para 139:** At para 134 the investigators state, "However, the two references to unit "018" appear to indicate that this **may** be a different or adjoining address. These two deliveries were in respect of two orders in April and May 2009 respectively, totalling R10 751.94." It is confirmed that 18 and 19 are not adjoining addresses but different addresses.

- 12.1 At para 139 the investigators state, "According to Wearne, the references [018] and [019] would **normally refer to a 'unit' or 'stand' number** and the number 361 would normally refer to an Erf number"

I deny that 018 or 019 have ever referred to a unit or stand number associated with erf 361 (or 37).

As confirmed by the investigators, when the stands were marketed the map indicated number 55, when the stands were registered 55 was registered as 37.

At no stage in the intervening period was 18 or 19 allocated to 37. Since the stand was purchased it has, according to my knowledge, never been referred to as 18 or 19.

- 12.2 In the Eco Estate there are six properties that have the number 19 attached as a "unit number". It is apparent from the Google Earth timeline that at least two

Initial: Gus

Initial: Lee

of these houses were being built during the same time as the alleged Wearne deliveries. I am not linked to any of these six properties. There are six properties that have the number 18 attached as a "unit number".

12.3 I now deal with the empirical evidence that confirms not only the falsehood of the allocation of 18 or 19 to stand 361 [37], but further that all the deliveries alleged by Wearne to be to stand 361 cannot in fact be deliveries to stand 361. I do so with reference to the alleged deliveries at different dates and specific times compared to images downloaded from Google Earth. For this purpose I have utilised the so called documents generated from the Wearne system (Order View), and in particular the date and time referred therein as the required date and time. I assume that this date and time corresponds with the date and time of actual delivery. The Commission has used Google Earth previously when evidence was presented.

**Table of Wearne Deliveries**

<b>Delivery Date</b>	<b>Inv #</b>	<b>Quantity</b>	<b>Value (excl VAT)</b>	<b>Site Address</b>
26/02/2009	12687	6	4 715.76	Meyersdal Echo Estate (19)
26/02/2009	12688	6	4 715.76	Meyersdal Echo Estate (19)
26/02/2009	12689	10	7 859.60	Meyersdal Echo Estate

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Initial:                      *Lee*

				(19)
<b>Sub Total</b>		<b>22</b>		
07/04/2009	15937	11	8 777.58	Meyersdal Echo Estate (19)
07/04/2009	15938	5.5	4 388.79	Meyersdal Echo Estate (19)
07/04/2009	15939	5	3 989.80	Meyersdal Echo Estate (19)
<b>Sub Total</b>		<b>21.5</b>		
<b>Cumulative Total</b>		<b>43.5</b>		
09/04/2009	16471	23	18 353.08	Meyersdal Echo Estate (19)
09/04/2009	16472	21	16 757.16	Meyersdal Echo Estate (19)
09/04/2009	16473	6	4 787.76	Meyersdal Echo Estate (19)
<b>Sub Total</b>		<b>50</b>		
<b>Cumulative Total</b>		<b>93.5</b>		
14/04/2009	16474	5	3 989.80	Meyersdal Echo Estate (19)

Initial: *CWP*  
Initial: *CCO*

14/04/2009	16475	5	3 989.80	Meyersdal Echo Estate (19)
<b>Sub Total</b>		<b>10</b>		
<b>Cumulative Total</b>		<b>103.5</b>		
24/04/2009	17343	6	4 715.76	Meyersdal Echo Estate (18)
<b>Sub Total</b>		<b>6</b>		
<b>Cumulative Total</b>		<b>109.5</b>		
28/04/2009	17569	6	4 715.76	Meyersdal Echo Estate (19)
<b>Sub Total</b>		<b>6</b>		
<b>Cumulative Total</b>		<b>115.5</b>		
06/05/2009	18131	6	4 715.76	Meyersdal Echo Estate (18)
<b>Sub Total</b>		<b>6</b>		
<b>Cumulative Total</b>		<b>121.5</b>		
15/05/2009	18663	56	44 685.76	Meyersdal Echo Estate (19)

Initial: *CWP*

Initial: *CC*

15/05/2009	18664	9	7 181.64	Meyersdal Echo Estate (19)
<b>Sub Total</b>		<b>65</b>		
<b>Cumulative Total</b>		<b>186.5</b>		
10/07/2009	23299	18	14 726.52	Meyersdal Echo Estate (19)
10/07/2009	23300	22	17 999.08	Meyersdal Echo Estate (19)
<b>Sub Total</b>		<b>40</b>		
<b>Cumulative Total</b>		<b>226.5</b>		

12.4 According to Wearne, a total of 226.5 cubic meters of wet cement was delivered to stand 361 Eco Estate over the period 26 February 2009 to 10 July 2009. The period over which the alleged individual Wearne deliveries took place are inconsistent with the actual building of the house. This is confirmed by Google Earth images recorded over a period of time. I have assumed, based on the recorded delivery dates and times appearing on the Wearne documents, that these are the actual delivery dates. I have done so as no actual delivery notes can be provided by Wearne.

12.4.1 The 1<sup>st</sup> image downloaded from Google Earth is dated 07 September 2008 and from this it is apparent that the stand is vacant.

Initial: *Cwd*

Initial: *Lucas*

- 12.4.2 The 2<sup>nd</sup> image is dated 11 April 2009. As at 11 April 2009, there are only excavated trenches on the site with no wet cement poured. By 11 April 2009 Wearne claims cumulative deliveries of 93.5 cubes. Clearly this wet cement was not delivered to stand 361 by 11 April 2009.
- 12.4.3 The 3<sup>rd</sup> image is dated 24 April 2009. According to Wearne a cumulative total of 109.5 cubes of wet cement had been delivered by this date. Evident from the image as at 24 April 2009 only the foundations for the maid's quarters had been cast. This equates to 10.37 cubes. According to Wearne over the period 11 April 2009 to 24 April 2009, it delivered 16 cubes. Clearly the 16 cubes exceed the actual 10.37 cubes poured during this period. Clearly the cumulative total of 109.5 cubes wet cement was not delivered to stand 361 by 24 April 2009.
- 12.4.4 The 4<sup>th</sup> image is dated 07 May 2009. According to Wearne a cumulative total of 121.5 cubes of wet cement had been delivered by this date. Evident from the Google Earth image it is clear that as at 07 May 2009 only the foundations for the maid's quarters had been cast. The 4<sup>th</sup> image is essentially the same as the 3<sup>rd</sup> image and shows little progress on the site between 24 April 2009 and 07 May 2009. Clearly the cumulative total of 121.5 cubes wet cement was not delivered to stand 361 by 07 May 2009.
- 12.4.5 The 5<sup>th</sup> image is dated 26 August 2009. According to Wearne a cumulative total of 226.5 cubes had been delivered by this date. Between 07 May 2009 and 26 August 2009, in addition to the foundation for the maid's quarters, the balance of the house foundation had been cast. The foundations for the

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house equates to 54.59 cubes. According to the Wearne there was an alleged delivery of 65 cubes on 15 May 2009. If it is assumed that this in fact was a delivery to 361 Eco Estate, it exceeds the actual wet cement poured by 10.41 cubes. This translates to almost 2 truckloads, which is not feasible.

Furthermore the image of 26 August 2009 clearly shows that as 26 August 2009 only the foundations had been cast and not the ground floor surface bed or first floor slab.

The ground floor surface bed required 51.91 cubes. The ground floor surface bed was cast after 26 August 2009. This is confirmed by the Google Earth image of 26 August 2009. Evident from the Wearne documents the last delivery was 10 July 2009. On this basis it is apparent that Wearne could not have delivered the cement for the ground floor surface bed.

The first floor slab (including the staircase) was only cast after 26 August 2009 and before 27 December 2009, being the next Google Earth image. The last delivery by Wearne was 10 July 2009. On this basis it is apparent that Wearne could not have delivered the cement for the first floor slab.

12.4.6 According to the Wearne deliveries, after 07 May 2009 a cumulative total of 105 cubes (65+40) were allegedly delivered. The actual cement cast after 07 May 2009 was:

Foundations	54.59 cubes
Ground Floor Slab	51.91 cubes
1 <sup>st</sup> Floor Slab	39.9 cubes
<b>Total</b>	<b>143.4 cubes</b>

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Clearly, even on the assumption that the Wearne deliveries post 07 May 2009 were to stand 361, and for 65 and 40 cubes respectively, these would not be sufficient to satisfy the required and actual quantity of cement poured and hence the balance would have to have been sourced from a different supplier.

12.4.7 The total quantity of wet cement poured at stand 361 is 156.76 cubes. This is approximately 31% less than the total quantity of 226.5 cubes allegedly delivered by Wearne. This confirms that the total quantities allegedly delivered by Wearne are significantly inflated, this assuming that the alleged deliveries by Wearne were in fact to stand 361. A study of the Google Earth images confirms that such an assumption is untenable. Eliminating those quantities allegedly delivered to stand 361, which clearly were not delivered, will significantly increase the percentage variance of 31%.

12.4.8 The empirical evidence clearly confirms that the information provided by Wearne is, at best, unreliable, and only signed delivery notes would constitute reliable evidence. The empirical evidence conclusively proves the fallaciousness of Agrizzi and Vorster's allegations.

13. **Ad para 150:** We contacted the two drivers who are still employed by Wearne Ready Mix and they stated that:

- a. In 2009, the Eco Estate was still in the process of being developed;
- b. They make numerous deliveries on a daily basis are unable to recall which address they delivered the cement to in 2008/ 2009; and
- c. They will not be able to point out the delivery address.

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14. **Ad para 152:** The investigators state that the information was outstanding as at 04 December 2019. To date no such information has been provided.
15. **Ad para 159 a:** Consequently, we conclude that:
- a. Over the period 02 December 2008 to 31 August 2009, Wearne Ready Mix delivered Cement to the value of R205 734.26 (R216 486.20 - R10 751.94), to what appears to be Erf 361 Meyersdal Eco Estate.”
- This conclusion needs to be considered against the discrepancies as detailed in this submission. This conclusion is not supported by the facts. The allegations are vexatious, malicious and purely intended to irreparably harm my reputation and dignity.
16. **Ad para 159 d:** The Bosasa Great Plains accounting records reflect total payments of R738 436.19 to RTC Build IT over the period 24 March 2005 to 15 October 2015. However, since the physical order and invoice documentation has not been provided to the Commission, we are unable to state which payments **were made** in respect of deliveries to the Meyersdal Eco Estate. In doing so the investigators seek to extend the period beyond which Vorster alleges deliveries occurred, late 2009 to 2010.
- The conclusion is reached, that as a fact deliveries were made to 361 Meyersdal Eco Estate, without indicating whether they were for dry cement and if so for what value.
17. I can confirm that during the period late 2009 to 2010, other than 361 Eco Estate, I was in no way involved in the building or renovations of any property in the Meyersdal or Meyerton area that required cement.

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**18. Affidavit of Engelbrecht**

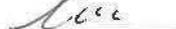
I am not able to deal with the content of the affidavit of ENGELBRECHT, until such time as S69 of the Tax Administration Act has been complied with.

**19. Conclusion**

The preliminary 29 February 2020 report as it currently reads contains factual inaccuracies and conclusions which cannot be supported by the facts, relies upon documents and "books" which do not appear to exist. The Commission furthermore, in spite of reliance on documents and information, when requested to provide such informs me that I ought to obtain these from the source, while withholding the names and contact details of the supposed sources.

As indicated in its letter of 31 July 2020 the Commission indicated that I can expect to receive a Rule 3.3 notice in respect of the preliminary report. I submit that any attempt by the Commission to make any adverse finding/s of wrongdoing against me would be contrary to the interests of justice and would irreparably harm my dignity and reputation.

I re-iterate that in the event the Commission seeks to persist with the adverse findings against me I will be afforded a reasonable opportunity to deal with any findings and/or evidence which the Commission might seek to rely on.

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**BEFORE THE JUDICIAL COMMISSION OF ENQUIRY INTO  
STATE CAPTURE, CORRUPTION AND FRAUD IN THE PUBLIC  
SECTOR INCLUDING ORGANS OF STATE  
HELD AT PARKTOWN, JOHANNESBURG**

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**AFFIDAVIT**

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I, the undersigned,

**ANEEL RADHAKRISHNA**

do hereby make oath and say that:

1. I am a major male Accountant and I am currently employed by Akhile Management and Consulting (Pty) Ltd ("Akhile") as Chief Executive Officer and Director at 204 Witch-Hazel Avenue, Highveld Techno Park, Centurion, Pretoria.
  
2. I have been provided, and subsequently had the opportunity to familiarise myself with;
  - 2.1. The affidavit of Mr Angelo Agrizzi of 15 January 2019 in which Mr Agrizzi sought to implicate me in matters of "state capture, corruption and fraud in in the public sector including organs of state" within paragraphs 44.1 to 44.9 of his affidavit;



- 2.2. The oral evidence of Mr Agrizzi of 28 January 2019 before the State Capture Commission of Inquiry.
  - 2.3. The founding affidavit of Mr Kevin Wakeford of 25 February 2019, which serves as Mr Wakeford's application to cross-examine Mr Agrizzi.
  - 2.4. The answering affidavit of Mr Agrizzi of 08 April 2019, to Mr Wakeford's application to cross-examine Mr Agrizzi.
  - 2.5. The replying affidavit of Mr Wakeford of 30 September 2019.
  - 2.6. The Preliminary Report on Issues in Dispute Between Mr Agrizzi and Mr Wakeford.
3. I respond herein to whatever pertinent matters pertain to myself within these documents.

## COMMENTS

4. During 2007 I joined my current company Akhile who were subsequently appointed by FeverTree, which had been provided a consulting contract by the Department of Home Affairs to provide consulting services regarding the Home Affairs Turnaround Project, to assist as part of the consultancy team on the project.
5. Akhile's responsibilities towards FeverTree, would include providing consulting services on various projects, *inter alia*:
  - 5.1. State Information Technology Agency;
  - 5.2. Telkom;
  - 5.3. South African Post Office;
  - 5.4. XPS / Skynet Courier Company;
  - 5.5. Nthwese/Double Ring;



5.6. Government Printing Works; and

5.7. Lindela Repatriation Centre.

6. Of the aforementioned service providers, Nthwese/Double Ring and Lindela had existing contracts in place with the Department at the time, and therefore a renegotiation of these contracts did not require a new tender process, nor did it require any National Treasury involvement or approval.
7. Given that the aforementioned service providers had existing enforceable contracts in place, the objective of the revision of the aforementioned contracts would be to create a mutually beneficial solution to both the contractor and the Department, whereby the contractor would obtain positive outcomes while the Department would receive cost savings and increased service delivery.
8. This is reflected on page KWR210 of Mr Wakeford's replying affidavit, whereby the Lindela Negotiations FeverTree report of 04 December 2007 reflects that Bosasa had offered cost reductions on the contract on condition that the department extend the contract by 5 years, whereas FeverTree recommended that no extension beyond 3 years should be considered. What ultimately transpired however, is that Bosasa conceded to the cost reductions without accepting any extension of the initial period of the contract.
9. These negotiations as they pertained to the Lindela contract were held with Mr Agrizzi in his capacity as the Chief Operating Officer of Leading Prospect Trading (Pty) Ltd, the owner of the Lindela facility, and culminated in the conclusion of the Second and Third Addenda to the Initial Lindela Contract of October 2005.
10. Both of these Addenda were signed by Mr Agrizzi, in his capacity as the COO and authorised signatory of the service provider, on 18 February 2008 and 13 March



2009 respectively. None of the terms of the Addenda were beneficial to Bosasa, and all terms of the Addenda were to the benefit of the Department.

11. The allegations levelled against me by Mr Agrizzi are expressed in Paragraph 44 of his affidavit of 15 January 2019 herein repeated;

*44.1 The Lindela Repatriation Centre is a facility owned by Bosasa Properties (Pty) Ltd, a subsidiary of Bosasa. Lindela is managed by Bosasa. It is a facility for the detention and repatriation of undocumented migrants. This takes place on the authority of the Department of Home Affairs (DHA). The tender for the management of Lindela was granted by DHA to Leading Prospect Trading (Pty) Ltd, another subsidiary of Bosasa.*

*44.2 At a time the Lindela contract was under review by the DHA. It employed Fever Tree Consulting for this purpose. The person appointed by FeverTree Consulting to conduct the review was Aneel Rahadkrishna. Aneel Rahadkrishna conducted negotiations with me to reduce the contract price. The Minister responsible (Nosiviwe Mapisa-Nqakula) had instructed the DHA to reduce costs at Lindela.*

*44.3 DHA wanted a review of the minimum-fee clause of the Lindela contract. Gavin Watson was concerned that it would affect profits. Gavin Watson called a meeting with myself and Kevin Wakeford. It was decided that Aneel Rahadkrishna could be "managed". Gavin Watson, Kevin Wakeford and Aneel Rahadkrishna agreed on a deal. I was informed later by Rahadkrishna that payment of an amount of R7,000,000.00 to him was discussed. The payment to Rahadkrishna was intended to facilitate a renegotiation and extension of the contract that would benefit Bosasa.*



- 44.4 *The outcome was that the contract was extended for a further five years without the need for further tender processes and Treasury approval. The price was reduced by R860,000.00 per month. However more favourable contract terms were included in the contract. The annual gross value to Bosasa was in the region of R 93 600 000.00.*
- 44.5 *At a stage I confronted Gavin Watson as Rahadkrishna was annoyed that he had extended the contract period and yet no payments were forthcoming to him as apparently promised. My concern then was that I could not understand why an agreement to pay Rahadkrishna had been reached in the light of the reduction in the price of the contract amounting to R 860 000.00 per month. I note that at this stage I had not yet examined the extended contract in detail.*
- 44.6 *Kevin Wakeford explained the benefits of the extended contract to Bosasa to me. An important benefit was that opposition to the contract on the part of opposition political parties and SCOPA had been mitigated.*
- 44.7 *Gavin Watson's instruction was very clear. He said that Bosasa was not in a position to transfer a lump sum to Rahadkrishna but would make a monthly retainer payment on production of an invoice.*
- 44.8 *Rahadkrishna was not happy. He started putting in invoices in the name of a "Wine Merchant Company" in Cape Town. I cannot recall the name or the exact details of the invoices. I think it was about R75 000.00 per month that was invoiced. The payments were effected by Carlos Bonifacio.*
- 44.9 *I stopped the invoicing from Aneel Rahadkrishna in 2015. The Bosasa group of companies was under severe scrutiny. I instead offered to help Rahadkrishna with branding and marketing resources for his company*

*"Akhile". I used this as an excuse for not making further payments to him. I told him payments would resume when the heat was off. I arranged that the internal design team of Bosasa to provide him services at no charge to re-brand his company and to design and create websites. Gavin Watson was informed.*

12. The allegations of Mr Agrizzi are predicated on what Mr Agrizzi refers to as a five-year extension to the Lindela contract. This is denied, and it is a matter of record, that no extension to the Initial Lindela contract of October 2005 was awarded to Bosasa in either the Second or Third Addenda to the contract.
13. I further deny that I had any financial arrangement with Mr Wakeford or Mr Gavin Watson, for awarding Bosasa an extension to the Lindela contract, and quite obviously the accusation is inexplicable given that no such extension was awarded to Bosasa. The initial contract awarded in October 2005 was to continue to October 2015, and the Second and Third Addenda did not change this in any way.
14. The extension beyond the Initial Period which M Agrizzi refers to, was presented within the Third Addendum and reflected in paragraphs 4.3 and 4.4 of the Addendum, which afforded the Department **in its sole discretion** to extend the contract until October 2018, and this condition serves no benefit to Bosasa thus.
15. This decision would also be made by the Department in 2015, 6 years subsequent to the conclusion of my services to the Department.
16. The R7m Mr Agrizzi suggests I requested was in fact the annual saving to the Department as reflected in the Annual Report of the Department on page KWR125 of Mr Wakeford's replying affidavit. The only remuneration I received for my work regarding the Lindela contract was from my client, FeverTree.



17. Mr Wakeford has responded in his affidavit of 25 February 2019 to these allegations of Mr Agrizzi.
18. I can confirm the contents of paragraphs 106 to 129, as well as paragraph 139, of Mr Wakeford's affidavit, as they pertain to representations made by Mr Wakeford regarding the implementation of the Home Affairs Turnaround Project, FeverTree Consulting's responsibilities regarding the Turnaround Project, the Lindela contract terms and conditions, and the outcomes of such negotiations.
19. I only cannot comment of the content of paragraphs 115 and 126 where mention is made of discussions that did or did not transpire between Mr Agrizzi, Mr Watson and Mr Wakeford.
20. As confirmed, at the time of the renegotiations of the Lindela contract between 2007 and March 2009, that culminated in the Second and Third Addenda to the Initial Lindela contract of October 2005, Lindela was one of only two service providers that had existing contracts in place with the Department of Home Affairs, and thus National Treasury approval was not required. The final decision as to the Addenda vested in the Accounting Officer of the Department who made their decision from the various scenarios placed before them.
21. I can further confirm that Mr Wakeford was not involved in any of the negotiations between Bosasa and the Department regarding the Lindela contract.
22. Subsequently, in October 2009, I was approached by Mr Agrizzi to provide consultancy services to Kgwerano Phakisa Fleet Management Solutions regarding several fleet management tenders awarded to the company. A proposal was drafted and sent to Mr Agrizzi which is the email Mr Agrizzi refers to in KW-042 of his answering affidavit. Mr Wakeford has provided the actual proposal sent to Mr Agrizzi, proving this *bona fide* relationship, in his replying affidavit to Mr Agrizzi on page KWR142.

23. Akhile was subsequently paid for the consulting work it provided regarding these contracts, and this was completely unrelated to anything concerning Lindela, most clearly evidence from the fact that the outcomes of the Lindela negotiations had not been to the benefit of Bosasa in any way.

24. Mr Agrizzi reiterated numerously “the extension of the Lindela contract awarded” in his answering affidavit to Mr Wakeford on 08 April 2019, however as already confirmed there was no such extension awarded.

25. Mr Agrizzi included a number of new allegations within this affidavit, to support his previous misrepresentations, including suggesting;

25.1. Prior to the negotiations the occupancy of the facility exceeded 3200 people per day, and this dropped to 1000 people per day after negotiations. This is however false, as at the time of the negotiations the occupancy was actually around 1 668 people. Refer to page KWR205 of Mr Wakeford's replying affidavit.

25.2. That the negotiations resulted in Bosasa being able to charge a flat fee regardless of occupancy. This is misleading though, as the agreement of Bosasa being able to charge a minimum occupancy was already reflected in the initial Lindela contract, and the Addenda result in this minimum occupancy reducing from 3250 person in the initial contract, to 2500 person subsequently, which is clearly, once more, a benefit to the Department.

25.3. That the renegotiation result in a higher rate being charged per person. This is once more misleading, as this was a result of the initial contract, that allowed for the price per person to be increased by the consumer price index whenever the contract was reviewed. As such the price would have increased regardless of the changes in minimum occupancy to allow for the CPIX movements in the preceding 3 years.

- 25.4. That ultimately there were no cost savings to the Department. This is false as previously the Department was paying R7 894 120 per month and after the renegotiations the Department was paying R7 560 130.50.
26. Mr Wakeford has done a detailed exposition demonstrating the realities of the Addenda signed, which accurately records that these Addenda were solely to the financial benefit of the Department, and that none of these terms and conditions were for the benefit of Bosasa. I agree and confirm all the representation made by Mr Wakeford therein as they relate to the Lindela contract renegotiations.
27. In summary the result of the Second Addendum was such that the minimum occupancy was reduced from 3 250 person to 2 500 person as already addressed, while certain costs which would otherwise have been the responsibility of the Department were reduced, creating a saving of R640 939.23 per month. The calculation of this saving is detailed on page KWR211 of Mr Wakeford's replying affidavit.
28. The result of the Third Addendum was to afford the Department;
- 28.1. An option and right of first refusal on the sale of the Lindela facility
  - 28.2. An option at its sole discretion to extend the contract for 3 years, to be decided in 2015.
  - 28.3. That the monthly amortisation cost fee would decrease by R420 000
  - 28.4. That certain additional cost would be borne by Lindela, namely the cost of providing medical care facilities and registration and administration systems etc.
29. These provisions are clearly to the benefit of the Department, and not Bosasa.

## THE PRELIMINARY REPORT

30. The Preliminary Report on Issues in Dispute Between Mr Agrizzi and Mr Wakeford then appears to summarise the positions of Mr Agrizzi and Mr Wakeford and provide findings thereon. Numerous of these aspects raised and findings reached relate to accusations about myself and the redetermination of the Lindela contract. Insofar as certain aspects require further comment by myself, I do so hereinafter.

### AD PARAGRAPH 32 TO 42 & 270

31. Mr Agrizzi alleges that when the purported R7m that I was supposed to receive from Bosasa for renegotiating the extension of the Lindela contract was not forthcoming, Gavin Watson agreed to pay me monthly. Mr Agrizzi however keeps this accusation vague and provides little further detail, however in his oral testimony at the State Capture Commission on 28 January 2019 he shed more light of these accusations.

32. The extract of the transcript from 28 January 2019 states that Mr Agrizzi said the following:

***MR ANGELO AGRIZZI:** And that was to facilitate the negotiation and the extension of the contract. So if I can explain to you, Chair, what actually happened was, it was a process where we reduced the price by R860 000 so the saving to the department over the period of time was considerable. However, what happened was the contract was extended by another five years.*

*So it was extended by five years, so in actual fact we were scoring, but I did not see it that way so I approached Gavin Watson and I said to him, you know, Neil is very concerned and annoyed with me, because he says*

*that you cut a deal with him. My concern was also why I could not fathom out why he would agree to pay R7-million over just like that. Watson then said to me, he said to me in summary he said you are not paying R7-million you can pay him on a monthly basis.*

.....

**ADV PAUL PRETORIUS SC:** *At the time you were wondering why on earth pay Mr Rahakrishner R7-million when the contract price had actually been reduced. Had you at that stage examined the extended contract in any detail?*

**MR ANGELO AGRIZZI:** *No, I had not.*

**ADV PAUL PRETORIUS SC:** *So you were not aware of any more favourable contract terms at the stage you expressed your doubts?*

**MR ANGELO AGRIZZI:** *No, I was doubtful of the transaction. I had not seen yet what Neil Rahakrishner had put in to the actual contract.*

...

**MR ANGELO AGRIZZI:** *So I said to him well look I was not part of your transaction. I did not debate anything with you and I said all I can do is go to Gavin Watson and say listen what about if he puts in a monthly invoice.*

**ADV PAUL PRETORIUS SC:** *Did he submit monthly invoices?*

**MR ANGELO AGRIZZI:** *Yes, he did, but he did it through one of his friends who has got a wine merchant agency so I remember that it was Wine Merchants of something like that and we processed I think it was around R75 000 a month for him.*

33. Mr Agrizzi clearly contradicts himself above, saying at first that he approached Gavin Watson believing that I should not be entitled to any payment, but that Mr Watson told him I should not be paid R7m but that I should be paid on a monthly basis. Then subsequently Mr Agrizzi says that in fact he proposed to Mr Watson that I be paid monthly.

34. Mr Agrizzi says that at the time the monthly payments were agreed, he had not yet examined the contract in detail, and was not aware of its favourable terms. Given that Mr Agrizzi was actually the signatory to both the Second and Third Addenda on 18 February 2008 and 13 March 2009, Mr Agrizzi must then be suggesting that this alleged conversation transpired before 13 March 2009, by which time he was fully aware of all terms of the Addenda. However, the payments made to Distinctive Choice Wines did not occur until July 2011.

35. It has already been explained to the Commission that the use of the bank account of the company Distinctive Choice Wines, was because I did not want to involve my co-directors in Akhile Management in the fees received for certain works performed in my personal capacity for Bosasa in 2011.

36. The Commission's Investigation Team, appears to attempt to cast doubt on this answer in paragraph 270 of this report, stating:

*"Mr Radhakrishna and Mr Louw contend that the use of the bank account of the company Distinctive Choice, was because Mr Radikhrishna did not want to involve his co-directors in his other company, Akhile Management in certain work. However:*

*i. Subsequent to these transactions, Mr Radhakrishna registered another company by the name of Akhile Advisory (2013/235012/07), of which Mr Radhakrishna is the Sole Director; and*

*ii. It appears that he could have registered a new company in 2011, in a similar manner, should he have wished to conduct business without the involvement of his other partners."*

37. The suggestion above, is without any logical basis however, as I would have no need to disguise that these were payments from Bosasa, as Akhile had already received consulting fees in its name in November 2009, 18 months before Distinctive Choice Wines ever received any payments from Bosasa, and Akhile still

received funds from Bosasa in August 2011, subsequent to Distinctive Choice Wines receiving fees in July 2011.

38. The fees received by Akhile and myself personally through Distinctive Choice Wines were never related to the renegotiation of the Lindela contract, which as demonstrated was not negotiated to the benefit of Bosasa, but was for various consulting works performed relating to introducing Bosasa to opportunities in the oil & gas industry, consulting work on E-Learning projects for the Gauteng Department of Education, and introducing Bosasa to opportunities in E-Health.

39. In paragraph 41(a) the Commission's Investigation Team has stated that it is unable to confirm whether I provided any services to Leading Prospect. What company account I would have received my fees from relates to the internal financial management systems of Bosasa of which I would not be acquainted with. It would not be of concern to me as to which Bosasa entity would pay my consulting fee, only that I would be paid for the work performed.

40. The Commission's Investigation Team has found in paragraph 42, that payments received by Distinctive Choice Wines supports the statement of Mr Agrizzi that I received payments from Bosasa after the extension of the contract was awarded. This once more has no logical basis. As there was no extension of the contract awarded, I could not have received payments for an event that never occurred.

#### **AD PARAGRAPH 43 TO 49**

41. The "Issue in dispute" here is whether the email correspondence referred to by Mr Agrizzi, relates to "*payments for the negotiations of the Lindela contract extension*" as stipulated by Mr Agrizzi, or if they relate to a "*proposal by Akhile Management Consulting*" to provide services to Phakisa in regards to fleet management.

42. As is clear from the draft proposal already in possession of the Commission and confirmed by the Commission's Investigation Team in paragraph 47, the correspondence related to a draft proposal on fleet management solutions.
43. Furthermore, as numerous mentioned now, no "*Lindela contract extension*" was ever awarded, and as such the correspondence could never have related to payments in regard to such an extension.

#### **AD PARAGRAPH 50 TO 58**

44. The Commission's Investigation Team have made a number of incorrect findings here, both in response to the accusations at hand as well as in interpreting their own Forensic Accountant's findings.
45. To reiterate, the accusation made by Mr Agrizzi is that I received compensation for facilitating a five-year extension to the existing Lindela contract, and negotiating more favourable terms to the original contract for the benefit of Bosasa, and that Kevin Wakeford was a party to this process.
46. Paragraph 334 of the report accepts that no such extension was awarded to Bosasa, and as such, the findings in the Executive Summary should reflect that that Mr Agrizzi's claim in this regard is false.
47. Contrastingly, the Commission's Investigation Team contradicts its own finding in paragraph 334 of the Report, where in paragraph 319 of the Report the Investigation Team refers to "*the true beneficiary of this agreement and extension of the Lindela Contract*". As already addressed, no such extension occurred. The Commission's Investigation Team should reflect the fact that the "contract extension" referred to never occurred.

**AD PARAGRAPH 53 TO 55**

48. As pertains to the secondary accusation that "*more favourable contract terms were included in the contract*", this is in reference to Second Addendum and Third Addendum to the Lindela Contract signed on 18 February 2008 and 13 March 2009 respectively following the commencement of negotiations in December 2007 (Referred to in paragraph 311 of the report), as I was not employed in any consulting capacity prior to this.

49. Mr Agrizzi stipulated in paragraph 63.3 of his replying affidavit to Mr Wakeford, that:

*"Prior to the negotiations the pricing structure for the extension of the Lindela contract was approximately R8 900 000.00 per month and the average occupancy exceeded 3 200 persons per day. After the negotiations the occupancy decreased to approximately 1000 people per day and the billing was only nominally decreased to R7 500 000.00 per month."*

50. From the occupancy figures attached in paragraph 52 of the report, one can quite clearly see that the occupancy levels before negotiations commenced in December 2007 and concluded in the Second Addendum in February 2008 were 1 153 in 2006 and 1 524 in 2007 respectively not the level of 3 200 stipulated by Mr Agrizzi.

51. Subsequent to the signing of the Second Addendum in February 2008, the occupancy levels then increased to 1 745 in 2008. As such the finding made should reflect that the accusation raised by Mr Agrizzi is false.

52. The finding of the Commission's Investigation Team in paragraph 53 and 54 of their Report, that the occupancy levels only exceeded 3 000 persons per day in 2003 and 2004, and that a significant contribution to Bosasa's profitability was its

charging for an average occupancy of 3 250, is irrelevant for the purposes of interpreting the accusations levelled against myself or Mr Wakeford.

53. As detailed above, the minimum occupancy level of 3 250 people were already stipulated in the original contract of October 2005, before either myself or Mr Wakeford were employed in any capacity within the department. As such this minimum agreed occupancy does not relate to a term incorporated within Second and Third Addendums signed in February 2008 and March 2009.

54. Be that as it may however, it was a requirement of the Department itself that the facility would be able to accommodate 4 000 persons, regardless of what the actual occupancy was. The Forensic Accountant employed by the Commission confirmed as much in paragraph 341 of the Preliminary Report.

55. The Commission's Investigation Team also references that only 7% of the costs of the facility were variable (see paragraph 294(a) of the Report), meaning that the remaining 93% of the costs were fixed, being costs that would not change according to the occupancy of the facility.

56. The reason that the Department required a facility to accommodate 4 000 persons, is that a facility of that nature cannot be changed from month to month, where for example if one refers to page AA-KW-676 of the Preliminary Report, the average number of persons accommodated in November 2013 was over 4 000 in contrast to only in the region of 2 500 in September two months earlier.

**AD PARAGRAPH 56(a)**

57. Paragraph 56(a) of the Preliminary Report appears to be correlated to paragraph 317 of the Report. Neither paragraph purports to have been the conclusion of the

Forensic Accountant employed by the Commission, but rather appears to be the conclusion of the Commission's Investigation Team.

58. Indeed, paragraph 284 of the Preliminary Report recognises that prior to the Second Addendum being signed in February 2008, monthly billing was R7 894 120 per month.

59. Subsequent to February 2008 the monthly billing increased to R7 980 000 (a monthly increase of R85 880) for a period of 8 months (a total of R687 040 over the 8-month period), before the monthly billing decreased to R7 560 130.50 from February 2009 to March 2014. This represents a monthly decrease of R333 989.50, or a total of R20 707 349 over the 62-month period.

60. Furthermore, although the rate per person per day before negotiations was R79.90, this amount was due for a CPIX increase in October 2008 in addition to the above, per the terms of the original contract. As CPI for South Africa for 2006, 2007 and 2008, was 4.82%, 7.57%, and 9.31% respectively, by the end of 2008 the rate per person should have increased to R98.48 per person per day, and thus this represents an additional saving of the department not otherwise reflected.

61. If this is taken into account, which it should be, the saving to the Department would have been R2 169 693.50 per month or R134 520 997 over the 62-month period. This is calculated as the difference of the below:

61.1. The monthly billing that was charged over February 2009 to March 2014 (see paragraph 299 of the Preliminary Report) of R7 560 130.50 =  $R99.41 \times 2\,500 \times 30.42$ .

61.2. The monthly billing that would have been charged from October 2008, after the first review of the contract allowing for the CPIX increase and according to the 3 250 minimum occupancy embodied in the original contract, would have been R9 729 824 =  $R98.48 \times 3\,250 \times 30.4$ .

62. Although incorrectly stated by the Commission's investigation Team, even on their own version, if the monthly billing had remained "relatively constant" as referred to by the Investigation Team, I am perplexed as to how that would amount to a "benefit" to Bosasa, given that to be "constant" implies neither an increase nor decrease, and as such would then neither be a benefit nor a disadvantage.

**AD PARAGRAPH 56(B) TO 56(C)**

63. As already referred to above, the Investigation Team fails to understand that at the reviewal of the contract, CPIX adjustments were to be made. The R640 939.23 saving referred to, does not refer to the difference between the monthly invoice before and after negotiations, but rather certain costs that had previously been the responsibility of the Department before the renegotiations, that were no longer the responsibility of the Department subsequent to negotiations.

64. In this case, these costs were those of bedding and linen, building depreciation, toiletries, kitchen amortisation, finance charges, and admin fees. In 2005, these costs amounted to R570 433.63 per month. By the time of the renegotiation in December 2007, these amounts would be estimated to be R640 939.23 per month after allowing for annual inflation of 6% per annum over the two-year period (Refer to KWR211 of Mr Wakeford's replying affidavit).

65. Had these costs not been forgone, this would have amounted to an additional cost the Department would had to have paid. That the monthly invoice did not decrease by more at this stage, was a result of the fact that all other costs would have to be adjusted for CPIX, such as Personnel costs (Salaries & Wages) which alone represented 23.9% of total costs and which generally increase each year by a minimum of inflation.



66. Be that as it may, if this were still to be ignored, as it appears the Commission's Investigation Team wishes to do, it remains as already addressed that such "*constant invoicing*" cannot be determined to be a "*benefit*" to Bosasa of the Second Addendum, as by nature it implies that revenue is not increasing nor decreasing.

67. As such, none of the aspects of the Second Addendum as elaborated in paragraph 56 of the Preliminary Report created any benefit to Bosasa, and were only to the benefit of the Department.

#### **AD PARAGRAPH 57**

68. The Commission's Investigation Team have made a number of errors once more in its "Findings" here in its interpretations of the Third Addendum.

69. The reduction of the monthly amortisation cost of R420 000 (or R5 040 000 per annum), as confirmed by the Commission's Investigation Team in paragraphs 57(a) and 326 of the Report, as well as the Forensic Accountant employed by the Commission in paragraph 325 of the Report, is common cause. (The Third Addendum paragraph 5.1 refers to an "amortisation cost" for this amount, however the Commission's Investigation Team refers to this as an "administration amount").

70. The Commission's Investigation Team then completely misapplies its findings to the underlying "Issue in dispute", that the terms of the Third Addendum only related to terms and conditions in favour of the Department, and not Bosasa.

71. The Commission's Investigation Team highlights that reductions in the monthly charges to the Department by the capital cost of the facility, being R1 804 620 per month, was to only occur if the contract was extended in 2015 which never materialised as the contract was not extended in 2015.

72. This however pertains to a decision of the Department in 2015, and has no relevance in interpreting whether the provision of paragraph 4.5 of the Third Addendum was favourable to the Department or not.

73. It requires little intuition to understand that in March 2009 when the Third Addendum was signed, the provision of paragraph 4.5 of the Third Addendum, that if the Department chose to extend the existing contract for an additional 3 years that the monthly invoice would reduce by the capital cost of R1 804 620 per month, represented a substantial benefit to the Department.

74. Whether or not the Department chose to capitalise on this opportunity in 2015, some 6 years after the Addendum was signed, pertains to whoever made that decision in 2015, at which stage I had no longer been involved with the Department for some 6 years.

75. As such, none of the aspects of the Third Addendum as elaborated in paragraph 57 of the Report created any benefit to Bosasa, and were only to the benefit of the Department, whether or not the Department at a later stage capitalised on all of these provisions when I was no longer contracted there.

#### **AD PARAGRAPH 58**

76. The Commission's Investigation Team, have conflated the terms of the original contract and the Addendums into one "Finding". The terms of the original contract, were drafted and agreed to in October 2005 years before either myself or Mr Wakeford were involved with the Department.

77. The Commission's Investigation Team stated that the Commission's Forensic Accountant confirmed that the beneficiary of the Lindela contract and extensions

was Leading Prospect. This finding appears to be drawn from paragraph 319 of the Conclusions to the report.

78. It has been confirmed numerous times above however, that there was no five-year extension of the contract. Indeed, this is accepted by the Commission's Investigation Team in paragraph 334 of the Preliminary Report, and is a primary argument even of the Investigation Team in paragraph 57 of the Report, where they specifically say "the contract was not extended in 2015".

79. Furthermore, the reference that the Commission's Investigation Team makes to the Forensic Accountant's findings, that the beneficiary of the contract was Leading Prospect, appears to be derived from paragraphs 320 and 336 of the Preliminary Report, which state that the fact that the Department of Home Affairs had to pay for 3 250 occupants per day as opposed to actual occupancy was a significant benefit to Leading Prospect.

80. This condition was not a result of the Second and Third Addendums, but was stipulated within the initial contract, of which I was not involved, in October 2005.

81. In paragraphs 342 and 343 of the report, the Commission's Investigation Team seems to once more suggest that the reduction of the minimum occupancy from 3 250 persons to 2 500 persons was actually a benefit to Lindela rather than the Department of Home Affairs, as the price per person increased from R79.90 to R98.02 per person.

82. This has been dealt with extensively above, however I will reiterate those points as the Commission's Investigation Team has reiterated their incorrect conclusions.

83. The Actual Billing per month before negotiations was R7 894 120 (See paragraph 284 of the Preliminary Report). Subsequent to the conclusion of negotiations this rate reduced to R7 560 130.50 (See paragraph 298 of the Preliminary Report).

84. This represent a direct saving to the Department of R333 989.50 per month before considering the indirect saving of comparing the monthly invoice subsequent to negotiations to what the monthly invoice would have been had no negotiations transpired, which would more likely amount to a saving of R2 169 693.50 per month to the Department.

**AD PARAGRAPH 58(a)**

85. Mr Agrizzi stated that the occupancy of the facility was 3 200 persons per day prior to negotiations, and then suddenly reduced to 1000 persons per day after the negotiations were concluded.

86. This is quite evidently false, where one can see from see from the occupancy figures provided in paragraph 52 of the report, that prior to December 2007 when negotiations commenced, occupancy levels were 1 153 person per day on 2006, and subsequently increased to 1 745 persons per day in 2008 after the conclusion of the Second Addendum.

**AD PARAGRAPH 58(b) TO 58(c)**

87. The negotiated minimum occupancy levels that Bosasa billed for of 3 250 persons was stipulated in the original contract from 2005 for a period of 10 years to 2015, and occurred 2 years before I had been contracted in any capacity, directly or indirectly, by the Department.

88. Before the negotiation of the Second Addendum in December 2007, the occupancy levels were already significantly below this level of 3 250 at 1 153 in 2006.
89. The Second Addendum reduced this minimum occupancy to 2 500 from 3 250. That there "*were only a few hundred undocumented immigrants in detention, but Leading Prospect still received the same flat rate as agreed*" was a condition already present within the original contract of 10 years signed in 2005, and was not as a result of the Second and Third Addendums signed in February 2008 and March 2009.
90. This was done so, as 93% of the costs related to the facility were unrelated to the number of immigrants in occupation but were rather fixed costs. This was accepted by the Commission Forensic Accountant in paragraph 341 and 294(a) of the report.

**AD PARAGRAPH 58(d)**

91. The findings herein are false. After the Addendums to the contract (i.e. subsequent to the signing of the Third Addendum on 13 March 2009) monthly billing decreased to R7 560 130.50 (See paragraph 298 of the Preliminary Report) from R7 894 120 (See paragraph 284 of the Preliminary Report) prior to negotiations in December 2007. This represented a saving of in excess of R4 million per annum.
92. From all of the above, it is quite evident that Bosasa did not benefit in any way from the terms negotiated within the Second and Third Addendums, which is the accusation being defended.

## CONCLUSIONS

93. From the above it is clear that the accusations made by Mr Agrizzi as they pertain to myself, and the renegotiations of the Lindela contract concluded while I was a consultant to FeverTree and consequently the Department, hold no truth.

94. The extension Mr Agrizzi constantly refers to never transpired, and therefore any accusations that flow from this can hold no truth either. Furthermore no other financial benefits are reflected in the Addenda to the initial contract.

95. The only remuneration I ever received from the Bosasa group, was in my capacity as an independent consultant as reflected above.

96. At no stage was there ever a conflict of interest within my function within the Department. I was never an employee of the State or any government department. All the services rendered were through my company Akhile and on a contractual basis through the intervention of FeverTree.

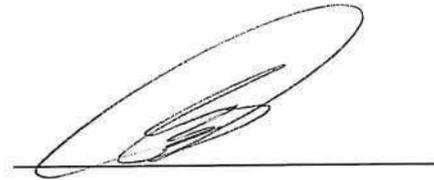
97. In fact, Mr Agrizzi requested a meeting with me in 2017 where he requested Akhile to be involved in certain projects with his new entity, Crearis, that he formed to compete against Bosasa, but after careful consideration I declined any involvement.

98. It appears that Mr Agrizzi has sought to merely use the Commission to serve whatever personal agenda he may have with his former employer for retrenching him, and myself for declining his advances.



**ANEEL RADHAKRISHNA**

I hereby certify that the above Deponent has acknowledged that he knows and understands the contents of this affidavit, which was signed and sworn before me at Pretoria on the 10 day of February 2021, and that the regulations contained in Government Notice No. R 1258 of 21 July 1972, as amended, and Government Notice No. R 1648 of 19 August 1977, as amended, has been complied with.



**COMMISSIONER OF OATHS**

\_\_\_\_\_  
TIAAN DE WAAL  
COMMISSIONER OF OATHS *ex officio*  
PRACTISING ATTORNEY R.S.A.  
Office 2 201, Monument Office Park  
Corner Elephant & Steenbok Street  
Monument Park, Pretoria RSA

2501

**DISTINCTIVE CHOICE WINES & SPIRITS**  
PAYMENTS

SUBTOTAL 4,332,000.00 4,332,000.00

Journal Entry	TRX Date	Originating Master Name	Reference	Account Number	Account Description	Debit Amount	Credit Amount	Account
10719	2011/06/30	DISTINCTIVE CHOICE WINES & SPIRITS	INA10042	005-0001-99400-28000	Creditors - Trade	-	57,000.00	28000
10719	2011/06/30	DISTINCTIVE CHOICE WINES & SPIRITS	INA10042	005-0001-99400-35900	VAT - Input Normal	7,000.00	-	35900
10719	2011/06/30	DISTINCTIVE CHOICE WINES & SPIRITS	INA10042	005-0001-00060-65104	Prof Services	50,000.00	-	65104
10720	2011/06/30	DISTINCTIVE CHOICE WINES & SPIRITS	INA10043	005-0001-00060-65104	Prof Services	50,000.00	-	65104
10720	2011/06/30	DISTINCTIVE CHOICE WINES & SPIRITS	INA10043	005-0001-99400-35900	VAT - Input Normal	7,000.00	-	35900
10720	2011/06/30	DISTINCTIVE CHOICE WINES & SPIRITS	INA10043	005-0001-99400-28000	Creditors - Trade	-	57,000.00	28000
10721	2011/07/07	DISTINCTIVE CHOICE WINES & SPIRITS	INA10051	005-0001-00060-65104	Prof Services	50,000.00	-	65104
10721	2011/07/07	DISTINCTIVE CHOICE WINES & SPIRITS	INA10051	005-0001-99400-35900	VAT - Input Normal	7,000.00	-	35900
10721	2011/07/07	DISTINCTIVE CHOICE WINES & SPIRITS	INA10051	005-0001-99400-28000	Creditors - Trade	-	57,000.00	28000
10732	2011/07/07	DISTINCTIVE CHOICE WINES & SPIRITS	0000000236	005-0001-99400-28000	Creditors - Trade	57,000.00	-	28000
10732	2011/07/07	DISTINCTIVE CHOICE WINES & SPIRITS	0000000236	005-0001-99400-28000	Creditors - Trade	-	57,000.00	28000
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10772	2011/07/28	DISTINCTIVE CHOICE WINES & SPIRITS	0000000240	005-0001-99400-28000	FNB - Current	-	57,000.00	23500
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10907	2011/08/31	DISTINCTIVE CHOICE WINES & SPIRITS	0000000247	005-0001-99400-28000	FNB - Current	-	57,000.00	23500
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11259	2011/10/31	DISTINCTIVE CHOICE WINES & SPIRITS	INA10063	005-0001-99400-35900	VAT - Input Normal	7,000.00	-	35900
11259	2011/10/31	DISTINCTIVE CHOICE WINES & SPIRITS	INA10063	005-0001-99400-28000	Creditors - Trade	-	57,000.00	28000
11259	2011/10/31	DISTINCTIVE CHOICE WINES & SPIRITS	INA10063	005-0001-00060-65104	Prof Services	50,000.00	-	65104
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11262	2011/11/14	DISTINCTIVE CHOICE WINES & SPIRITS	0000000262	005-0001-99400-28000	Creditors - Trade	-	57,000.00	23500
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11482	2012/01/13	DISTINCTIVE CHOICE WINES & SPIRITS	TTF49222	005-0001-99400-28000	Creditors - Trade	-	114,000.00	23500
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11698	2012/03/09	DISTINCTIVE CHOICE WINES & SPIRITS	0000000284	005-0001-99400-28000	Creditors - Trade	57,000.00	-	28000
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11823	2012/03/31	DISTINCTIVE CHOICE WINES & SPIRITS	INA10067	005-0001-99400-28000	Creditors - Trade	-	57,000.00	28000
11820	2012/03/31	DISTINCTIVE CHOICE WINES & SPIRITS	INA10074	005-0001-00060-65104	Prof Services	50,000.00	-	65104
11823	2012/03/31	DISTINCTIVE CHOICE WINES & SPIRITS	INA10067	005-0001-99400-28000	Creditors - Trade	-	57,000.00	28000
11822	2012/03/31	DISTINCTIVE CHOICE WINES & SPIRITS	INA10066	005-0001-99400-35900	VAT - Input Normal	7,000.00	-	35900
11822	2012/03/31	DISTINCTIVE CHOICE WINES & SPIRITS	INA10066	005-0001-99400-28000	Creditors - Trade	-	57,000.00	28000

**DISTINCTIVE CHOICE WINES & SPIRITS**  
**PAYMENTS**

**SUBTOTAL** 4,332,000.00 4,332,000.00

Journal Entry	TRX Date	Originating Master Name	Reference	Account Number	Account Description	Debit Amount	Credit Amount	Account
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11821	2012/03/31	DISTINCTIVE CHOICE WINES & SPIRITS	INA10068	005-0001-99400-28000	Creditors - Trade	-	57,000.00	28000
11821	2012/03/31	DISTINCTIVE CHOICE WINES & SPIRITS	INA10068	005-0001-00060-65104	Prof Services	50,000.00	-	65104
11820	2012/03/31	DISTINCTIVE CHOICE WINES & SPIRITS	INA10074	005-0001-99400-28000	Creditors - Trade	-	57,000.00	28000
11820	2012/03/31	DISTINCTIVE CHOICE WINES & SPIRITS	INA10074	005-0001-99400-35900	VAT - Input Normal	7,000.00	-	35900
11844	2012/04/13	DISTINCTIVE CHOICE WINES & SPIRITS	TTFS1045	005-0001-96600-23500	FNB - Current	-	114,000.00	23500
11844	2012/04/13	DISTINCTIVE CHOICE WINES & SPIRITS	TTFS1045	005-0001-99400-28000	Creditors - Trade	114,000.00	-	28000
11910	2012/04/30	DISTINCTIVE CHOICE WINES & SPIRITS	INA10078	005-0001-99400-28000	Creditors - Trade	-	57,000.00	28000
11910	2012/04/30	DISTINCTIVE CHOICE WINES & SPIRITS	INA10078	005-0001-00060-65104	Prof Services	50,000.00	-	65104
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11940	2012/05/11	DISTINCTIVE CHOICE WINES & SPIRITS	TTFS1738	005-0001-96600-23500	FNB - Current	-	57,000.00	23500
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11945	2012/05/17	DISTINCTIVE CHOICE WINES & SPIRITS	000000293	005-0001-96600-23500	FNB - Current	-	171,000.00	23500
12483	2012/09/30	DISTINCTIVE CHOICE WINES & SPIRITS	INA10079	005-0001-99400-28000	Creditors - Trade	-	57,000.00	28000
12483	2012/09/30	DISTINCTIVE CHOICE WINES & SPIRITS	INA10079	005-0001-99400-35900	VAT - Input Normal	7,000.00	-	35900
12483	2012/09/30	DISTINCTIVE CHOICE WINES & SPIRITS	INA10079	005-0001-00060-65104	Prof Services	50,000.00	-	65104
12482	2012/09/30	DISTINCTIVE CHOICE WINES & SPIRITS	INA10083	005-0001-00060-65104	Prof Services	50,000.00	-	65104
12482	2012/09/30	DISTINCTIVE CHOICE WINES & SPIRITS	INA10083	005-0001-99400-28000	Creditors - Trade	-	57,000.00	28000
12482	2012/09/30	DISTINCTIVE CHOICE WINES & SPIRITS	INA10083	005-0001-99400-35900	VAT - Input Normal	7,000.00	-	35900
12484	2012/09/30	DISTINCTIVE CHOICE WINES & SPIRITS	INA10084	005-0001-99400-28000	Creditors - Trade	-	57,000.00	28000
12484	2012/09/30	DISTINCTIVE CHOICE WINES & SPIRITS	INA10084	005-0001-99400-35900	VAT - Input Normal	7,000.00	-	35900
12484	2012/09/30	DISTINCTIVE CHOICE WINES & SPIRITS	INA10084	005-0001-00060-65104	Prof Services	50,000.00	-	65104
12491	2012/10/10	DISTINCTIVE CHOICE WINES & SPIRITS	000000321	005-0001-99400-28000	Creditors - Trade	57,000.00	-	28000
12491	2012/10/10	DISTINCTIVE CHOICE WINES & SPIRITS	000000321	005-0001-96600-23500	FNB - Current	-	57,000.00	23500
12638	2012/10/31	DISTINCTIVE CHOICE WINES & SPIRITS	INA10087	005-0001-99400-28000	Creditors - Trade	-	57,000.00	28000
12638	2012/10/31	DISTINCTIVE CHOICE WINES & SPIRITS	INA10087	005-0001-99400-35900	VAT - Input Normal	50,000.00	-	35900
12638	2012/10/31	DISTINCTIVE CHOICE WINES & SPIRITS	INA10087	005-0001-00060-65104	Prof Services	50,000.00	-	65104
12639	2012/11/12	DISTINCTIVE CHOICE WINES & SPIRITS	000000328	005-0001-99400-28000	Creditors - Trade	-	57,000.00	28000
12639	2012/11/12	DISTINCTIVE CHOICE WINES & SPIRITS	000000328	005-0001-96600-23500	FNB - Current	-	57,000.00	23500
12748	2012/11/30	DISTINCTIVE CHOICE WINES & SPIRITS	INA10088	005-0001-00060-65104	Prof Services	50,000.00	-	65104
12748	2012/11/30	DISTINCTIVE CHOICE WINES & SPIRITS	INA10088	005-0001-99400-35900	VAT - Input Normal	7,000.00	-	35900
12748	2012/11/30	DISTINCTIVE CHOICE WINES & SPIRITS	INA10088	005-0001-99400-28000	Creditors - Trade	-	57,000.00	28000
12735	2012/12/07	DISTINCTIVE CHOICE WINES & SPIRITS	000000335	005-0001-99400-28000	Creditors - Trade	114,000.00	-	28000
12735	2012/12/07	DISTINCTIVE CHOICE WINES & SPIRITS	000000335	005-0001-96600-23500	FNB - Current	-	114,000.00	23500
12751	2012/12/07	DISTINCTIVE CHOICE WINES & SPIRITS	TTFS6893	005-0001-99400-28000	Creditors - Trade	-	57,000.00	28000
12751	2012/12/07	DISTINCTIVE CHOICE WINES & SPIRITS	TTFS6893	005-0001-96600-23500	FNB - Current	-	57,000.00	23500
12808	2012/12/31	DISTINCTIVE CHOICE WINES & SPIRITS	INA10085	005-0001-00060-65104	Prof Services	50,000.00	-	65104
12810	2012/12/31	DISTINCTIVE CHOICE WINES & SPIRITS	INS10090	005-0001-99400-35900	VAT - Input Normal	50,000.00	-	35900
12810	2012/12/31	DISTINCTIVE CHOICE WINES & SPIRITS	INS10090	005-0001-99400-28000	Creditors - Trade	7,000.00	-	28000

**DISTINCTIVE CHOICE WINES & SPIRITS**  
**PAYMENTS**

**SUBTOTAL 4 332 000,00 4 332 000,00**

Journal Entry	TRX Date	Originating Master Name	Reference	Account Number	Account Description	Debit Amount	Credit Amount	Account
12809	2012/12/31	DISTINCTIVE CHOICE WINES & SPIRITS	INA10086	005-0001-00060-65104	Prof Services	50 000,00	-	65104
12809	2012/12/31	DISTINCTIVE CHOICE WINES & SPIRITS	INA10086	005-0001-99400-35900	VAT - Input Normal	7 000,00	-	35900
12809	2012/12/31	DISTINCTIVE CHOICE WINES & SPIRITS	INA10086	005-0001-99400-28000	Creditors - Trade	-	57 000,00	28000
12808	2012/12/31	DISTINCTIVE CHOICE WINES & SPIRITS	INA10085	005-0001-99400-35900	VAT - Input Normal	7 000,00	-	35900
12808	2012/12/31	DISTINCTIVE CHOICE WINES & SPIRITS	INA10085	005-0001-99400-28000	Creditors - Trade	-	57 000,00	28000
12887	2013/02/01	DISTINCTIVE CHOICE WINES & SPIRITS	0000000345	005-0001-96600-23500	FNB - Current	-	57 000,00	23500
12887	2013/02/01	DISTINCTIVE CHOICE WINES & SPIRITS	0000000345	005-0001-99400-28000	Creditors - Trade	57 000,00	-	28000
12890	2013/02/04	DISTINCTIVE CHOICE WINES & SPIRITS	0000000346	005-0001-99400-28000	Creditors - Trade	57 000,00	-	28000
12890	2013/02/04	DISTINCTIVE CHOICE WINES & SPIRITS	0000000346	005-0001-96600-23500	FNB - Current	-	57 000,00	23500
13026	2013/02/27	DISTINCTIVE CHOICE WINES & SPIRITS	0000000347	005-0001-96600-23500	FNB - Current	-	57 000,00	23500
13026	2013/02/27	DISTINCTIVE CHOICE WINES & SPIRITS	0000000347	005-0001-99400-28000	Creditors - Trade	57 000,00	-	28000
13124	2013/02/28	DISTINCTIVE CHOICE WINES & SPIRITS	INA10092	005-0001-99400-28000	Creditors - Trade	-	57 000,00	28000
13124	2013/02/28	DISTINCTIVE CHOICE WINES & SPIRITS	INA10092	005-0001-99400-35900	VAT - Input Normal	7 000,00	-	35900
13124	2013/02/28	DISTINCTIVE CHOICE WINES & SPIRITS	INA10092	005-0001-00060-65104	Prof Services	50 000,00	-	65104
13156	2013/03/26	DISTINCTIVE CHOICE WINES & SPIRITS	0000000355	005-0001-96600-23500	FNB - Current	-	57 000,00	23500
13156	2013/03/26	DISTINCTIVE CHOICE WINES & SPIRITS	0000000355	005-0001-99400-28000	Creditors - Trade	57 000,00	-	28000
13167	2013/03/27	DISTINCTIVE CHOICE WINES & SPIRITS	INA10097	005-0001-99400-35900	VAT - Input Normal	7 000,00	-	35900
13167	2013/03/27	DISTINCTIVE CHOICE WINES & SPIRITS	INA10097	005-0001-00060-65104	Prof Services	50 000,00	-	65104
13167	2013/03/27	DISTINCTIVE CHOICE WINES & SPIRITS	INA10097	005-0001-99400-28000	Creditors - Trade	-	57 000,00	28000
13366	2013/05/09	DISTINCTIVE CHOICE WINES & SPIRITS	0000000370	005-0001-99400-28000	Creditors - Trade	57 000,00	-	28000
13366	2013/05/09	DISTINCTIVE CHOICE WINES & SPIRITS	0000000370	005-0001-96600-23500	FNB - Current	-	57 000,00	23500
13454	2013/05/24	DISTINCTIVE CHOICE WINES & SPIRITS	INA10098	005-0001-99400-28000	Creditors - Trade	-	57 000,00	28000
13454	2013/05/24	DISTINCTIVE CHOICE WINES & SPIRITS	INA10098	005-0001-00060-65104	Prof Services	50 000,00	-	65104
13454	2013/05/24	DISTINCTIVE CHOICE WINES & SPIRITS	INA10098	005-0001-99400-35900	VAT - Input Normal	7 000,00	-	35900
13498	2013/05/27	DISTINCTIVE CHOICE WINES & SPIRITS	0000000377	005-0001-99400-28000	Creditors - Trade	57 000,00	-	28000
13498	2013/05/27	DISTINCTIVE CHOICE WINES & SPIRITS	0000000377	005-0001-96600-23500	FNB - Current	-	57 000,00	23500
13672	2013/06/30	DISTINCTIVE CHOICE WINES & SPIRITS	INA10099	005-0001-00060-65104	Prof Services	50 000,00	-	65104
13672	2013/06/30	DISTINCTIVE CHOICE WINES & SPIRITS	INA10099	005-0001-99400-28000	Creditors - Trade	-	57 000,00	28000
13672	2013/06/30	DISTINCTIVE CHOICE WINES & SPIRITS	INA10099	005-0001-99400-35900	VAT - Input Normal	7 000,00	-	35900
13674	2013/06/30	DISTINCTIVE CHOICE WINES & SPIRITS	INA10100	005-0001-99400-35900	VAT - Input Normal	7 000,00	-	35900
13674	2013/06/30	DISTINCTIVE CHOICE WINES & SPIRITS	INA10100	005-0001-99400-28000	Creditors - Trade	-	57 000,00	28000
13674	2013/06/30	DISTINCTIVE CHOICE WINES & SPIRITS	INA10100	005-0001-00060-65104	Prof Services	50 000,00	-	65104
13673	2013/06/30	DISTINCTIVE CHOICE WINES & SPIRITS	INA10101	005-0001-00060-65104	Prof Services	50 000,00	-	65104
13673	2013/06/30	DISTINCTIVE CHOICE WINES & SPIRITS	INA10101	005-0001-99400-28000	Creditors - Trade	-	57 000,00	28000
13673	2013/06/30	DISTINCTIVE CHOICE WINES & SPIRITS	INA10101	005-0001-99400-35900	VAT - Input Normal	7 000,00	-	35900
13680	2013/07/10	DISTINCTIVE CHOICE WINES & SPIRITS	0000000390	005-0001-96600-23500	FNB - Current	-	171 000,00	23500
13680	2013/07/10	DISTINCTIVE CHOICE WINES & SPIRITS	0000000390	005-0001-99400-28000	Creditors - Trade	171 000,00	-	28000
13820	2013/07/31	DISTINCTIVE CHOICE WINES & SPIRITS	INA10102	005-0001-99400-28000	Creditors - Trade	-	57 000,00	28000
13820	2013/07/31	DISTINCTIVE CHOICE WINES & SPIRITS	INA10102	005-0001-99400-35900	VAT - Input Normal	7 000,00	-	35900
13820	2013/07/31	DISTINCTIVE CHOICE WINES & SPIRITS	INA10102	005-0001-00060-65104	Prof Services	50 000,00	-	65104
13830	2013/08/06	DISTINCTIVE CHOICE WINES & SPIRITS	0000000398	005-0001-99400-28000	Creditors - Trade	57 000,00	-	28000
13830	2013/08/06	DISTINCTIVE CHOICE WINES & SPIRITS	0000000398	005-0001-96600-23500	FNB - Current	-	57 000,00	23500

**DISTINCTIVE CHOICE WINES & SPIRITS**  
PAYMENTS

SUBTOTAL 4,332,000.00 4,332,000.00

Journal Entry	TRX Date	Originating Master Name	Reference	Account Number	Account Description	Debit Amount	Credit Amount	Account
13921	2013/09/31	DISTINCTIVE CHOICE WINES & SPIRITS	INA10104	005-0001-99400-28000	Creditors - Trade	-	57 000,00	28000
13921	2013/08/31	DISTINCTIVE CHOICE WINES & SPIRITS	INA10104	005-0001-99400-35900	VAT - Input Normal	7 000,00	-	35900
13921	2013/08/31	DISTINCTIVE CHOICE WINES & SPIRITS	INA10104	005-0001-00060-65104	Prof Services	50 000,00	-	65104
13935	2013/09/04	DISTINCTIVE CHOICE WINES & SPIRITS	0000000403	005-0001-96600-23500	FNB - Current	-	57 000,00	23500 On File
13935	2013/09/04	DISTINCTIVE CHOICE WINES & SPIRITS	0000000403	005-0001-99400-28000	Creditors - Trade	57 000,00	-	28000
14050	2013/09/30	DISTINCTIVE CHOICE WINES & SPIRITS	INA10107	005-0001-00060-65104	Prof Services	50 000,00	-	65104
14050	2013/09/30	DISTINCTIVE CHOICE WINES & SPIRITS	INA10107	005-0001-99400-35900	VAT - Input Normal	7 000,00	-	35900
14050	2013/09/30	DISTINCTIVE CHOICE WINES & SPIRITS	INA10107	005-0001-99400-28000	Creditors - Trade	-	57 000,00	28000
14060	2013/10/04	DISTINCTIVE CHOICE WINES & SPIRITS	0000000408	005-0001-96600-23500	FNB - Current	-	57 000,00	23500 On File
14060	2013/10/04	DISTINCTIVE CHOICE WINES & SPIRITS	0000000408	005-0001-99400-28000	Creditors - Trade	57 000,00	-	28000
14145	2013/10/31	DISTINCTIVE CHOICE WINES & SPIRITS	INA10110	005-0001-00060-65104	Prof Services	50 000,00	-	65104
14145	2013/10/31	DISTINCTIVE CHOICE WINES & SPIRITS	INA10110	005-0001-99400-35900	VAT - Input Normal	7 000,00	-	35900
14145	2013/10/31	DISTINCTIVE CHOICE WINES & SPIRITS	INA10110	005-0001-99400-28000	Creditors - Trade	-	57 000,00	28000
14164	2013/11/01	DISTINCTIVE CHOICE WINES & SPIRITS	0000000415	005-0001-96600-23500	FNB - Current	-	57 000,00	23500 On File
14164	2013/11/01	DISTINCTIVE CHOICE WINES & SPIRITS	0000000415	005-0001-99400-28000	Creditors - Trade	57 000,00	-	28000
14494	2013/12/11	DISTINCTIVE CHOICE WINES & SPIRITS	INA10109	005-0001-00060-65104	Prof Services	50 000,00	-	65104
14494	2013/12/11	DISTINCTIVE CHOICE WINES & SPIRITS	INA10109	005-0001-99400-35900	VAT - Input Normal	7 000,00	-	35900
14494	2013/12/11	DISTINCTIVE CHOICE WINES & SPIRITS	INA10109	005-0001-99400-28000	Creditors - Trade	-	57 000,00	28000
14523	2013/12/19	DISTINCTIVE CHOICE WINES & SPIRITS	0000000422	005-0001-99400-28000	Creditors - Trade	57 000,00	-	28000
14523	2013/12/19	DISTINCTIVE CHOICE WINES & SPIRITS	0000000422	005-0001-96600-23500	FNB - Current	-	57 000,00	23500 On File
14612	2014/01/13	DISTINCTIVE CHOICE WINES & SPIRITS	INA10118	005-0001-99400-28000	Creditors - Trade	7 000,00	-	28000
14612	2014/01/13	DISTINCTIVE CHOICE WINES & SPIRITS	INA10118	005-0001-99400-35900	VAT - Input Normal	7 000,00	-	35900
14612	2014/01/13	DISTINCTIVE CHOICE WINES & SPIRITS	INA10118	005-0001-00060-65104	Prof Services	50 000,00	-	65104
14632	2014/01/16	DISTINCTIVE CHOICE WINES & SPIRITS	0000000426	005-0001-96600-23500	FNB - Current	-	57 000,00	23500 On File
14632	2014/01/16	DISTINCTIVE CHOICE WINES & SPIRITS	0000000426	005-0001-99400-28000	Creditors - Trade	57 000,00	-	28000
14719	2014/02/05	DISTINCTIVE CHOICE WINES & SPIRITS	INA10122	005-0001-99400-28000	Creditors - Trade	-	57 000,00	28000
14719	2014/02/05	DISTINCTIVE CHOICE WINES & SPIRITS	INA10122	005-0001-99400-35900	VAT - Input Normal	7 000,00	-	35900
14719	2014/02/05	DISTINCTIVE CHOICE WINES & SPIRITS	INA10122	005-0001-00060-65104	Prof Services	50 000,00	-	65104
14734	2014/02/06	DISTINCTIVE CHOICE WINES & SPIRITS	0000000436	005-0001-99400-28000	Creditors - Trade	57 000,00	-	28000
14734	2014/02/06	DISTINCTIVE CHOICE WINES & SPIRITS	0000000436	005-0001-96600-23500	FNB - Current	-	57 000,00	23500 On File
14925	2014/03/11	DISTINCTIVE CHOICE WINES & SPIRITS	INA10127	005-0001-99400-28000	Creditors - Trade	7 000,00	-	28000
14925	2014/03/11	DISTINCTIVE CHOICE WINES & SPIRITS	INA10127	005-0001-99400-35900	VAT - Input Normal	7 000,00	-	35900
14925	2014/03/11	DISTINCTIVE CHOICE WINES & SPIRITS	INA10127	005-0001-00060-65104	Prof Services	50 000,00	-	65104
14939	2014/03/12	DISTINCTIVE CHOICE WINES & SPIRITS	0000000445	005-0001-99400-28000	Creditors - Trade	57 000,00	-	28000
14939	2014/03/12	DISTINCTIVE CHOICE WINES & SPIRITS	0000000445	005-0001-96600-23500	FNB - Current	-	57 000,00	23500 On File
15092	2014/04/03	DISTINCTIVE CHOICE WINES & SPIRITS	INA10128	005-0001-99400-28000	Creditors - Trade	7 000,00	-	28000
15092	2014/04/03	DISTINCTIVE CHOICE WINES & SPIRITS	INA10128	005-0001-99400-35900	VAT - Input Normal	7 000,00	-	35900
15092	2014/04/03	DISTINCTIVE CHOICE WINES & SPIRITS	INA10128	005-0001-00060-65104	Prof Services	50 000,00	-	65104
15101	2014/04/07	DISTINCTIVE CHOICE WINES & SPIRITS	0000000452	005-0001-99400-28000	Creditors - Trade	57 000,00	-	28000
15101	2014/04/07	DISTINCTIVE CHOICE WINES & SPIRITS	0000000452	005-0001-96600-23500	FNB - Current	-	57 000,00	23500 On File
15344	2014/05/30	DISTINCTIVE CHOICE WINES & SPIRITS	INA10129	005-0001-99400-35900	VAT - Input Normal	7 000,00	-	35900
15344	2014/05/30	DISTINCTIVE CHOICE WINES & SPIRITS	INA10129	005-0001-99400-28000	Creditors - Trade	-	57 000,00	28000

**DISTINCTIVE CHOICE WINES & SPIRITS**

**PAYMENTS**

**SUBTOTAL 4,332,000.00 4,332,000.00**

Journal Entry	TRX Date	Originating Master Name	Originaling Document Number	Reference	Account Number	Account Description	Debit Amount	Credit Amount	Account
15344	2014/05/30	DISTINCTIVE CHOICE WINES & SPIRITS	INA10129	BUSINESS ADVISORY SERVICES	005-0001-00060-65104	Prof Services	50 000,00	-	65104
15350	2014/06/02	DISTINCTIVE CHOICE WINES & SPIRITS	0000000465	Computer Cheques	005-0001-99600-23500	FNB - Current	-	57 000,00	23500
15350	2014/06/02	DISTINCTIVE CHOICE WINES & SPIRITS	0000000465	Computer Cheques	005-0001-99400-28000	Creditors - Trade	57 000,00	-	28000
15421	2014/06/20	DISTINCTIVE CHOICE WINES & SPIRITS	INA10130	BUSINESS ADVISORY SERVICES	005-0001-00060-65104	Prof Services	50 000,00	-	65104
15421	2014/06/20	DISTINCTIVE CHOICE WINES & SPIRITS	INA10130	BUSINESS ADVISORY SERVICES	005-0001-99400-35900	VAT - Input Normal	7 000,00	-	35900
15421	2014/06/20	DISTINCTIVE CHOICE WINES & SPIRITS	INA10130	BUSINESS ADVISORY SERVICES	005-0001-99400-28000	Creditors - Trade	-	57 000,00	28000
15616	2014/07/31	DISTINCTIVE CHOICE WINES & SPIRITS	INA10130CN	BUSINESS ADVISORY SERVICES	005-0001-00060-65104	Prof Services	-	50 000,00	65104
15616	2014/07/31	DISTINCTIVE CHOICE WINES & SPIRITS	INA10130CN	BUSINESS ADVISORY SERVICES	005-0001-99400-35900	VAT - Input Normal	-	7 000,00	35900
15616	2014/07/31	DISTINCTIVE CHOICE WINES & SPIRITS	INA10130CN	BUSINESS ADVISORY SERVICES	005-0001-99400-28000	Creditors - Trade	57 000,00	-	28000

Not on File

BOSASA-04-747

T33-KPEW-745

March 2014



### NOTIFICATION OF PAYMENT

To Whom It May Concern:

First National Bank hereby confirms that the following payment has been made :

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Date actioned	: 12/03/2014
Time actioned	: 13:51:16
Trace ID	: VODS8F752NLB
<b>Payer Details</b>	
Payment From	: Leading Prospect
Amount	: 57000.00
<b>Payee Details</b>	
Recipient/Account No	: . . . 136472
Name	: DIS002/DISTINCT
Bank	: Standard Bank
Branch Code	: 050210
Reference	: LEADING PROSPECT
Channel	: INTERNET

**FILE**

END OF NOTIFICATION

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To authenticate this Payment Notification, please visit the First National Bank website at <https://www.fnb.co.za>, select the "Verify Payment Notification" link and follow the on-screen instructions.

Our customer (the payer) has requested FirstRand Bank Limited to send this notification of payment to you. Should you have any queries regarding the contents of this notice, please contact the payer. FirstRand Bank Limited does not guarantee or warrant the accuracy and integrity of the information and data transmitted electronically and we accept no liability what soever for any loss, expense, claim or damage, whether direct, indirect or consequential, arising from the transmission of the information and data.

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FirstRand Bank Directors: LL Dippensar (Chairman), SE Nxesana (CEO), VW Bartlett, JH Bester, JP Burger, MS Bomela, P Cooper (Alternate), L Crouse, JJ Durand, GG Gellink, PM Goss, NN Gwagwa, PK Harris, WR Jardine, HS Kellan, EG Matenge-Sabesho, AT Nzimande, D Premnaranayen (India), KB Schoeman, BJ van der Ross, JH van Greuning Company Secretary: C Low

First National Bank, a division of FirstRand Bank Limited. Reg.No.1929/001225/06.

C.O.D

Date: 2014/03/12  
Time: 08:35:17 AM

05 - Lindela - Leading Prospect Trading 111 (Pty) Ltd

User: CMalungani  
Page: 1

DIS002  
DISTINCTIVE CHOICE WINES & SPI  
LEADING PROSPECT  
Statement Recon as at: 2014/03/01

Document Number	Type	Date	Orig Amnt.	Payable Amnt.	Comments
Statement Balance					
			R0.00	R57,000.00	② pm1 per inv
Cheque Amount					
			R0.00	R57,000.00	③
			R0.00	R57,000.00	③
			R0.00	R57,000.00	③
Documents Reconciled					
INA10127	Invoice	2014/03/01	R-57,000.00	R-57,000.00	③
			R-57,000.00	R-57,000.00	③

BENEFICIARY : DISTINCTIVE CHOICE WINES & SPIRITS

Recon Date : 2014/03/01

Payment Amount : R57,000.00

BANK :	STANDARD
BRANCH CODE :	050210
ACCOUNT NO :	00072116472

MARIETJIE KRIE

CHECKED BY

HC HERBST

2014-03-12  
APPROVED BY

J. VAN ZYL

AUTHORIZED BY (1)  
2014-03-12

[Signature]

AUTHORIZED BY (2)

J.P. V/D MERWE

EFT AUTHORIZED (1)

HC HERBST

2014-03-12  
EFT AUTHORIZED (2)

Date: 2014/03/12  
Time: 08:35:51 AM

05 - Lindela - Leading Prospect Trading III (Pty) Ltd

Page: 1

DIS002

DISTINCTIVE CHOICE WINES & SPI  
LEADING PROSPECT

Remittance as at: 2014/03/01

Document Number	Type	Date	Orig Amt.	Hold Amount.	Discoamt Taken.	Payable Amt.
INA10127	Invoice	2014/03/01	R57,000.00	R0.00	R0.00	R57,000.00
			Total :	R0.00	R0.00	R57,000.00

1

Distinctive Choice Wines & Spirits  
 P O BOX 6108  
 PAARL  
 7620  
 VAT NR 4730211879

Tax Invoice	
Date	01/03/14
Page	1
Document No	INA10127

Leading Prospect Trading 11 Pty Ltd  
 Private Bag 2002  
 Krugersdorp  
 1740  
 Vat nr 4170203055

Deliver to

Account	Your Reference	Tax Exempt	Tax Reference	Sales Code
LEAD01	INA10127	N		Exclusive

Code	Description	Quantity	Unit	Unit Price	Disc%	Tax	Nett Price
------	-------------	----------	------	------------	-------	-----	------------

1000000	Business Advisory Services					14.00%	50 000.00
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05-060-S310

  
**C.J. BONIFACIO**

**RUTH MABENA**  
2014-03-11

RECEIVED

2014-03-11

BOSASA  
ACCOUNTS DEPARTMENT

Bank : Standard Bank  
 Branch : 050210 Paarl  
 Acc nr : 07 213 647 2

Received in good order

Signed \_\_\_\_\_ Date \_\_\_\_\_

Sub Total	50 000.00
Discount @ 0.00%	0.00
Amount Excl Tax	50 000.00
Tax	7 000.00
<b>Total</b>	<b>57 000.00</b>

10

BOSASA-04-752

T33-KPEW-750

February 2014

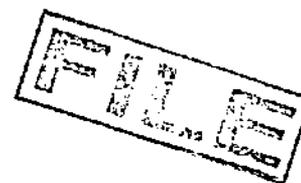
**NOTIFICATION OF PAYMENT**

To Whom It May Concern:

First National Bank hereby confirms that the following payment has been made :

---

Date actioned	: 06/02/2014
Time actioned	: 12:54:29
Trace ID	: VODSX8V21RKB
<b>Payer Details</b>	
Payment From	: Leading Prospect
Amount	: 57000.00
<b>Payee Details</b>	
Recipient/Account No	: ... 136472
Name	: DIS002/DISTINCT
Bank	: Standard Bank
Branch Code	: 050210
Reference	: LEADING PROSPECT
Channel	: INTERNET

**END OF NOTIFICATION**

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To authenticate this Payment Notification, please visit the First National Bank website at <https://www.fnb.co.za>, select the "Verify Payment Notification" link and follow the on-screen instructions.

Our customer (the payer) has requested FirstRand Bank Limited to send this notification of payment to you. Should you have any queries regarding the contents of this notice, please contact the payer. FirstRand Bank Limited does not guarantee or warrant the accuracy and integrity of the information and data transmitted electronically and we accept no liability what soever for any loss, expense, claim or damage, whether direct, indirect or consequential, arising from the transmission of the information and data.

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FirstRand Bank Directors: LL Dippenaar (Chairman), SE Nxasana (CEO), VW Bartlett, JIH Bester, MS Bomela, JP Burger, L Crouse, JJ Durand, GG Gellink, PM Goss, NN Gwegwa, PK Harris, WR Jardine, EG Matenge-Sebesho, AT Nzimande, D Premnarayan (India), KB Schoeman, BJ van der Ross, JH van Greuning, P Cooper (Alternate) Company Secretary: BW Unser

First National Bank, a division of FirstRand Bank Limited. Reg.No.1929/001225/06.

Date: 2014/02/05  
Time: 04:17:47 PM

05 - Lindela - Leading Prospect Trading 111 (Pty) Ltd

User: CHalungani  
Page: 1

DIS002  
DISTINCTIVE CHOICE WINES & SPI  
LEADING PROSPECT  
Statement Recon as at: 2014/02/01

Document Number	Type	Date	Orig Amt.	Payable Amt.	Comments
<b>Statement Balance</b>					
			R0.00	R57,000.00	
<hr/>					
			R0.00	R57,000.00	1
<b>Cheque Amount</b>					
			R0.00	R57,000.00	
<hr/>					
			R0.00	R57,000.00	1
<b>Documents Reconciled</b>					
INA10122	Invoice	2014/02/01	R-57,000.00	R-57,000.00	1
<hr/>					
			R-57,000.00	R-57,000.00	1

BEHOLDING : DISTINCTIVE CHOICE WINES & SPIRITS

Recon Date : 2014/02/01

Payment Amount : R57,000.00

BANK :	STANDARD
BRANCH CODE :	050210
ACCOUNT NO :	00072136412

MARIETJIE ABRIE

CHECKED BY

*[Signature]*  
APPROVED BY

C.J. BONIFÁCIO

AUTHORIZED BY (1)

*[Signature]*  
AUTHORIZED BY (2)

V.R. D. MENDES

EFT AUTHORIZED (1)

INQUIRY

EFT AUTHORIZED (2)

Date: 2014/02/05 -  
 Time: 04:17:49 PM

05 - Lindela - Leading Prospect Trading 111 (Pty) Ltd

Page: 1

DIS002

DISTINCTIVE CHOICE WINES & SPI

Remittance as at: 2014/02/01

LEADING PROSPECT

Document Number	Type	Date	Orig Amt.	Hold Amount.	Discount Taken.	Pavable Amt.
INA10122	Invoice	2014/02/01	R57,000.00	R0.00	R0.00	R57,000.00
			Total :	R0.00	R0.00	R57,000.00

1

Distinctive Choice Wines & Spirits  
 P O BOX 6109  
 PAARL  
 7620  
 VAT NR 4730211879

Tax Invoice	
Date	01/02/13
Page	1
Document No	INA10122

Leading Prospect Trading 11 Pty Ltd  
 Private Bag 2002  
 Krugersdorp  
 1740  
 Vat nr 4170203055

Deliver to

Account	Your Reference	Tax Exempt	Tax Reference	Sales Code
LEAD01	INA10122	N		Exclusive

Code	Description	Quantity	Unit	Unit Price	Disc%	Tax	Nett Price
------	-------------	----------	------	------------	-------	-----	------------

1000000	Business Advisory Services					14.00%	50 000.00
05-060-5310							
<div style="display: flex; justify-content: space-around; align-items: center;"> <div style="border: 1px solid black; padding: 5px; text-align: center;"> <b>PROCESSED</b>                      ACCOUNTS CREDITORS                      C.J. BONIFÁCIO                 </div> <div style="border: 1px solid black; padding: 5px; transform: rotate(-5deg); text-align: center;"> <b>RECEIVED</b>                      2014-02-05                      BOSASA                      ACCOUNTS DEPARTMENT                 </div> <div style="text-align: center;">                     HC HERBERT                      2014-02-05                 </div> </div>							

Bank : Standard Bank  
 Branch : 050210 Paarl  
 Acc nr : 07 213 647 2

Received in good order

Signed \_\_\_\_\_ Date \_\_\_\_\_

Sub Total	50 000.00
Discount @ 0.00%	0.00
Amount Excl Tax	50 000.00
Tax	7 000.00
<b>Total</b>	<b>57 000.00</b>

170

BOSASA-04-757

T33-KPEW-755

January 2014

**NOTIFICATION OF PAYMENT**

To Whom It May Concern:

First National Bank hereby confirms that the following payment has been made :

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Date actioned	: 16/01/2014
Time actioned	: 14:35:57
Trace ID	: VODSL6KQT6JB
<b>Payer Details</b>	
Payment From	: Leading Prospect
Amount	: 57000.00
<b>Payee Details</b>	
Recipient/Account No	: . . . 136472
Name	: DIS002/DISTINCT
Bank	: Standard Bank
Branch Code	: 050210
Reference	: LEADING PROSPECT
Channel	: INTERNET

**END OF NOTIFICATION**

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To authenticate this Payment Notification, please visit the First National Bank website at <https://www.fnb.co.za>, select the "Verify Payment Notification" link and follow the on-screen instructions.

Our customer (the payer) has requested FirstRand Bank Limited to send this notification of payment to you. Should you have any queries regarding the contents of this notice, please contact the payer. FirstRand Bank Limited does not guarantee or warrant the accuracy and integrity of the information and data transmitted electronically and we accept no liability what soever for any loss, expense, claim or damage, whether direct, indirect or consequential, arising from the transmission of the information and data.

---

FirstRand Bank Directors: LL Dippenaar (Chairman), SE Nkasana (CEO), VW Bartlett, JH Bester, MS Bomofa, JP Burger, L Crouse, JJ Durand, GG Gelinik, PM Goss, NN Gwagwa, PK Harris, WR Jardine, EG Mafenge-Sebesho, AT Nzimande, D Premnarayan (India), KB Schoeman, BJ van der Ross, JH van Greuning, P Cooper (Alternate) Company Secretary: BW Unser

First National Bank, a division of FirstRand Bank Limited. Reg.No.1929001225/06.

Date: 2014/01/15  
Time: 08:33:00 AM

05 - Lindela - Leading Prospect Trading 111 (Pty) Ltd

User: CMalungani  
Page: 1

DIS002

DISTINCTIVE CHOICE WINES & SPI  
LEADING PROSPECT

Statement Recon as at: 2014/01/01

Document Number	Type	Date	Orig Amt.	Payable Amt.	Comments
-----					
Statement Balance			R0.00	R57,000.00	(3)
			R0.00	R57,000.00	
-----					
Cheque Amount			R0.00	R57,000.00	
			R0.00	R57,000.00	
-----					
Documents Reconciled			R0.00	R57,000.00	1
INA10118	Invoice	2014/01/01	R-57,000.00	R-57,000.00	(2)
			R-57,000.00	R-57,000.00	1

BEHOLDING : DISTINCTIVE CHOICE WINES & SPIRITS

Recon Date : 2014/01/01

Payment Amount : R57,000.00

BANK :	STANDARD
BRANCH CODE :	050210
ACCOUNT NO :	00072136472

*[Signature]*  
CHECKED BY

HC HERBST  
2014-01-15  
APPROVED BY

C.J. BONFACIO  
AUTHORIZED BY (1)

J. VAN ZYL  
AUTHORIZED BY (1)

V.R. VID MERWE  
EFT AUTHORIZED (1)

T-R FERREIRA  
EFT AUTHORIZED (2)

---

**AFFIDAVIT IN RESPONSE TO THE AFFIDAVIT OF  
ANEEL RADHAKRISHAN**

---

I, the undersigned,

**ANGELO AGRIZZI**

**(IDENTITY NUMBER: 671203 5468 085)**

hereby make an oath and state the following:

1. 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.
2. My legal representatives were handed a substantial affidavit of which **ANEEL RADHAKRISHNA** wishes to give evidence before the Commission in regards to evidence that I have given before the Commission.
3. I am further willing to assist the Commission but my medical condition is restricting me and I am willing and able to provide assistance via virtual meeting platforms such as Zoom or Microsoft Teams.
4. **AD PARAGRAPH 1**
  - 4.1 I admit the contents of this paragraph.



5. AD PARAGRAPH 2.1 TO 2.6

5.1 Save for stating that I gave evidence and testified at the Commission of Enquiry into Allegations of State Capture, I related the true facts in both my affidavits and testimony relating to **ANEEL RADHAKRISHNA** and I repeat and confirm what I have previously testified to I admit the further contents of these paragraphs to which I have previously testified to.

6. AD PARAGRAPH 3

6.1 I confirm the contents of this paragraph and state that the circumstances are correct as set out below.

7. AD PARAGRAPH 4

7.1 Save for confirming this paragraph it appears, as I will demonstrate and show, that **ANEEL RADHAKRISHNA** fails to mention the most important aspect that **KEVIN WAKEFORD** was at the relevant time acting as a consultant to the Honourable Minister of Home Affairs and he appointed Fever Tree Consulting who in turn appointed the company of **ANEEL RADHAKRISHNA**.

8. AD PARAGRAPH 5.1 TO 5.6

8.1 I have no knowledge of these projects but I do not deny same.

9. AD PARAGRAPH 6

A handwritten signature in black ink, consisting of a large, stylized initial 'P' with a horizontal line extending to the right.

9.1 It is correct that Lindela had an existing contact with the Minister of Home Affairs however Bosasa / African Global did not have any access to the Fever Tree report regarding any extension to the contract. The Department of Home Affairs was being questioned about savings and it was at **KEVIN WAKEFORD'S** advices that Leading Prospect Trading and the Lindela facility should show some giveback by advancing a reduction and savings in order to deal with the public and parliamentary queries that had been raised.

10. **AD PARAGRAPH 7**

10.1 I deny these allegations as will be shown hereunder in respect of the supposed savings for the Department of Home Affairs and repeat my previous evidence in this regard.

11. **AD PARAGRAPH 8**

11.1 I deny these allegations and respectfully refer the Honourable Chair to the addendum which I do not have but I am sure the Commission either has or can obtain from the records as this will show that in respect of the extension of the contract and the financial approval, it is dealt with therein.

A handwritten signature in black ink, consisting of a large, stylized initial 'B' with a horizontal line extending to the right.

12. **AD PARAGRAPH 9**

12.1 I have noted the contents of this paragraph but state with respect that the said extension and the addendums were of great benefit to the Bosasa group of companies and in fact Leading Prospect Trading and Lindela.

13. **AD PARAGRAPH 10**

13.1 Save for confirming the addendums of 18 February 2008 and 13 March 2009 these addendums were extremely beneficial to Bosasa.

14. **AD PARAGRAPH 11**

14.1 Save for confirming the facts therein I state as per the emails that I managed to retrieve in respect of the entity and in respect of Distinctive Wines, the following payments can be seen

14.1.1 The mails (17 May 2012 at 09:19) from Estelle Visagie to Angelo Agrizzi and Ccd to two Aneel Radhakrishna mail addresses the description refers to - DCWS - Leading Prospect Trading.

14.1.2 The attachment is an invoice made out to Leading Prospect Trading - Lindela for Business Advisory services.



14.1.3 A further email dated 4th June 2012 at 08:52 - repeats what is stated above, for May 2012, and attaches a statement from 01/05/2011 to the 30/04/2012 - It also clearly indicates on the statement - "Leading Prospect still owes Aneel R285,000.00".

15. **AD PARAGRAPH 12**

15.1 I state that up and until the time I left the employ of Bosasa, the contract was still in place with Bosasa and Leading Prospect Trading relating to the running of Lindela.

15.2 In fact as part of his gratification for ensuring the contract continued **ANEEL RADHAKRISHNA** was receiving a monthly payment from the Bosasa Group.

16. **AD PARAGRAPH 13**

16.1 I deny and dispute these allegations as in truth and in fact Leading Prospect Trading, part of the Bosasa Group, continued running the repatriation centre for illegal immigrants and that was part of the payment and gratification given by the late **GAVIN WATSON** and Bosasa in the amount of R57,000.00 per month.

A handwritten signature in black ink, consisting of a large, stylized initial 'R' followed by a series of loops and a long horizontal stroke extending to the right.

17. AD PARAGRAPH 14

17.1 I deny this, as it was clear that through the assistance of **ANEEL RADHAKRISHNA** the contract continued and Leading Prospect continued running the facility. This was extremely beneficial financially for Gavin Watson and Leading Prospect Trading.

18. AD PARAGRAPH 15

18.1 I state in this regard that but for the assistance of **ANEEL RADHAKRISHNA**, he ensured that the contract remained with the Bosasa Group and in lieu thereof his gratification for same was paid to him via Distinctive Wines as requested by him and he also must have received cash.

19. AD PARAGRAPH 16

19.1 **ANEEL RADHAKRISHNA** is being disingenuous in this regard when stating he only received remuneration for Fever Tree and not Leading Prospect Trading.

19.2 The position was that Lindela had only one business facility and operation which was to run being the detention facility for the Department of Home



Affairs, **ANEEL RADHAKRISHNA** was receiving a monthly payment of R57,000.00 rand from Leading Prospect Trading and as per his invoices for business advisory services.

19.3 Leading Prospect Trading certainly did not require business advisory services on a monthly basis and if this allegation was true why would he have then have used a totally unrelated entity, being Distinctive Wines, as the recipient for his business advisory services.

19.4 I further repeat the amount that **ANEEL RADHAKRISHNA** requested from the Bosasa Group of R7 000 000.00. This amount had been agreed between the late **GAVIN WATSON, KEVIN WAKEFORD** and **ANEEL RADHAKRISHNA** prior to my involvement.

19.5 This was confirmed by the late **GAVIN WATSON** and **KEVIN WAKEFORD** when I confronted them about it at the time. However the structuring of the payment was disputed by late **GAVIN WATSON**, who said it must be spread over time. **KEVIN WAKEFORD** shared the same sentiment.

20. **AD PARAGRAPH 17 TO 19**

20.1 I have noted the answers and response thereto and state that the late **GAVIN WATSON**, his close friend and advisor **KEVIN WAKEFORD** and **ANEEL RADHAKRISHNA** all worked together in respect of the specific matter and I confirm my previous evidence in this regard.

A handwritten signature in black ink, appearing to be the name 'Gavin Watson', written in a cursive style.

21. AD PARAGRAPH 21 TO 23

21.1 I deny these allegations and wish to point out that **ANEEL RADHAKRISHNA** appointed the then chief financial officer **SAGREN NAIDOO** of Home Affairs into Akhile as a consultant and he was later co-opted onto the Eastern Cape fleet management tender by both the late **GAVIN WATSON** and ably assisted by **KEVIN WAKEFORD** but this contact did not come into place as Kgwerano Phakisa could not perform, or obtain financing to execute the contract.

21.2 This is another example of the web and interaction between the persons connected to the late **GAVIN WATSON** and how they ensured that their contracts were either awarded via gratifications or there connections with the right people who after resigning from there prominent positions where they could assist Bosasa in fact landed up working for one of the Bosasa Group's businesses and/or their friends.

21.3 The whole interaction was an incestuous affair and interwoven by using the right people for their benefit of the late **GAVIN WATSON** and the Bosasa Group.

22. AD PARAGRAPH 22

22.1 I deny that **KEVIN WAKEFORD** was involved in the Lindela negotiations.

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke extending to the right.

22.2 **ANEEL RADHAKRISHNA** refers to the payments made as payments in respect of other consulting works, this is disingenuous to say that Leading Prospect Trading would make payments on behalf of another entity to whom Akhile consulted. Payments made by Leading Prospect Trading would be for Lindela related items - such as is the case with the agreement that **ANEEL RADHAKRISHNA** had with the late **GAVIN WATSON** in terms of the Lindela negotiation. Any other work relating to Phakisa Fleet would have been paid by Phakisa Fleet or Kgwerano Fleet Management.

22.3 It is quite clear that the profitability of Lindela increased dramatically because whilst income reduced slightly by 10% (average) the costs reduced by significantly more and not in relation to the drop in turnover.

23. **AD PARAGRAPH 23**

23.1 I deny this, in fact the Bosasa, re-negotiation and extension in respect of Lindela was of huge significance and financially beneficial to them.

23.2 I was personally involved in the in the Eastern Fleet deal and this only lasted for approximately one month as Kgwerano Phakisa could not meet their goals to perform the contract. A factual matter is that the payments emanated from Leading Prospect trading, any work performed to Kgwerano Phakisa would be paid by Kgwerano Phakisa. It is strange and not within the company protocols to bill one entity for work performed to another entity. **ANEEL RADHAKRISHNA** being a professional versed in finance



management would know that this would be in contravention of accounting standards.

24. **AD PARAGRAPH 24**

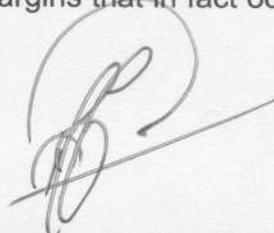
24.1 I state as is patently clear that the contract remained exclusively with Leading Prospect Trading, which was part of the Bosasa Group to run Lindela. Even if the contract had expired, the Government and Home Affairs had no alternative option, but to use the Lindela facility.

25. **AD PARAGRAPH 25**

25.1 I state and demonstrate that **ANEEL RADHAKRISHNA** is being disingenuous in respect of the facts relating to Lindela. I refer and repeat my previous affidavit and pray that same may be specifically incorporated herein more particularly the following facts set out the true position.

25.2 **ANEEL RADHAKRISHNA** received his payments as a gratification for the ongoing negotiations in respect of Lindela and what occurred was a strategic adjustment of and addendums in respect of savings to the Department of Home Affairs which were only based upon an initial period of 12 months approximately in terms of the billings.

25.3 **ANEEL RADHAKRISHNA** has very shrewdly not mentioned the real position which was the increase in profit margins that in fact occurred as a



result of the extension to the benefit of Bosasa Group and Leading Prospect Trading.

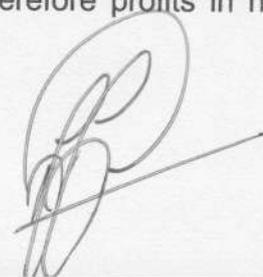
26. **AD PARAGRAPH 26 AND 27**

26.1 I deny these allegations and set out briefly the correct factual and real position. In order to assist the the lower occupancy at Lindela there was a large rise in repatriation costs for transport which way exceeds the savings mentioned by **KEVIN WAKEFORD** and **ANEEL RADHAKRISHNA** which the end result was whilst the occupancy averages were halved with the so called savings the fixed fee per inmate remained the same.

26.2 The turnover billing pre the negotiation was approximately R7 894 120.00 with a profit margin of 35% on average yielding between R2 600 000.00 to R2 900 000.00 a month.

26.3 Post the negotiation the turnover would drop to R7 560 130.00 but because of reduced occupancy levels and reduced costs related to the operation thereof, the profit margin increased to between 55% and 61%, yielding on average a net-profit contribution on average between R4 100 000.00 to R4 300 000.00 per month.

26.4 In order to disguise the actual profits from the Directors and the Department Watson created ingenious ways to dilute the profits by raising intercompany charges from non-performing entities and therefore profits in high value



contracts such as Lindela were diluted, so that when these contracts were negotiated and clients requested to see the financials, the actual profits were not reflected. These were fictitious costs relating to the following, Security costs whereas security was provided for by employees on the payroll. Rentals were exorbitantly charged by Bosasa Properties. Management Fees as well as Software costs were billed by the holding company, various other costs were interposed on Leading Prospect trading to disguise actual profits. This was also done with other projects, so that the actual profits were diluted excessively.

27. **AD PARAGRAPH 26,27 and 28**

27.1 I state that the agreement made provision for the extension and the costs and reduction as reflected were not in fact new ones as the additional costs incurred were borne by the Bosasa Group and this third addendum was done to be in writing and documented for the Department.

28. **AD PARAGRAPH 29**

28.1 I deny this most emphatically. In the approximately 18 years working at the Bosasa Group, I knew the financial and operational part of the business and in particular the Lindela Facility. The main beneficiary from the extension and awarding of the Lindela contact in respect of the profits was in fact the Bosasa Group of companies and the late **GAVIN WATSON**.

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29. **AD PARAGRAPH 30**

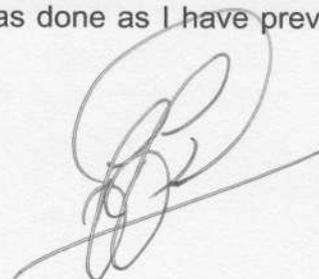
29.1 Save for noting the response I state that these aspects will be dealt with if and when I am called back in respect of **KEVIN WAKEFORD'S** application and I will deal with Lindela, Leading Prospect Trading therein.

30. **AD PARAGRAPH 31 AND 32**

30.1 I confirm my evidence save for the fact that the amount paid was in fact R57 000.00 and not R75 000.00 per month to **ANEEL RADHAKRISHNA** via Distinctive Wines and I remember the **ANEEL RADHAKRISHNA** actually came to my house in or about May 2017 after he had attended a meeting with both the late **GAVIN WATSON** and **JOHANNES GUMEDE**, a director at Bosasa. When he met with me, he complained about not being paid by Bosasa. I had already explained to him that I had left Bosasa and in or about March 2017. I had told him that I had in fact distanced myself from the late **GAVIN WATSON**.

31. **AD PARAGRAPH 33**

31.1 I deny any contradiction and I confirm the payments to **ANEEL RADHAKRISHNA** and the reasons why it was done as I have previously testified.

A handwritten signature in black ink, consisting of a large, stylized 'B' and 'R' intertwined, with a horizontal line extending to the right.

32. **AD PARAGRAPH 34**

32.1 I state that in respect of this paragraph that it is undisputed by **ANEEL RADHAKRISHNA** that he in fact received the said payments through an intimate system of Leading Prospect trading and Lindela making monthly payments to Distinctive Wines for the benefit of **ANEEL RADHAKRISHNA** for his role and part in ensuring that the contract continued for the benefit of the late **GAVIN WATSON** and the Bosasa Group.

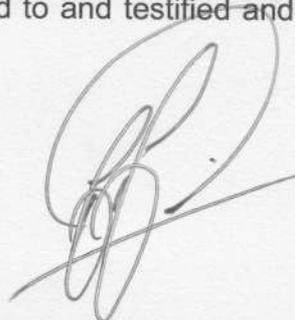
32.2 The only reason for the delay in the payments was so that the payments wouldn't attract attention and the delays was on request of **ANEEL RADHAKRISHNA**.

33. **AD PARAGRAPH 35**

33.1 I deny this contention as it is patently clear as **ANEEL RADHAKRISHNA** well knows why and how come the payments were done using that method and he is with respect trying to deflect the true position to the Commission.

34. **AD PARAGRAPH 36**

34.1 I confirm the payment structure and the real position with **ANEEL RADHAKRISHNA** as previously deposed to and testified and again he is trying to deflect the facts.



35. **AD PARAGRAPH 37 AND 38**

35.1 I deny these allegations and respectfully state as will be seen that this payments received through Distinctive Wines predate any discussions of business opportunities in oil and gas and e-learning and e-health.

35.2 I myself was in fact personally involved in those business proposals and Greenfield projects and the agreements in those aspects were clear that no party including **ANEEL RADHAKRISHNA** could either claim or charge extra fees and if **ANEEL RADHAKRISHNA** did in fact have any claims he would have issued an invoice and not claim through another entity. The same agreement related to the E-Learning and Oil and Gas opportunity.

36. **AD PARAGRAPH 39 AND 40**

36.1 **The** facts remain that payments were made in respect of the consultancy agreement entered into with the late **GAVIN WATSON, KEVIN WAKEFORD** and **ANEEL RADHAKRISHNA**. payments were made on behalf of leading prospect trading who in fact benefitted and probably would not have retained the contract, had **ANEEL RADHAKRISHNA** not assisted to create the false impression that the Department of Home Affairs had in fact negotiated a better deal, when in fact the deal negotiated created a greater liability on the department.

37. **AD PARAGRAPH 41 AND 43**

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37.1 I deny these paragraphs as **ANEEL RADHAKRISHNA** is again being disingenuous as shown.

37.2 The whole purpose of the renegotiation and the trade-off was to ensure that Leading Prospect Trading and the Bosasa Group who had signed a fixed contract and who had successfully run the facility over all the years that the Department of Home Affairs had no other facility available and would continue to run the facility and receive payment and the upfront savings of approximately R7 000 000.00 to the Department over the first year was catered for in the long term and as I have previously testified to the real profits that Leading Prospect made by continuing with the said contract.

37.3 Importantly the payments emanate from Leading Prospect Trading to Distinctive Wines. If there was any factual basis, then **ANEEL RADHAKRISHNA** should be in a position to explain why the payments did not come from any other entity other than Leading Prospect Trading. These payments are in fact fraudulent, as **ANEEL RADHAKRISHNA** requested payment when no services were conducted.

**38. AD PARAGRAPH 44 AND 47**

38.1 I deny my evidence in this regard is false as alleged and I confirm what I have previously stated and testified to in respect of Lindela and the Bosasa Group.



38.2 I confirm that both **KEVIN WAKEFORD** as previously stated and in particular **ANEEL RADHAKRISHNA** himself received the payments which was a gratification for ensuring that the Leading Prospect and Lindela contract continued and the late **GAVIN WATSON** and Bosasa prospered even more with the contract, this as a direct result of lowered costs.

39. **AD PARAGRAPH 48 AND 53**

39.1 I repeat and confirm my evidence in regard to the occupancy of Lindela as I had personal knowledge of the workings and costings and I deny the allegation that my evidence in this regard is false.

39.2 The profitability to Leading Prospect, Lindela and the Bosasa Group was very good as I have previously explained and confirmed and I am more than willing and able, subject to my present health situation, to assist the Commission with the true and correct position as previously testified and to show how both **ANEEL RADHAKRISHNA** and **KEVIN WAKEFORD** are attempting to deflect and extricate themselves from their conduct and actions.

40. **AD PARAGRAPH 54 AND 56**

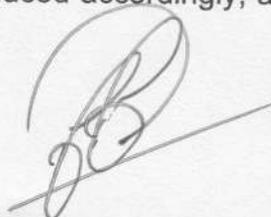
A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke extending to the left.

40.1 I disagree with these facts as the real position as per the bid specifications was an average of R70.00 per day / per detainee and to make it profitable and viable intake was needed at approximately 4000 people.

40.2 I state that during a certain time period the facility had approximately 6000 detainees and I respectfully bring to the Commission's attention that this occurred in or about November/December time as the detainees that were being deported took advantage of the free transport and that of their possessions and that is why November figures were always higher.

40.3 The figures provided to the Commission do not reflect the true position as the Bosasa directors made attempts to reduce profit margins in the correspondence to the Commission, the true position is that the way Lindela was constructed you could close down certain sections which would reduce costs and operational and management costs came down even if the facility dropped to half its capacity, the 7% reflected as a variable cost for meals costs where the meal was not in fact prepared.

40.4 Having intimate knowledge and having managed the operations at Lindela for in excess of 15 years, the facility was designed to maximise cost reductions commensurate with reduced detainees. Various sections would be utilised, others would be closed of which meant that security costs, cleaning costs, electrical and water costs were not incurred if a section was closed off. To say that costs would be the same is ludicrous. In the same way the staffing for the facility would be reduced accordingly, and sent on



leave to ensure that at that stage no overtime and salary costs would be incurred.

40.5 I reiterate that the costs always have been reduced drastically when the numbers have reduced, however the true reduction in costs has never been reflected or passed on to the Department.

40.6 What should have happened is that if the consultant had the interest of the Department at hand, when the reduction of the detainee population started taking place, the consultant should have insisted on a concomitant reduction in overhead costs etc.

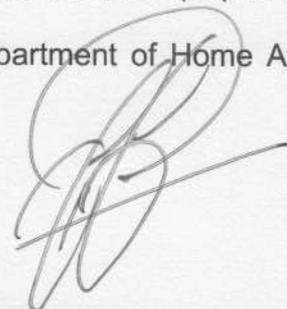
41. **AD PARAGRAPH 57**

41.1 I note the contents of this paragraph.

42. **AD PARAGRAPH 58 AND 62**

42.1 I deny this paragraph and state that **ANEEL RADHAKRISHNA** intentionally does not show the beneficial negotiation which had reduced risk and negative perceptions exposure for Leading Prospect Trading but in fact the resultant profits were increased.

42.2 CPIX reviews would result in for example 90% of the billing rate being exposed to an average 5.5% Consumer Price Indices (dependant on the prevailing CPIX Rate) increase to the Department of Home Affairs. This

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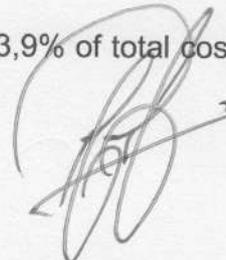
would be granted and amount to at least an average of R400,000.00 per month, However the benefit for Leading Prospect Trading would be that the only real effect of the CPIX would be on Food and Salaries, this would result on a maximum additional cost to Leading Prospect of no more than R110,000.00 per month. Therefore monthly an additional profit of R290,000.00 would be generated merely by applying the agreed increase formulae.

**43. AD PARAGRAPH 63 AND 67**

43.1 I dispute these contentions as the same costs to the Department of Affairs remained their costs with Leading Prospect Trading knowing that the Department had no other facility for illegal immigrants and who had a fixed contract would never have reduced their profit margin when they knew they had the exclusivity in respect of the facility.

43.2 At the time of negotiation **KEVIN WAKEFORD**, the Late **GAVIN WATSON** and **ANEEL RADHAKRISHNA** were well aware that the costs had been misrepresented on instruction and on purpose by the late **GAVIN WATSON**.

43.3 A simple exercise would have revealed the fact, an example of this is if the costs were reflected as 90% of the billing rate, based on the fact that the submitted profit margin only reflected 10%, it would mean that the cost would amount to R7,560,000 @ 90% (Being costs) = R6,804,000.00 Salaries and Wages if reflected correctly at the 23,9% of total costs would



have amounted to R1,626,000.00 per month. A total of approximately 110 staff were employed at Lindela (Leading Prospect) this would mean that the average earnings at Lindela would amount to R14,783.24 Per Person The majority of the employees were Grade D and C Security guards being paid a maximum at the time of R4,700.00, this is just indicative how the financials had been manipulated. In this case Salaries and Wages were overstated by an average of R10,000.00 per employee @110 employees = R1,100,000.00 per month. In addition to the inflated salary costs, a specific additional fictitious charge is levied for Security. Similar simplistic exercises will reveal the extent to which fictitious cost were in fact used to dilute the profits, and channel the profits into companies associated with Bosasa but avert the scrutiny of government. I am prepared to provide a detailed explanation should same be required in order to clarify the matter.

43.4 Had **ANEEL RADHAKRISHNA** placed the interest of the client, The Department of Home Affairs and the South African Tax Payer first, a simple exercise could have ensured that the overcharges would be eliminated.

43.5 I state further that a simple look at the fictitious costs that Bosasa Group utilised to divert the profits from the Lindela contract and the Department of Home Affairs in respect of security and rentals and administrative costs will indeed show the substantial increase in profits in reality to Bosasa Group.

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43.6 **ANEEL RADHAKRISHNA** and in turn the reference to **KEVIN WAKEFORD**

are trying to use figures supplied which don't reflect the true position that I have testified to as I personally worked there and I know the inner workings and the real position. It is another way of diverting the Commission from the correct position by using and manipulating figures provided to show a particular version.

43.7 Furthermore what **ANEEL RADHAKRISHNA** and **KEVIN WAKEFORD** fails

to mention in the response is that a concomitant increase in deportations took place, and that the costs incurred in terms of repatriation flights, trains etc increased exponentially. This is as a result of the need to keep the detention of the undocumented migrants in Lindela as short as possible.

43.8 These additional transport costs need to be graphically represented and accounted into a holistic explanation.

#### 44. **AD PARAGRAPH 68 AND 84**

44.1 I did peruse this investigation referred to, and if I am given access to the figures and financial records (including the inter-company costs raised against Lindela) utilised pertaining to the years in question I will be able to show the Honourable DCJ how the costs were manipulated in order to reflect higher costs and a lower margin in order to facilitate the price reviews.

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44.2 I would require a discussion with an accountant and the evidence leader prior to the presentation to the Honourable DCJ, in order for them to validate the integrity of the presentation.

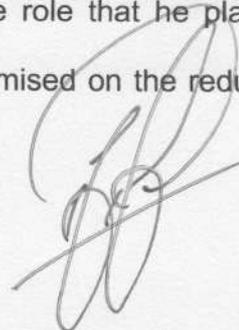
45. **AD PARAGRAPH 85 AND 86**

46. I also have had the opportunity to study the investigations teams preliminary report. I have also been involved in the management of the operational aspects of Leading Prospect Trading for well over 15 years, I know the operational business exceptionally well.

47. The investigators have derived their findings from factual information. It is quite evident that **ANEEL RADHAKRISHNA** and **KEVIN WAKEFORD** merely seek to in all their submissions seek to find fault with the opposing papers and findings, but fail to provide a concise and accurate answer into why payments were made by Leading Prospect Trading to a separate entity that did not provide services to Leading Prospect Trading.

48. **AD PARAGRAPH 87 AND 90**

48.1 I deny this, It is evident that **ANEEL RADHAKRISHNA** received his gratification through Distinctive Wines for the role that he played in the contract and further leading prospect compromised on the reduced billing



however taking into account the previous billing, the profits that were now being made in fact exceeded the profits generated from the previous billing. As stated earlier the actual costs had reduced dramatically.

48.2 I state further that the reference to the 93% fixed percentage is in truth and fact incorrect as the tender bids were manipulated in order to show that the contract was not as profitable when it was actually very profitable. This would also assist in obtaining reviews and increases.

49. **AD PARAGRAPH 91 AND 92**

49.1 I deny that these are false as the benefits received by the Bosasa Group and the late **GAVIN WATSON** were extremely beneficial to them arising from the said contract. A simple consideration of the inter-company transfers and billing reflects how the contract was able to perform, but also how profits were stripped into other entities within the Bosasa Group, where BEE was not a requirement and directors had no real control. An example of these are the ludicrous charges from Lamocest, Bosasa Properties and Bosasa IT subsidiaries, as mentioned earlier this was specifically done to shroud the actual profits.

49.2 I can categorically state as having been involved in the said business for over 15 years from an operational position that the profits from Lindela were very good and that is why the Bosasa Group continued with the said contract

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and **ANEEL RADHAKRISHNA** in his role for which he received his payments and gratification ensured it continued .

49.3 On average Lindela would reflect a very low profit to appease the Department of Home Affairs or the Auditor General should they invoke the decision to evaluate the financials of Leading Prospect Trading. However the actual profits generated by Lindela were well in excess of R4,500,000.00 Per month post the negotiations, and hence it remained a very lucrative contract, with very little risk.

50. **AD PARAGRAPH 93 TO 98**

50.1 I deny these paragraphs in regard to the fact that I have not told the truth in respect of **ANEEL RADHAKRISHNA** and where mentioned **KEVIN WAKEFORD**. In all my testimony i have never been found wanting or misrepresented the truth.

50.2 I state further that **ANEEL RADHAKRISHNA** did in fact receive remuneration through Distinctive Wines as requested by him for his actual role in the Lindela contract and these payments and gratifications were entirely for that and not the work he did for the Bosasa Group.

50.3 I have set out the position above in regard to Fever Tree and the Akhile Group.

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50.4 I do confirm as correct that I met with **ANEEL RADHAKRISHNA** however this was his request, and this was after he had attended a meeting with the late **GAVIN WATSON** and **JOHANNES GUMEDE** at Mogale Business Park, because he was annoyed at not being paid. An email sent from **ANEEL RADHAKRISHNA** confirms what transpired at the meeting, and specifically refers to payments and promises not kept.

50.5 I had left Bosasa at the time but I had a restraint of trade so I could not do similar work but I was looking at the future and business opportunities once the restraint of trade expired and this was in fact mentioned at the meeting to the then Bosasa legal consultant Brian Biebuyck

50.6 I actually assisted **ANEEL RADHAKRISHNA** in personal matters in respect of an alleged assault case by arranging a lawyer for him and also loaning him R5000.00 for bail and legal fees on or about 22 June 2017 when he was arrested.

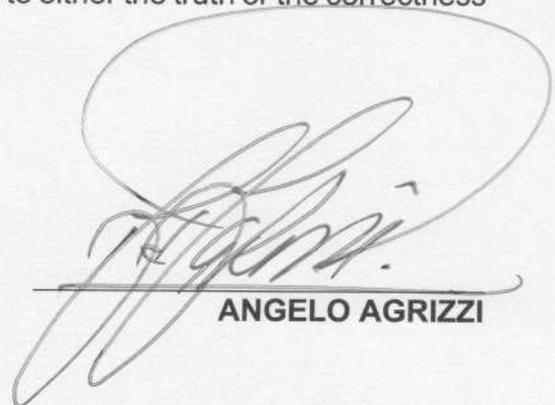
50.7 Attached as annexure "RAD001" is an email from **ANEEL RADHAKRISHNA** dated 18 May 2017. It is evident that an irate **ANEEL RADHAKRISHNA** arrived at my house, he had been to Bosasa and met the late **GAVIN WATSON** who when he asked for his money in respect of Lindela shrugged it off by saying that Lindela was not making profits.

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50.8 This annoyed **ANEEL RADHAKRISHNA** to the point where he writes the email, and makes specific reference to the fact that promises (albeit verbal) are made and not kept.

50.9 I have at great risk to my family and my own safety come forward to the Commission in order to assist them and I have no personal agenda as alleged against either my former employee nor **ANEEL RADHAKRISHNA**.

51. As noted, I have not dealt with each and every allegation in the **ANEEL RADHAKRISHNA** affidavit and the failure to deal with any allegation should not be construed as any admission on my part as to either the truth or the correctness of same nor as a waiver of any of my rights.



**ANGELO AGRIZZI**

I certify that this affidavit was signed and sworn to before me at JOHANNESBURG on this the 2nd day of April 2021 by the deponent who acknowledged that he knows and understands the contents of this affidavit, has no objection to taking this oath, considers this oath to be binding on his conscience and uttered the following words: 'I swear that the contents of this affidavit are both true and correct, so help me God.'

---

COMMISSIONER OF OATHS



Name:

Address:

Capacity:

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## Annexure "RAD001"

**From:** Aneel Radhakrishna <aneel@akhile.co.za>  
**Date:** Monday, 22 May 2017 at 15:16  
**To:** Angelo Agrizzi <angelo.agrizzi@me.com>  
**Cc:** "angelo@angeloagrizzi.com" <angelo@angeloagrizzi.com>  
**Subject:** Confidential - All Rights Reserved and Without Prejudice

Dear Angelo,

I refer to our discussions and advise as follows: -

1. I met with Gavin and Joe, on Thursday 18 May 2017, at Bosasa;
2. I was given the usual Bosasa tour by Gavin;

Page 1 of 3

3. We visited the centre where the eHealth solution that Rubin and I conceptualised and brought to Bosasa was being developed;
4. Gavin indicated to me and to his Team that I was the one that made this possible - constant iteration;
5. He made several good references to Rubin and how brilliant he was;
6. I made it clear to the Guy presenting that I knew what was happening as I was the one that did all this;
7. At the end of the tour, Gavin, Joe and I met and discussed the way forward;
8. I gave Joe a background on how we got to the eHealth stuff;
9. He was concerned that I was not involved and I mentioned that you were handling the transaction for Bosasa;
10. Gavin and Joe both mentioned that they were busy fixing the "mess" and that there was no agreement, etc and they spent like R10m actuals to date etc;
11. They were both very "negative" in their response re You;
12. When asked about Lindela - Gavin said they making losses and were not paid waved his hand and said that was over;
13. I said thanks and shook hands and walked off.

I am worried that on both fronts that Bosasa has not kept their promises and that you seemed to be blamed for this. The issue for me is that there were commitments that is not being honoured and more importantly re the health stuff that it is our IP and that this is being used by Bosasa and that we had certain agreements in place to protect this.

I would like an urgent meeting to discuss this as you have been the point of contact at Bosasa before we go into formal processes. I just find this dropping of individuals and not honouring agreements and promises (albeit verbal in some cases) rather concerning and unprofessional.

Thanks, and chat soon.

Regards

**Aneel Radhakrishna**  
**Chief Executive Officer**  
**Akhile Management and Consulting (Pty) Ltd**  
 Office: +27(0) 12 460 1945  
 Mobile: +27(0) 82 825 1623  
 Fax: +27(0) 86 613 8850  
 Email: aneel@akhile.co.za  
 www.akhile.co.za  
**Akhile Management and Consulting (Pty) Ltd**  
 PostNet Suite # 150  
 Private Bag X25723  
 MONUMENT PARK

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Akhile is a Level 1 B-BBEE Contributor.





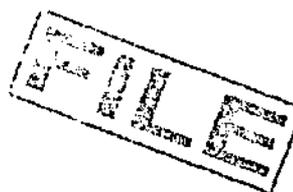
To whom it may concern

This is confirmation of a payment made via FNB Online.

<b>Payment From</b>	Bosasa Operations (Pty) Ltd
<b>Amount</b>	8013.78
<b>Date Actioned</b>	2010-04-20 15:26:23.607
<b>Recipient Name</b>	RAN004/RTC -BUI
<b>Recipient Branch Number</b>	632005
<b>Recipient Bank Account Number</b>	04052343636
<b>Recipient Reference</b>	BOS001

To authenticate this Payment Advice please visit the FNB website at <https://www.fnb.co.za>, select the 'Verify Payment' link and follow the on-screen instructions.

<b>Trace Id</b>	VODSTGTFQ4QB
<b>Signature</b>	oc26F36kac



#### FNB Online

Building 7 Fedsure on Grayston Office Park Corner Linden and Peter Road Sandown ext 6 Sandton 2196 South Africa  
Private Bag X9980 Sandton 2146 South Africa

South Africa Call Center 0861 100 141 Namibia (264) 61 299 2187 / 2143 Botswana (267) 364 2600 Swaziland (268) 518 4637 Lesotho (266) 222 222 00 Zambia  
(260) 21 1 366 800/1/2

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Registration No. 1929/001225/06

Date: 2010/03/17  
Time: 03:00:15 PM

10 - BOSASA Operations (Pty) Ltd - Administration & Oth

Feb

0.1

RANG04

RTC -BUILD IT

BOS001

Orig Amt.

2010/02/28

Document Number      Type      Date      Time:0      Recon Section Comments

Statement Balance

R0.00      R8,013.78

Total:      R0.00      R8,013.78

Cheque Amount

R0.00      R8,013.78

Total:      R0.00      R8,013.78

Documents Reconciled

Document Number	Type	Date	Time:0	Recon Section Comments
142337	Invoice	2010/02/11	R-1,049.25	R-1,049.25
142338	Invoice	2010/02/11	R-1,748.75	R-1,748.75
142174	Invoice	2010/02/02	R-1,710.00	R-1,710.00
142181	Invoice	2010/02/02	R-833.63	R-833.63
142341	Invoice	2010/02/11	R-923.40	R-923.40
142284	Invoice	2010/02/08	R-1,748.75	R-1,748.75
Total:			R-8,013.78	R-8,013.78

✓ 4,546,75+  
✓ 3,467,03+  
0,013,782+  
7/

BENEFICIARY : RTC -BUILD IT

Recon Date : 2010/02/28

Payment Amount : R8,013.78

BANK :	ABSA
BRANCH CODE :	632005
ACCOUNT NO :	04052343636

11

MARIE CABRIE

CHECKED BY

C.J. BOMIFACIO

APPROVED

*[Signature]*  
AUTHORIZED BY (1)

*[Signature]*  
AUTHORIZED BY (2)

WESSEL SCOTT

EFT AUTHORIZED (1)

*[Signature]*  
EFT AUTHORIZED (2)

Date: 2010/05/13  
Time: 10:44:33 AM

10 - BOSASA Operations (Pty) Ltd - Administration & Oth

Page: 1  
User : DMeintjes

RAN004  
RTC -BUILD IT  
BOS001

Orig Amt. 2010/04/30

Document Number	Type	Date	Time:0	Recon Section	Comments
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	Total:		RD.00	R1,667.26	13
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Cheque Amount					
			RD.00	R1,667.26	
-----					
	Total:		RD.00	R1,667.26	1 1
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Documents Reconciled					
143042	Invoice	2010/03/25	R-833.63	R-833.63	
143125	Invoice	2010/03/30	R-833.63	R-833.63	
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BENEFICIARY : RTC -BUILD IT

Recon Date : 2010/04/30

Payment Amount : R1,667.26

ANK :	ABSA
RANCH CODE :	632005
ACCOUNT NO :	04052343636

1 1

CHEKED BY 

C.J. BONIFACIO

APPROVED BY

AUTHORIZED BY (1)

AUTHORIZED BY (2)

WESSEL COTT

EFT AUTHORIZED (1)

S. VANZYL

EFT AUTHORIZED (2)

**STATEMENT**

**REMITTANCE ADVICE**

**RTC-BUILD IT**  
 JACKETH (PTY) LTD  
 P.O. BOX 1275, RANDFONTEIN, 1760  
 16 MAIN ROAD, RANDFONTEIN  
 TEL: (011) 412-1037/8/9 FAX: (011) 692-3929

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BOSASA OPERATIONS (PTY) LTD+H!(C/G)  
 ACCOUNTS - DRIEKIE  
 P.O. BOX 2002  
 KRUGERSDORP  
 1740

MER002

ACCOUNT No. MER002  
 BOSASA OPERATIONS (PTY) LTD+H!(C/G)

ACCOUNT No.

DATE

2010/04/30

DATE 2010/04/30 PA. 1

DATE	ITEM	REFERENCE	DEBIT	CREDIT
2010/02/02	INVOICE	142174	1710.00	1710.00
2010/02/02	INVOICE	142181	833.63	833.63
2010/02/11	INVOICE	142341	923.40	923.40
03/25	INVOICE	143042 ✓	833.63	
03/30	INVOICE	143125 ✓	833.63	
2010/04/21	PAYMENT	29128		3467.03

DATE	REFERENCE	AMOUNT
100202	142174	0.00
100202	142181	0.00
100211	142341	0.00
100325	143042	833.63
100330	143125	833.63
100421	29128	0.00CR

ACCOUNTS DEPARTMENT **BOSASA**  
Group of Companies  
 06 MAY 2010  
 RECEIVED  
 SIGNATURE.....

AMOUNT DUE 1667.26

BALANCE DUE 1667.26

PAYMENT

18.

120+ DAYS 0.00 91 - 120 DAYS 0.00 61 - 90 DAYS 1667.26 31 - 60 DAYS 0.00 1 - 30 DAYS 0.00

PLEASE DETACH AND RETURN WITH PAYMENT

© Ultimate Office National - Tel: 066 11 333 22 - Statement 2 Part Blue - Barcode code: 5128

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BOSASA OPERATIONS (PTY) LTD+#! (C/G)  
 ACCOUNTS - DRIEKIE  
 P.O. BOX 2002  
 KRUGERSDORP  
 1740

NER002

ACCOUNT No.

DATE

2010/03/31

DATE	ITEM	REFERENCE	DEBIT	CREDIT
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2010/02/02	INVOICE	142181 Pd	833.63	
2010/02/11	INVOICE	142341 Pd	923.40	
/03/25	INVOICE	143042	833.63	
LUTU/03/30	INVOICE	143125	833.63	

ACCOUNTS DEPARTMENT **BOSASA**  
 09 APR 2010  
 RECEIVED  
 SIGNATURE: *[Signature]*

AMOUNT DUE

5134.29

120+ DAYS

91 - 120 DAYS

61 - 90 DAYS

31 - 60 DAYS

1 - 30 DAYS

0.00

0.00

3467.03

1667.26

**REMITTANCE ADVICE**

RTC-BUILD IT  
 JACKETH (PTY) LTD  
 P.O. BOX 1275, RANDFONTEIN, 1760  
 16 MAIN ROAD, RANDFONTEIN  
 TEL: (011)412-1037/8/9 FAX: (011)692-3929

ACCOUNT No. NER002  
 BOSASA OPERATIONS (PTY) LTD+#! (C/G)

DATE 2010/03/31 PA. 1

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100211	142341	923.40
100325	143042	833.63
100330	143125	833.63

BALANCE DUE

5134.29

PAYMENT

PLEASE DETACH AND RETURN WITH PAYMENT

**STATEMENT**

**RTC-BUILD IT**  
**JACKETH (PTY) LTD**  
 P.O. BOX 1275, RANDFONTEIN, 1760  
 16 MAIN ROAD, RANDFONTEIN  
 TEL: (011) 412-1037/8/9 FAX: (011) 692-3929

BOSASA (CEMENT ACC) (C/G)  
 OPERATIONS (PTY) LTD  
 P.O. BOX 2002 (ACCOUNTS - DRIEKIE  
 KRUGERSDORP  
 1740

BOS001

ACCOUNT No.

DATE

2010/03/31

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2010/02/11	INVOICE	142338 Pa	1748.75	
00/02/26	INVOICE	142584	2798.00	2798.00
00/02/26	TAX CREDIT NOTE	5672		2798.00
2010/03/12	INVOICE	142823	2717.60	2717.60
2010/03/19	PAYMENT	28952		2717.60

ACCOUNTS DEPARTMENT **BOJASA**  
 09 APR 2010  
 RECEIVED  
 SIGNATURE *[Signature]*

*Pa 2010/03/31*

**REMITTANCE ADVICE**

RTC-BUILD IT  
 JACKETH (PTY) LTD  
 P.O. BOX 1275, RANDFONTEIN, 1760  
 16 MAIN ROAD, RANDFONTEIN  
 TEL: (011) 412-1037/8/9 FAX: (011) 692-3929

ACCOUNT No. BOS001  
 BOSASA (CEMENT ACC) (C/G)

DATE 2010/03/31 PA. 1

DATE	REFERENCE	AMOUNT
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AMOUNT DUE

4546.75

BALANCE DUE

4546.75

PAYMENT

120+ DAYS

91 - 120 DAYS

61 - 90 DAYS

31 - 60 DAYS

1 - 30 DAYS

0.00

0.00

4546.75

0.00

PLEASE DETACH AND RETURN WITH PAYMENT

CLIENT TAX#:4070165735

RTC-BUILD IT  
 JACKETH (PTY) LTD  
 P.O. BOX 1275, RANDFONTEIN, 1760  
 15 MAIN ROAD, RANDFONTEIN  
 TEL:(011)412-1037/3/9 FAX:(011)692-3929  
 VAT VENDOR No.4860120205  
 DELIVER :  
 O/N HENNIE

**DOCUMENT INFO**

**INVOICE**  
 TAX INVOICE

**CUSTOMER**

BOSASA (CEMENT ACC)(C/G)  
 O/N HENNIE

TEL.(W) : 0116626047DRIEKIE  
 TEL.(H) : 0116626147FAX

SALES REP. : 3 - NEELS

PA. 1

DATE & TIME

DOCUMENT NR.

ACCOUNT NR.

ORDER NR.

2010/03/12 08:22

148823

BOS001

CODE	DESCRIPTION	UNIT	QTY	PRICE	INC	DISC.%	EACH	TOTAL
APC/C	CEMENT 50KG-CONTRAC.TAKEN+DEL LINKED TO APC		40.00	67.94		0.00	67.94	2717.60

Standard Rate: 14.0%

TOTAL VAT: 333.74

TOTAL (EXCL)

2383.86

2717.60

PLEASE CHECK GOODS WITH INVOICE

NAME:

SIGNATURE:

**DOCUMENT INFO**  
DELIVERY NOTE

**CUSTOMER**  
BOSASA (CEMENT ACC) (C/G)  
ECO ESTATES SITE 361  
MEYERSDAL HENNIE  
TEL.(W) : 0116626047DRIEKIE  
TEL.(H) : 0116626147FAX

RTC-BUILD IT  
JACKETH (PTY) LTD  
P.O. BOX 1275, RANDFONTEIN, 1760  
16 MAIN ROAD, RANDFONTEIN  
TEL:(011)412-1037/8/9 FAX:(011)692-3929  
VAT VENDOR No.4860120205  
DELIVER :  
ECO ESTATES SITE 361  
MEYERSDAL HENNIE

SALES REP. : 3 - NEELS PA. 1

DATE & TIME	DOCUMENT NR.	ACCOUNT NR.	ORDER NR.
2010/02/26 06:39	142584	BOS001	

CODE	DESCRIPTION	UNIT	QTY	PRICE (INC)	DISC.%	EACH	TOTAL
APC/C	CEMENT 50KG-CONTRAC.TAKEIN+DEL			49.00			

*Credit Passed*  
*5672*

0.00						<b>AMOUNT DUE</b>
Standard Rate: 14.0%	TOTAL VAT:	0.00	TOTAL (EXCL)	0.00	0.00	

GOODS MUST BE CHECKED UPON DELIVERY  
RTC IS NOT LIAB. FOR SHORT DELIVERY

NAME: \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_

CLIENT TAX#: 4070185735

RTC-BUILD IT  
 JACKETH (PTY) LTD  
 P.O. BOX 1275, RANDFONTEIN, 1760  
 16 MAIN ROAD, RANDFONTEIN  
 TEL:(011)412-1037/8/9 FAX:(011)692-3929  
 VAT VENDOR No. 4860120205  
**DELIVER :**  
 ECO ESTATES SITE 361  
 MEYERSDAL HENNIE

**DOCUMENT INFO**

**INVOICE**  
**TAX INVOICE**

**CUSTOMER**

BOSASA (CEMENT ACC)(C/G)  
 ECO ESTATES SITE 361  
 MEYERSDAL HENNIE  
 TEL.(W) : 0116626047DRIEKIE  
 TEL.(H) : 0116626147FAX

SALES REP. : 3 - NEELS

PA. 1

DATE & TIME

DOCUMENT NR.

ACCOUNT NR.

ORDER NR.

2010/02/26 06:39

142584

BOS001

CODE	DESCRIPTION	UNIT	QTY	PRICE	INC	DISC.%	EACH	TOTAL
APC/C	CEMENT 50KG-CONTRAC.TAKEN+DEL LINKED TO APC		40.00	69.95		0.00	69.95	2798.00

*Credit Passed.*  
*5672. P.*

40.00

**AMOUNT DUE**

Standard Rate: 14.0%

TOTAL VAT: 343.61

TOTAL (EXCL)

2454.39

2798.00

PLEASE CHECK GOODS WITH INVOICE

NAME:

SIGNATURE:

CLIENT TAX#: 4070165735

RTC-BUILD IT  
 JACKETH (PTY) LTD  
 P.O. BOX 1275, RANDEFONTEIN, 1760  
 15 MAIN ROAD, RANDEFONTEIN  
 TEL:10111412-1037/8/9 FAX:10111692-3929  
 VAT VENDOR No.4860120205  
**DELIVER :**  
 NOT ORDERED

**DOCUMENT INFO**

TAX CREDIT NOTE  
 TAX CREDIT NOTE

**CUSTOMER**

BOSASA (CEMENT ACC)(C/G)  
 NOT ORDERED

TEL.(W) : 0116626047DRIEKIE  
 TEL.(H) : 0116626147FAX

SALES REP. : 2 - BUTCH

PA. 1

DATE & TIME

DOCUMENT NR.

ACCOUNT NR.

ORDER NR.

2010/02/26 07:53

5672

BOS001

CODE	DESCRIPTION	UNIT	QTY	PRICE	TINC	DISC.%	EACH	TOTAL
APC/E	CEMENT 50KG-CONTRAC.TAKEN+DEL LINKED TO APC RELATED INV. NO. : 142584		40.00	69.95		0.00	69.95	2798.00

40.00

AMOUNT DUE

Standard Rate: 14.0%

TOTAL VAT: 343.61

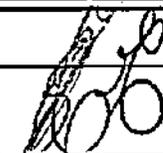
TOTAL (EXCL)

2454.39

2798.00

NAME:

SIGNATURE:





To whom it may concern

This is confirmation of a payment made via FNB Online.

<b>Payment From</b>	Bosasa Operations (Pty) Ltd
<b>Amount</b>	2717.60
<b>Date Actioned</b>	2010-03-18 14:57:15.945
<b>Recipient Name</b>	rtc build it
<b>Recipient Branch Number</b>	632005
<b>Recipient Bank Account Number</b>	04052343636
<b>Recipient Reference</b>	bos001 inv142823

TTF 38601

FOR FILLING

To authenticate this Payment Advice please visit the FNB website at <https://www.fnb.co.za>, select the 'Verify Payment' link and follow the on-screen instructions.

<b>Trace Id</b>	VODS5FF3VRQB
<b>Signature</b>	aVHkolqgDB



**FNB Online**

Building 7 Fedsure on Grayston Office Park Corner Linden and Peter Road Sandown ext 6 Sandton 2196 South Africa

Private Bag X9980 Sandton 2146 South Africa

South Africa Call Center 0861 100 141 Namibia (264) 61 299 2187 / 2143 Botswana (267) 364 2600 Swaziland (268) 518 4637 Lesotho (266) 222 222 00 Zambia (260) 21 1 356 800/1/2

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Registration No. 1929/001225/06



CLIENT TAX#:4070165735

RTC-BUILD IT  
 JACKETH (PTY) LTD  
 P.O. BOX 1275, RANDFONTEIN, 1760  
 16 MAIN ROAD, RANDFONTEIN  
 TEL:(011)412-1037/9/9 FAX:(011)692-3929  
 VAT VENDOR No.4860120205  
 DELIVER =  
 O/N HENNIE

**DOCUMENT INFO**

**INVOICE**  
**TAX INVOICE**

**CUSTOMER**

BOSASA (CEMENT ACC)(C/G)  
 O/N HENNIE  
 0116626047DRIEKIE  
 0116626147FAX

SALES REP. : 3 - NEELS --COPY--

PA. 1

DATE & TIME

DOCUMENT NR.

ACCOUNT NR.

ORDER NR.

2010/03/12 08:22

142823

BOS001

CODE	DESCRIPTION	UNIT	QTY	PRICE (INC)	DISC.%	EACH	TOTAL
APC/C	CEMENT SONS-CONTRAC.TAKEN+DEL LINKED TO APC		40.00	67.94	0.00	67.94	2717.60

**RECEIVED**

10-001-8950

2010-03-16

**BOSASA**  
**ACCOUNTS DEPARTMENT**

**DRIEKIE MEINTJES**  
**PROCESSED**  
**ACCOUNTS CREDITORS**

J. VAN ZYL

40.00

**AMOUNT DUE**

Standard Rate: 14.0% TOTAL VAT: 333.74

TOTAL (EXCL) 2383.86

2717.60

PLEASE CHECK GOODS WITH INVOICE

NAME:

SIGNATURE:

*Hennie Viljoen*  
**HENNIE VILJOEN**



To whom it may concern

This is confirmation of a payment made via FNB Online.

<b>Payment From</b>	Bosasa Operations (Pty) Ltd
<b>Amount</b>	6230.00
<b>Date Actioned</b>	2010-08-16 12:06:04.303
<b>Recipient Name</b>	RAN004/RTC -BUI
<b>Recipient Branch Number</b>	632005
<b>Recipient Bank Account Number</b>	04052343636
<b>Recipient Reference</b>	BOS001

To authenticate this Payment Advice please visit the FNB website at <https://www.fnb.co.za>, select the 'Verify Payment' link and follow the on-screen instructions.

<b>Trace Id</b>	VODSPVYVDKSB
<b>Signature</b>	w5+sSeo2O6

**FILE**

#### FNB Online

Building 7 Fedsure on Grayston Office Park Corner Linden and Peter Road Sandown ext 6 Sandton 2196 South Africa

Private Bag X9980 Sandton 2146 South Africa

South Africa Call Center 0861 100 141 Namibia (264) 61 299 2187 / 2143 Botswana (267) 364 2600 Swaziland (268) 518 4637 Lesotho (266) 222 222 00 Zambia (260) 21 1 366 800/1/2

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Registration No. 1929/001225/06

E-Mailed  
16/8/2010  
Nadina)

BOASA-KP-EV-8031

0.0

2,755.000 ✓

3,475.000 ✓

002

6,230.000\* ✓

Date: 2010/07/13  
Time: 12:18:33 PM

10 - BOSASA Operations (pty) Ltd - Administration & Oth

Page: 1  
User : DMeintjes

RAN004

RTC -BUILD IT

BOS001

Orig Amnt. 2010/06/30

Document Number	Type	Date	Time:0	Recon Section	Comments
-----					
Statement Balance			R0.00	R6,230.00	
Total:			R0.00	R6,230.00	
-----					
Cheque Amount			R0.00	R6,230.00	
Total:			R0.00	R6,230.00	
-----					
Documents Reconciled					
144395	Invoice	2010/06/24	R-3,475.00	R-3,475.00	
144314	Invoice	2010/06/21	R-1,710.00	R-1,710.00	
144053	Invoice	2010/06/01	R-1,045.00	R-1,045.00	
Total:			R-6,230.00	R-6,230.00	

BENEFICIARY : RTC -BUILD IT

Recon Date : 2010/06/30

Payment Amount : R6,230.00

BANK :	ABSA
BRANCH CODE :	632005
ACCOUNT NO :	04052343636

MARIETJIE ABRIE  
CHECKED BY

J. V. A. L. T.  
APPROVED BY

AUTHORIZED BY (1)

AUTHORIZED BY (2)

EFT AUTHORIZED (1)

EFT AUTHORIZED (2)

Date: 2010/07/13  
 Time: 12:18:36 PM

10 - BOSASA Operations (Pty) Ltd - Administration & Oth

Page: 1

R26004

RIC -BUILD IT

ECS001

Remittance as at: 2010/06/30

Document Number	Type	Date	Orig Amt.	Hold Amount.	Discount Taken.	Payable Amt.
144053 ✓	Invoice	2010/06/01	R1,045.00	R0.00	R0.00	R1,045.00
144314 ✓	Invoice	2010/06/21	R1,710.00	R0.00	R0.00	R1,710.00
144385 ✓	Invoice	2010/06/24	R3,475.00	R0.00	R0.00	R3,475.00
Total :				R0.00	R0.00	R6,230.00

1

System: 2010/07/13 12:15:22 PM  
 User Date: 2010/07/13

10 - BOSASA Operations (P  
 CASH REQUIREMENTS REPORT  
 Payables Management  
 Multicurrency Management

Page: 1  
 User ID: DMeintjes

Ranges:

Creditor ID: RAN004 - RAN004      Payment Priority: First - Last  
 Creditor Name: First - Last      Due Date: First - Last  
 Creditor Class: First - Last      Discount Date: First - Last  
 BEE %: First - Last      Payment Date: 2009/12/31

Sorted By: Creditor ID

Creditor ID	Creditor Name	Class ID	BEE %	Payment Priority
RAN004	RTC -BUILD IT	DEFAULT		

Voucher Number	Document	Amount	Amount Applied	Valid Discount	Discount Lost	Unpaid	Gain/Loss
Document Number	Date	Type	Due Date	Discount Date	Days Old		
00119988		R3,475.00	R0.00	R0.00	R0.00	R0.00	R0.00
144385	2010/06/24	INV	2010/07/30	0000/00/00	-175		
	CEMENT						
00120066		R1,710.00	R0.00	R0.00	R0.00	R0.00	R0.00
144314	2010/06/21	INV	2010/07/30	0000/00/00	-172		
	PLASTERSAND						
00120067		R1,045.00	R0.00	R0.00	R0.00	R0.00	R0.00
144053	2010/06/01	INV	2010/07/30	0000/00/00	-152		
	CONCRETE MIX						
Creditor Totals:		R6,230.00	R0.00	R0.00	R0.00	R0.00	R0.00

1 Creditor(s)

Report Totals:	R6,230.00	R0.00	R0.00	R0.00	R0.00
----------------	-----------	-------	-------	-------	-------

**STATEMENT**

**RTC-BUILD IT**  
**JACKETH (PTY) LTD**  
 P.O. BOX 1275, RANDFONTEIN, 1760  
 16 MAIN ROAD, RANDFONTEIN  
 TEL: (011) 412-1037/8/9 FAX: (011) 692-3929

BOSASA (CEMENT ACC) (C/G)  
 OPERATIONS (PTY) LTD  
 P.O. BOX 2002 (ACCOUNTS - DRIEKIE  
 KRUGERSDORP  
 1740

BOS001

ACCOUNT No.

DATE

2010/06/30

**REMITTANCE ADVICE**

**RTC-BUILD IT**  
**JACKETH (PTY) LTD**  
 P.O. BOX 1275, RANDFONTEIN, 1760  
 16 MAIN ROAD, RANDFONTEIN  
 TEL: (011) 412-1037/8/9 FAX: (011) 692-3929

ACCOUNT No. BOS001  
 BOSASA (CEMENT ACC) (C/G)

DATE 2010/06/30 PA. 1

DATE	ITEM	REFERENCE	DEBIT	CREDIT
2010/06/24	INVOICE	144385 ✓	3475.00	

DATE	REFERENCE	AMOUNT
2010/06/24	144385	3475.00

ACCOUNTS  
 DEPARTMENT  
 05 JUL 2010  
 RECEIVED  
 SIGNATURE

AMOUNT DUE

3475.00

BALANCE DUE

3475.00

18

PAYMENT

3475.00

120+ DAYS

91 - 120 DAYS

61 - 90 DAYS

31 - 60 DAYS

1 - 30 DAYS

**DOCUMENT INFO**

DELIVERY NOTE

**CUSTOMER**

BOSASA (CEMENT ACC)(C/G)  
 O/N 84146  
 DEL. TO MEYERSDAL  
 TEL.(W) : 0116626047DRIEKIE  
 TEL.(H) : 0116626147FAX

RTC-BUILD IT  
 JACKETH (PTY) LTD  
 P.O. BOX 1275, RYHOFFTEIN, 1760  
 16 MAIN ROAD, RYHOFFTEIN  
 TEL:(011)412-1037/8/9 FAX:(011)692-3929  
**VAT VENDOR No. 4860120205**  
 DEEL J. MEIR  
 O/N 84146  
 DEL. TO MEYERSDAL

SALES REP. : 3 - NEELS

PA. 1

DATE & TIME

DOCUMENT NR.

ACCOUNT NR.

ORDER NR.

2010/06/24 10:07

144385

BOS001

CODE	DESCRIPTION	UNIT	QTY	PRICE / DISC.	DISC. %	EACH	TOTAL
AFC/C	CEMENT 50KG-CONTRAC.TAKEN+DEL			50.00			

*Frans Vorster*  
**FRANS VORSTER**  
 Procurement Coordinator  
 BOSASA GROUP  
 083 607 1482

10 001 1311  
**AUTHENTICATED**

**RTC Build it**  
 Located By: *Jacob*  
 Taken By: *Ben*  
 Date: *2010-06-24*

0.00 AMOUNT DUE

Standard Rates: 14.0% TOTAL VAT: 0.00 TOTAL (EXCL): 0.00 0.00

GOODS MUST BE CHECKED UPON DELIVERY  
 RTC IS NOT LIAB. FOR SHORT DELIVERY

NAME:

**DRIEKIE MEINTJES**

SIGNATURE:

**PROCESSED**  
 ACCOUNTS CREDITORS

011 692 3929



**Purchase Order** Form PROC9d Rev 4

**Nº 84146**

<b>Bosasa Operations</b> Reg No : 1981 / 012426 / 07 VAT : 4070165735	<b>Bosasa Security</b> Reg No : 1995 / 010121 / 07 VAT : 4420198212	<b>Bosasa Youth Development Centres</b> Reg No : 2003/002608/07 VAT : 4610209985
---	---	--

<b>Leading Prospect Trading 111 t/a Lindela</b> Reg No : 2002 / 017229 / 07 VAT : 1470203055	<input checked="" type="checkbox"/> <b>SeaArk Africa</b> Reg No : 2002 / 006442 / 07 VAT : 4000147530	<b>Sondolo IT</b> Reg No : 2005 / 000500 / 07 VAT : 4370217186
--	---	--

<b>Head Office Addresses</b>	<b>Site Name (Delivery Address)</b>	<b>Procurement Contact Numbers</b>
------------------------------	-------------------------------------	------------------------------------

<b>Physical</b> Mogala Business Park Windoor Road Lulupardri Krugersdorp Gauteng	<b>Postal</b> Private Bag 2092 Krugersdorp 1740	<b>Delivery Address</b> <i>Lindela</i>	<b>Tel:</b> +27 11 662 6001	<b>Fax:</b> +27 11 662 6330
---	--	---	--------------------------------	--------------------------------

<b>Supplier</b> <i>RTL</i>	<b>Attention</b> <i>Butch</i>	<b>Required Delivery Date</b> <i>24/06/10</i>
-------------------------------	----------------------------------	--

**Purchase Order Details**

<b>Requisition No</b>	<b>Cost Code</b>	<b>Cost Centre</b>	<b>Job No</b>
-----------------------	------------------	--------------------	---------------

Item No	Brochure / Part No	Scope of Supply / Description / Quote Number / SLA Number	Unit of Measure	Quantity	Unit Price	% Discount	Total Price (Exclusive of VAT)
		<i>50 Kg Bags of cement</i>		<i>50</i>			

**Refer Conditions of Purchase of Bosasa Group (Available on Request)**

Certification Requirements (If Applicable)	Required if Ticked	Special Instructions (I.D / Traceability / Packaging / Preservation / Protection / Transport / Delivery Location / Location of Verification)
Material		
Calibration		
Halhaal		
Nut Free		

For and on behalf of the Bosasa Group

Date: *24/06/10*

Authorised By *[Signature]*

**FRANS VORSTER**  
Procurement Coordinator  
**BOSASA GROUP**  
083 607 1482

---

**AFFIDAVIT**

---

I, the undersigned,

Luanda Aston Rebecca Davids

do hereby state further under oath in English that:

The facts deposed to herein are true and correct and are, save where the context indicates otherwise, within my personal knowledge.

This affidavit is submitted for purposes of providing evidence to the Commission of Inquiry into State Capture ("**the Commission**").

1.

I am an adult female with IN: 8502210093081, residing at 56 John Pop Street Eldorado Park Ext 6 and I am employed as a Debtors Supervisor at Ready Mix which is a subsidiary of Wearne situated at 1 Main Road Aureus Randfontein. Tel no. 011459 4500 and cellular number 0764889713.

2.

Wearne is a company that provides raw materials for the building industry such as sand, stone and cement.

3.

On 21/05/2019 the company received a request from the State Capture Commission where they were looking for documentation that would prove that we delivered wet cement to an address in Eco Estate Meyersdal.

4.

As a result of my position in the company, I have access to records and systems where proof of said deliveries could be extracted.

5.

I have established that the Roodekop Ready Mix Plant has closed down. All original paperwork has been destroyed as a request was for documentation for five years after which it is destroyed, as the request was for documentation between 2008 and 2011. We only keep documentation for five years after which it is destroyed.

Those original documents including the delivery note would have had the drivers name on it. It is therefore not possible to identify who those drivers were. I have also established that many of the company drivers have been retrenched. I have requested a list of those drivers from HR.

6.

I interrogated the access system which processes delivery notes and forms part of a greater accounting system. I was able to retrieve all the information on the computer that had been captured for the invoices requested.

7.

I attached the recovered documentation as follows:

- a) Invoices 12687; 12688 and 12689 cover the deliveries of delivery note numbers 2823212, 282321, 282322 and 2823222. The deliveries were to Meyersdal Eco Estate site 19. Annexure "LARD 1".
- b) Invoices 1593, 15938 and 15939 cover the deliveries of delivery note numbers 2823581, 2823582, 2823583 and 2823585. The delivery were made to site 19 at Meyersdal Eco Estate Annexure "LARD 2".
- c) Invoices 16471 and 16472 cover the deliveries of delivery note numbers 2823605, 2823606, 2823607, 2823608, 2823609, 2823610 and 2823611. The deliveries were made to site 19 Meyersdal Eco Estate. Annexure "LARD 3".
- d) Invoices 16473 and 16474 cover deliveries of delivery notes numbers 2823614 and 2823617. The deliveries were made at site 19 Meyersdal Eco Estate. Annexure "LARD 4".
- e) Invoices 16475 and 17567 cover the deliveries of delivery notes number 2823626 and 2823706. The deliveries were made to 361 Meyersdal Eco Estate (019). Annexure "LARD 5".
- f) Invoices 17343 covers the delivery of delivery note 2823697, which was delivered to 18 Meyersdal Eco Estate. Annexure "LARD 6".

- g) Invoices 18131 covers the delivery of delivery note number 2823769 which was delivered to site 18 Meyersdal Eco Estate. Annexure "LARD 7"
- h) Invoices 18663 and 18664 cover the delivery of delivery notes number 2823850, 2823851, 2823852, 2823853, 2823861 and 2823863. The deliveries were made to site 19 361 Meyersdal Eco Estate. Annexure "LARD 8".
- i) Invoices 23300 and 23299 covers the delivery notes 2824332, 2824332, 2824334, 2824335, 2824336, 2824337 and 2824338. The deliveries were made to site 19 Meyersdal Eco Estate (361). Annexure "LARD 9".
- j) Invoice 23362 is only a pump invoice and cannot be linked to a delivery address. The document is included as it has been requested by the Commission. Annexure "LARD 10".
- k) Invoice 8417 covers delivery note number 2022349 and was delivered to 10 Tom Muller Street, West Rand Kons. Annexure "LARD 11".
- l) Invoice 19608 is also only a pump invoice and cannot be linked to a delivery address. The document is included as it is requested by the Commission. Annexure "LARD 12"

8.

All of the above invoices were paid for by Bosasa Operations (Pty) Ltd. The total amount of the invoices was R221 233.43.

9.

I attached the email request received from Mr. A. Nixon of the Commission as per annexure "LARD 13".

10.

I know and understand the content of this statement.

I have no objection to taking the prescribed oath.

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

.....

①

G.P.-S. 01/02

P. 21 (81/148198)

I Luonda Aston Rebecca Davids state under oath in English that:

① I am an adult female with IDN 8502210093081 residing at 56 John-Pop street Eldorado Park ex 66 and am employed as a Debtors Supervisor at Ready Mix which is a subsidiary of Weorine situated at 1 Main Road Aureus Randfontein. Tel no. 011 459 4500 and cellular number 076 488 9713.

② Weorine is a company that provides raw materials for the building industry such as sand, stone and cement.

③ On 2019-5-21 the company received a request from the State Capture Commission where they were looking for documentation that would prove that we ~~assist~~ delivered wet cement to an address in Eco Estate Meyersdal.

④ As a result of my position in the company I have access to records and systems where proof of said deliveries could be extracted.

⑤ I have established that the Roodekop Ready Mix Plant has closed down. All original paper work has been destroyed as the request was for documentation between 2008 and 2011. We only keep documentation for five years after which it is destroyed. Those original documents including the delivery note would have had the driver's name on it. It is therefore not possible to

(2)

G.P.-6, 01/02

P. 21 (81/143186)

identify who those drivers were. I have also established that many of the company drivers have been retrained. I have requested a list of those drivers from HR.

(3)

I interrogated the access system which processes delivery notes and forms part of the greater accounting system. I was able to retrieve all the information on the computer that had been captured for the invoices requested.

(4)

I attach the recovered documentation as follows:

- a) Invoices 12687; 12688 and 12689 cover the deliveries of delivery note numbers 2823212; 2823213; 2823221 and 2823222. The deliveries were to Meyersdal Eco Estate site 19. Annexure 'LARD 1'
- b) Invoices 15937; 15938 and 15939 cover the deliveries of delivery note numbers 2823581; 2823582; 2823583; 2823585. The deliveries were made to site 19 of Meyersdal Eco Estate Annexure 'LARD 2'
- c) Invoices 16471 and 16472 cover the deliveries of delivery note numbers 2823605; 2823606; 2823607; 2823608; 2823609; 2823610; 2823611. The deliveries were made to site 19 Meyersdal Eco Estate Annexure 'LARD 3'
- d) Invoices 16473 and 16474 cover deliveries of delivery notes numbers 2823614; 2823617. The deliveries were made at site 19 Meyersdal Eco Estate Annexure 'LARD 4'
- e) Invoices 16475 and 17569 cover the deliveries of delivery notes numbers 2823626; 2823706.

(3)

G.P.S. 01/02

P. 21 (81/143198)

The deliveries were made to 361 Meyersdal Eco Estate (019). Annexure 'LARD 5'

f) Invoice 17343 covers the delivery note 2823697 which was delivered at 18 Meyersdal Eco Estate. Annexure 'LARD 6'

g) Invoice 18131 covers the delivery of delivery note number 2823769 which was delivered to site 18 Meyersdal Eco Estate. Annexure 'LARD 7'

h) Invoices 18663 and 18664 cover the delivery of delivery notes numbers 2823850 and 2823857 and 2823852 and 2823853 and 2823854; 2823856 and 2823858; 2823860; 2823861; 2823863. The deliveries were made at site 19 361 Meyersdal Eco Estate. Annexure 'LARD 8'.

i) Invoices 23300 and 23299 covers the delivery notes 2824332; 2824334; 2824335; 2824336; 2824337; 2824338. The deliveries were made to site 19 Meyersdal Eco Estate (361). Annexure 'LARD 9'

j) Invoice 23362 is only a pump invoice and cannot be linked to a delivery address. The document is included as it has been requested by the Commission. Annexure 'LARD 10'.

k) Invoice 8417 covers delivery note number 2022349 and was delivered to 10 Tom Muller street West Rand Forns. Annexure 'LARD 11'

l) Invoice 19608 is also only a pump invoice and cannot be linked to a delivery address. The document is included as it is requested by the Commission. Annexure 'LARD 12'

(4)

G.P.S. 01/02

P. 21 (81/143198)

(8)

All of the above invoices were paid for by Boseasa Operations (Pty) Ltd. The total amount of the invoices was R221 233.43c.

(9)

I attach the e-mail request received from Mr. A. Nixon of the Commission as per annexure 'LARD 13'.

10

I know and understand the contents of this statement.

I have no objection to taking the prescribed Oath. I consider the prescribed Oath to be binding on my conscience.

Randfontein  
2019-9-12

*Randfontein* ME

ME  
16/9/12

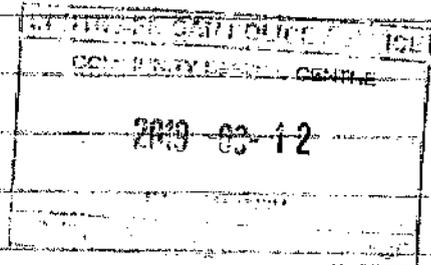
Randfontein 2019-09-12 12:30

~~Ramshapers~~ ~~Stabque~~

Mooch Estate

24 Naugham Road

Randfontein



*ANNEXURE 'LARD 4'*

Wearne Ready Mixed Concrete (Pty) Ltd  
 PO Box 192  
 Randfontein  
 Gauteng  
 1759



Company Reg. No. :2007/029949/07

VAT Reg. No. : 4560247862  
 Telephone: (011) 459 - 4500

**\*BOSASA OPERATIONS (PTY) LTD**  
**PRIVAYE BAG X2002**  
**KRUGERSDORP**  
**1740**

VAT Reg:4070165735

Document Type:	Tax Invoice (Copy)
Invoice Number:	12687
Invoice Date:	28/02/2009
Page:	1
Our Ref:	50010643

BOS002	Customer Order No: BOS
--------	---------------------------

Del Note No.	Qty	Unit Price	Product Value
--------------	-----	------------	---------------

2823212	L516	DO NOT USE INACTIVE MIX - 20 MPa - 70/30 - Normal - 19mm Stone	2031/1/19/28	6.00	785.96	4,715.76
---------	------	---	--------------	------	--------	----------

Total Nett:	4,715.76
Total VAT:	660.21
Total Gross:	5,375.97

Qty This Inv: 6.00

*MS* *D*

Wearne Ready Mixed Concrete (Pty) Ltd  
 PO Box 192  
 Randfontein  
 Gauteng  
 1769



Company Reg. No. :2007/028949/07

VAT Reg. No. : 4560247852  
 Telephone: (011) 458 - 4500

*BOSASA OPERATIONS (PTY) LTD PRIVAYE BAG X2002 KRUGERSDORP 1740  VAT Reg:4070165735	
BOS002	Customer Order No: BOS

Document Type:	Tax Invoice (Copy)
Invoice Number:	12688
Invoice Date:	28/02/2009
Page:	1
Our Ref:	60010556

Del Note No.	Qty	Unit Price	Product Value
--------------	-----	------------	---------------

2823213	L513	DO NOT USE INACTIVE MIX - 20 MPa - 70/30 - Normal - 19mm Stone	2031/1/19/28	6.00	785.96	4,715.76
---------	------	---	--------------	------	--------	----------

Total Nett:	4,715.76
Total VAT:	660.21
Total Gross:	5,375.97

Qty This Inv: 6.00

Wearne Ready Mixed Concrete (Pty) Ltd  
 PO Box 192  
 Raadsfontein  
 Gauteng  
 1769



Company Reg. No. :2007/028949/07

VAT Reg. No. : 4560247862  
 Telephone: (011) 459 - 4500

**\*BOSASA OPERATIONS (PTY) LTD**  
**PRIVAYE BAG X2002**  
**KRUGERSDORP**  
**1740**

VAT Reg:4070165735

Document Type:	Tax Invoice (Copy)
Invoice Number:	12689
Invoice Date:	28/02/2009
Page:	1
Our Ref:	50010574

BOS002	Customer Order No: BOS
--------	---------------------------

Del Note No.	Qty	Unit Price	Product Value
--------------	-----	------------	---------------

2823221	L513 DO NOT USE INACTIVE MIX - 20 MPa - 70/30 - Normal - 19mm Stone	2031/1/19/28	5.00	785.96	3,929.80
2823222	L514 DO NOT USE INACTIVE MIX - 20 MPa - 70/30 - Normal - 19mm Stone	2031/1/19/28	5.00	785.96	3,929.80

Total Nett:	7,859.60
Total VAT:	1,100.34
Total Gross:	8,959.94

Qty This Inv: 10.00



Back

Order View - 110064

Log Off

Order 110064 details

Report generated on 2019/09/04 at 13:12:30

Internal Order 110064  
No:

Quote Ref No: 67001

Order Placed: 2009/02/26

Captured By: Unknown Operator  
[MELINDY]

Customer: BOSASA OPERATIONS  
(PTY) LTD [BOS002]

Customer Order BOS  
No:

Mix Design: Unknown Mix Design  
'2031/1/19' [2031/1/19]

Total Cubes 22m³  
Required:

Required: 2009/02/26 at 08:18:15

Total Cubes 22m³  
Delivered:

C.O.D.: Yes

Price: R653.93/m³

Plant: Roodekop RMX [28]

Transport Zone: Z09

Status: CAN

Remarks:

Final Allowed: No

Concrete Usage: NA

Interval: 30 minutes

Expires: 2009/06/30

Site Address: MEYERSDAL ECHO EST  
[019]

Delivery Note  
Message:

Site Contact:  
Site Tel:

Site Cell:  
Site Fax:

Transactions

Roodekop RMX[28]  
2009/02/26

Trans. No.	Time	Order No	Inv. No.	Customer	Mix Design	Vehicle	Qty
2823222	11:36:27	110064	INV 12689	*BOSASA OPERATIONS (PTY) LTD [BOS002]	Unknown Mix Design '2031/1/19' [2031/1/19]	L514	5m³
2823221	11:07:10	110064	INV 12689	*BOSASA OPERATIONS (PTY) LTD [BOS002]	Unknown Mix Design '2031/1/19' [2031/1/19]	L513	5m³
2823213	08:52:43	110064	INV 12688	*BOSASA OPERATIONS (PTY) LTD [BOS002]	Unknown Mix Design '2031/1/19' [2031/1/19]	L513	6m³
2823212	08:24:40	110064	INV 12687	*BOSASA OPERATIONS (PTY) LTD [BOS002]	Unknown Mix Design '2031/1/19' [2031/1/19]	L516	6m³
4							22m³

Summary for Roodekop RMX[28] Batch Plant	
Transactions:	4
Total Cubes:	22m³

Grand Totals

Transactions:	4
Total Cubes:	22m³

MA D

OptoAfrica-BatchCon™ - WG Wearne RMX

<http://192.168.2.6/batchconrmx/view/BPOrderView.asp?OrderNo...>

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ME 

Wearne Ready Mixed Concrete (Pty) Ltd  
 PO Box 192  
 Randfontein  
 Gauteng  
 1789

Company Reg. No. :2007/029949/07

VAT Reg. No. : 4860247852  
 Telephone: (011) 459 - 4500

*Annexure 'LARD 2'*



*BOSASA OPERATIONS (PTY) LTD PRIVAYE BAG X2002 KRUGERSDORP 1740  VAT Reg:4070165735	
BOS002	Customer Order No: BOS

Document Type:	Tax Invoice (Copy)
Invoice Number:	15937
Invoice Date:	14/04/2009
Page:	1
Our Ref:	50012979

Del Note No.	Qty	Unit Price	Product Value
--------------	-----	------------	---------------

2823581	L513	20Mpa-70/30-Pump-19 mm Stone	2031/3/19/28	5.50	797.96	4,388.79
2823582	L514	20Mpa-70/30-Pump-19 mm Stone	2031/3/19/28	5.50	797.96	4,388.79

Total Nett:	8,777.58
Total VAT:	1,228.86
Total Gross:	10,006.44

Qty This Inv: 11.00

Wearne Ready Mixed Concrete (Pty) Ltd  
 PO Box 192  
 Randfontein  
 Gauteng  
 1759



Company Reg. No. :2007/029949/07

VAT Reg. No. : 4660247852  
 Telephone: (011) 459 - 4500

**\*BOSASA OPERATIONS (PTY) LTD**  
**PRIVAYE BAG X2002**  
**KRUGERSDORP**  
**1740**

VAT Reg:4070165735

Document Type:	Tax Invoice (Copy)
Invoice Number:	15938
Invoice Date:	14/04/2009
Page:	1
Our Ref:	50012990

BOS002	Customer Order No: BOS
--------	---------------------------

Del Note No.	Qty	Unit Price	Product Value
--------------	-----	------------	---------------

2823583	L513	20MPa-70/30-Pump-13. 2mm Stone	2031/3/13/28	5.50	797.96	4,388.79
---------	------	-----------------------------------	--------------	------	--------	----------

Total Nett:	4,388.79
Total VAT:	614.43
Total Gross:	5,003.22

Qty This Inv: 5.50

Wearne Ready Mixed Concrete (Pty) Ltd  
 PO Box 192  
 Randfontein  
 Gauteng  
 1759

Company Reg. No. :2007/020948/07

VAT Reg. No. : 4560247852  
 Telephone: (011) 469 - 4600



*BOSASA OPERATIONS (PTY) LTD PRIVAYE BAG X2002 KRUGERSDORP 1740  VAT Reg:4070165735	
BOS002	Customer Order No: BOS

Document Type:	Tax Invoice (Copy)
Invoice Number:	15939
Invoice Date:	14/04/2009
Page:	1
Our Ref:	50013013

Del Note No.	Qty	Unit Price	Product Value
--------------	-----	------------	---------------

2823585	L514 20MPa-70/30-Pump-13. 2mm Stone	2031/3/13/28	5.00	797.96	3,989.80
---------	--	--------------	------	--------	----------

Total Nett:	3,989.80
Total VAT:	558.57
Total Gross:	4,548.37

Qty This Inv: 5.00

*MS*



Back

Order View - 111237

Log Off

Order 111237 details

Report generated on 2019/09/04 at 13:11:54

Internal Order **111237**  
No:

Quote Ref No: **67957**

Order Placed: **2009/04/06**

Captured By: **Unknown Operator [MELINDY]**

Customer: **BOSASA OPERATIONS (PTY) LTD [BOS002]**

Customer Order **BOS**  
No:

Mix Design: **20 MPa - 70/30 - Pump - 13mm S [2031/3/13]**

Total Cubes **61m³**  
Required:

Required: **2009/04/07 at 15:35:42**

Total Cubes **21.5m³**  
Delivered:

C.O.D.: **Yes**

Price: **R664.93/m³**

Plant: **Roodekop RMX [28]**

Transport Zone: **Z09**

Status: **CAN**

Remarks:

Final Allowed: **No**

Concrete Usage: **NA**

Interval: **180001** minutes

Expires: **2009/06/30**

Site Address: **MEYERSDAL ECHO EST [019]**

Delivery Note  
Message:

Site Contact:

Site Cell:

Site Tel:

Site Fax:

Transactions

Roodekop RMX[28]  
2009/04/07

Trans. No.	Time	Order No	Inv. No.	Customer	Mix Design	Vehicle	Qty
2823585	12:10:32	111237	INV 15939	*BOSASA OPERATIONS (PTY) LTD [BOS002]	20 MPa - 70/30 - Pump - 13mm S [2031/3/13]	L514	5m³
2823583	11:21:00	111237	INV 15938	*BOSASA OPERATIONS (PTY) LTD [BOS002]	20 MPa - 70/30 - Pump - 13mm S [2031/3/13]	L513	5.5m³
2823582	09:36:50	111237	INV 15937	*BOSASA OPERATIONS (PTY) LTD [BOS002]	20 MPa - 70/30 - Pump - 19mm S [2031/3/19]	L514	5.5m³
2823581	09:13:20	111237	INV 15937	*BOSASA OPERATIONS (PTY) LTD [BOS002]	20 MPa - 70/30 - Pump - 19mm S [2031/3/19]	L513	5.5m³
4							21.5m³

Summary for <b>Roodekop RMX[28]</b> Batch Plant	
Transactions:	4
Total Cubes:	21.5m³

Grand Totals

Transactions:	4
Total Cubes:	21.5m³

*Handwritten initials/signature*

Opto Africa BatchCon™ - WG Wearne RMX

<http://192.168.2.6/batchconrmx/view/BPOrderView.asp?OrderNo...>

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ME (L)

*Armature 'LARD 3'*

Wearne Ready Mixed Concrete (Pty) Ltd  
 PO Box 192  
 Randfontein  
 Gauteng  
 1769



Company Reg. No. :2007/028849/07

VAT Reg. No. : 4560247862  
 Telephone: (011) 459 - 4500

*BOSASA OPERATIONS (PTY) LTD PRIVAYE BAG X2002 KRUGERSDORP 1740  VAT Reg:4070165735	
BOS002	Customer Order No: BOS

Document Type:	Tax Invoice (Copy)
Invoice Number:	16471
Invoice Date:	20/04/2009
Page:	1
Our Ref:	50013169

Del Note No.	Qty	Unit Price	Product Value
--------------	-----	------------	---------------

2823605	499	20Mpa-70/30-Pump-19 mm Stone	2031/3/19/28	5.00	797.96	3,989.80
2823606	L549	20Mpa-70/30-Pump-19 mm Stone	2031/3/19/28	8.00	797.96	6,383.68
2823607	L510	20Mpa-70/30-Pump-19 mm Stone	2031/3/19/28	5.00	797.96	3,989.80
2823608	L513	20Mpa-70/30-Pump-19 mm Stone	2031/3/19/28	5.00	797.96	3,989.80

Total Nett:	18,353.08
Total VAT:	2,569.42
Total Gross:	20,922.50

Qty This Inv: 23.00

*ME D*

Wearne Ready Mixed Concrete (Pty) Ltd  
 PO Box 192  
 Randfontein  
 Gauteng  
 1759

Company Reg. No. :2007/029949/07

VAT Reg. No. : 4560247852  
 Telephone: (011) 459 - 4500



**\*BOSASA OPERATIONS (PTY) LTD**  
**PRIVAYE BAG X2002**  
**KRUGERSDORP**  
**1740**

VAT Reg:4070165735

Document Type:	Tax Invoice (Copy)
Invoice Number:	16472
Invoice Date:	20/04/2009
Page:	1
Our Ref:	50013186

BOS002 Customer Order No:  
 BOS

Del Note No.	Qty	Unit Price	Product Value
--------------	-----	------------	---------------

2823809	L549	20Mpa-70/30-Pump-19 mm Stone	2031/3/19/28	8.00	797.96	6,383.68
2823610	L547	20Mpa-70/30-Pump-19 mm Stone	2031/3/19/28	8.00	797.96	6,383.68
2823611	499	20Mpa-70/30-Pump-19 mm Stone	2031/3/19/28	5.00	797.96	3,989.80

Total Nett: 16,757.16

Total VAT: 2,345.99

Qty This inv: 21.00

Total Gross: 19,103.15

ME



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Log Off

Order View - 111317

Order 111317 details

Report generated on 2019/09/04 at 13:10:50

Internal Order 111317

Quote Ref No: 67957

No:

Order Placed: 2009/04/08

Captured By: Unknown Operator  
[MELINDY]

Customer: BOSASA OPERATIONS  
(PTY) LTD [BOS002]

Customer Order BOS  
No:

Mix Design: 20 MPa - 70/30 - Pump -  
19mm S [2031/3/19]

Total Cubes 41.5m³  
Required:

Required: 2009/04/08 at 15:26:08

Total Cubes 44m³  
Delivered:

C.O.D.: Yes

Price: R664.93/m³

Plant: Roodekop RMX [28]

Transport Zone: Z09

Status: CAN

Remarks:

Final Allowed: No

Concrete Usage: NA

Interval: 180001 minutes

Expires: 2009/06/30

Site Address: MEYERSDAL ECHO EST  
[019]

Delivery Note

Message:

Site Contact:

Site Cell:

Site Tel:

Site Fax:

Transactions

Roodekop RMX[28]  
2009/04/09

Trans. No.	Time	Order No	Inv. No.	Customer	Mix Design	Vehicle	Qty
2823611	10:28:16	111317	INV 16472	*BOSASA OPERATIONS (PTY) LTD [BOS002]	20 MPa - 70/30 - Pump - 19mm S [2031/3/19]	499	5m³
2823610	09:16:57	111317	INV 16472	*BOSASA OPERATIONS (PTY) LTD [BOS002]	20 MPa - 70/30 - Pump - 19mm S [2031/3/19]	L547	8m³
2823609	08:39:27	111317	INV 16472	*BOSASA OPERATIONS (PTY) LTD [BOS002]	20 MPa - 70/30 - Pump - 19mm S [2031/3/19]	L549	8m³
2823608	08:24:04	111317	INV 16471	*BOSASA OPERATIONS (PTY) LTD [BOS002]	20 MPa - 70/30 - Pump - 19mm S [2031/3/19]	L513	5m³
2823607	08:12:37	111317	INV 16471	*BOSASA OPERATIONS (PTY) LTD [BOS002]	20 MPa - 70/30 - Pump - 19mm S [2031/3/19]	L510	5m³
2823606	07:49:05	111317	INV 16471	*BOSASA OPERATIONS (PTY) LTD [BOS002]	20 MPa - 70/30 - Pump - 19mm S [2031/3/19]	L549	8m³
2823605	07:28:19	111317	INV 16471	*BOSASA OPERATIONS (PTY) LTD [BOS002]	20 MPa - 70/30 - Pump - 19mm S [2031/3/19]	499	5m³

44m³

ME P

<b>Summary for Roodekop RMX[28] Batch Plant</b>	
Transactions:	<b>7</b>
Total Cubes:	<b>44m<sup>3</sup></b>

**Grand Totals**

Transactions:	<b>7</b>
Total Cubes:	<b>44m<sup>3</sup></b>

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ME P

Wearne Ready Mixed Concrete (Pty) Ltd  
 PO Box 192  
 Randfontein  
 Gauteng  
 1769



Company Reg. No. :2007/026949/07

VAT Reg. No. : 4560247862  
 Telephone: (011) 459 - 4500

*BOSASA OPERATIONS (PTY) LTD PRIVAYE BAG X2002 KRUGERSDORP. 1740  VAT Reg:4070165735	
BOS002	Customer Order No: BOS

Document Type:	Tax Invoice (Copy)
Invoice Number:	16474
Invoice Date:	20/04/2009
Page:	1
Our Ref:	50013225

Del Note No.	Qty	Unit Price	Product Value
--------------	-----	------------	---------------

2823617	L514	20Mpa-70/30-Pump-19 mm Stone	2031/3/19/28	5.00	797.96	3,989.80
---------	------	---------------------------------	--------------	------	--------	----------

Total Nett:	3,989.80
Total VAT:	558.57
Total Gross:	4,548.37

Qty This Inv: 5.00



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Order View - 111331

Log Off

Order 111331 details

Report generated on 2019/09/04 at 13:05:43

Internal Order **111331**  
No:

Quote Ref No: **67957**

Order Placed: **2009/04/09**

Captured By: **Unknown Operator [MELINDY]**

Customer: **BOSASA OPERATIONS (PTY) LTD [BOS002]**

Customer Order **BOS**  
No:

Mix Design: **20 MPa - 70/30 - Pump - 19mm S [2031/3/19]**

Total Cubes **11m³**  
Required:

Required: **2009/04/09 at 10:53:32**

Total Cubes **11m³**  
Delivered:

C.O.D.: **Yes**

Price: **R664.93/m³**

Plant: **Roodekop RMX [28]**

Transport Zone: **Z09**

Status: **CAN**

Remarks:

Final Allowed: **No**

Concrete Usage: **NA**

Interval: **180001** minutes

Expires: **2009/06/30**

Site Address: **MEYERSDAL ECHO EST [019]**

Delivery Note

Site Contact:

Message:

Site Tel:

Site Cell:

Site Fax:

Transactions

Roodekop RMX[28]  
2009/04/14

Trans. No.	Time	Order No	Inv. No.	Customer	Mix Design	Vehicle Qty
2823617	08:39:44	111331	INV 16474	*BOSASA OPERATIONS (PTY) LTD [BOS002]	20 MPa - 70/30 - Pump - 19mm S [2031/3/19]	L514 5m³
1						5m³

2009/04/09

Trans. No.	Time	Order No	Inv. No.	Customer	Mix Design	Vehicle Qty
2823614	10:58:47	111331	INV 16473	*BOSASA OPERATIONS (PTY) LTD [BOS002]	20 MPa - 70/30 - Pump - 19mm S [2031/3/19]	L581 6m³
1						6m³

<b>Summary for Roodekop RMX[28] Batch Plant</b>	
Transactions:	<b>2</b>
Total Cubes:	<b>11m³</b>

Grand Totals

Transactions:	<b>2</b>
Total Cubes:	<b>11m³</b>

Back

ME P

Annexure 'LAND 5'

Wearne Ready Mixed Concrete (Pty) Ltd  
PO Box 192  
Randfontein  
Gauteng  
1759



On spec. On site. On time.

Company Reg. No. :2007/029949/07

VAT Reg. No. : 4560247852  
Telephone: (011) 459 - 4500

\*BOSASA OPERATIONS (PTY) LTD  
PRIVAYE BAG X2002  
KRUGERSDORP  
1740  
  
VAT Reg:4070165735

Document Type:	Tax Invoice (Copy)
Invoice Number:	16476
Invoice Date:	20/04/2009
Page:	1
Our Ref:	50013286

BOS002 Customer Order No:  
BOS

Del Note No.	Qty	Unit Price	Product Value
--------------	-----	------------	---------------

2823626	L514 20Mpa-70/30-Pump-19 mm Stone	2031/3/19/28	5.00	797.96	3,989.80
---------	-----------------------------------	--------------	------	--------	----------

Total Nett:	3,989.80
Total VAT:	558.57
Total Gross:	4,548.37

Qty This Inv: 5.00



Wearne Ready Mixed Concrete (Pty) Ltd  
 PO Box 192  
 Randfontein  
 Gauteng  
 1769



Company Reg. No. :2007/029949/07

VAT Reg. No. : 4680247852  
 Telephone: (011) 459 - 4500

*BOSASA OPERATIONS (PTY) LTD PRIVAYE BAG X2002 KRUGERSDORP 1740	
VAT Reg:4070165735	
BOS002	Customer Order No: BOS

Document Type:	Tax Invoice (Copy)
Invoice Number:	17569
Invoice Date:	30/04/2009
Page:	1
Our Ref:	50013964

Del Note No.	Qty	Unit Price	Product Value
--------------	-----	------------	---------------

2823706	L581	20Mpa-70/30-Pump-19 mm Stone	2031/3/19/28	6.00	785.96	4,715.76
---------	------	---------------------------------	--------------	------	--------	----------

Total Nett: 4,715.76

Total VAT: 660.21

Total Gross: 5,375.97

Qty This Inv: 6.00



Back

Log Off

Order View - 111348

Order 111348 details

Report generated on 2019/09/04 at 13:03:29

Internal Order **111348**  
No:

Quote Ref No: **68047**

Order Placed: **2009/04/14**

Captured By: **Unknown Operator [MELINDY]**

Customer: **BOSASA OPERATIONS (PTY) LTD [BOS002]**

Customer Order **BOS**  
No:

Mix Design: **20 MPa - 70/30 - Pump - 19mm S [2031/3/19]**

Total Cubes **10m³**  
Required:

Required: **2009/04/14 at 09:19:30**

Total Cubes **11m³**  
Delivered:

C.O.D.: **Yes**

Price: **R665.93/m³**

Plant: **Roodekop RMX [28]**

Transport Zone: **Z09**

Status: **CAN**

Remarks:

Final Allowed: **No**

Concrete Usage: **NA**

Interval: **180001** minutes

Expires: **2009/06/30**

Site Address: **361 MEYERSDAL ECHO EST [019]**

Delivery Note

Message:

Site Contact:

Site Cell:

Site Tel:

Site Fax:

Transactions

Roodekop RMX[28]  
2009/04/28

Trans. No.	Time	Order No	Inv. No.	Customer	Mix Design	Vehicle Qty
2823706	10:43:58	111348	INV 17569	*BOSASA OPERATIONS (PTY) LTD [BOS002]	20 MPa - 70/30 - Pump - 19mm S [2031/3/19]	L581 6m³
1						6m³

2009/04/14

Trans. No.	Time	Order No	Inv. No.	Customer	Mix Design	Vehicle Qty
2823626	12:00:04	111348	INV 16475	*BOSASA OPERATIONS (PTY) LTD [BOS002]	20 MPa - 70/30 - Pump - 19mm S [2031/3/19]	L514 5m³
1						5m³

Summary for Roodekop RMX[28] Batch Plant	
Transactions:	2
Total Cubes:	11m³

Grand Totals

Transactions:	2
Total Cubes:	11m³

Back

Weame Ready Mixed Concrete (Pty) Ltd  
 PO Box 192  
 Randfontein  
 Gauteng  
 1759

*Annexure 'LARD 6'*



Company Reg. No. :2007/029949/07

VAT Reg. No. : 4550247862  
 Telephone: (011) 458 - 4500

*BOSASA OPERATIONS (PTY) LTD PRIVAYE BAG X2002 KRUGERSDORP 1740	
VAT Reg:4070165735	
BOS002	Customer Order No: BOS

Document Type:	Tax Invoice (Copy)
Invoice Number:	17343
Invoice Date:	30/04/2009
Page:	1
Our Ref:	50013903

Del Note No.	Qty	Unit Price	Product Value
--------------	-----	------------	---------------

2823697	L510 DO NOT USE INACTIVE MIX - 20 MPa - 70/30 - Normal - 19mm Stone	2031/1/19/28	6.00	785.96	4,715.76
---------	--	--------------	------	--------	----------

Total Nett:	4,715.76
Total VAT:	660.21
Total Gross:	5,375.97

Qty This Inv: 6.00

*MSD*



Back

Order View - 111638

Log Off

Order 111638 details

Report generated on 2019/09/04 at 13:13:25

Internal Order 111638  
No:

Quote Ref No: 68312

Order Placed: 2009/04/23

Captured By: Unknown Operator  
[MELINDY]

Customer: BOSASA OPERATIONS  
(PTY) LTD [BOS002]

Customer Order BOS  
No:

Mix Design: Unknown Mix Design  
'2031/1/19' [2031/1/19]

Total Cubes 6m³  
Required:

Required: 2009/04/24 at 15:26:06

Total Cubes 6m³  
Delivered:

C.O.D.: Yes

Price: R653.93/m³

Plant: Roodekop RMX [28]

Transport Zone: Z09

Status: CAN

Remarks:

Final Allowed: No

Concrete Usage: NA

Interval: 180001 minutes

Expires: 2009/06/30

Site Address: ECHO EST  
MEYERSDAL  
[018]

Delivery Note  
Message:

Site Contact:  
Site Tel:

Site Cell:  
Site Fax:

Transactions

Roodekop RMX[28]  
2009/04/24

Trans. No.	Time	Order No	Inv. No.	Customer	Mix Design	Vehicle Qty
2823697	09:27:00	111638	INV 17343	*BOSASA OPERATIONS (PTY) LTD [BOS002]	Unknown Mix Design '2031/1/19' [2031/1/19]	L510 6m³
1						6m³

Summary for Roodekop RMX[28] Batch Plant	
Transactions:	1
Total Cubes:	6m³

Grand Totals

Transactions:	1
Total Cubes:	6m³

Back

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Handwritten initials/signature

*Ammerum 'LARD' 7*

Wearne Ready Mixed Concrete (Pty) Ltd  
 PO Box 182  
 Randfontein  
 Gauteng  
 1759



Company Reg. No. :2007/029949/07

VAT Reg. No. : 4560247852  
 Telephone: (011) 459 - 4500

**\*BOSASA OPERATIONS (PTY) LTD**  
**PRIVAYE BAG X2002**  
**KRUGERSDORP**  
**1740**

VAT Reg:4070165735

Document Type:	Tax Invoice (Copy)
Invoice Number:	18131
Invoice Date:	13/05/2009
Page:	1
Our Ref:	50014302

BOS002	Customer Order No: BOS
--------	---------------------------

Del Note No.	Qty	Unit Price	Product Value
--------------	-----	------------	---------------

2823769	L510 DO NOT USE INACTIVE MIX - 20 MPa - 70/30 - Normal - 19mm Stone	2031/1/19/28	6.00	785.96	4,715.76
---------	--	--------------	------	--------	----------

Total Nett:	4,715.76
Total VAT:	660.21
Total Gross:	5,375.97

Qty This Inv: 6.00

*MS* *(Signature)*



Back

Order View - 111952

Log Off

Order 111952 details

Report generated on 2019/09/04 at 13:02:37

Internal Order 111952  
No:

Quote Ref No: 68593

Order Placed: 2009/05/06

Captured By: Unknown Operator  
[MELINDY]

Customer: BOSASA OPERATIONS  
(PTY) LTD [BOS002]

Customer Order BOS  
No:

Mix Design: Unknown Mix Design  
'2031/1/19' [2031/1/19]

Total Cubes 6m³  
Required:

Required: 2009/05/06 at 14:54:08

Total Cubes 6m³  
Delivered:

C.O.D.: Yes

Price: R653.93/m³

Plant: Roodekop RMX [28]

Transport Zone: Z09

Status: CAN

Remarks:

Final Allowed: No

Concrete Usage: NA

Interval: 180001 minutes

Expires: 2009/06/30

Site Address: ECHO EST  
MEYERSDAL  
[018]

Delivery Note  
Message:

Site Contact:  
Site Tel:

Site Cell:  
Site Fax:

Transactions

Roodekop RMX[28]  
2009/05/06

Trans. No.	Time	Order No	Inv. No.	Customer	Mix Design	Vehicle Qty
2823769	14:56:14	111952	INV 18131	*BOSASA OPERATIONS (PTY) LTD [BOS002]	Unknown Mix Design '2031/1/19' [2031/1/19]	L510 6m³
1						6m³

Summary for Roodekop RMX[28] Batch Plant	
Transactions:	1
Total Cubes:	6m³

Grand Totals

Transactions:	1
Total Cubes:	6m³

Back

*'Annexure LAMP 8'*

Wearne Ready Mixed Concrete (Pty) Ltd  
 PO Box 192  
 Randfontein  
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 1759



Company Reg. No. :2007029949/07

VAT Reg. No. : 4560247852  
 Telephone: (011) 459 - 4500

**\*BOSASA OPERATIONS (PTY) LTD**  
**PRIVAYE BAG X2002**  
**KRUGERSDORP**  
**1740**

VAT Reg:4070165735

Document Type: Tax Invoice (Copy)

Invoice Number: 18663

Invoice Date: 21/05/2009

Page: 1

Our Ref: 50014774

BOS002 Customer Order No:  
 BOS

Del Note No.				Qty	Unit Price	Product Value
2823850	L513	20Mpa-70/30-Pump-19 mm Stone	2031/3/19/28	6.00	797.96	4,787.76
2823851	L516	20Mpa-70/30-Pump-19 mm Stone	2031/3/19/28	6.00	797.96	4,787.76
2823852	L581	20Mpa-70/30-Pump-19 mm Stone	2031/3/19/28	8.00	797.96	6,383.68
2823853	L514	20Mpa-70/30-Pump-19 mm Stone	2031/3/19/28	6.00	797.96	4,787.76
2823854	L513	20Mpa-70/30-Pump-19 mm Stone	2031/3/19/28	6.00	797.96	4,787.76
2823856	L513	20Mpa-70/30-Pump-19 mm Stone	2031/3/19/28	6.00	797.96	4,787.76
2823858	L581	20Mpa-70/30-Pump-19 mm Stone	2031/3/19/28	8.00	797.96	6,383.68
2823860	L510	20Mpa-70/30-Pump-19 mm Stone	2031/3/19/28	6.00	797.96	4,787.76
2823861	L513	20Mpa-70/30-Pump-19 mm Stone	2031/3/19/28	4.00	797.96	3,191.84
<b>Total Nett:</b>						<b>44,885.76</b>
<b>Total VAT:</b>						<b>6,256.02</b>
<b>Total Gross:</b>						<b>50,941.78</b>

Qty This Inv: 56.00

*MA D*

Wearne Ready Mixed Concrete (Pty) Ltd  
 PO Box 192  
 Randfontein  
 Gauteng  
 1769

Company Reg. No. :2007/029949/07

VAT Reg. No. : 4560247852  
 Telephone: (011) 459 - 4500



**\*BOSASA OPERATIONS (PTY) LTD**  
**PRIVAYE BAG X2002**  
**KRUGERSDORP**  
**1740**

VAT Reg:4070165735

<b>BOS002</b>	Customer Order No: <b>BOS</b>
---------------	----------------------------------

Document Type:	Tax Invoice (Copy)
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Invoice Number:	18664
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Invoice Date:	21/05/2009
---------------	------------

Page:	1
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Our Ref:	50014802
----------	----------

Del Note No.	Qty	Unit Price	Product Value
--------------	-----	------------	---------------

2823863	9.00	797.96	7,181.64
L581 20Mpa-70/30-Pump-19 mm Stone			
2031/3/19/28			

Total Nett:	7,181.64
-------------	----------

Total VAT:	1,005.43
------------	----------

Total Gross:	8,187.07
--------------	----------

Qty This Inv: 9.00



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Order View - **112234**

Log Off

Order **112234** details

Report generated on 2019/09/04 at 13:01:01

Internal Order **112234**  
No:

Quote Ref No: **68853**

Order Placed: **2009/05/14**

Captured By: **Unknown Operator [MELINDY]**

Customer: **BOSASA OPERATIONS (PTY) LTD [BOS002]**

Customer Order **BOS**  
No:

Mix Design: **20 MPa - 70/30 - Pump - 19mm S [2031/3/19]**

Total Cubes **60m³**  
Required:

Required: **2009/05/15 at 15:51:41**

Total Cubes **65m³**  
Delivered:

C.O.D.: **Yes**

Price: **R665.93/m³**

Plant: **Roodekop RMX [28]**

Transport Zone: **Z09**

Status: **CAN**

Remarks:

Final Allowed: **No**

Concrete Usage: **NA**

Interval: **180001** minutes

Expires: **2009/06/30**

Site Address: **361 MEYERSDAL ECHO EST [019]**

Delivery Note

Site Contact:

Message:

Site Tel:

Site Cell:

Site Fax:

Transactions

Roodekop RMX[28]  
2009/05/15

Trans. No.	Time	Order No	Inv. No.	Customer	Mix Design	Vehicle	Qty
2823863	11:28:15	112234	INV 18664	*BOSASA OPERATIONS (PTY) LTD [BOS002]	20 MPa - 70/30 - Pump - 19mm S [2031/3/19]	L581	9m³
2823861	10:40:48	112234	INV 18663	*BOSASA OPERATIONS (PTY) LTD [BOS002]	20 MPa - 70/30 - Pump - 19mm S [2031/3/19]	L513	4m³
2823860	10:22:58	112234	INV 18663	*BOSASA OPERATIONS (PTY) LTD [BOS002]	20 MPa - 70/30 - Pump - 19mm S [2031/3/19]	L510	6m³
2823858	09:42:21	112234	INV 18663	*BOSASA OPERATIONS (PTY) LTD [BOS002]	20 MPa - 70/30 - Pump - 19mm S [2031/3/19]	L581	8m³
2823856	09:10:28	112234	INV 18663	*BOSASA OPERATIONS (PTY) LTD [BOS002]	20 MPa - 70/30 - Pump - 19mm S [2031/3/19]	L513	6m³
2823854	08:34:12	112234	INV 18663	*BOSASA OPERATIONS (PTY) LTD [BOS002]	20 MPa - 70/30 - Pump - 19mm S [2031/3/19]	L513	6m³
2823853	08:15:25	112234	INV 18663	*BOSASA OPERATIONS (PTY) LTD [BOS002]	20 MPa - 70/30 - Pump - 19mm S [2031/3/19]	L514	6m³

*ME*

2823852	07:57:47	112234	INV 18663	*BOSASA OPERATIONS (PTY) LTD [BOS002]	20 MPa - 70/30 - Pump - 19mm S [2031/3/19]	L581	8m³
2823851	07:42:38	112234	INV 18663	*BOSASA OPERATIONS (PTY) LTD [BOS002]	20 MPa - 70/30 - Pump - 19mm S [2031/3/19]	L516	6m³
2823850	07:24:24	112234	INV 18663	*BOSASA OPERATIONS (PTY) LTD [BOS002]	20 MPa - 70/30 - Pump - 19mm S [2031/3/19]	L513	6m³
10							65m³

<b>Summary for Roodekop RMX[28] Batch Plant</b>	
Transactions:	<b>10</b>
Total Cubes:	<b>65m³</b>

<b>Grand Totals</b>	
Transactions:	<b>10</b>
Total Cubes:	<b>65m³</b>

Back

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Wearne Ready Mixed Concrete (Pty) Ltd  
 PO Box 192  
 Randfontein  
 Gauteng  
 1759

*Amesur 'LATJ 9'*



Company Reg. No. :2007/029948/07

VAT Reg. No. : 4660247852  
 Telephone: (011) 459 - 4500

**\*BOSASA OPERATIONS (PTY) LTD**  
**PRIVAYE BAG X2002**  
**KRUGERSDORP**  
**1740**

VAT Reg:4070165735

Document Type:	Tax Invoice (Copy)
Invoice Number:	23299
Invoice Date:	22/07/2009
Page:	1
Our Ref:	50018480

BOS002 Customer Order No:  
 29998

Del Note No.	Qty	Unit Price	Product Value
--------------	-----	------------	---------------

2824332	453	25 MPa - 70/30 - Pump Mix - 22mm Stone	2531/3/22/28	6.00	818.14	4,908.84
2824334	481	25 MPa - 70/30 - Pump Mix - 22mm Stone	2531/3/22/28	6.00	818.14	4,908.84
2824335	L514	25 MPa - 70/30 - Pump Mix - 22mm Stone	2531/3/22/28	6.00	818.14	4,908.84

Total Nett:	14,726.52
Total VAT:	2,061.72
Total Gross:	16,788.24

Qty This Inv: 18.00

*MS D*

Wearne Ready Mixed Concrete (Pty) Ltd  
 PO Box 192  
 Randfontein  
 Gauteng  
 1759



Company Reg. No. :2007/029949/07

VAT Reg. No. : 4660247862  
 Telephone: (011) 459 - 4500

**\*BOSASA OPERATIONS (PTY) LTD**  
**PRIVAYE BAG X2002**  
**KRUGERSDORP**  
**1740**

VAT Reg:4070165735

Document Type:	Tax Invoice (Copy)
Invoice Number:	23300
Invoice Date:	22/07/2009
Page:	1
Our Ref:	50018528

BOS002	Customer Order No: 29998
--------	-----------------------------

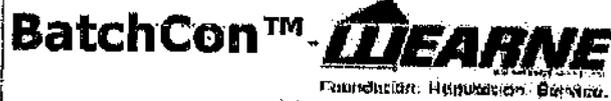
Del Note No.	Qty	Unit Price	Product Value
--------------	-----	------------	---------------

2824336	L665	25 MPa - 70/30 - Pump Mix - 22mm Stone	2531/3/22/28	8.00	818.14	6,545.12
2824337	L513	25 MPa - 70/30 - Pump Mix - 22mm Stone	2531/3/22/28	6.00	818.14	4,908.84
2824338	L549	25 MPa - 70/30 - Pump Mix - 22mm Stone	2531/3/22/28	8.00	818.14	6,545.12

Total Nett:	17,999.08
Total VAT:	2,519.86
Total Gross:	20,518.94

Qty This Inv: 22.00

D



Back

Order View - 113916

Log Off

Order 113916 details

Report generated on 2019/09/04 at 12:58:55

Internal Order 113916  
No:

Quote Ref No: 70316

Order Placed: 2009/07/09

Captured By: Unknown Operator  
[HEATHER]

Customer: BOSASA OPERATIONS  
(PTY) LTD [BOS002]

Customer Order 29998  
No:

Mix Design: 25 MPa - 70/30 - Normal -  
22mm [2531/3/22]

Total Cubes 48m³  
Required:

Required: 2009/07/10 at 16:18:39

Total Cubes 40m³  
Delivered:

C.O.D.: No

Price: R686.11/m³

Plant: Roodekop RMX [28]

Transport Zone: Z09

Status: CAN

Remarks:

Final Allowed: No

Concrete Usage: NA

Interval: 180001 minutes

Expires: 2009/12/31

Site Address: 361 MEYERSDAL ECHO EST  
[019]

Delivery Note

Site Contact:

Message:

Site Tel:

Site Cell:

Site Fax:

Transactions

Roodekop RMX[28]  
2009/07/10

Trans. No.	Time	Order No	Inv. No.	Customer	Mix Design	Vehicle	Qty
2824338	09:47:58	113916	INV 23300	*BOSASA OPERATIONS (PTY) LTD [BOS002]	25 MPa - 70/30 - Normal - 22mm [2531/3/22]	L549	8m³
2824337	09:22:07	113916	INV 23300	*BOSASA OPERATIONS (PTY) LTD [BOS002]	25 MPa - 70/30 - Normal - 22mm [2531/3/22]	L513	6m³
2824336	09:06:21	113916	INV 23300	*BOSASA OPERATIONS (PTY) LTD [BOS002]	25 MPa - 70/30 - Normal - 22mm [2531/3/22]	L665	8m³
2824335	08:58:22	113916	INV 23299	*BOSASA OPERATIONS (PTY) LTD [BOS002]	25 MPa - 70/30 - Normal - 22mm [2531/3/22]	L514	6m³
2824334	08:42:49	113916	INV 23299	*BOSASA OPERATIONS (PTY) LTD [BOS002]	25 MPa - 70/30 - Normal - 22mm [2531/3/22]	481	6m³
2824332	07:14:52	113916	INV 23299	*BOSASA OPERATIONS (PTY) LTD [BOS002]	25 MPa - 70/30 - Normal - 22mm [2531/3/22]	453	6m³

40m³

Summary for Roodekop RMX[28] Batch Plant	
Transactions:	6
Total Cubes:	40m³

**Grand Totals**

Transactions:	6
Total Cubes:	40m <sup>3</sup>

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 PO Box 192  
 Randfontein  
 Gauteng  
 1759

*Annexure 'LARD 10'*



Company Reg. No. :2007/029949/07

VAT Reg. No. : 4580247852  
 Telephone: (011) 458 - 4500

*BOSABA OPERATIONS (PTY) LTD PRIVAYE BAG X2002 KRUGERSDORP 1740  VAT Reg:4070165735	
BOS002	Customer Order No: T NO 029998

Document Type:	Tax Invoice (Copy)
Invoice Number:	23362
Invoice Date:	22/07/2009
Page:	1
Our Ref:	9228

Del Note No.	Qty	Unit Price	Product Value
--------------	-----	------------	---------------

6229	605	SITE ESTABLISHMENT	702525	0.00	0.00	3,000.00
6229/1	605	40m3 PUMPED @ R27-00/m3	702625	0.00	0.00	1,080.00

INTERNAL PUMP

Total Nett: 4,080.00

Total VAT: 571.20

Total Gross: 4,651.20

Qty This Inv: 0.00

Annexure 'LARD 13'

Wearne Ready Mixed Concrete (Pty) Ltd  
 PO Box 192  
 Randfontein  
 Gauteng  
 1759



Company Reg. No. :2007/029949/07

VAT Reg. No. : 4560247852  
 Telephone: (011) 459 - 4600

BOSASA PRIVATE BAG 2002 KRUGERSDORP 1740  VAT Reg:4070165735	
---	--

Document Type:	Tax Invoice (Copy)
Invoice Number:	8417
Invoice Date:	11/12/2008
Page:	1
Our Ref:	50007122

BOS005	Customer Order No: COD
--------	---------------------------

Del Note No.	Qty	Unit Price	Product Value
--------------	-----	------------	---------------

2022349	T195	DO NOT USE INACTIVE MIX - 15 MPa - 70/30 - Normal - 19mm Stone	1531/1/19/20	6.00	694.04	4,164.24
---------	------	---	--------------	------	--------	----------

Total Nett:	4,164.24
Total VAT:	582.99
Total Gross:	4,747.23

Qty This Inv: 6.00

me D



Back

Order View - 108286

Log Off

Order 108286 details

Report generated on 2019/09/04 at 12:46:23

Internal Order 108286  
No:

Quote Ref No: 65444

Order Placed: 2008/12/03

Captured By: Unknown Operator  
[LANA]

Customer: BOSASA \*\*COD 20\*\*  
[BOS005]

Customer Order COD  
No:

Mix Design: Unknown Mix Design  
'1531/1/19' [1531/1/19]

Total Cubes 6m³  
Required:

Required: 2008/12/03 at 11:35:51

Total Cubes 6m³  
Delivered:

C.O.D.: Yes

Price: R551.68/m³

Plant: Randfontein RMX [20]

Transport Zone: Z16

Status: CAN

Remarks:

Final Allowed: No

Concrete Usage: NA

Interval: 30 minutes

Expires: 2008/12/31

Site Address: 10 TOM MULLER STRAAT  
WEST RAND KONS

Delivery Note  
Message:

X  
X  
X  
[200]

Site Contact:  
Site Tel:

Site Cell:  
Site Fax:

Transactions

Randfontein RMX[20]  
2008/12/03

Trans. No.	Time	Order No	Inv. No.	Customer	Mix Design	Vehicle	Qty
2022349	12:20:51	108286	INV 8417	BOSASA [BOS005]	Unknown Mix Design '1531/1/19' [1531/1/19]	T195	6m³
1							6m³

Summary for Randfontein RMX[20] Batch Plant	
Transactions:	1
Total Cubes:	6m³

Grand Totals

Transactions:	1
Total Cubes:	6m³

Back

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D ME

Weame Ready Mixed Concrete (Pty) Ltd  
 PO Box 192  
 Randfontein  
 Gauteng  
 1769

Company Reg. No. :2007/028948/07

VAT Reg. No. : 4560247852  
 Telephone: (011) 459 - 4500



*BOSASA OPERATIONS (PTY) LTD PRIVAYE BAG X2002 KRUGERSDORP 1740  VAT Reg:4070165736	
BOS002	Customer Order No: 112234

Document Type:	Tax Invoice (Copy)
Invoice Number:	19608
Invoice Date:	30/05/2009
Page:	1
Our Ref:	8226

Del Note No.		Qty	Unit Price	Product Value
--------------	--	-----	------------	---------------

6113	SITE ESTABLISHMENT	702025	0.00	3,000.00
6113/1	65m3 PUMPED @ R27-00/m3	702025	0.00	1,755.00

EXTERNAL PUMP EP 392 PLANT 28

Total Nett:	4,755.00
Total VAT:	665.70
Total Gross:	5,420.70

Qty This Inv: 0.00

AA-KW-283

*Ammerwú*

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

**(HELD AT JOHANNESBURG)**

In re the evidence of: -

**KEVIN WAKEFORD**

Evidence giver

In re the allegations of: -

**ANGELO AGRIZZI**

Evidence giver

**FRANS HENDRIK STEYN VORSTER**

Evidence giver

---

**EVIDENCE AFFIDAVIT**

---

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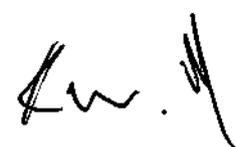
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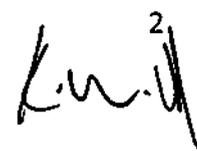
I, the undersigned,

**KEVIN PETER EDWIN WAKEFORD**

do hereby make oath and state that: -

**DEPONENT**

1. I am an adult male businessman who has been wrongfully and maliciously implicated in the above Commission. I am duly represented in these proceedings by Attorneys Maphalla Mokate Conradie.
2. The facts and allegations herein contained are within my personal knowledge, save as stated or appears otherwise, and are to the best of my belief both true and correct.
3. Where I rely on statements made by others and information contained in documents I do so in the reasonable belief that same are true and correct.
4. I have deposed to affidavits in my application (launched in February 2019) in terms of rule 3.3.6 (read together with rules 3.4, 3.6, 3.7 and 3.8) of the



Commission for *inter alia* leave to give evidence before the Commission and to cross-examine these two witnesses, pursuant to which an order was granted by the Chairman in October 2019 (annexed marked at “EA1”).

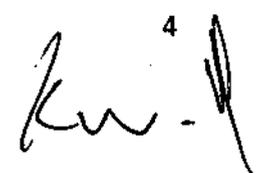
## INTRODUCTION

5. Two previous witnesses to this Commission, namely Angelo Agrizzi (“**Agrizzi**”) and Frans Hendrik Steyn Vorster (“**Vorster**”), have in statements made to the Commission and to a far lesser degree in their oral evidence presented to the Commission, purported to implicate me in the business of the Commission in its investigation into the affairs of Bosasa (Pty) Ltd now known as African Global Operations (Pty) Ltd (“**Bosasa**”), Gavin Watson (“**Watson**”) and others.
6. The allegations made against me are false and malicious and scant, vague, and unsubstantiated.
7. I give my evidence to demonstrate this and vindicate my denial. I also explain the true reasons and motivation of Agrizzi and Vorster to deliberately fabricate evidence to deceive the Commission.
8. Whatever the reason motivated the Chairman to not afford me my right in terms of Rule 3.3 of the Commission, which was supposed to protect my fundamental human rights, the reality is that they were severely violated and I was severely prejudiced because of the noncompliance with Rule 3.3.
9. I have been forced to approach the Press Ombudsman against Sunday Times and against New Frame, which were both found guilty of Tier 2 offences in their

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reporting on me and ordered to apologise to me.

10. Agrizzi was informed by Mr Alan Nixon on 17 August 2020 of Regulations 11(3) and 12(2)(c) governing the Commission, which make it a criminal offence for anyone to disseminate or publish, without the written permission of the Chairperson, any document (which includes witnesses' statements and documents) submitted to the Commission by any person in connection with the Commission's inquiry.
11. In spite of this, Agrizzi sent confidential Commission documentation to my colleague, Lord Peter Hain, on 23 March 2021 on his publicly available email address [peter.hain@parliament.uk](mailto:peter.hain@parliament.uk), which Lord Hain swiftly informed me of.
12. The following day, on 24 March 2021, the Commission was informed of Agrizzi's criminal offence, however I have yet to be informed by Commission of any action that has been taken in response to Agrizzi's conduct
13. Notwithstanding all of this including the leaking of Agrizzi's statement to the media and my desperate need to defend myself in the court of public opinion as a result of the prejudice I have suffered, I have refrained from doing so, save to deny the allegations.
14. I have authorised only three media releases since I learned of the allegations against me, namely that released on or about 23 January 2019 a copy of which is annexed marked at "EA3", that released on or about Monday 28 January 2019 a copy of which is annexed marked at "EA5" and that released by Armscor on 15 February 2019 a copy of which is annexed marked at "EA7".

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15. The purpose of the first two media releases was a necessary response to requests from the media to comment, and to commit myself at the earliest opportunity to defend my name and reputation and to submit myself to the scrutiny of the Commission. The purpose of the third media statement was for the benefit of Armscor and the defence sector.
16. My attorneys and I have fully cooperated with the Commission, even in the face of non-response to repeated correspondence asking for documentation, only some of which was furnished to me last week Thursday 29 April 2021.
17. I have furnished the Commission with all documents it has sought from me which I have under my control, and I have received certain documents from the Commission. I will be referring to some of these below.
18. I proceed as follows:
  - 18.1. I first make a clear and unequivocal denial under oath;
  - 18.2. I then in a prologue, contextualise how I was implicated in this enquiry;
  - 18.3. I then deal with my relationships with Gavin Watson and Agrizzi respectively;
  - 18.4. I then deal with my position as CEO of Armscor and relevant political machinations;
  - 18.5. I next deal with the question of WHY? Why Agrizzi would implicate me as he has. In other words Agrizzi's motivation;

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- 18.6. I make submissions on the allegations in relation to the Commissions mandate;
- 18.7. I then demonstrate that Agrizzi and Vorster's evidence is not reliable by dealing ad seriatim with their implicating paragraphs;
- 18.8. I penultimately make short submissions; and
- 18.9. I Lastly conclude with personal remarks.

### **DENIAL**

19. I have considered the relevant portions of the affidavits deposed to by Agrizzi and Vorster, as well as their oral evidence before the Commission. In both instances the witnesses have made false, malicious, scant, vague, and unsubstantiated allegations. I say it has been deliberately crafted and given to deceive the Commission.
20. I unequivocally deny these allegations made by these witnesses seeking to implicate me in corruption and fraud in relation to Bosasa and the Department of Home Affairs, SARS, or any other organ of state. They are blatantly malicious and calculated to deceive.
21. Agrizzi and Vorster's evidence against me is false and is challenged, it is demonstrably and, on its face, not reliable and should never have been allowed to be given without proper investigation and hearing me first. My constitutional and related rights have been violated from even before the evidence was led.

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## PROLOGUE

22. Highly relevant to my evidence is the manner, which has severely prejudiced and damaged me, in which Agrizzi and Vorster's evidence was led before this Commission.

23. Commission investigator Frank Dutton in his affidavit to the Commission, and recited by Advocate Pretorius to the Commission on 16 January 2019, says on page 2 of his affidavit (annexed marked at "EA8"):

*"Since September 2018 I have met and interviewed Mr Agrizzi on numerous occasions."*

24. Agrizzi commenced giving his evidence on 16 January 2019.

25. That means the Commission had four months in which to comply with its own Rule 3.3.

26. Rule 3.3 of the Rules Governing the Commission was included to protect individuals against fabricated, exaggerated, or distorted evidence. To afford an implicated person the right to make representations to the Commission **before** such evidence is lead, given particularly, that allegations are heard on live television, and have profoundly serious ramifications for implicated persons.

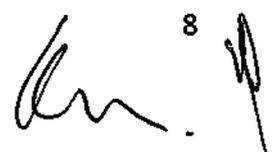
27. The Commission allowed Agrizzi and Vorster to give implicative evidence in respect of numerous persons without compliance with the Commissions Rule 3.3.

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28. In persuading the Chairman to allow Agrizzi and Vorster to give evidence without compliance with the Commissions Rule 3.3, Advocate Pretorius noted and accepted on the first day of Agrizzi's evidence on 16 January 2019 that the veracity of Agrizzi's evidence had not been tested by the Commission as yet, stating:

*"The evidence could, in theory at least, be entirely fabricated. It could be exaggerated or distorted. It could be motivated by improper motives or it could be reliable and true and correct in part, material part or as a whole."* (See Commission record annexed marked at "EA9")

29. On or about 20 January 2019, I read an unsigned copy of Agrizzi's statement to the Commission on social media (WhatsApp), in which Agrizzi implicated me in alleged corrupt activities concerning Bosasa. I verily believe this was leaked by Agrizzi.
30. On the same day, 20 January 2019, my attorneys addressed a letter to the secretariat of the Commission alerting the Commission's legal team to the non-compliance with Rule 3.3.
31. On 22 January 2019, my attorneys received a letter from Mabunda Inc. (the then attorneys of record for the Commission) containing a defective Notice in terms of Rule 3.3. in respect of Agrizzi's evidence. My legal representatives immediately alerted the Commission to the error and an amended Rule 3.3 Notice was emailed to my attorney on Wednesday 23 January 2019.
32. My attorneys sat in the Commission on my behalf from Monday 21 January

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- 2019 until Thursday 28 January 2019 when Agrizzi gave oral evidence purporting to implicate me.
33. Regarding Vorster's evidence, Agrizzi testified that Vorster would testify further in relation to certain of his evidence relating to me (annexed marked at "EA10").
34. On 30 January 2019, my attorney received a response from Mabunda Inc. informing *inter alia* that Vorster was currently testifying at the Commission. On 25 January 2019 already, my attorneys had addressed a letter to Mabunda Inc. requesting *inter alia* a copy of Vorster's affidavit.
35. So in the result I was not advised in terms of Rule 3.3 in relation to Vorster either, and my attorneys could not be in attendance for Vorster's evidence on 30 January 2019 when Vorster attempted to shore up Agrizzi's evidence.
36. It was only on 6 February 2019 that I was furnished with a copy of Vorster's affidavit per email by the Commission.
37. Agrizzi was afforded a national platform to defame me in January 2019.
38. On 7 February 2019, my attorneys notified the Commission that I intended making an application to the Commission in terms of Rule 3.3.6 in relation to Agrizzi. It was also pointed out that I had not been furnished with a Rule 3.3 Notice in respect of Vorster but had nonetheless been implicated in the live testimony of Vorster and intended making application in terms of Rule 3.3.6 in respect of Vorster too.

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39. My attorneys and counsel finalised my application by 25 February 2019.
40. It was a mammoth task to prepare my application having regard to documents, records and bank statements dating as far back as 10 years.
- 40.1. I immediately took special leave of my employment (which was wrongly seized upon by the media as me having to step down) to make time to commence assembling my evidence and defence. I took a total of three weeks special leave.
- 40.2. I had to reacquaint myself with relevant documentation in my personal archives in addition to identifying other sources for records and information. This included banking and accounting records and Bosasa records where possible.
- 40.3. My business banker informed me that the bank keeps historical records for a period of 5 years only. However, I was able to obtain bank statements for the last 10 years.
- 40.4. My accountant during the period to which the false allegations relate, passed away during 2015. This made it even more difficult to obtain records and documentation.
- 40.5. I procured the services of an independent accountant, sent the information required by my attorneys to finalise my statement.
- 40.6. My attorney wrote to Bosasa which provided the WG Wearne and RTC

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records I put up.

41. The consequences for implicated persons, and indeed myself, of having their names and characters defamed in the most public of forums by Agrizzi, without the immediate right to challenge and test the veracity to these allegations before they are published or at least in the same public forum, have been dire.
42. It is my view that this Commission has been weaponised by some in much the way that the Salem witch trials were, where people were found guilty based merely on unsubstantiated allegations, and subsequently executed in public.
43. On 16 January 2019 Advocate Pretorius further stated (annexed marked at "EA11"):  
  
*"The issues that we have considered, as I have said, weighing up the public interest, the duties of the Commission, its transparent nature, the rights of the public to know what is happening and the evidence to be given as against the right to prior notice. The right to defend, the right to cross-examine, the right to put up contrary versions is merely delayed, it is not removed."*
44. However, it appears that no regard was had for the consequences that Agrizzi's allegations would have for me being implicated on untested, scant, vague and unsubstantiated allegations.
45. Advocate Pretorius' claimed on numerous occasions on 16 January 2019, that Agrizzi's evidence should be heard as it was a matter of "*public interest*".

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46. However, the Constitutional Court ruled in its judgment of 28 January 2021 (annexed marked at “EA13”), in Secretary of the Judicial Commission of Inquiry into Allegations of State Capture, Corruption and Fraud in the Public Sector including Organs of State v Zuma (CCT 295/20 [2021] ZACC 2), that it is not sufficient that a matter be of “*public interest*” to limit a person’s fundamental freedoms and rights, but that it should be of “*public concern*”, stating:

*“[15] It cannot be gainsaid that the Commissions Act authorises serious limitations of fundamental freedoms and rights guaranteed by the Bill of Rights. To mitigate the intrusion upon individual rights, the Act restricts its application to a commission established “for the purpose of investigating a matter of public concern” ...*

*[18] In the context of the Commissions Act, a matter is of public concern if it evokes public anxiety or worry and interest. The presence of one or the other of these features does not constitute public concern. With the help of a dictionary meaning, this Court in SARFU III stated:*

*“The Oxford English Dictionary defines the term ‘concern’ as ‘anxiety or worry; or matter of interest or importance to one’. The first meaning given is the meaning of ‘worry or anxiety’. The second meaning is a matter of interest or importance. In our view, ‘public concern’, as it is used in the Commissions Act, should be interpreted in a way which involves both the notion of ‘anxiety’ and ‘interest’. A matter of public concern is, therefore, not a matter in which the public merely has an interest, it is a matter about which the public is also concerned. ‘Public concern’ in this context is therefore a more*

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**restricted notion than that of public interest.**”

47. It was impossible for Advocate Pretorius to motivate that Agrizzi’s evidence was of “public concern”, and therefore a matter about which the public had sufficient worry or anxiety, when Agrizzi’s evidence only became known to the public through the Commission itself, and Agrizzi’s giving of evidence before it.
48. The Commission, therefore, as it pertains to Agrizzi, was not investigating a matter of public concern, but rather it was the Commission itself that created the public concern, defying the Commissions Act which “*restricts its application to a commission established for the purpose of investigating a matter of public concern*”.
49. On the 16<sup>th</sup> of January 2019 Advocate Pretorius, regarding implicated persons, also stated (annexed marked at “EA11”):
- “they have rights in terms of Rule 3.5 to approach (the Chairman) for an order to cure any prejudice that may have been suffered, and each implicated party will be notified of those rights.”*
50. Only 28 months later are my responses being heard by this Commission. With all due respect to Advocate Pretorius, there is no order that the Chairman can make that can cure the prejudice already suffered by me.
51. The Commission had no true regard to the delaying of my right to test the allegations of Agrizzi for 28 months. This has had the same effect as to remove this right. Justice delayed is justice denied.

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**MY RELATIONSHIP WITH GAVIN WATSON ("WATSON")**

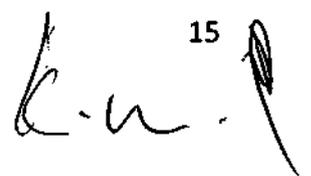
52. My primary relationships have been with Ronnie and Valence Watson.
53. I met the 'Watson family' in the mid 1980's as a student at the University of Port Elizabeth (now NMU). I was recruited by the Institute for a Democratic Alternative for South Africa (IDASA), which the Watson family had helped generate ANC underground support for in the region. It was during this period that I was recruited by the Watson family into the ANC underground structures and deployed within the then Democratic Party as part of the ANC's counter-intelligence efforts.
54. During the period 1999 to 2002 I was the CEO of the South African Chamber of Business ("**SACOB**") during which I blew the whistle regarding the manipulation of the South African Rand which led to the so called "**Rand Commission of Enquiry**" under then Judge John Myburgh.
55. After my testimony at the Rand Commission as a whistle-blower it was the view of the business community at large, as articulated by FNB economist Cees Bruggemans, that I had made myself unemployable by corporate South Africa. This is the usual experience of a whistle-blower, a term that has been used too liberally by some self-proclaimed "whistle-blowers" at this Commission. As such I turned to working as an independent business consultant.
56. In 2006, in an agreement with Watson and Bosasa, I secured a consultancy retainer with the group in the amount of R50,000 (plus VAT) per month, to provide on-going consultancy services, including analysing the broader political

economy nationally and internationally and analysing the ongoing strengths, weaknesses, opportunities and threats in the business context of the group.

57. Watson's value system had always been to bring about political change and create a racially inclusive economy in South Africa, and with this perspective in mind I provided consulting services to Bosasa; an organisation that had impressed me in terms of its: accreditations, balance score cards (showing level and depth of economic transformation), broad based black economic empowerment (BBBEE) credentials, staff discipline, work ethos, staff countenance and morale.
58. Bosasa was a truly transformed and competitive organisation. It was majority: black owned, black managed and black staffed. I was proud to be of service to it.
59. In April 2015 I terminated all consultancies, to accept the full-time position of Chief Executive Officer of the Armaments Corporation of South Africa SOC Limited ("**Armcor**") at Pretoria, where I served from 1 May 2015 to 30 April 2019.

#### **MY RELATIONSHIP WITH AGRIZZI**

60. My relationship with Agrizzi was tenuous and unproductive from the very start. My appointment had been suggested by Watson directly, due to his personal experience with me, which I believe angered Agrizzi as he saw anyone who had a direct relationship with Watson as a threat to Agrizzi's own relationship with Watson, and control of the business.

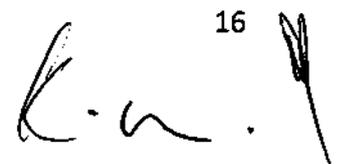
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61. Sometime after meeting Agrizzi, I expressed to Watson my concerns about Agrizzi's character and attitude. Bosasa was a growing Black Economic Empowerment business which could become a benchmark for how black economic empowerment principles could be successfully implemented. Agrizzi on the other hand, appeared to view economic inclusion and Afrocentricity as a burden rather than a necessity.
62. During my tenure as a consultant to Bosasa, I spoke at a staff conference at the Silver Star Casino Conference Centre on good governance and my experiences at the Rand Commission. After my presentation Agrizzi commented to me that I was naive and far too idealistic about African leadership. This confirmed my perception of Agrizzi to be a racist with no confidence in black management or leadership, in spite of him trying to portray himself as otherwise to Watson and the board of directors at the time.
63. Agrizzi specifically stating to Chairman on 29 January 2019 in his oral evidence (annexed marked at "EA15"):

*"Chair, I am a racist"*

64. Strangely enough, Agrizzi in his affidavit to the Commission of 8 April 2019 denied my claims as to his racism, and attempted to reposition himself as a pillar of strength in black economic empowerment, stating:

*"I was one of the persons who implemented and managed a diverse multicultural balance of competent black management and staff in my role at Bosasa". (See paragraph 36.1 in annexure "EA16"); and*

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*"I in fact not only assisted in black management and leadership but I devoted many years in not only training but assisting the competent individuals that were employed." (See paragraph 37.1 in annexure "EA17")*

65. On 2 September 2018 however, City Press had published a 23-minute recording of Agrizzi on their website, the authenticity of which they had verified. Short excerpts of this recording were played during Agrizzi's evidence before the Commission.
66. Agrizzi attempted to suggest that the excerpts of the recording were not indicative of the whole recording, which Advocate Pretorius said was not in the possession of the Commission at the time. I therefore provided a transcription of the full 23-minute recording (annexed at "EA18") and tender providing the Commission with the authenticated recording itself.
67. In the recording, which was made of Agrizzi at his home on 24 August 2018, he said, *"they steal, they loot, they rape, they destroy"* (annexed at "EA20") in reference to the black community collectively.
68. Agrizzi then referenced a friend of his, Romano, saying that he was *"not a racist, he's a realist"* for his view on black economic empowerment, that he would not *"let a bloody k\*\*\*\*\* run"* his business (annexed at "EA21"). This confirmed Agrizzi's own view on black economic empowerment.
69. This is in stark contrast to what Agrizzi said at the Commission on 16 January 2019, where Agrizzi said that (annexed at "EA37");

*"the country was changing for the better, and we saw that BEE credentials played a major role".*

70. In the same recording of Agrizzi on 24 August 2018, Agrizzi:

70.1. referred to the black directors of Bosasa as monkeys by referring to black director Trevor Mathenjwa as his pet monkey, Romeo (annexed at "EA34");

70.2. referred to the black directors of Bosasa as *"dysfunctional"* (annexed at "EA29");

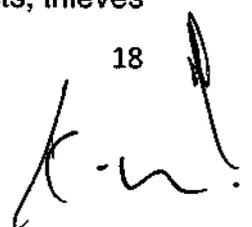
70.3. stated, *"I will personally go into that company, with or without permission, and I will f\*\*\* each of those k\*\*\*\*\*s out there"* referring to the black directors of the company (annexed at "EA30");

70.4. stated, *"that k\*\*\*\*\*r needs a good hiding"*, referring to respected attorney Peter Tshiseve (annexed at "EA32"); and

70.5. stated, *"I'll tell each one of those k\*\*\*\*\*s where to get off"* once again referring to the black directors of the company (annexed at "EA35").

70.6. Stated that the black directors of the company were *"not competent"* (annexed at "EA32").

71. It is clearly a lie by Agrizzi to suggest to the Commission in his representations to it on 8 April 2019, that he is not a racist, and that his belief is that these very same people he referred to as; monkeys, dysfunctional, and as rapists, thieves



and looters, are suddenly: *"a competent black management and staff in his view, and that he "in fact worked very well and had a good relationship with the black directorate. (see paragraph 49.2 of Agrizzi's affidavit of 8 April 2019, annexed marked "EA38")*

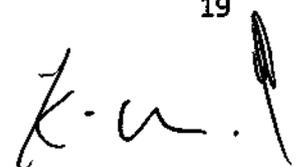
72. Indeed, there could be no greater proof of Agrizzi perjuring himself in his affidavit to the Commission of 8 April 2019 by denying my claims as to his racism, than Agrizzi specifically stating to Chairman on 29 January 2019 in his oral evidence;

*"Chair, I am a racist"*

73. Given my views on Agrizzi, and our antagonistic relationship, Agrizzi marginalised me in terms of the company's activities. Agrizzi had an unhealthy obsession with Watson. He established himself as the *de facto* CEO of Bosasa, and demanded that all requests and communications go through him personally.

74. In this regard I have annexed proof demonstrating that even Watson's email account was controlled by Agrizzi. Responses from Watson's email account were in fact responses from Agrizzi. Agrizzi would boldly inform people that all emails for Watson actually came to himself, and there was no purpose in emailing Watson at all. (annexed marked at "EA39" are emails demonstrating the aforementioned)

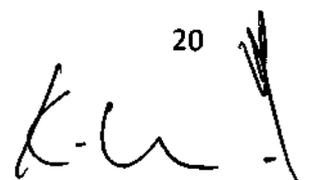
75. These emails also demonstrate that Agrizzi once more lied in his affidavit to the Commission on 8 April 2019 where he said in paragraph 43.1 (see annexure



**“EA43”**):

*“I deny that I controlled Gavin Watson's email account and the only emails that I received from Kevin Wakeford I have given examples of same which have been attached hereto.”*

76. Effectively Agrizzi built a moat of institutional control around Watson's activities. As Chief of Operations, Agrizzi was empowered with operational autonomy and control over Bosasa's activities, and my involvement with the group diminished from approximately 2008 onwards due to my poor working relationship with Agrizzi.
77. His personality and character traits never adjusted to the vision that Bosasa as an organisation aspired to i.e., one of empowerment and inclusivity.
78. Our relationship deteriorated to the point that Agrizzi deliberately delayed payments of my monthly consultancy fee or did not pay me at all.
79. It was only in those circumstances that my close corporation would receive R100,000.00. I was never paid anything other than my consultancy fee of R50,000.00 per month, except for a few instances of extra time reasonably billed and reimbursements of expenses such as subsistence and travel incurred on Bosasa's behalf.
80. In his affidavit to the Commission of 8 April 2019, Agrizzi purported I was lying, saying:

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- 80.1. *"I did not have a bad working relationship with Kevin Wakeford" (see paragraph 44.3, annexed marked "EA43"),*
- 80.2. *"there was no major conflict between us" (see paragraph 45.2 annexed marked "EA44"), and*
- 80.3. *it was "the dire situation of Kevin Wakeford's financial system, that caused delayed payments." (see paragraph 51 annexed marked "EA45")*
81. The Commissions Investigators have however confronted Agrizzi with an email dated 07 March 2012, wherein Agrizzi stated:

*"Carlos, This was done as agreed when I reduced K Wakeford so please if you can make a payment of R50,000.00 for March and R50,000.00 for Feb we are well behind it but I will manage expectations on his side. The consultant is using the attached vehicle to channel payment ... " (see annexure "EA46")*

82. When asked for comment, I am informed by the Commission that Agrizzi responded:

*"During this period, the company was under cash flow pressure, and Mr. Gavin Watson instructed me to not make any further payments to Mr. Wakeford and we needed to spread out and delay payments as far as possible. Mr. Watson instructed that an additional R100 000.00 should rather be utilised to pay Aneel Rahadkhrisna via Distinctive Wines, which was done at his personal request. Mr. Wakeford had to wait for his payments."*

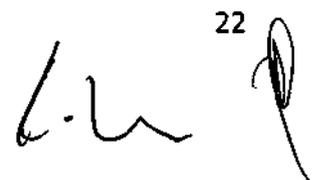
83. This demonstrates a complete shift from Agrizzi's prior position, namely that I personally was the cause of the delayed payments received.
84. However, I am informed that Agrizzi's accomplice, Andries van Tonder, at a section 417 liquidation enquiry into the affairs of the Bosasa group, confirmed under oath that this was indeed Agrizzi's decision, and that it was done by Agrizzi against Watson's wishes . I have asked for the Commission to secure the transcript of van Tonder's evidence of 18 February 2020.
85. In the transcript of van Tonder's evidence on 18 February 2020 (annexed at "EA48") he states;

*"MR VAN TONDER: The invoice just, if I can recall right Chair, just stipulated "services rendered" on the invoice. It was an arrangement, Chair, between Mr Gavin Watson and Kevin Wakeford.*

*ADV LOURENS: So let me just ask you in that sense, would Mr Wakeford then on a monthly basis issue an invoice to Bosasa companies?...*

*MR VAN TONDER: Yes, if I can recall right, yes. I must also just add, Chair, can I just add that Mr Agrizzi was always against it. He always opposed it, to the irritation of Mr Watson, and sometimes it was, you know the payment was delayed because of that. I just want to mention that...*

*ADV LOURENS: Did the payments continue up to when you left Bosasa?*

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**MR VAN TONDER:** *I can't recall, Chair. I was ad hoc. As I wanted to say, you know, Mr Wakeford would submit the invoice. He would normally e-mail it to Mr Agrizzi and Mr Agrizzi would then pass it through the process. **But he purposely held on to it because he had a big problem in paying Mr Wakeford.** So it was not a ... what I'm trying to say, it was not an invoice, a payment that was done on the second of every month, that's what I'm trying to say, and **then some months was late, and then it was, it double up, et cetera, et cetera...***

**ADV LOURENS:** *My question is in particular not in relation to the payment but the invoicing, because we know Mr Agrizzi had issues with paying his invoices, my question is, did Mr Wakeford issue invoices on a monthly basis to Bosasa? Forget about the payment of it, were the invoices issued on a monthly basis?*

**MR VAN TONDER:** *Yes, yes as far as the best of my knowledge, yes.*

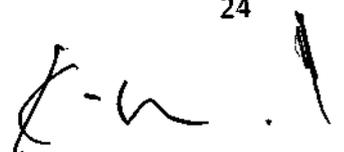
**ADV LOURENS:** **And but for Mr Agrizzi's protests they would have been paid instantly?**

**MR VAN TONDER:** **Yes, Chair.**"

86. On this matter alone Agrizzi has lied twice to the Commission.

A handwritten signature in black ink, appearing to be 'D. C. I.', located at the bottom right of the page.

87. I submit that this approach of misdirection, blame-shifting, and blatant deceit, has been a regular tactic employed by Agrizzi in his evidence before the Commission.
88. In 2016 tensions developed between Agrizzi and the directorate of Bosasa, all of whom, with the exception of Watson, were black South Africans.
89. The directorate had grown weary of Agrizzi's lack of accountability and continued indifference to the authority of the board, which I believed was underpinned by his inherent racism, where Agrizzi stated that the board was;
- 89.1. *"dysfunctional"*,
- 89.2. that *"those k\*\*\*\*\*s have done nothing for (Watson)"*, and
- 89.3. that he would personally *"go into that company, with or without permission, and I will f\*\*\* each of those k\*\*\*\*\*s out there"*.
90. Agrizzi confirms in the racist recording made of him, that we wouldn't wait for approval from Bosasa's directors, stating about company director Papa Leshabane;
- "Papa used to get upset, because I used to go out and do my own thing. I never waited for him because I haven't got time."* (annexed at "EA34")
91. The last occasion on which I saw Agrizzi was in late November or early December 2016. I was in Morningside visiting another member of the Watson family, and Gavin Watson was present. Agrizzi called Watson and asked to



come join us.

92. It became apparent to me that at least one of the reasons Agrizzi asked to join us, was because he wanted to promote his son's alleged consulting business with me, in circumstances where I had not agreed to see his son earlier in the year. I deal with this aspect again below.

93. In the course of discussions, Agrizzi began ventilating his anger with the board of directors of Bosasa, and then made the following "joke":

*"There are only two things I hate. The one is a racist, and the other is a bloody k\*\*\*\*r."*

94. I immediately confronted Agrizzi, objecting that he speak of our brothers like that, to which Agrizzi responded:

*"Don't be so sensitive, it's just a joke"*

95. When Agrizzi left, we discussed the incident. This was again confirmation of what I suspected of Agrizzi all these years, that he was a racist. I believe that it was shortly after this, that Agrizzi's employment with Bosasa was terminated in early 2017.

96. Among the reasons Agrizzi's employment was terminated in March 2017, were:

96.1. his offensive and racist language towards the black board of directors;

96.2. his autocratic behaviour and complete disregard for the authority of the

board of directors:

96.2.1. it had come to light that Agrizzi had employed numerous friends of his within Bosasa without going through ordinary Human Resources processes; and

96.2.2. he had awarded substantial salary increases to acolytes of his within Bosasa without going through the Remuneration Committee. This is evident from the minutes of the Bosasa board meeting of 09 March 2017, where, *inter alia*, the retrenchment of these employees is discussed. (See annexure "EA55"); and

96.3. his cronyism and clandestine development of a fifth column within the Bosasa group.

97. I believe Agrizzi saw me as part of the reason that he was terminated, and this is one of the motivating factors in why Agrizzi has attempted to implicate me in his schemes.

### **MY POSITION AS CEO OF ARMSCOR/POLITICAL MACHINATIONS**

98. During my tenure as CEO, there were never any business transactions between Armcor and Bosasa. Over this period, Armcor achieved three clean audits and one unqualified audit. I espouse good governance and an unwillingness to submit myself to self-interest and corruption.

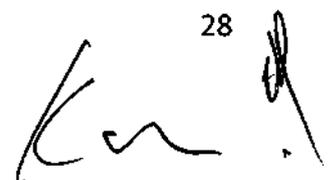
99. At no stage during my employment at Armcor did Watson or Bosasa attempt

to exploit their historical relationship with me.

100. However, Agrizzi did attempt to exploit my position at Armscor.
101. Shortly after I had been appointed as the CEO of Armscor, Agrizzi's son Giancarlo Agrizzi, repeatedly requested meetings with me in 2015 and 2016. I attach examples of requests sent to me on 31 August 2015, 27 October 2015, and 29 June 2016. (See annexed at "EA60").
102. Agrizzi informed me that his son, who was still a university student at WITS, wanted to advise Armscor and the Department of Defence, on defence and security policy through one of his 'advisory companies' in his Indlala Group of Companies, of which his son was the managing director.
103. When I learned of the intention of the meeting, I rejected further requests from Agrizzi or his son to meet with me on 29 June 2016, given the inappropriateness of the request.
104. In response to this, Agrizzi claimed in paragraph 22.1.3 of his representations to the Commission on 8 April 2019 (annexed at "EA64"):

*"My son knew that I was friendly with Kevin Wakeford and him and some of his study group wanted to meet with Kevin Wakeford to get some practical knowledge in respect of their field of study. My son who was a university student would never have been in any position to advise Armscor nor the Department of Defence on defence and security policies."*

105. In an article published by The Citizen on 19 January 2019 however (see annexed at "EA66"), Giancarlo Agrizzi himself stated that his father told him to start the Indlala Group of Companies in 2014 (The company was registered as GLZ Group of Companies but traded as Indlala Group of Companies). This was already a year before Giancarlo requested the meeting with me at Armscor.
106. Giancarlo stated further to the Citizen that the company would provide "*consultancy services to various government agencies*" (annexed "EA67").
107. A perusal of the LinkedIn page of the company goes further to demonstrate the services of the company being Crises Management, Sophisticated Intelligence, and Public Relations. (annexed at "EA69")
108. The LinkedIn page purports;
- 108.1. "*Indlala's crises management team is strategically comprised of specialists in a variety of fields*"
- 108.2. "*Indlala ensures that when a company or state department is met with a crisis, a team of specialists are deployed immediately*",
- 108.3. "*both private and public sector have chosen to work with the Indlala group*".
109. Furthermore, on the Indlala webpage from August 2015 (annexed at "EA70"), which has since been taken down, Ilizwe Defence and Security is one of the Indlala group's companies. The service offering of Ilizwe is defined on the

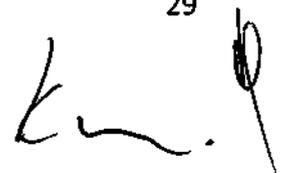


website as;

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

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

110. This demonstrates that Giancarlo Agrizzi was purporting to have the capacity to not only be able to advise on security and defence measures, **but specifically to the Ministry of Defence**, in spite of him still being a university student at the time.
111. Per Giancarlo Agrizzi's own statement in the Citizen article listed above, he formed this company in 2014, more than a year before requesting any meeting with me. This is confirmed by CIPC records (annexed at "EA71"), which show that the company was incorporated in August 2014, with the directors on record being Giancarlo and Luyolo Mphithi from 21 August 2014 and who were still the directors on record at the time of the pulling of the CIPC report on 18 July 2019.
112. In the Citizen article on 19 January 2019, Giancarlo also sought to falsely implicate Watson, saying that he was **coerced** into starting the company, and



that this was done under the instruction of Watson.

113. Giancarlo however subsequently withdrew these representations to The Citizen. In an article published by BizNews on 27 September 2019 (annexed at "EA72"), Giancarlo told BizNews that:

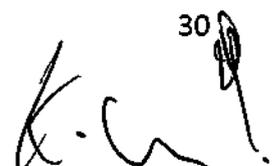
113.1. he had had not been coerced into starting the company by Watson, but that *"in July 2014, a friend and myself decided to try our hand at opening a company"; and*

113.2. *"I understand earlier this year I submitted to the citizen that my father was pressurised by Watson but having now taken time to think about everything **and not being pressurised into given a statement** I can confidently say I don't know whether he was pressurised or not"*

114. This demonstrates that Giancarlo fabricated evidence to the media in an attempt to discredit Watson, under pressure from some "unnamed party" one can only assume to be his father. I contend that his father has done the same throughout his testimony before the Commission.

115. When Giancarlo was then contacted by the Citizen to explain why his new statement to BizNews directly contradicted much of what he told the Citizen 8 months earlier, he declined to provide any explanation (article annexed at "EA81"). To quote from the article;

*"Giancarlo Agrizzi levelled serious accusations against several individuals in both Bosasa and the ANC. Eight months later, he backtracked on all of it. When*

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*asked to explain why, he had no answers.”*

116. In addition to Giancarlo and Mphithi being directors, Dikeledi Selowa recognised herself as another director of Indlala Group of Companies from August 2014 to December 2015 (see annexure “**EA86**”).
117. At the time of Giancarlo accepting an appointment to intern with the ANC in May 2015, the other two directors he appointed to his company, Mphithi and Selowa, had both been Chairperson of the Democratic Alliance Student Organisation at Wits University, and both still hold office with the Democratic Alliance today (see annexure “**EA88**”).
118. Mphithi is the DA Youth Federal Leader and Shadow Minister in the Presidency: Women, Youth and Persons with Disabilities. Selowa is the Youth Federal Media & Publicity Chairperson for the DA.
119. The relevance of this, is that it demonstrates that at the time of Giancarlo approaching ANC-led government departments to procure work for his company Indlala, and indeed himself being employed by the ANC in whatever capacity, his business partners were influential members of the official opposition.
120. This is relevant as it demonstrates the political machinations at play, given the fact that two years later Giancarlo made various bald claims about corruption he was exposed to at both the ANC and Bosasa in January 2019, four months before the general election, only to completely withdraw such claims eight months later.

121. This is however not surprising, given the close affiliation Agrizzi himself purports to hold with high-ranking individuals within the Democratic Alliance. Agrizzi himself informed me, that while DA Shadow Minister of Justice, Glynnis Breytenbach was facing charges of obstruction of justice in 2016, that he enjoyed a close relationship with her.
122. Video evidence of Breytenbach and Werner Horn, Shadow Deputy Minister of Justice, frequenting the home of Agrizzi was subsequently released as part of the "Bosasa Files" on the Biznews website. I have attached those screenshots from the videos of Glynnis Breytenbach and Werner Horn at the home of Agrizzi. (see annexure "EA90")
123. It must be noted that Breytenbach withdrew her candidacy for the position of the National Director of Public Prosecutions in 2018 in the belief that the position should be "*fiercely independent*", and that she could not escape the perception that she is a politician. DA leader at the time Mmusi Maimane confirmed this, saying that the position should be filled by someone "*above party politics*". (see annexures "EA92", "EA93" and "EA95")
124. However, when Agrizzi wished to come forward with purported information on high-ranking members of the ANC, Breytenbach did not appear to have believed that this process should be fiercely independent or above party politics.
125. I believe this was another and key motivating factor for Agrizzi's submissions and false accusations to the Commission, namely the abuse of Bosasa, me and

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others as a politically expedient means for Agrizzi to benefit his friends in the DA, in electioneering in the lead up to the May 2019 general elections.

126. Breytenbach has subsequently denied publicly ;

126.1. that she is friends with Agrizzi,

126.2. that she is close with Agrizzi.

126.3. that she understands what high-ranking means, or

126.4. that she is "high-ranking" within the DA herself, in spite of being the shadow minister of justice. (see annexure "EA97")

### **AGRIZZI'S MOTIVATION**

127. Further to what I have mentioned above which evidently motivated Agrizzi to falsely implicate me in the alleged corruption at Bosasa, namely:

127.1. our contentious relationship given my historical relationship with Watson;

127.2. my non-racial values versus his racist values and my questioning of his character and value system from the onset;

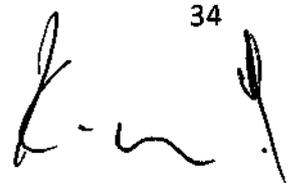
127.3. his perception of my part in the termination of his employment with Bosasa; and

127.4. my usefulness to Agrizzi in all the circumstances to promote the

interests of the DA;

there is an overarching context, including how, when and why in fact Agrizzi manufactured his allegations, and important timelines to be understood and factored in, in order to consider and weigh Agrizzi's allegations before the Commission.

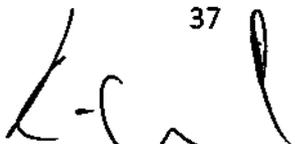
128. Agrizzi confirmed in his oral evidence to the Commission on 18 January 2019 that a meeting was held with the alleged "*whistle-blowers*" at Agrizzi's home on 12 November 2017 (see annexure "**EA99**"). The following must be noted. Calling them whistle blowers is a misnomer at the very least because they were either being coerced by Agrizzi to make false statements or were in cahoots with Agrizzi in his nefarious plans and/or were acting purely out of self-interest.
129. This was confirmed to the Commission on 26 March 2019 in the oral evidence of Petrus Stephanus Venter ("**Venter**"), a former employee of Bosasa's auditors D'Arcy-Herrman & Co Inc., and who attended that meeting at Agrizzi's home where he said that he was made to prepare a statement (see annexure "**EA100**").
130. In his affidavit of 11 November 2018 (find annexed at "**EA102**"), Venter said that Agrizzi in fact had drafted this statement on his behalf and that Venter merely had to type in his personal information, as van Tonder had also done.
131. Venter says in this same affidavit that "*Angelo made various threats pertaining to my career and personal wellbeing in an attempt to intimidate and blackmail me and to get me to sign the statement that he drafted on my behalf*", and "*I signed the Statement under duress and due to the constant intimidation and blackmail from Angelo Agrizzi*".



132. In Venter's affidavit to the Commission annexed at "EA114", revealed (as he did on Carte Blanche on 03 February 2019) Agrizzi's corrupt activities, coercion and control of people including Venter, and his plan to destroy Watson and Bosasa. I refer to Venter's affidavit to the Commission and particularly the "masterplan" attached to Venter's affidavit (annexed at "EA122").
133. Venter states that he was informed that they were all preparing affidavits at that time and stipulated in his affidavit of 18 December 2017 that this included Frans Vorster (see annexure "EA124").
134. Vorster's affidavit was commissioned the following day on 13 November 2017 at the Krugersdorp police station, which included the same allegations pertaining to me as his affidavit submitted to the Commission on 28 January 2019, although having been prepared in excess of 14 months prior. (Vorster's affidavit of 13 November 2017 is annexed at "EA127")
135. Furthermore, Vorster's affidavit of 13 November 2017 was prepared with Agrizzi's input. Accordingly, Agrizzi and Vorster's affidavits and evidence pertaining to me must be considered together.
136. This intricate masterplan was apparently prepared a year before Agrizzi ever approached the Commission. It demonstrates Agrizzi's true motivations and appears to have been followed step by step by Agrizzi.
137. Agrizzi refers to 15<sup>th</sup> December 2017 negotiations and the steps that would follow if these negotiations were successful or unsuccessful.

138. The “negotiations” appear to refer to the proposal sent by attorney Daniel Witz acting on behalf of Agrizzi, Vorster, Andries van Tonder and Leon van Tonder, whereby the parties sought that Bosasa’s contract with the Department of Correctional Services be ceded to their consortium.
139. Conveniently, these parties all happened to become witnesses at the Commission more than a year later. All represented once again by Daniel Witz.
140. Agrizzi *et al* “motivated” that this contract should be ceded to their consortium on the basis that the contract was not profitable under the management of Bosasa, and that by allowing their consortium to manage the contract they would provide Bosasa with financial stability and annuity income. This letter also appears in the “Bosasa Files” published by BizNews,. (annexed at “EA136”)
141. Agrizzi had effectively formed a team to compete against Bosasa comprised of himself, the former Chief Operating Officer of the Bosasa group, Andries van Tonder the Chief Financial Officer, Leon van Tonder the head of IT, and Frans Vorster the head of procurement, amongst others.
142. This represented a substantial part of Agrizzi’s fifth column within Bosasa; being a group of people within an organisation assembled to undermine the greater organisation from within .
143. Agrizzi’s masterplan was that if the negotiations were “*unsuccessful*”, he would “*trigger*” social media, banks, auditors, and politicians. This is precisely what transpired, as seen from inter alia:

- 143.1. the letter by Agrizzi to the media on 21 August 2018 (annexed at “EA139”),
- 143.2. Agrizzi’s meetings with politicians, Breytenbach and Horn as detailed above, and
- 143.3. Agrizzi accomplice Andries van Tonder sending correspondence to the auditors of Bosasa, D’Arcy Herman on 22 December 2017, indicating that he wished to disclose matters of corruption, money laundering and tax evasion within the Group, without providing any evidence of such to the auditors. (annexed at “EA140”)
144. The destruction of Bosasa according to Agrizzi’s plan, and his motivations therefor, were demonstrated in no uncertain terms in an email, (annexed at “EA143”) which Agrizzi sent to a Group advisor on 15 March 2018, where Agrizzi foreshadowed the demise of the Group by August 2018, which is when Agrizzi sent his letter to the press, stating:
- “...we wait till the business is liquidated and pick up the contracts by offering assistance during the process, that’s if Gavin doesn’t relinquish the business as this stage, that way I am also released from any restraint, something that has kept me from pursuing other ventures in Catering, one of the reasons I wanted to get involved.”***
145. Venter confirmed this in paragraph 53.1 of his affidavit to the Commission (see annexure “EA121”), stating:

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*"Agrizzi planned to take Bosasa / African Global and Mr Watson down if they did not surrender some of the contracts to his grouping; namely Messrs Agrizzi, Andries van Tonder, Leon van Tonder and Frans Vorster;"*

146. Agrizzi's plan was premeditated, calculated, and executed to instigate the liquidation of Bosasa, so that he personally would be able to take over Bosasa's contracts, and no longer be bound by his restraint of trade agreement. Indeed, Bosasa went into liquidation in February 2019 per Agrizzi's plan.

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

*"I must mention that the timing is critical, to ensure that the company remains past August 2018" (see annexure "EA145").*

148. In the same email, Agrizzi had said that previous opportunities for the company had fallen away *"because of the Watson name"* and that the parties *"would be interested if they saw the envisaged change and refocus"* of Agrizzi taking control of the company.

149. Agrizzi further stipulated that the banks had said to him;

*"they know that if I'm involved they will have a restored confidence in the Group of Companies" (see annexure "EA146").*

150. Agrizzi's plan and intention at the time was to manipulate the Board to resign

and appoint him as CEO to *"restore the name of the company"*. This is confirmed in a recording made of Andries van Tonder on 27 August 2018, where van Tonder suggested that if Agrizzi took control of the company *"then at least you can go to the market and say look, it's under new management type of thing"* (see annexure **"EA152"**).

151. When put to Agrizzi by Advocate Pretorius on 16 January 2019 (see annexure **"EA155"**) at the Commission:

*"...it will be put to you in cross-examination in due course, why you took so long to come forward",*

Agrizzi responded:

*"I had a near death experience where I was admitted into hospital and I had a tumour on my heart. I was in a coma and when I came out of the coma, myself and my family had made a conscious decision that we will clean up where we had made mistakes before."*

152. In his oral evidence to the Commission on 29 January 2019, Agrizzi alleged that he *"walked into Life hospital and they said to me that I have tumour on the heart and they had to do emergency procedure" on 25 December 2016* (see annexure **"EA157"**). Therefore, according to Agrizzi's evidence he decided to come forward with his allegations in December 2016.

153. However, in the attached emails from the "Bosasa Files" sent by Agrizzi to the Bosasa Group Legal Advisor on 07 March 2018 (see annexure **"EA158"**) and

19 March 2018 (see annexure "EA163"), one can see that Agrizzi was still requesting reemployment with Bosasa for, *inter alia*, himself, Andries van Tonder, Leon van Tonder, and Frans Vorster, **15 months after his so-called Damascene experience in December 2016.**

154. Indeed, in the recording made of Agrizzi's accomplice, Andries van Tonder on 27 August 2018 (see extract of transcript thereof annexed at "EA\_"), van Tonder confirmed that Agrizzi wished to be appointed the CEO of Bosasa. Van Tonder says:

*"...let Angelo run it together with you, you know, with, with, with you guys, and the people he wants to do it with... ...Let him run it. But he must be, he needs to be the CEO".* (see annexure "EA153")

155. Accordingly, Agrizzi's still desired to return to Bosasa to be its CEO on 27 August 2018, almost 2 years subsequent to his alleged desire to "come clean". Agrizzi's version is false again.

156. Agrizzi then said in his oral evidence at the Commission on 29 January 2019 (see annexure "EA169"):

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

157. This shows that on 31 August 2018, Agrizzi became aware that Bosasa directors, Leshabane and Gumede, had opened criminal cases against him.
158. It was only subsequent to Agrizzi learning of criminal charges being opened against him on 31 August 2018, that he suddenly decided to come forward to the Commission at all.
159. This is confirmed in investigator Frank Dutton's affidavit to the Commission, and recited by Advocate Pretorius to the Commission on 16 January 2019, where Dutton says on page 2 of his affidavit (see annexure "EA170"):

*"Since September 2018 I have met and interviewed Mr Agrizzi on numerous occasions."*

160. Agrizzi has constantly sought to mislead the Commission in his founding and supplementary affidavits before the Commission, as well as his various answering affidavits to my own affidavits to the Commission, and in his oral evidence.

161. He had stated in his answering affidavit to the Commission of 8 April 2019, that:

*"the business of Bosasa as an organization was set up and run by Gavin Watson and the Watson family mainly for their own financial benefit using their so-called struggle credentials and the important political connections and relationships that they had forged"*

162. However, in the email sent by Agrizzi on 10 March 2018 to the Group Legal

Advisor, Agrizzi himself says;

*"no political assistance has ever been forthcoming, nor do any of the directors have any influence"* (see annexure "EA145").

163. This is in stark contrast to the evidence of Agrizzi where he has suggested Bosasa capitalised on political connections.
164. As regards Agrizzi's suggestion referred to above, that the organisation was set up and run by Gavin Watson. This represents a complete reversal of every other representation Agrizzi has ever made before attending this Commission.
165. In 2014, when Agrizzi was motivating his responsibilities in his profile for the "Italian Businessman of the Year" (annexed at "EA172"), Agrizzi described himself;
- 165.1. As commanding the "loyalty of personnel" (see "EA173") within the company,
- 165.2. As a "captain of industry" (see "EA173") and an "entrepreneur of note" (see "EA174"),
- 165.3. As a "pioneer" (see "EA174") and "founding" (see "EA175") member within Bosasa, and
- 165.4. As "the Group and its functional teams" being "under his leadership" (see "EA175").
166. All of these are a clear indication of how Agrizzi viewed himself as the de facto leader of Bosasa in 2014.



167. On the website of Crearis (annexed at “EA182”), the company that Agrizzi formed in 2017 after being terminated from Bosasa, he described his influence within Bosasa as the following;

*“Angelo's most recent accomplishments can be noted in the performance of the Bosasa Group, now known as African Global, that he developed from a greenfield operational unit employing only 322 people to a multi-national group with 6,515 employees”.*

168. The website further reveals that the “Management Team” of the company was comprised exclusively of former employees of Bosasa. This confirms Agrizzi’s representation in his Italian Businessman profile, that he commanded the loyalty of the Bosasa personnel. We are now aware that he commanded such loyalty of some of Bosasa’s personnel that he was able get them to lie under oath for him at this very Commission.

169. Lastly, Agrizzi said in an email sent on 07 March 2018 to D’Arcy Herrman, the auditors of Bosasa, that when he left Bosasa in August 2016 he was inundated with requests from Gavin Watson;

*“to ensure [Agrizzi] retake control of the Bosasa Group of Companies”  
(see “EA192”)*

170. Agrizzi has constantly sought to mislead the Commission, regarding his authority and powers within the Bosasa organisation. The above evidence all contradicts Agrizzi’s representations to the Commission where he stated (see annexure “EA197”);

170.1. *"my normal course of business and duties would include making operational decisions within constraints. I want to get away from this myth that I ran the company. I never ran the company", and*

170.2. *"I never ran the company. I had no aspirations, nor do I have any aspirations to run that kind of company".*

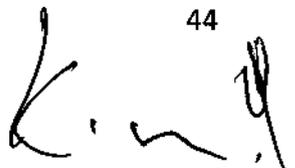
171. In reality though, Agrizzi was the *de facto* CEO of Bosasa. One need look no further than Agrizzi's own representations to Bosasa's auditors, before he approached the Commission, to determine this.

172. Agrizzi also told the Commission (see annexure "EA174"):

*"The payment regimes and protocols required numerous signatures. So, you would have at least four to six signatures on a document to be able to get a payment through and to get an order through. So, it would require no less than two other signatures. So, you would need the originator's signature, the person who is placing the order plus it would need two other signatures. One of which had to be the chief accountant and the director."*

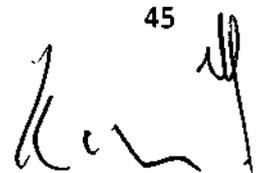
173. This is verifiably false however, and I have provided the Bosasa company resolutions which demonstrate that Agrizzi could approve any transaction if it was countersigned by van Tonder. Until 2017, when Agrizzi's employment was terminated, Agrizzi and van Tonder had the collective power to:

173.1. sign any documents and do all things as may affect and/or bind the company and/or any of its subsidiary Companies in any matter

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whatsoever; and

- 173.2. open bank accounts, and deal with financial institutions in any matter regarding finance and to sign cheques for and on behalf of the Company, its subsidiaries, and associates (See the resolutions annexed at "**EA200**")
174. Venter in his paragraph 10 of his affidavit of 11 November 2018 confirmed this, stating;
- "Andries van Tonder and Angelo Agrizzi had full control over the company, and nobody questioned them."* (see annexure "**EA104**")
175. It is through this "authority" that Agrizzi and van Tonder were collectively able to siphon substantial amounts of funds out of Bosasa.
176. By way of example, Agrizzi and van Tonder were the sole members of Sinkroprop No 8 CC (see CIPC entity search annexed at "**EA205**" and "**EA206**"). As the sole members they would prepare fictitious invoices, send these fictitious invoices to Bosasa, and then authorise them for payment in their capacities as the COO and CFO of the group. In the invoice example attached, you can see that the invoice is approved with only 2 signatories, Agrizzi and van Tonder. (see the Sinkroprop invoice annexed at "**EA207**")
177. Venter, in paragraphs 8 and 11 of his affidavit of 11 November 2018, confirmed his own participation in one such scheme, where Agrizzi and van Tonder would instruct Venter to fictitiously inflate invoices, which Agrizzi and van Tonder



would then approve.

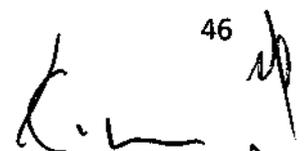
178. The 3 parties would then share in these proceeds of crime, and Agrizzi and van Tonder would thereafter instruct Venter where to pay their “commissions” as he referred to them. In this regard, payments were made to or on behalf of Agrizzi, van Tonder and Agrizzi’s wife, “Debbie” Agrizzi.

179. It is because of schemes such as these, that the Bosasa liquidators served Agrizzi and van Tonder with letters of demand for R91m and R21m respectively in June 2020. This however came after criminal charges had already been filed by African Global Holdings against Agrizzi, van Tonder, and Venter in November 2019 for theft, fraud and money laundering of R37.5m.

*(See <https://www.news24.com/news24/southafrica/investigations/angelo-agrizzis-big-bosasa-corruption-bill-liquidators-seek-r91m-20200607>)*

180. These criminal charges further made reference to companies that Agrizzi had used Bosasa to make payments to, where his wife Deborah Agrizzi was the director. This involvement of Agrizzi’s wife in his schemes was further confirmed by Colonel Bernardus Lazarus who opposed Agrizzi’s bail application at the Palm Ridge Magistrates Court in October last year.

181. Here Lazarus confirmed that Agrizzi and his wife Deborah, moved millions of rands offshore and into crypto currency accounts, with Deborah transferring R11.9m to offshore accounts over the 2 week period of 21 December 2018 to 3 January 2019 alone. Dubiously, this was 13 days before his appearance at the Commission.

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(See <https://www.news24.com/news24/southafrica/investigations/angelo-agrizzis-crypto-currency-offshore-millions-and-assets-heres-why-the-states-opposing-bail-20201014>)

182. As I have set out above, Watson's email account at that point in time was managed, controlled and replied to by Agrizzi, and thus at this stage, the email account [gavin.watson@bosasa.com](mailto:gavin.watson@bosasa.com) was in reality just another of Agrizzi's email accounts (see annexure "EA39").
183. Agrizzi suggested to the Commission that "*the main beneficiaries of the financial benefits from tenders and Government work*" at Bosasa was Watson, however, it would appear that the main beneficiary was rather Agrizzi himself.
184. Agrizzi self-admittedly in 2018 owned a fleet of 5 Ferrari's (see annexure "EA195") as well as numerous other luxury vehicles, mansions in respectively the elite Helderfontein estate in Fourways, in Ballito in Kwazulu Natal, and in Italy.
185. Agrizzi also purports to own various other assets in Italy such as olive farm(s) amongst others. I am not aware of any other party within the Bosasa group who has amassed assets of such value.
186. The same cannot be said of Gavin Watson.
187. Furthermore, Agrizzi's accusation that Gavin Watson and the directors of Bosasa exploited political connections to obtain contracts is not consistent with Agrizzi's assertion in his email of 10 March (see annexure "EA145"), that:

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K. King

*"no political assistance has ever been forthcoming, nor do any of the directors have any influence",*

188. Agrizzi also said on 07 March 2018 that *"the board (save for Joe Gumede) are merely in it for themselves"* (see "EA160"), while in the recording made of Agrizzi on 24 August 2018, Agrizzi said of the directors of Bosasa, that *"those k\*\*\*\*\*s have done nothing for (Gavin Watson)"* (see "EA26").
189. This is in conflict with what Agrizzi now purports, namely that the directors exploited *"political connections"* to benefit Gavin Watson and Bosasa.
190. Tellingly, in Agrizzi's oral testimony before the Commission on 21 January 2019, when questioned about Nomvula Mokonyane, Agrizzi stated that neither Mrs Mokonyane nor anyone else provided any contract or financial benefit to Bosasa. See the transcript as provided below (annexed at "EA208"):

*"ADV PAUL PRETORIUS SC: Now if someone reads your evidence they may seize upon the statement to say, but Mr Agrizzi himself said that they received no return for money paid. Now are you referring in that sense to Ms Mokonyane's circumstances or are you suggesting that Bosasa got little benefit for the bribes paid about which you have spoken in the last week?"*

**MR ANGELO AGRIZZI: Chair, in the context of getting business there was no benefit. In the context of stopping the SIU report there was no benefit whatsoever. It was a waste of time and effort to try and corrupt somebody....**

*...CHAIRPERSON: So your complaint against Ms Nomvula Mokonyane was*

*that she was just taking the money and not delivering?*

*MR ANGELO AGRIZZI: It was in general. Not only for her, but for everybody else as well...*

*...ADV PAUL PRETORIUS SC: You were frustrated that you were paying a lot of money to a government official without any return?*

*MR ANGELO AGRIZZI: Correct.*

*ADV PAUL PRETORIUS SC: And by that you meant by not getting any contracts, without getting any financial benefit?*

*MR ANGELO AGRIZZI: That is correct...*

*...MR ANGELO AGRIZZI: Chair, the point I was making was quite simply we need to stop paying bribes, because it serves no purpose and we get nothing in return. That was the point I was trying to make..."*

191. After taking an adjournment however, Agrizzi informed the Chairman of the Commission that he wished to change his evidence regarding Mrs Mokonyane earlier, now stating:

*"MR ANGELO AGRIZZI: ...whatever we needed done would be done. If we needed people spoken to it would be done. If we needed protection it would be done. So she was the new person for us and that is why I raised the issue. I think what is - what is very important to note as well is that we knew that if we had any issues we could go to her and it would be sorted, if you had any issues."*

192. This was the exact opposite of what Agrizzi had said earlier, that in fact Mrs Mokonyane had done "*nothing*" for Bosasa.
193. Agrizzi attempted to mislead the Commission by suggesting that his racism and hatred for the black board of directors "*does not in any way detract from the facts and truth that (he has) deposed to before the Commission.*" (see paragraph 38.4 of "**EA213**")
194. From the recording of Agrizzi, the numerous emails already referenced, as well as the master plan given by Agrizzi to Venter, Agrizzi's intentions behind his statement and evidence to the Commission are clear.
195. Agrizzi's motivations have been threefold:
- 195.1. He primarily wanted to destroy the reputations of Watson and the black board of directors of Bosasa, guided by his racism, to create the perception that the board of the company would have no option but to step down and appoint him as the CEO of the group, or risk the business liquidating.
- 195.2. Failing that, Agrizzi would want to see the group liquidate, utilising his contacts within the media and political structures, so that he may obtain the group's contracts in his own entity.
- 195.3. When criminal charges were opened against him by his former employers however, he clearly thought it would be politically expedient to utilise the Commission to both repackage his own indiscretions, while

earning favour with the DA by implicating the ANC in corruption shortly before the general election only four months later.

### **ALLEGATIONS AND MANDATE OF THE COMMISSION**

196. The allegations made against me can only be assessed within the scope of the mandate of the Commission in order to establish whether I am implicated within the mandate, as alleged, or not.
197. The mandate of the Commission is to investigate allegations of state capture, corruption and fraud in the Public Sector including organs of state.
198. The allegations made against me by Agrizzi and Vorster have been fabricated and the facts twisted so as to suggest corruption and fraud in the Public Sector, and to bring me within the mandate of the Commission.
199. However, there is no evidence to support these fabrications.
200. On a correct assessment of the allegations, the main issues in dispute, in respect of the allegations made against me and within the mandate of the commission, are correctly identified as:
- 200.1. whether Mr George Papadakis ("Papadakis"), resolved a major tax investigation at SARS between 10 March 2008, when Papadakis was first employed at SARS, and 26 February 2009, when the first order of cement is alleged to have been placed with WG Wearne for delivery

to Meyersdal Eco Estate;

200.2. whether I influenced the Department of Home Affairs (“DHA”) to:

200.2.1. extend the initial Lindela contract between Bosasa and the DHA, beyond the 10-year period ending 31 October 2015;  
or

200.2.2. extend other financial benefits embodied in the Addendums relative to the initial contract.

201. The secondary issues in dispute, can be summarised as:

201.1. Whether payments of R100 000.00 per month, were paid to me:

201.1.1. as a fee for providing services in relation to the particular SARS investigation that Papadakis is alleged to have resolved at SARS between 10 March 2008 and 26 February 2009; or

201.1.2. as catch-up payments of my monthly consultancy fee of R57,000 including Vat, as I say they were.

201.2. Whether cement to the value of R600 000.00 was provided by Bosasa to Papadakis in exchange for him influencing the alleged major SARS investigation in between 10 March 2008 and 26 February 2009.

201.3. Whether payments were made by Bosasa to Radhakrishna in

exchange for him awarding Bosasa with a five-year extension to the initial Lindela contract.

202. Based on the evidence in the Commissions possession, the main issues in dispute can immediately be dispensed with on the basis of the following:

202.1. Papadakis could never have assisted Bosasa in resolving any major investigation at SARS before 26 February 2009, as it is common cause between all parties, that no SARS investigation existed before 23 March 2011, with the first notification of an impending audit being made on 18 August 2010. Thus, the first SARS investigation into Bosasa commenced 2 years subsequent to this February 2009 timeframe.

202.2. No five-year extension to the 2005 Lindela contract between Bosasa and the DHA was awarded to Bosasa within the Second and Third Addendums to the contract, while me and/or Radhakrishna were affiliated with the DHA.

202.3. No other financial benefits to Bosasa appear within the Second and Third Addendums to the original Lindela contract.

203. The secondary issues in dispute can immediately be dispensed with on the basis of the following:

203.1. My banking records, Bosasa's financial records, and email records between myself and Agrizzi all confirm that I was employed as a consultant to Bosasa from 2006 to April 2015 on a monthly retainer of

R57,000 including VAT (R50,000 excl. VAT). This amount never changed.

203.2. The only occasions on which I was paid R100,000 per month were when I had not been paid my retainer in previous months. It is for these reasons that the average of my receipts from Bosasa for this 107-month period was only R58,461.57.

203.3. Papadakis could not have received cement in 2009 as compensation for influencing a major SARS investigation, as no SARS investigation occurred over this period, and indeed the first audit conducted only commenced 2 years later in 2011.

203.4. WG Weame and RTC records confirm that cement of such a value could not have been delivered to Meyersdal Eco Estate.

203.5. I could not have facilitated any payments to Radhakrishna in return for awarding a five-year extension to the Lindela contract, when verifiably no such extension was ever awarded.

204. I hereinafter address each of the main issues in dispute as well as the secondary issues in dispute in detail.

### **THE DISPUTED ALLEGATIONS**

205. The disputed allegations are found firstly in the affidavits of the witnesses and secondly in their oral evidence before the Commission.

206. The relevant parts from these affidavits is reproduced below.

207. **Affidavit of Agrizzi:**

Paragraph 43 under the heading "*Kevin Wakeford and George Papadakis*":

"43.

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

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

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

43.4 *Kevin Wakeford approached Gavin Watson whilst we were undergoing a major SARS investigation. Kevin Wakeford told us that George Papadakis could resolve all the issues at SARS. Bosasa entered into an agreement with Kevin Wakeford to pay him the amount of R100 000.00 per month as a fee for providing services in relation to the SARS investigation.*

43.5 *Kevin Wakeford had made an arrangement with Gavin Watson that Bosasa would provide both wet and dry cement to a property in Meyersdal which was owned by George Papadakis. Frans Vorster would*

*receive orders on a weekly basis in this regard and often complained to me of the wastage of costs. Some of the relevant delivery records are available." (sic)*

208. Paragraph 44 under the heading "*Department of Home Affairs - Lindela renegotiations*":

"44.

44.1 *The Lindela Repatriation Centre is a facility owned by Bosasa Properties (Pty) Ltd, a subsidiary of Bosasa. Lindela is managed by Bosasa. It is a facility for the detention and repatriation of undocumented migrants. This takes place on the authority of the Department of Home Affairs (DHA). The tender for the management of Lindela were granted by DHA to Leading Prospect Trading (Pty) Ltd, another subsidiary of Bosasa.*

44.2 *At the time the Lindela contract was under review by the DHA. It employed Fever Tree Consulting for this purpose. The person appointed by Fever Tree Consulting to conduct the review was Aneel Rahadkrishna. Aneel Rahadkrishna conducted negotiations with me to reduce the contract price. The Minister responsible (Nosiviwe Mapisa-Nqakula) had instructed the DHA to reduce costs at Lindela.*

44.3 *DHA wanted a review of the minimum-fee clause of the Lindela contract. Gavin Watson was concerned that it would affect the profits. Gavin Watson called a meeting with myself and Kevin Wakeford. It*

*was decided that Aneel Rahadkhrishna would be 'managed'. Gavin Watson, Kevin Wakeford and Aneel Rahadkhrishna agreed on a deal. I was informed later by Rahadkhrishna that payment of an amount of R7,000,000.00 to him was discussed. The payment to Rahadkhrishna was intended to facilitate a renegotiation and extension of the contract that would benefit Bosasa.*

*44.4 The outcome was that the contract was extended for a further five years without the need for further tender processes and treasury approval. The price was reduced by R860,000.00 per month. However more favourable contract terms were included in the contract. The annual gross value to Bosasa was in the region of R93 600 000.00.*

*44.5 At a stage I confronted Gavin Watson as Rahadkhrishna was annoyed that he had extended the contract period and he yet no payments were forthcoming to him as apparently promised . My concern then was that I could not understand why an agreement to pay Rahadkhrishna had been reached in the light of the reduction in the price of the contract amounting to R860 000 per month. I note that at this stage I had not yet examined the extended contract in detail.*

*44.6 Kevin Wakeford explained the benefits of the extended contract to Bosasa to me. An important benefit was that opposition to the contract on the part of opposition political parties and SCOPA had been mitigated.*

- 44.7 *Watson Watson's instruction was very clear. He said that Bosasa was not in a position to transfer a Jump sum to Rahadkhrishna but would make a monthly retainer payment on production of an invoice.*
- 44.8 *Rahadkhrishna was not happy. He started putting in invoices in the name of a 'Wine Merchant Company' in Cape Town. I cannot recall the name or the exact details of the invoices. I think it was about R75 000. 00 per month that was invoiced. The payments were effected by Carlos Bonifacio.*
- 44.9 *I stopped the invoicing from Aneel Rahadkhrishna in 2015. The Bosasa group of companies was under severe scrutiny. I offered to help Rahadkhrishna with branding and marketing resources for his company "Akhile ". I used this as an excuse for not making further payments to him. I told him payments would resume when the heat was off. I arranged that the internal design team of Bosasa to provide him services at no charge to re-brand his company and to design and create websites. Gavin Watson was informed. "(sic)*

**209. Affidavit of Vorster:**

Paragraphs 29 and 30 under the heading "Lindela":

- "29. *During 2008 I was introduced to Kevin Wakeford. He was always visiting Gavin Watson and he visited Head office often. During late 2009 Gavin Watson called me in and said that Kevin will speak to me and instructed me to him with the buying and delivering of wet and dry*

*cement.*

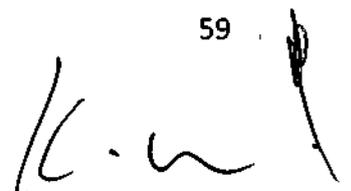
30. *Kevin Wakeford came to me in my office at procurement. He provided me with an address for delivery, at the Meyer Park Eco Estate in Meyerton. Kevin will also phone me with the amounts of cement that he would need. During the year we ordered wet cement from WG Wearne in Randfontein. This was to be paid before delivery took place. The dry cement was ordered from Randfontein Trading Centre where we had an account. I ordered truckloads full of dry cement that was delivered to Meyer Park Eco Estate. The value of wet and dry cement was just over R600 000.00. I understood that the person has assisted Bosasa with their SARS matter." (sic)*

**AD AGRIZZI'S PARAGRAPHS 43.1 TO 43.3**

210. These paragraphs contain factually correct statements but are used to mislead by what follows.

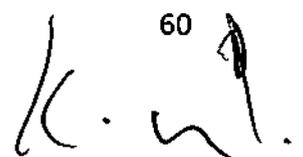
**AD AGRIZZI'S PARAGRAPH 43.4 - CONSULTANCY AGREEMENT PAYMENTS**

211. The allegations made by Agrizzi in paragraph 43.4 of his affidavit are false in every respect. No such meeting or discussion ever occurred with me, Watson and Agrizzi, nor have I ever told any part within Bosasa or otherwise that Papadakis could resolve any issues at SARS.
212. No such agreement for the provision of services in relation to SARS investigations ever existed or was entered into between me and Bosasa. No



agreement between Bosasa and myself for R100 000.00 per month ever existed either. This is why neither such agreement has been produced by Agrizzi.

213. As already addressed above, over the period of 2006 to April 2015, I had a consultancy retainer with Bosasa through my CC for an amount of R50,000 per month (or R57,000 including VAT). This is quite evident from all my financial records.
214. My financial records reflect that *inter alia* I received a monthly retainer of R50 000.00 plus VAT, and on the few occasions when payments received exceeded R50 000.00 they either related to expenses incurred on Bosasa's behalf, or arrears payments of my monthly retainer.
215. At no stage was I ever contractually paid R100,000.00 per month, whether to assist with SARS investigations or for any other purpose. The only months when I received R100,000.00 was as a result of arrears payments, or catch-up payments, of my monthly retainer from months when Agrizzi had not paid me.
216. The "Schedule of Invoices Sent and Payments Received from Bosasa Companies" (annexed at "EA218"), reflects that Agrizzi first stopped paying my monthly invoice in December 2009. Subsequently when payments to me resumed on 24 June 2010, double payments were processed to me as catch-up payments. All amounts received by my CC have been confirmed by the Commission to my bank statements.
217. I further appointed independent auditing firm, FullServe Chartered

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Accountants, to analyse my financial records for the purposes of this Commission. Here FullServe reviewed;

217.1. my CC's bank statements going back to 2009 until April 2015, when my services with Bosasa concluded;

217.2. Bosasa's general ledger of payments to my CC from 2007 until April 2015; and

217.3. my invoices and ledger of receipts of payment during that period.

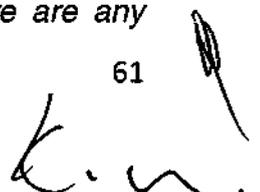
The letter confirms, *inter alia*, that the "escalated payments" that I received were for previously unpaid months together with the current month (hence a double payment for that month), and that this is normal business practice. (see annexure "EA222")

218. That these payments were nothing more than catch-up payments for previously unpaid invoices, is clearly reflected in email correspondence between me and Agrizzi over that period (see the emails annexed at "EA224"). Agrizzi provided these emails to the Commission previously in an attempt to support his representations, however contrarily they actually prove the truth of my own representations to the Commission.

219. In the email correspondence of 21 August 2010, I said the following to Agrizzi:

*"Hi Angelo*

**Any conclusion on my July 2010 (catch up) payment! If there are any**



*matters that I am unaware of please let me know. No offence!"*

220. The reason this was sent, was as Agrizzi had paid me my first catch-up payment in June 2010, but then once again did not pay me any amount in July 2010. This is reflected in the schedule provided and agreed to by Bosasa's accounting records.

221. On 4 October 2010, I then emailed Agrizzi again, stating:

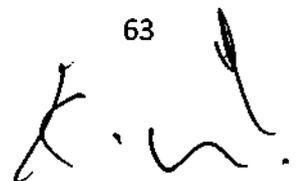
*"As you well know, I ceased invoicing the Group of companies at the beginning of 2010 as I sensed there were problems and continued assisting where and when I could add value out of friendship and loyalty to a company that have stood with me since mid 2006. **I was then told that the Group wanted to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

222. Once again, this correspondence demonstrates that the "double payments" were catch-up payments for previously unpaid amounts. This email was referring to the discussion that had transpired in June 2010 as already mentioned. At this time these payments were to compensate me for the previously unpaid 7 months of December 2009 to June 2010, amounting to R350,000 (R399,000 including VAT).

223. Lastly, on 24 July 2011, I emailed Agrizzi once more stating:

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

224. Once more this is with reference to prior months in which I was not paid my monthly fee.
225. This however can be most simplistically demonstrated by a simple perusal of the attached "Schedule of Invoices Sent and Payments Received from Bosasa Companies" as already referred to. This schedule reflects that I did not receive my fee for the months of December 2009 to May 2010, July 2010, and then again from September 2010 to January 2011. This represents 12 months in which I did not receive my monthly consulting fee.
226. The payments of R100,000.00 (or R114,000.00 including VAT) were received in June 2010, August 2010, and then February 2011 to November 2011. This represented 12 double payments i.e. the **exact number** of monthly payments I had previously not received. After my arrear's payments had been caught-up in November 2011, my monthly invoice returned to R50,000 per month thereafter.
227. The accounting records provided to me by Bosasa (see annexed the Great Plains Records of All Payments to W.I.E. marked "EA227") indicate that I was paid R6 255 387.01 over the period 22 June 2006 to 29 April 2015, a period of 107 months. This represents a monthly average of R58 461.57 including VAT or R51 282.07 excluding VAT.
228. The **total difference over this 107-month period**, between the monthly



invoices of R57 000 including VAT and the total amounts received, is only an amount of R156 387.

229. This is explained by the rare occasion, over the 9-year period in which I provided consulting services to Bosasa, that I received additional payments as reimbursement for expenses incurred in the fulfilment of my duties. (See annexure "EA227")
230. As already addressed above, Agrizzi originally told the Commission, that all delays in payments due to me were the result of "*the dire situation of Kevin Wakeford's financial system, that caused delayed payments.*"
231. When confronted with email correspondence from the Commission's Investigation Team, Agrizzi changed his evidence to state that "... Mr. Gavin Watson instructed me to not make any further payments to Mr. Wakeford... ..Mr. Wakeford had to wait for his payments...".
232. I am reliably informed that Agrizzi's accomplice van Tonder however confirmed under oath at the 417 inquiry into Bosasa's affairs that;
- 232.1. Agrizzi purposely held back payments due to me,
- 232.2. it was specifically Agrizzi's protests that prevented me from being paid on time,
- 232.3. Payments due to me would have to be doubled up when they weren't paid,

with the record of his evidence stating (see annexure "EA52"):

*"MR VAN TONDER ...As I wanted to say, you know, Mr Wakeford would submit the invoice. He would normally e-mail it to Mr Agrizzi and Mr Agrizzi would then pass it through the process. But **he purposely held on to it because he had a bid problem in paying Mr Wakeford.** So it was not a ... what I'm trying to say, it was not an invoice, a payment that was done on the second of every month, that's what I'm trying to say, and then **some months was late, and then it was, it double up, et cetera, et cetera...***

*ADV LOURENS: And but for Mr Agrizzi's protests (Wakeford's Invoices) would have been paid instantly?*

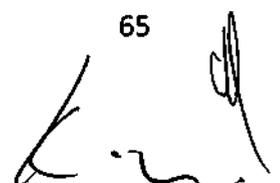
*MR VAN TONDER: Yes, Chair."*

233. The above demonstrates the absolute falsity of Agrizzi's claim in his founding affidavit that:

*"43.4 ...Bosasa entered into an agreement with Kevin Wakeford to pay him the amount of R100 000.00 per month as a fee for providing services in relation to the SARS investigation."*

**AD AGRIZZI'S PARAGRAPH 43.4 – LINK BETWEEN R100,000 PAYMENTS AND MAJOR SARS INVESTIGATION**

234. I am reliably informed that the depth of Agrizzi's lies can be seen from the Bosasa 417 enquiry transcript where Agrizzi was asked what SARS



investigation it was that I provided the alleged services for this R100,000.00 fee.

235. Below is the exchange from the transcript of the proceedings (see annexure "EA231"):

*"ADV LOURENS: To the effect of ... Well, let's unpack the statement for the moment. So the issues at SARS, what did that amount to at the time?"*

*MR AGRIZZI: At the time it was the investigation with regards to the Biorganics tax write-off.*

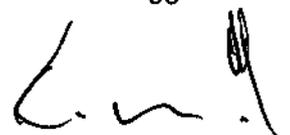
*ADV LOURENS: So that's the (SeaArk) continuation exercise.*

*MR AGRIZZI: Correct."*

236. The investigation however that Agrizzi is referring to only commenced in 2013, whereby Bosasa received their letter of engagement for this investigation on 11 April 2013 (see the SARS correspondence annexed marked "EA240": - *Proof Of Audit Notification On 11 April 2013*). Bosasa Supply Chain Management is what SeaArk was renamed. As such, this investigation only commenced a year and a half after I received the last of my catch-up payments.

### **AD VORSTER'S PARAGRAPHS 29 AND 30 – CEMENT DELIVERIES**

237. As regards Vorster's allegation in paragraph 29 of his affidavit, that in 2008 he was introduced to me by Watson , I state that I do not believe that I have ever met Vorster. I believe I may only have ever spoken to him telephonically.



238. In paragraph 30 of Vorster's affidavit, Vorster asserts that I went to see him in "*his office at procurement*", and that I provided him with a delivery address in Meyerton. I repeat that I have no recollection of ever meeting Vorster.
239. Vorster testified in his oral evidence on 30 January 2019, that I requested him to order and deliver wet and dry cement in **late 2009** and this continued for "**nearly a year**" i.e., until late 2010. (see annexure "EA243")
240. Vorster purports that these deliveries were for a person who had "*assisted Bosasa with their SARS matter*". He states similarly in his affidavit: "*I understood that the person has assisted Bosasa with their SARS matter.*" As pointed out above, the first SARS investigation however only commenced in 2011, two years after the period purported by Vorster.
241. The dishonesty of these claims by Vorster is demonstrated by the following, which include confirmations to me by the Commission investigators:
- 241.1. No orders for cement were placed with WG Wearne for wet cement by Bosasa subsequent to July 2009. The total of orders from WG Wearne for delivery to Meyersdal was R205,734.26. (see the Wearne Affidavit and attached email correspondence marked "EA245").
- 241.2. WG Wearne have confirmed that these deliveries commenced in February 2009, 2 years before SARS requested any documentation or representations from Bosasa in March 2011 and had already ended in July 2009.

- 241.3. Over the period claimed by Vorster, being late 2009 to late 2010, only R63,000.00 of materials were procured by the entire Bosasa group from RTC (Using September 2009 to September 2010 as our reference point. See annexure "EA252"). The Commission has subsequently informed me that only R91,121.89 in payments were made to RTC by Bosasa over the full three-year period of 01 January 2009 to 31 December 2011.
- 241.4. Of all accounting records inspected by the Commission relating to RTC, only one invoice of 26 February 2010 for R2,798.00 was for delivery to Meyersdal Eco Estate, and this invoice was never fulfilled and subsequently credit noted. (see annexure "EA253")
- 241.5. Most importantly, there was no "*major SARS investigation*" over this period or before at Bosasa. The first audit information request was received by Bosasa from SARS on **23 March 2011**, according to an engagement letter sent on 18 August 2010. (see annexure "EA255")
- 241.6. As confirmed above, Agrizzi claims this major investigation was the SARS investigation of SeaArk. This SARS audit however, **only commenced in April 2013**, , in excess of 4 years after the period of the allegations made by Agrizzi and Vorster, in 2009. (see annexure "EA240") One obviously cannot reach an agreement to settle a matter four years before that matter arose.
- 241.7. Furthermore, this audit continued beyond July 2014. The Commission

has however been able to confirm with SARS that Papadakis was no longer employed by SARS from 14 September 2013 already, almost a year prior to July 2014.

242. Agrizzi and Vorster claim that Papadakis received cement effectively as compensation for resolving a major investigation at SARS while he was employed by SARS.
243. Intuitively it follows that this major investigation must have commenced at some time before 26 February 2009 when apparently the first orders of cement for delivery to Meyersdal Eco Estate commenced, yet after 10 March 2008, when Papadakis was first employed at SARS as confirmed by SARS to the Commission.
244. The Commission's Investigation Team have confirmed that, "*Mr Agrizzi and Mr Vorster stated that Mr Papadakis was reimbursed for his services via the provision of cement to a property in Meyersdal, which was owned by Mr Papadakis. This is dealt with in detail below and appears to have occurred in 2009.*"
245. We are however now aware that these claims can only be false, given that Bosasa received its first audit information request from SARS in 2011 only, two years after this period. On this basis alone, these claims stand to be rejected by the Commission.
246. When I pointed this fact out in my founding affidavit in my application to the Commission, both Agrizzi and Vorster attempted to adapt their prior testimony



in their further affidavits. Vorster adapted his evidence to state, "*to the best of my recollection these orders for cement took place between 2009 and 2011*" in paragraph 5 of his representations to the Commission on 04 April 2019. (See extract annexed marked "**EA257**"). Previously Vorster had told the Commission that these orders commenced in 2009 and continued for "*nearly a year*".

247. Agrizzi went a step further than Vorster, providing a request for a cement quote I sent to him in July 2011 (annexed marked "**EA258**"), suggesting that these deliveries only commenced then, and not in 2009. Previously the only evidence Agrizzi could provide regarding the deliveries of cement was to state that Vorster would "*deal more thoroughly with that incident*" in his oral evidence of 28 January 2019. (See annexure "**EA259**").

248. As addressed above however, the accounting records of Bosasa, as well as the system printouts of WG Wearne themselves, confirm that no deliveries of cement for Bosasa were made subsequent to July 2009, confirming that the July 2011 quote requested was never fulfilled. This demonstrates two things. Firstly, that this was nothing more than a quote requested, and secondly that there was never a relationship of receiving cement for free, or else I would not have requested a quote in the first place.

249. In spite of not being able to provide any further evidence to the Commission previously and having to rather defer to Vorster, I am reliably informed that when Agrizzi was questioned on this matter at the Bosasa 417 Enquiry, he stated that in fact these cement deliveries amounted to over R1m.

250. This is reflected on pages 52 and 53 of the transcription of the evidence of the 417 Enquiry, repeated below (see annexure “EA234”):

**ADV LOURENS:** *Can you remember what the amount was that the wet and dry cement represented?*

**MR AGRIZZI:** *It was over R1 million.*

251. Vorster and Agrizzi’s adapting of their evidence, is of further concern given that the details of Vorster’s affidavit to the Commission in January 2019 were largely already contained within an affidavit signed by Vorster on 13 November 2017 (annexed marked “EA127”).

252. According to the affidavit of Venter of 18 December 2017, a meeting was held at Agrizzi’s home on 12 November 2017, where, *inter alia*, Venter and Vorster’s affidavits were prepared. Vorster’s affidavit was subsequently commissioned the following day on 13 November 2017..

253. Agrizzi confirmed that over this period of November 2017 Venter was part of a group of former employees working together with Agrizzi. As such Agrizzi and Vorster had settled the allegations made about me in excess of a year before ever making such representations to the Commission, and thus had sufficient time to satisfy themselves as to the accuracy of such allegations.

254. These allegations were however swiftly adapted by Agrizzi and Vorster subsequent to me proving the impossibility of the accusations made about me.

255. I am reliably informed, regarding Vorster’s claims that Papadakis was

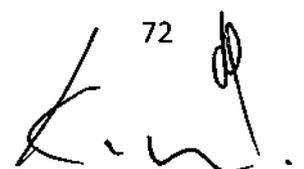
reimbursed with cement for assisting Bosasa "*with their SARS matter*", that Vorster once more adapted his evidence when testifying at the Bosasa 417 inquiry, now claiming he had no idea why he had to buy and deliver cement, stating (see annexure "EA260"):

**ADV LOURENS:** *During late 2009 Gavin Watson called me in and said that Kevin will speak to me and instructed me to him with the buying and delivering of wet and dry cement.*

*What is that? Why? Why would this take place?*

**MR VORSTER:** *I don't know. I can't tell you why.*

256. As already set out above, in spite of this affidavit of Vorster's of 13 November 2017, on 15 December 2017, attorney Daniel Witz, acting on behalf of, *inter alia*, Vorster, requested that Bosasa cede its Department of Correctional Services contract to a consortium of which Vorster was a part.
257. Subsequent to this unsuccessful request, Agrizzi requested on behalf of, *inter alia*, Vorster, in March 2018 (4 months after Vorster's affidavit was signed), that both of them be reemployed within Bosasa.
258. This confirms that neither Agrizzi nor Vorster are "whistle-blowers" as self-titled, and indeed their real intentions at all times were self-serving and nothing less than to take over the company.
259. I am reliably informed regarding Agrizzi' s claims of my involvement in this

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"major SARS investigation", that Agrizzi accomplice van Tonder, testified at the Bosasa 417 inquiry that there is no truth in it (see annexure "EA53"):

*ADV LOURENS: Can you remember any services rendered in relation to that investigation by Mr Wakeford?*

*MR VAN TONDER: Yes, Mr Watson insisted that I give feedback to Mr Wakeford continuously.*

*ADV LOURENS: Sorry, the question is, can you remember whether Mr Wakeford rendered services to Bosasa in relation to that investigation?*

*MR VAN TONDER: The only services was the time that he met with me, that's all.*

*ADV LOURENS: He attended a meeting with you?*

*MR VAN TONDER: Yeah, that was the services, is you want to refer to it as services.*

*ADV LOURENS: He didn't do any reconciliations, reports, opinions or advices or anything like that?*

*MR VAN TONDER: No, no.*

*ADV LOURENS: He met with you?*

*MR VAN TONDER: Yes, that's –*

*PRESIDING OFFICER: More than once?*

*MR VAN TONDER: Yes, Chair.*

*PRESIDING OFFICER: And you had to give him feedback?*

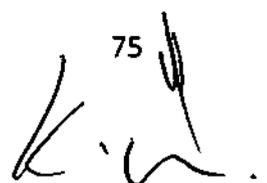
*MR VAN TONDER: And then I had to give him feedback.*

*PRESIDING OFFICER: Of what was going on with the SARS enquiry?*

*MR VAN TONDER: That is correct, Chair. And, yes that was the long and the short of it."*

260. From the above, on van Tonder's evidence, the sum of my involvement with the so-called SARS investigation was in van Tonder informing me of what was going on with the investigation.
261. My input provided in this regard to this investigation was to demonstrate what appeared to be victimization at the hands of SARS. This is confirmed in the email correspondence, annexed marked "EA262", sent to Van Tonder on 19 April 2013. From this it is clear that my "Draft Input" provided on 19 April 2013 was reproduced within the "Conclusion" paragraph of the attachment to Van Tonder's email of 03 May 2013. (see annexure "EA267") My input clearly did not relate to tax advice, had no involvement from Papadakis, and related to my view of the political victimization of Bosasa by SARS.
262. This ultimately culminated in a formal request being made through Ms Cheryl-Lee Lagerdian of SARS to request a meeting with SARS Executive, Jonas Makwakwa on 31 May 2013.

263. This meeting request was unsuccessful, and a further request was made to the then SARS acting Commissioner Mr Ivan Pillay on 19 June 2013, with a meeting then convened at the SARS Head Office with SARS representatives Desrae Lawrence and Fhatuwani Ntsieni. This was nothing more than a formal request made through the appropriate channels.
264. While Papadakis was employed by SARS I never requested anything more than to ask what formal processes one can follow in communicating with SARS. Van Tonder himself has confirmed, that I never provided any reconciliations, reports, opinions or advices on tax matters, and therefore neither could have Papadakis.
265. The insinuation has been made, that since I referred to Papadakis as “my advisor” from time to time, that this was some contrived plan to conceal his identity, however I have provided support to show that I was referring to Papadakis as my advisor in 2016 to his own wife, 3 years after his departure from SARS. This was nothing more than a nickname. (see annexure “EA271”)
266. The parties that provided tax advice to Bosasa over this period to the best of my recollection were Venter, Daniel Erasmus of TRM tax consultants, and Advocate Peter Solomon SC.
267. The information provided by Mr Nixon of the Commission’s Investigation Team on 15 August 2020, confirms that Mr Papadakis was no longer employed by SARS from 14 September 2013, and therefore to avoid any unnecessary prolixity of this response I have disregarded any emails falling outside Mr Papadakis’ period of employment from 14 September 2013 and beyond.

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**AD AGRIZZI'S PARAGRAPH 44 – DHA AND LINDELA CONTRACT**

268. In paragraph 44.4 of his founding affidavit to the Commission Agrizzi attempted to incriminate myself and Aneel Radhakrishna in matters of State Capture by stating that we had both been party to facilitating:

268.1. a five-year extension to the contract between Bosasa and the DHA for the operation of the Lindela Repatriation Centre, and

268.2. more favourable contract terms were included in the contract for Bosasa.

269. Again I am reliably informed that when Agrizzi was questioned at the Bosasa 417 Enquiry, on his own evidence before this Commission, as to what the “*more favourable contract terms*” were, Agrizzi stated that he did not even understand what was meant by “*more favourable contract terms*” and clarified that it was the alleged five-year extension that was the benefit obtained.

270. This is reflected on page 57 of the transcription of the evidence from the 417 Enquiry annexed marked “**EA238**”, which states;

**ADV LOURENS:** *The price was reduced by R860,000.00 per month but more favourable contract terms were included in the contract.*

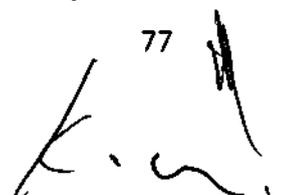
*What [...] is the more favourable contract terms?*

**MR AGRIZZI:** *Well, the extension of the tenure of the contract. I mean, that is a major thing. I don't know what they mean by “more*



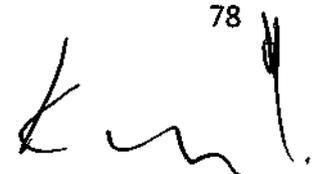
*favourable contract terms.*

271. Intriguingly when paragraph 44.4 of Agrizzi's own affidavit was quoted to him, his response was "*I don't know what they mean by "more favourable contract terms"*". This brings into question whether indeed Agrizzi had prepared this himself, or whether these are in fact the words of another.
272. The review that Agrizzi refers to in paragraph 44.2 of his evidence, relates to two Addendums to the original Lindela contract of 2005. These Addendums, the Second and Third Addendums to the 2005 contract, were concluded and signed on 18 February 2008 and 13 March 2009, respectively.
273. The original Lindela contract was for the provision of detention services for illegal foreigners at the Lindela Repatriation Facility inclusive of accommodation, meals, and security. This contract was concluded between Leading Prospect Trading (A subsidiary of the Bosasa group) and the DHA and was for the 10-year period of 01 October 2005 to 01 October 2015. (see annexure "**EA272**")
274. In 2007 the Home Affairs Turnaround Project ("**Turnaround Project**") was implemented, involving large-scale restructuring of the DHA. FeverTree Consulting (Pty) Ltd ("**FeverTree**") was contracted by the DHA to determine the scope of the Turnaround Project and identified a comprehensive set of transformation projects for the Department, including reviewing and renegotiating existing contracts.
275. In early 2007 I was contacted by the Minister of Home Affairs who requested

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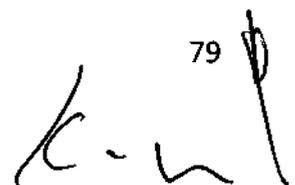
me to oversee the then envisaged Turnaround Project. This project was endorsed by Cabinet, given the ongoing crisis within the DHA.

276. Due to a lack of senior leadership, numerous suspensions within the DHA, a legacy of poor infrastructure and IT systems, as well as a poor governance environment, FeverTree, the local partner of AT Kearney was appointed. AT Kearney were highly regarded due to their previous success within the public sector in South Africa, and internationally, through their successful execution of home affairs related projects in USA, Belgium, and the Netherlands.
277. I informed the Minister at the time that I was providing consulting services to the Premier of the Eastern Cape Province as well as advising the Bosasa Group of Companies. My appointment as Ministerial Turnaround Adviser was through my close corporation.
278. This lasted for two years (2007 to 2009) and ended the month before the 2009 General Elections. As stated above I continued to consult to Bosasa and other clients in the private sector until April 2015.
279. During the Turnaround Project new and improved Service Level Agreements ("SLA's") were negotiated with all key suppliers to the DHA, including Sita, Telkom, SAPO, XPS/Skynet, Nthwese/Double Ring, GPW and Leading Prospects Trading (Lindela Repatriation Centre). Of these suppliers, only Nthwese/Double Ring and Lindela had existing contracts in place. All other contracts had expired or did not exist with DHA.
280. At all material times whether in relation to Bosasa or any of my clients, I was



mindful of possible conflicts of interest and without exception made full disclosures and recused myself from any decisions involving or relating to my clients.

281. I was the Minister's turnaround advisor and programme manager and indeed at the helm of the Turnaround Project, however I oversaw 55 projects and 7 workstreams, and was monitoring performance of these against contracted deliverables. I was at no stage whatsoever even remotely involved in the Lindela contract renegotiation.
282. I never attended or took part in any meeting with Agrizzi or Watson concerning the renegotiation of the Lindela contract with the DHA, FeverTree or Aneel Rahadkrishna ("**Rahadkrishna**"). I have also never been a part of any discussion where *"it was decided that Aneel Rahadkrishna could be 'managed'"*. I deny I would ever make a statement like that about someone in the context of fraud or corruption.
283. I have never been a party to any "deal" with Rahadkrishna that Agrizzi alludes to in his affidavit or at all. I have never been party to, nor am I aware of any discussion where a payment of R7 million to Rahadkrishna was discussed. I was never party to any discussion with Agrizzi where an extension of the Lindela contract was discussed.
284. Agrizzi would have met Rahadkrishna at the respective negotiation sessions between the DHA and Bosasa. Rahadkrishna was merely part of that process as a support consultant to the DHA Team and he had no individual authority.

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285. The culmination of these negotiations was the Second and Third Addendums to the original 2005 contract, as referred to above. As already stated, I was not a part of these negotiations in any way, however I have taken the time to review the contract and the two Addendums concluded while I was an advisor to the Minister of Home Affairs on the overall Turnaround Project.

286. The salient points of the Second Addendum were (see annexure "EA275"):

286.1. The DHA would receive a monthly saving of R640 939.23.

286.2. The minimum monthly threshold of 3,250 persons, which the DHA was liable for within the original 2005 contract, was reduced to 2,500 persons.

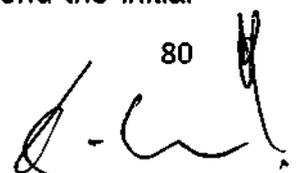
286.3. Variable costs for food would only be applicable when the number of immigrants held at the facility exceeded the minimum threshold of 2,500 persons.

286.4. Annual adjustments to pricing would be based on prevailing CPIX. This condition however was already present in the original contract.

287. The salient points of the Third Addendum were (see annexure "EA278"):

287.1. The parties undertook to meet by April 2015, before the expiry of the original contract in October 2015, to discuss the extension of the contract beyond the initial period of October 2005 to October 2015.

287.2. The DHA may at this time, in its sole discretion, extend the initial

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period until 31 October 2018.

- 287.3. If extended by the DHA, the contract would continue on the same terms and conditions as the current agreement, however the monthly charge payable by the DHA would be reduced by the capital cost of the facility of R1,804,620 per month.
- 287.4. A reduction in the monthly amortisation cost of the facility payable by the DHA of R420 000.
- 287.5. If the occupancy of the facility was below 50% of the minimum threshold of any 36-month period, the DHA would be able to reduce the variable cost component of the monthly charge.
- 287.6. The DHA were given a CPIX holiday of 6 months. (This landed up being 5 years)
- 287.7. Bosasa would provide additional medical services at no additional cost to the DHA.
- 287.8. Bosasa would spend an additional R5m in upgrading facilities and would provide the DHA with remote access facilities.
- 287.9. The DHA would have an option, during the full length of the contract, to purchase the Lindela facility at a price determined by a Registered Independent Valuer.
- 287.10. The DHA would have a right of first refusal on any offer to purchase

the facility by a third party.

288. Each and every individual contractual term of the two Addendums above, **was for the benefit of the DHA and not to the benefit of Bosasa.**

289. I pause here to draw attention to the fact that the "*extension*" referred to in the contract, was:

289.1. only to be determined by the DHA, **6 years** after the signing of the Third Addendum;

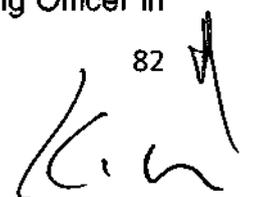
289.2. a decision to be made **6 years** after myself and Radhakrishna were no longer connected to the DHA in any way, and

289.3. no extension was eventually awarded to Bosasa in 2015 anyway.

290. In fact, Agrizzi has attempted to repurpose the demands he himself made of the DHA, where Agrizzi had stated to the DHA at the time in 2007 that he would only consider reducing the monthly invoice to the DHA under the condition that the original contract be extended for 5 years. This is addressed in page 9 of the "Lindela Negotiations – Outcomes of Deep Dive" report prepared on 04 December 2007 and attached hereto. (see annexure "EA295")

291. At this time, the recommendation was that the DHA should only consider a 3-year potential renewal subject to performance. Ultimately though Agrizzi was never afforded the extension he demanded.

292. Regarding, cost savings implemented, the Report of the Accounting Officer in



the 2007/2008 Annual Financial Statements of DHA (see annexed marked "EA302"), stipulated that negotiations around the Lindela contract resulted in direct savings of R7.7 million per annum to the Department, at this stage.

293. This was based on the annualised savings of R7.68m as a result of the R640 939.23 monthly saving provided. This would create future cost savings of R68m on the remainder of the Lindela contract, *ceteris paribus*, as detailed in the Annual Report of DHA for 2007/2008.

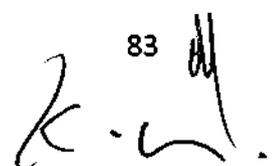
294. In addition to the cost of the contract decreasing immediately, if the contract was extended at the sole discretion of the Department, the cost would be further reduced by an additional R1.8m per month, producing additional potential future cost savings of R112m. This is detailed in annexures to the Third Addendum. (see annexure "EA286")

295. The Commissions Investigators have subsequently reviewed actual billings by Bosasa to the DHA, and confirmed the following:

295.1. Before the renegotiations commenced Bosasa invoiced the DHA:  
 $3,250 \text{ persons} \times 30.4 \text{ days} \times R79.90 \text{ per person} = R7\ 894\ 120 \text{ monthly.}$

295.2. After renegotiation of the two Addendums concluded in February 2009, Bosasa invoiced the DHA:  $2,500 \text{ persons} \times 30.4 \text{ days} \times R99.41 \text{ per person} = R7\ 560\ 130 \text{ monthly.}$

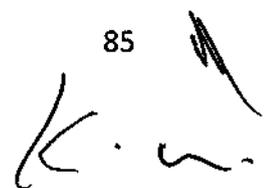
295.3. This amount remained the same for the following 62 months until March 2014. This means that no annual CPIX increases were implemented

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**over this 5-year period.**

296. This confirms that the price paid by the DHA after the two Addendums, was R333 990 less than the DHA paid before the renegotiation. Clearly a benefit to the DHA and not Bosasa.
297. However, this ignores the fact that the increase in price per person from R79.90 to R99.41 per day, was brought about as a result of the annual CPIX adjustments due and had nothing to do with the Addendums.
298. If this is considered, the true price before renegotiation for comparative purposes is:  
 $3,250 \text{ persons} \times 30.4 \text{ days} \times \text{R}99.41 \text{ per person} = \text{R}9\,821\,780 \text{ monthly.}$
299. Therefore, in reality the price after renegotiations represents an immediate decrease in billing of R2 261 578 monthly, R27 138 936 annually.
300. Bosasa however never increased this price by CPIX for the following 5 years, which they were contractually entitled to. I have tabulated below the "Actual" prices billed by Bosasa and compared them to what would have been billed by Bosasa had the renegotiation of the original contract not transpired (the price "Ex Negotiation").
301. This exercise was performed for the period 2009 to 2015 when the contract expired and demonstrates that the true financial saving by the DHA over this period amounted to R325 706 422.

302. **Table:**

A handwritten signature in black ink, appearing to be "K. W.", with a stylized flourish above the "W".

YEAR	SCENARIO	MIN. OCCUPANCY	DAYS	PRICE	MONTHLY COST	ANNUAL COST	CPI
2009	EX NEGOTIATION	3 250	30.4	99.41	9 828 169.65	117 938 035.80	6.16%
	ACTUAL	2 500	30.4	99.41	7 560 130.50	90 721 566.00	
	SAVING					<b>27 216 469.80</b>	
2010	EX NEGOTIATION	3 250	30.4	105.53	10 433 584.90	125 203 018.81	3.34%
	ACTUAL	2 500	30.4	99.41	7 560 130.50	90 721 566.00	
	SAVING					<b>34 481 452.81</b>	
2011	EX NEGOTIATION	3 250	30.4	109.06	10 782 066.64	129 384 799.63	6.32%
	ACTUAL	2 500	30.4	99.41	7 560 130.50	90 721 566.00	
	SAVING					<b>38 663 233.63</b>	
2012	EX NEGOTIATION	3 250	30.4	115.95	11 463 493.25	137 561 918.97	5.81%
	ACTUAL	2 500	30.4	99.41	7 560 130.50	90 721 566.00	
	SAVING					<b>46 840 352.97</b>	
2013	EX NEGOTIATION	3 250	30.4	122.69	12 129 522.21	145 554 266.46	5.24%
	ACTUAL	2 500	30.4	99.41	7 560 130.50	90 721 566.00	
	SAVING					<b>54 832 700.46</b>	
2014	EX NEGOTIATION	3 250	30.4	129.12	12 765 109.17	153 181 310.03	5.34%
	ACTUAL	2 500	30.4	99.41	7 560 130.50	90 721 566.00	
	SAVING					<b>62 459 744.03</b>	
2015	EX NEGOTIATION	3 250	30.4	136.01	13 446 766.00	161 361 191.98	5.18%
	ACTUAL	2 500	30.4	109.74	8 345 727.00	100 148 724.00	
	SAVING					<b>61 212 467.98</b>	

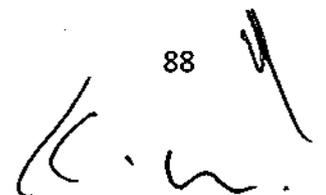
TOTAL SAVINGS FROM 2009 TO 2015

325 706 421.68

303. I am aware that Radhakrishna himself completely denies Agrizzi's accusation of an agreement with Bosasa for the payment of R7m regarding the Lindela renegotiation, however on plain logic it appears unlikely that a consultant would be rewarded with R7m if his efforts had cost them R325 706 422.
304. I have further provided extracts of the Income Statements from the Annual Financial Statements of Leading Prospect Trading, which demonstrate that before the renegotiation of the contract in 2007, Leading Prospect Trading earned an annual profit of R22.6m. After the renegotiation this profit consistently decreased year-on-year until 2012 and 2013, when the company actually made losses. (see annexure "EA308")
305. These financial statements are indicative of the profitability of the Lindela contract, as Leading Prospect Trading was a single-purpose entity exclusively for the operation of the Lindela contract.
306. Agrizzi's representations in paragraph 44.4 of his affidavit to the Commission, are false in its entirety.
- 306.1. The Lindela contract was not extended for five years, or at all.
- 306.2. The contract had already been in place for 2 years prior to this review, and thus this did not require National Treasury approval as alleged by Agrizzi. The DHA has already confirmed this to the Commission.
- 306.3. No "more favourable contract terms" were included in the contract. In fact, Agrizzi himself no longer appears to hold to this claim

according to his submissions at the 417 enquiry.

307. The effect of the negotiations and review was to bring the cost per capita to the Department down to only 35% of that of the cost per capita of similar services provided at Private Prisons and the Department of Social Services as addressed in the "Lindela Negotiations – Outcomes of Deep Dive" report referred to previously. (see annexure "EA298") This demonstrates the absurdity of Agrizzi's allegations of corruption.
308. As regards paragraph 44.6 of his Agrizzi's affidavit, which once more refers to the "*extended contract*", this statement can only be false, as confirmed above the contract was not extended. Furthermore, I at no time had any discussions with Agrizzi about the benefits of an extended Lindela contract, nor about the mitigation of opposition to the contract from opposition political parties and SCOPA.
309. I cannot speak on behalf of either SCOPA or opposition political parties, however it is only logical to assume that anyone would look favourably upon the DHA paying less and receiving more as the terms of the Addendums dictate, and it is absurd to suggest this is indicative of State Capture, corruption or fraud.
310. It is important to note that all FeverTree consultants operated at Home Affairs in a supportive capacity. They performed research and analysis followed by specific recommendations. As a support consultant working with DHA officials, Rahadkrishna was only one member of a team responsible for negotiating these savings. All statutory powers however remained vested in the Accounting



Authority, being the Director General and his subordinates, in terms of the respective delegations of authority for the necessary approvals including procurement and contracting.

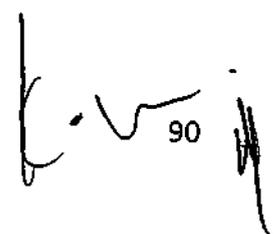
311. Significant outcomes from the Turnaround included reduced turnaround times for identity documents from an average of 137 days to 44 days; reduced turnaround times for Passports from an average of 47 days to 23 days; an efficient new Customer Contact Centre answering 95% of calls in 20 seconds and resolving 90% of calls on first contact; and an annual saving of R80m realised in procurement.
312. Each payment for a deliverable achieved was signed off by 5 signatories before being submitted to the DHA responsibility manager, and thereafter the finance department for payment. This once again points to a rigorous governance process.
313. Agrizzi has attempted to manipulated reality in suggesting that any surreptitious payments were made to Radhakrishna by Bosasa. Subsequent to the conclusion of the Lindela renegotiations in March 2009, Agrizzi personally approached Radhakrishna in October 2009, to enquire if his company Akhile would provide business advisory services in the negotiation of the terms and conditions of Kgwerano Phakisa's fleet management contracts with the Eastern Cape Provincial Government.
314. Radhakirshna is a public sector finance expert, and I would imagine it was for this reason that Agrizzi approached him. In this regard Radhakirshna (Akhile)

sent a proposal to Agrizzi on 08 October 2009, detailing the works to be performed and the quote of costs, which I annex here to "EA312".

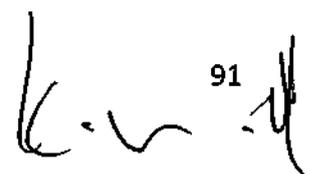
315. My sole involvement in this process was that Agrizzi asked for my input on the Draft Proposal of Akhile, to which I informed him that that he should counter the offer with more favourable financial terms to Bosasa.
316. Regarding Radhakrishna's later consulting to Bosasa, one needs to appreciate that an independent business consultant enjoys the same professional agility that advocates, or attorneys do and no individual client owns that professional in perpetuity.
317. Agrizzi has suggested that this relationship was deliberately hidden in some manner by Radhakrishna invoicing Bosasa in the name of Distinctive Choice Wines at some later stage.
318. The Commission, however, has confirmed that this only occurred in July 2011, 2 years after Akhile, Radhakrishna's company, had already invoiced Bosasa directly in November 2009.
319. It is counter-intuitive to suggest that a relationship would be revealed in plain sight only to be hidden 2 years later.

### **BRIEF SUBMISSIONS**

320. What I have set out above speaks for itself, but I wish to make the following submissions.

A handwritten signature in black ink, appearing to be 'K. V. 90' followed by a stylized flourish.

321. I have denied all allegations implicating me in any wrongful, unlawful, corrupt, or fraudulent conduct at all.
322. Neither Agrizzi nor Vorster have presented any evidence implicating me which they are able to prove or corroborate.
323. Each of the witnesses confesses to being fraudulent and corrupt.
324. I respectfully believe that their attempts to implicate me are malicious and self-serving. In the case of Agrizzi he soon came to despise me for the reasons aforementioned. I believe his evidence is only intended to cause me reputational harm. In the case of Vorster, I believe he is simply Agrizzi's sycophant or acolyte. His evidence in relation to me is clearly manipulated to suit Agrizzi's allegations.
325. I have disclosed my true relationship to Bosasa as a retained consultant at all material times.
326. My financial records refute the allegation that I was paid an agreed R100 000.00 per month for services to be rendered in relation to a SARS investigation.
327. In the Period late 2009 to late 2010, to which Vorster speaks (Agrizzi does not specify a period and defers to what Vorster says) the only Engagement by SARS of Bosasa was on 18 August 2010 i.e., at the end of the period, leaving no material nexus between the period relied on and any investigation. It was only hereafter that the so called "constant audits" by SARS occurred.

 91

328. The records the Commission has provided me in regard to Bosasa's cement purchases in the period referred to by the witnesses refute the monetary amounts and cement quantities alleged and there is no reliable evidence to even suggest the allegations put forward.
329. Regarding Lindela I have fully disclosed my role in the Home Affairs Turnaround Project.
330. Neither Radhakrishna nor I had any influence or powers to do as Agrizzi alleges. On the contrary Home Affairs and the national fiscus were the clear winners on multiple levels while Bosasa was negotiated down to a cost effective and less lucrative basis.
331. The allegations by the witnesses are verifiably false, can reasonably be rejected with or without cross examination, and demonstrates the deceitfulness of the witnesses at this Commission.
332. The allegations and my being implicated has placed my entire career and future participation in all spheres of South African society at risk. The prejudice to me is simply incalculable.
333. Agrizzi however has thus far evaded cross-examination by me. In October 2019 when he was to appear to be cross-examined, he requested a delay as he stipulated that his advocate was on holiday, and since then he has relied on the suggestion that his health prevents him from attending this Commission.
334. He has further used this excuse in avoiding court appearances on two separate

criminal charges he is currently facing. In the meantime, however, he has been healthy enough to travel to the Western Cape from Gauteng, and attend his daughter's wedding, without the requirement to wear a mask, with no oxygen tank, and without any need for assistance in walking. Agrizzi's health appears to be conditional upon where he is going.

### CONCLUSION

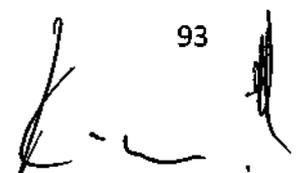
335. This has been an exceedingly difficult and painful period for my family and me. This also impacted on my former staff at Armscor and my broader relational network. However, I stand ready to continue contributing to the Republic of South Africa in whatever way or capacity.

336. I have a deep love for this country and will never allow cheap politics and deception to constrain my commitment or motivation. I have no problem where crime is robustly confronted, but it is a great pity that corrupt people like Agrizzi and others are allowed to cause so much chaos with evil intent by drawing innocent citizens into the fray for malicious purposes. His deceitfulness and reckless lies about me will never stand the test of rule of law, nor will they sustain themselves in the court of public opinion.

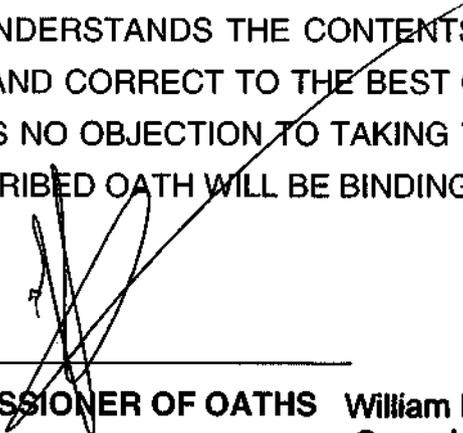


DEPONENT

THUS SIGNED AND SWORN TO AT PRETORIA ON THIS THE                      DAY OF  
FEBRUARY 2019, THE DEPONENT HAVING ACKNOWLEDGED THAT HE KNOWS



AND UNDERSTANDS THE CONTENTS OF THIS AFFIDAVIT, THAT IT IS BOTH TRUE AND CORRECT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THAT HE HAS NO OBJECTION TO TAKING THE PRESCRIBED OATH AND THAT THE PRESCRIBED OATH WILL BE BINDING ON HIS CONSCIENCE.

  
\_\_\_\_\_  
**COMMISSIONER OF OATHS** William Richard Crichton  
FULL NAMES: Commissioner of Oaths  
DESIGNATION: Ex officio – Attorney  
Enderstein van der Merwe Inc.  
ADDRESS: 1<sup>st</sup> Floor Bradford Corner  
2 Bradford Road, Bedfordview  
TEL: 011 615 8591

## ORDER FOR CROSS EXAMINATION GRANTED BY CHAIRPERSON EA1

07 OCTOBER 2019 – DAY 178

PROCEEDINGS RESUME ON 7 OCTOBER 2019

CHAIRPERSON: Good morning Mr Mokoena, good morning everybody.

ADV PHILLIP MOKOENA SC: Good morning DCJ.

CHAIRPERSON: Before we start with the oral evidence I am going to make an order that has got nothing to do with the witness who will be giving evidence today. It is an order relating to some application for Leave to Cross-examine. Let me deal with that and then we can start.

The order that I am going to make relates to an application that was brought by Mr Kevin Wakeford for Leave to Cross-examine Mr Angelo Agrizzi and Mr Frans Hendrick Steyn Vorster who previously gave evidence in this commission in relation to Bosasa. I am going to make this order and will only give reasons if it becomes necessary at a later stage. The order I make is that

1. The applicant's non-compliance with the time frames provided for in the rules governing the commission's proceedings in relation to the orders set out below and to the extent necessary extending such time frames - okay I am going to rephrase that. He applicant's non-compliance with the time frames provided for in the rules governing the commission's proceedings in relation to applications for Leave to Cross-examine a witness is hereby condoned.
2. The applicant is hereby granted in terms of Rule 3.3.6 read with Rules 3.4, 3.5, 3.6, 3.7 and 3.8 leave to give oral evidence and to cross-examine the witnesses who have given evidence and implicated him names Mr Angelo Agrizzi and Mr Frans Hedrick

EA2

07 OCTOBER 2019 – DAY 178

Steyn Vorster on such terms as the Chairperson will give at the commencement of the cross-examination.

3. The applicant is granted leave in terms of Rule 3.9 to make written and oral submissions on the possible findings and conclusions that the commission ought to make on the evidence placed before it insofar as that evidence relates to him.

The cross-examination of Mr Agrizzi will take place on Wednesday this week and at the commencement of the proceedings I will announce the amount of time that I will give the applicant to cross-examine each one  
10 of those two witnesses.

Yes Mr Mokoena.

**ADV PHILLIP MOKOENA SC:** Mr Chair on the 15<sup>th</sup> August 2019 the commission dispatched correspondence to Mr Duduzane Zuma and his legal team wherein Mr Duduzane Zuma was invited to appear before this commission and to answer questions by the commission's legal team. And on the 5<sup>th</sup> September 2019 the commission dispatched a letter to Mr Zuma and his legal team responding to a letter which was inadvertently not responded to of the 20<sup>th</sup> June 2019 where Mr Zuma and his legal team were assured that today when we commence with  
20 the proceedings they would not be postponed and that we will – you will never stand down the matter as there were queries relating to the previous sittings. Fundamentally Mr Chair Mr Zuma was also informed that today he will be expected to answer questions in relation to six witnesses that testified before this commission and their evidence was previously led through different members of the legal team. For



"KW<sup>EA3</sup> 1"**Release issued by Kevin Wakeford in relation to State Capture Allegations**

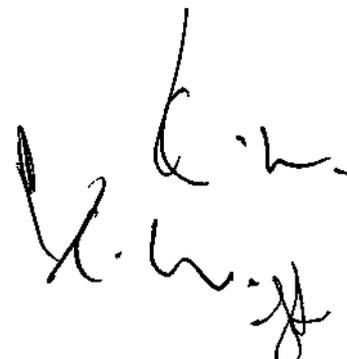
Kevin Wakeford first heard about his name been mentioned in documents relating to the Zondo Commission of enquiry late last week and confirmed such through his legal representatives on Sunday evening the 21<sup>st</sup> January 2019. He received written communication last night.

Wakeford together with his legal representatives are preparing a detailed submission spanning a decade or more. He indicated that he will cooperate with the Commission and adhere to the rules inter alia relating to interacting with the media.

He views Agrizzi's allegations as a gross fabrication and a web of twisted lies. He is of the opinion that Agrizzi is been deliberately dishonest and malicious due to ongoing conflict and tensions between the two.

Wakeford confirmed his friendship with the Watson brothers dating back to the mid 1980's where he learnt of their huge sacrifices for the achievement of a non-racial and democratic South Africa. "The Watson's were and still are dedicated and loyal supporters of the ANC. They lost their home due to arson committed by the former regime and their business was finally liquidated due to ongoing harassment from the state and the *establishment* of the time. They resourced hundreds of cadres when fleeing the country into exile" he said.

Wakeford also confirmed his professional relationship as a consultant to BOSASA spanning a period of 8 years. "I never hid my consultancy arrangement with BOSASA and disclosed my relationships to all organs of state and other organisations that I consulted to in order to avoid any conflict of interest. I recused myself from meetings where decisions related to BOSASA at all times. There is sufficient evidence to validate such" he stated. He said his role covered most aspects of the political economy.



EA4

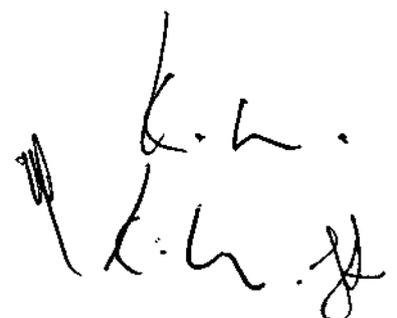
"Agrizzi did his utmost to alienate and marginalise me within the BOSASA context. Most of my interactions with BOSASA Directors and in particular Gavin Watson were off site. There was a time when my monthly retainer was suspended for almost an entire year without any notice. I attribute all these actions to Agrizzi" he said.

Wakeford said, "I have never attempted to influence SARS. In fact BOSASA have always complained about ongoing SARS audits and investigations for which I had no remedy. I am not a tax expert and I have never had any inclination to assist in that regard. Nor have I had any dealings on the Lindela Contract extension. My role at Home Affairs was to support the Turnaround Project as a Consultant. I had no power to amend, adjudicate or authorise contracts as I was not a public official at that time."

"I have been the ARMSCOR CEO since 1<sup>st</sup> May 2019. ARMSCOR has no contracts with BOSASA. In fact ARMSCOR has no contracts with any of the GUPTA linked companies either. We have achieved 3 clean audits and 1 unqualified audit during my tenure as CEO. I am committed to clear my name and request that all stakeholders exercise patience as I work with my legal team to prepare a comprehensive response" he said.

ENDS.

23<sup>rd</sup> January 2019.

A handwritten signature in black ink, appearing to read 'K. H. King'. The signature is written in a cursive style with a vertical line to the left of the name.

"FA5  
KW2"**Release issued by Kevin Wakeford in relation to State Capture Allegations**

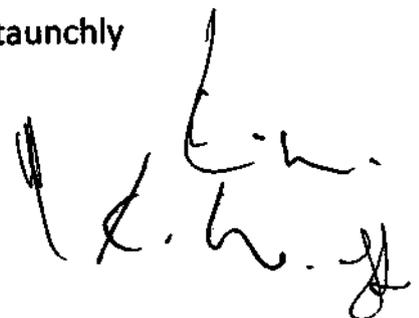
Kevin Wakeford was officially notified by the Commission secretariat last week that his name appears in papers submitted to the Commission.

Wakeford together with his legal representatives are preparing a detailed submission spanning a decade or more. He indicated that he will cooperate with the Commission and adhere to the rules inter alia relating to interacting with the media.

Wakeford believes in and respects the "rule of law" and the process of testing evidence to achieve a just outcome. He has requested the citizenry to be patient as he cannot comment on the substance of his submissions until it is considered by the Commission as per the ruling of Judge Zondo last Tuesday. He views Agrizzi's allegations as malicious, a gross fabrication and a web of twisted lies.

"I have sacrificed and dedicated much of my life to integrity and ethical leadership often to the detriment of my extended family. I was unemployable for an extended period due to my involvement in whistleblowing activities. The Commission into the Collapse of the Rand in 2002 and my support to the former Deputy Director General of the Department of Justice, Mike Tshishonga, during his damning whistle blowing revelations in 2003 and 2004 bare testimony to this. The award winning journalist and author Barry Sergeant's book on *The Assault on the Rand* is an excellent record of both these matters" he said.

Wakeford confirmed his friendship with the Watson family dating back to the mid 1980's where he witnessed their huge sacrifices for the achievement of a non-racial and democratic South Africa. They resourced hundreds of cadres when fleeing the country into exile at that time and remain staunchly committed to non-racialism to this day" he said.



EA6

He indicated that it is common knowledge that they lost all their possessions at the time due to ongoing harassment from the state and the wider establishment of the time. "There were times where I supplied the Watson family with food parcels and money to sustain them – such was my relationship with the family" he said.

Wakeford also confirmed his professional relationship as a retained consultant to BOSASA spanning a period of 8 years. "I never hid my consultancy arrangement with BOSASA and disclosed my relationships to all organs of state and other organisations that I consulted to in order to avoid any conflict of interest. Prior to my tenure at Armscor, I recused myself from meetings concerning decisions relating to BOSASA at all times. There is sufficient evidence to validate such" he stated. He said his advisory role covered a broad range of matters ranging from strategy, public policy, political analysis, media analysis and consideration of possible business opportunities.

"I have been the ARMSCOR CEO since 1<sup>st</sup> May 2015. ARMSCOR has no contracts with BOSASA. In fact ARMSCOR has no contracts with any of the GUPTA linked companies either. We have achieved 3 clean audits and 1 unqualified audit during my tenure as CEO. I am committed to clear my name and request that all stakeholders exercise patience as I work with my legal team to prepare a comprehensive response" he said.

He confirmed that he had requested the Armscor Board to place him on special leave last Tuesday to allow him time to prepare his response and to give him time to clear his name. "One cannot expect Armscor employees to be led by a CEO whose integrity is been questioned in the public domain, hence the period of special leave" he said.

**ENDS.**

**28<sup>th</sup> January 2019.**

A handwritten signature in black ink, appearing to read 'K. L. W.' with a stylized flourish below it.

EA7

"KW3"



15 FEBRUARY 2019

## MEDIA STATEMENT

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### ARMSCOR APPOINTS ACTING CHIEF EXECUTIVE OFFICER

The Chief Executive Officer, Mr Kevin Wakeford tendered his resignation on the 30<sup>th</sup> October 2018. During his termination period allegations against him surfaced at the Zondo Commission of Inquiry. The CEO responded by requesting special leave to prepare his submission. After discussion at his request with the Acting Chairperson of Armscor and the Minister of Defence, it was agreed that the CEO will step down and would make himself available for Armscor matters during the remainder of his notice period ending 30 April 2019.

The CEO deemed it necessary to handle the matter this way in the interest of the ongoing stability at Armscor. He reiterated his view that Armscor is a well governed institution boasting 3 clean audits and 1 unqualified audit during his tenure. He reminded all that Armscor has no contract with Bosasa.

"I wish to thank the Minister, the Board of Directors, EXCO, the leadership of the SANDF, DOD, the South African Defence Industry (SADI) and Armscor staff for their ongoing support during very difficult times." stated Mr Wakeford. "It is my intention to clear my name but I believe it is unfair to lead the organisation whilst these allegations remain unresolved in the public domain" he further reiterated. The CEO looks forward to presenting his case at the Commission of Inquiry.

The Board wishes to thank Mr Wakeford for all his valuable contribution and wish him well in his future endeavours. The Board has today (15 February 2019) appointed Advocate Solomzi Mbada to act as a CEO in the interim. The Board wishes to also thank Advocate Mbada for accepting this responsibility and trust that all stakeholders will give him and the Executive Committee the necessary support. **ENDS**

### ENQUIRIES

**Ms Monde Süßmann**  
Senior Manager: Corporate Communications  
E-mail: nomondes@armscor.co.za

Page 1 of 1

## EXTRACT OF ADV PRETORIUS COMMENTS AT COMMISSION EA8

16 JANUARY 2019 – DAY 34

an affidavit of the lead investigator in this particular tranche of evidence, Mr Frank Dutton, and if I may refer to that affidavit and in brief summary put before you what Mr Dutton says. On page 1 Mr Dutton sets out his considerable experience as an investigator. On page 2 of that affidavit he says that:

10 "Since September 2018 I have met and interviewed Mr Agrizzi on numerous occasions. He has openly disclosed his personal involvement in the corruption and criminality which he has revealed. He implicates about 38 people, many of whom are persons of stature and influence, in alleged corrupt practices, money laundering and tax evasion. This includes bribery of public officials and politicians."

He says in paragraph 11 of the affidavit on page 2:

"Investigative steps that our investigation team has taken has independently confirmed the accuracy of several aspects of his allegations."

He summarises the evidence to be given, with your leave Chair, as follows:

20 "Agrizzi alleges that the senior management of a group of companies known as Bosasa, senior Government employees, politicians and others are and were involved in criminal activities centred on tender fraud and corruption for the past 20 years. The amount of money involved in these illegal activities probably amounts to billions of South African Rands. All those involved in these corrupt practices received substantial cash and other gratuities."



## EXTRACTS OF AGRIZZI ORAL EVIDENCE AT COMMISSION EA9

16 JANUARY 2019 – DAY 34

with the provision of catering and security services in various departments of Government including the Department of Correctional Services.

The evidence that the witness intends to lead, with your leave Chair, can be characterised at its very least as sensitive, in that the information relates to the disclosure of unlawful conduct, corrupt activities and deceit that implicates public office bearers and individuals who occupied material positions in Government, Government entities or corporate entities. His testimony will not be exculpatory; it rather implicates him in the unlawful conduct that he seeks to disclose.

For the reasons that I am about to canvass Chair, which relates to  
10 compliance with the rules and other matters, the fact that Mr Agrizzi is scheduled to appear before the Commission has been kept confidential. Not only has his identity not been disclosed but no person implicated or otherwise has been given notice of the intention to call Mr Agrizzi as a witness.

Now before dealing specifically with two issues Chair, which I must deal with before the witness testifies, we must emphasise that we approach the evidence with caution. The evidence could, in theory at least, be entirely fabricated. It could be exaggerated or distorted. It could be motivated by improper motives or it could be reliable and true and correct in part, material part or as a whole.

We emphasise Chair, that we make no prior submissions on the cogency  
20 or reliability of the evidence. We make no prior submissions on whether it is comprehensive or not, whether it is all the evidence, we will talk about some of the details in that regard in due course. Ultimately Chair, it is the responsibility of the Commission, particularly yourself Chair, to make those decisions in regard to the value of that evidence.

But for the present we are able to say that there is substantial



## EXTRACT OF AGRIZZI ORAL EVIDENCE AT COMMISSION

EA10

28 JANUARY 2019 – DAY 41

**MR ANGELO AGRIZZI:** And then we basically would get an order to say that you need to deliver wet and dry cement.

**ADV PAUL PRETORIUS SC:** Wet and dry or wet or dry?

**MR ANGELO AGRIZZI:** Wet and dry.

**ADV PAUL PRETORIUS SC:** Alright.

**MR ANGELO AGRIZZI:** Cement to a certain property in Meyersdal, but I think that Frans Vorster or the next witness will deal more thoroughly with that incident.

**ADV PAUL PRETORIUS SC:** Do you know who owned that property in Meyersdal?

**MR ANGELO AGRIZZI:** That was owned by Mr Papadakis.

10 **ADV PAUL PRETORIUS SC:** Do you know whether cement deliveries were indeed made and, Chair, there will be further evidence in relation to those transactions. Let us move on please to paragraph 44 where you talk of the Department of Home Affairs and certain renegotiations which took place in relation to the Lindele repatriation centres?

**MR ANGELO AGRIZZI:** That is correct.

**ADV PAUL PRETORIUS SC:** You say you went to the meeting where Mr Watson and Mr Wakeford would have discussed matters relating to the investigation of SARS with Mr Papadakis?

**MR ANGELO AGRIZZI:** I was not in the – I cannot recall being in the meeting with Mr Papadakis and Mr Wakeford and Mr Watson.

20 **ADV PAUL PRETORIUS SC:** The evidence you can give you have already given?

**MR ANGELO AGRIZZI:** Yes.

**ADV PAUL PRETORIUS SC:** Let us go then to paragraph 44, the Lindele repatriation centre. You have told the, Chair, that that centre was a facility owned by the Bosasa groups. You say here in the statement specifically by Bosasa Properties Pty Limited?

**MR ANGELO AGRIZZI:** That is correct, Chair.



EA11

## COMMISSION RECORD FROM 16 JANUARY 2019

16 JANUARY 2019 – DAY 34

a manifest public interest that had to be respected in preserving the evidence. In preserving and ensuring the safety of the witness. There is also the public interest in making clear to the public out there that the safety and integrity of persons in positions similar to Mr Agrizzi should feel perhaps not comfortable but at least reasonably secure in coming forward to the Commission to give testimony. Those interests, we submit outweigh the interests of implicated parties and those are real interests. They are interests of fairness, which we do not wish to minimise, but we say they are outweighed by the interests we have said, and those are interests in receiving prior notice. The interest is simply an interest in receiving prior notice

10 before the evidence is given. Their rights are not removed; they are merely delayed to a point where the evidence is actually given. They have rights in terms of Rule 35 to approach you for an order to cure any prejudice that may have been suffered, and each implicated party will be notified of those rights.

So Chair, we – then I will ask for the particular relief that we seek as a legal team in due course but just to raise a second issue, the second issue that arises is whether in the light of the rights of various implicated parties, particularly rights of reputation, is whether the evidence of the witness should be given in camera. That is in a sense related to the first issue. That issue has been carefully considered by the legal team. I have the benefit of a very thoroughly researched

20 memorandum prepared by the legal team under the direction of Adv Xlabashi, and its conclusion, if I may just refer you to that conclusion, is that there appears to be no valid basis for making an application for an in camera hearing of evidence that is in large part already in the public domain. One must recall that there have been press reports in relation to this evidence in the public domain.

The issues that we have considered, as I have said, weighing up the



EA12

16 JANUARY 2019 – DAY 34

public interest, the duties of the Commission, its transparent nature, the rights of the public to know what is happening and the evidence to be given as against the right to prior notice. The right to defend, the right to cross-examine, the right to put up contrary versions is merely delayed, it is not removed.

**CHAIRPERSON**: The right to apply for leave to cross-examine?

**ADV PAUL PRETORIUS SC**: Ah, yes Chair of course, and it is not – I must correct myself there and I have, from time to time been corrected, I might have a slightly different emphasis in relation to my own views but they must concede to the rules and to what you have just said. There is no right to cross-examine. It is a right to  
10 apply for leave to cross-examine under your direction Chair.

So we ask that the witness be called, subject to the understanding that implicated parties will now be followed and that the – will now be informed and the procedures and the rules set in motion, and we ask that that evidence be given in open forum.

**CHAIRPERSON**: I understand that the witness himself is quite happy that he gives evidence in the open is that correct?

**ADV PAUL PRETORIUS SC**: Yes, it is in fact his wish that that occur.

**CHAIRPERSON**: Yes. No thank you very much. I think that in relation to the decision of the legal team not to give prior written notice as contemplated in the  
20 rules, to implicated persons and not to furnish implicated persons with this witness's statement, what you have done is to put before me affidavits that seek to explain why that decision was taken. On the face of it, it appears to me that subject to whatever any implicated person may wish to say or may say in due course, because I will leave that door open, it seems to me that *prima facie* there were good reasons for doing so. But I think I should not make any decision, final decision in regard to

EXTRACTS OF CONSTITUTIONAL COURT JUDGEMENT IN MATTER  
BETWEEN ZUMA AND SECRETARY OF COMMISSION

EA13  
JAFTA J

[15] It cannot be gainsaid that the Commissions Act authorises serious limitations of fundamental freedoms and rights guaranteed by the Bill of Rights. To mitigate the intrusion upon individual rights, the Act restricts its application to a commission established “for the purpose of investigating a matter of public concern”. In view of this impact of the Act on fundamental rights, the duty imposed by section 39(2) of the Constitution when legislation is interpreted, is activated during the construction of the provisions of the Commissions Act. This duty requires this Court to interpret the Act in a manner that promotes the rights and freedoms safeguarded by the Bill of Rights.<sup>12</sup>

[16] The phrase “a matter of public concern” is subject to an objectively ascertainable standard. It does not mean what the President in his or her mind views as public interest. Instead, it refers to the concern that the general public had in respect of the matter to be investigated by the Commission vested with coercive powers in the Commissions Act.

- 
- “(1) Any person summoned to attend and give evidence or to produce any book, document or object before a commission who, without sufficient cause (the onus of proof whereof shall rest upon him) fails to attend at the time and place specified in the summons, or to remain in attendance until the conclusion of the enquiry or until he is excused by the chairman of the commission from further attendance, or having attended, refuses to be sworn or to make affirmation as a witness after he has been required by the chairman of the commission to do so or, having been sworn or having made affirmation, fails to answer fully and satisfactorily any question lawfully put to him, or fails to produce any book, document or object in his possession or custody or under his control, which he has been summoned to produce, shall be guilty of an offence and liable on conviction to a fine not exceeding fifty pounds or to imprisonment for a period not exceeding six months, or to both such fine and imprisonment.
- (2) Any person who after having been sworn or having made affirmation, gives false evidence before a commission on any matter, knowing such evidence to be false or not knowing or believing it to be true, shall be guilty of an offence and liable on conviction to a fine not exceeding one hundred pounds or to imprisonment for a period not exceeding twelve months, or to both such fine and imprisonment.”

<sup>12</sup> *Chisuse v Director-General, Department of Home Affairs* [2020] ZACC 20; 2020 (6) SA 14 (CC); 2020 (10) BCLR 1173 (CC) at paras 49-50. See also *Van Vuren v Minister of Correctional Services* [2010] ZACC 17; 2012 (1) SACR 103 (CC); 2010 (12) BCLR 1233 (CC) at para 47; *Chagi v Special Investigating Unit* [2008] ZACC 22; 2009 (2) SA 1 (CC); 2009 (3) BCLR 227 (CC) at para 14; *Daniels v Campbell N.O.* [2004] ZACC 14; 2004 (5) SA 331 (CC); 2004 (7) BCLR 735 (CC) at paras 43-5 of Ngcobo J’s concurring judgment and paras 81-3 of Moseneke J’s dissenting judgment; and *Bato Star Fishing (Pty) Ltd v Minister of Environmental Affairs and Tourism* [2004] ZACC 15; 2004 (4) SA 490 (CC); 2004 (7) BCLR 687 (CC) at para 72.

EA14  
JAFTA J

[17] With regard to the objective test and the proper approach to the interpretation of the phrase, this Court said in *SARFU III*:

“In determining whether the subject-matter of the commission’s investigation is indeed a ‘matter of public concern’, the test to be applied is an objective one. The legally relevant question is not whether the President thought that the subject-matter of the inquiry was a matter of public concern, but whether it was objectively so at the time the decision was taken. Whether or not the matter is one of public concern is a question for the courts to determine and not a matter to be decided by the President within his own discretion. In this context, the Constitution requires that the notion of ‘public concern’ be interpreted so as to promote the spirit, purport and objects of the Bill of Rights and to underscore the democratic values of human dignity, equality and freedom. The purpose of the requirement that a matter be one of public concern is, on the one hand, to protect the interests of individuals by limiting the range of matters in respect of which the President may confer powers of compulsion upon a commission and, on the other, to protect the interests of the public by enabling effective investigation of matters that are of public concern.”<sup>13</sup>

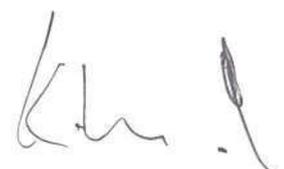
[18] In the context of the Commissions Act, a matter is of public concern if it evokes public anxiety or worry and interest. The presence of one or the other of these features does not constitute public concern. With the help of a dictionary meaning, this Court in *SARFU III* stated:

“The Oxford English Dictionary defines the term ‘concern’ as ‘anxiety or worry; or matter of interest or importance to one’. The first meaning given is the meaning of ‘worry or anxiety’. The second meaning is a matter of interest or importance. In our view, ‘public concern’, as it is used in the Commissions Act, should be interpreted in a way which involves both the notion of ‘anxiety’ and ‘interest’. A matter of public concern is, therefore, not a matter in which the public merely has an interest, it is a matter about which the public is also concerned. ‘Public concern’ in this context is therefore a more restricted notion than that of public interest.”<sup>14</sup>

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<sup>13</sup> *SARFU III* above n 4 at para 171.

<sup>14</sup> *Id* at para 174.



## COMMISSION RECORD FROM 29 JANUARY 2019

EA15

29 JANUARY 2019 – DAY 42

**MR ANGELO AGRIZZI**: That is correct, Chair.

**CHAIRPERSON**: Okay, thank you.

**ADV PAUL PRETORIUS SC**: Part of the contents of that meeting were indeed recorded and later published further on social media?

**MR ANGELO AGRIZZI**: That is correct, Chair.

**ADV PAUL PRETORIUS SC**: I will give you an opportunity to deal with that, but I must play that for you and for the, Chair.

**MR ANGELO AGRIZZI**: I appreciate the fact that we have to open and transparent, Chair, but also you need to play the whole three hours, because you need to hear what started it. I am not finding excuses. Listen, I am embarrassed of myself. I am  
10 ashamed of myself for ever doing that, but please just understand the context. No sleep, I was beside myself and I am not going to make excuses. You can even hear me slur. I have not made an excuse about this, but once again, Chair, I am a racist I agree. Judge me on that that is fine. You may play it.

**ADV PAUL PRETORIUS SC**: Right we are going to play the exert which appeared or was heard on public media. It was accompanied by...[intervenes]

**MR ANGELO AGRIZZI**: Why do you not play the whole three hours? That is fair.

**ADV PAUL PRETORIUS SC**: Mr Agrizzi we are leading the evidence. We do not have the whole three hours. We may be able to obtain it through the powers that the, Chair,  
20 has and we certainly at your instance will ask for it and examine it, but for the moment we are placing the short clip on record and you will have a full opportunity to deal with it.

**MR ANGELO AGRIZZI**: Thank you. Once more my apologies for this, Chair.

**CHAIRPERSON**: No, that is fine.

**[LISTENING TO AUDIO]**



EA16

## EXTRACT OF AGRIZZI AFFIDAVIT TO COMMISSION ON 8 APRIL 2019

33.8 I have attached as annexure "KW-063 TO KW-068" details of the mechanisms used to influence the Minister on the Public Private Partnerships for Private Prisons which Bosasa tendered on.

33.9 I have attached as annexure "KW-069 TO KW-070" details of the influence used as a consultant to the Correctional Services Department to be able to obtain shareholding in a company for self-gain.

34. **AD PARAGRAPH 72**

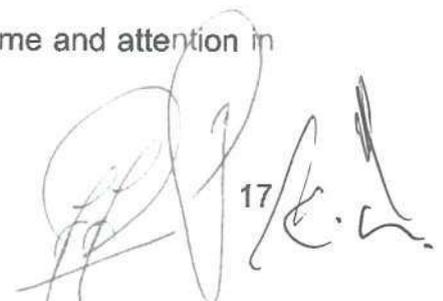
34.1 I note the contents of this paragraph but I have no personal knowledge and cannot dispute same.

35. **AD PARAGRAPH 73**

35.1 I deny the allegations set out in this paragraph and I refer to the emails that I have attached setting out my relationship with Kevin Wakeford.

36. **AD PARAGRAPH 74**

36.1 I deny the allegations set out in this paragraph and state that to the contrary I was one of the persons who implemented and managed a diverse multicultural balance of competent black management and staff in my role at the Bosasa group of companies. I devoted a lot of time and attention in order to ensure that they would be a success.



17

EXTRACT OF AGRIZZI AFFIDAVIT TO COMMISSION ON 8 APRIL 2019 <sup>EA17</sup>37. AD PARAGRAPH 75

37.1 I deny the allegations set out in this paragraph as well as what Kevin Wakeford perceives and I in fact not only assisted in black management and leadership but I devoted many years in not only training but assisting the competent individuals that were employed.

37.2 I wish to state further that in regard to the perception of racism upon which Kevin Wakeford is now alleging I was in the presence of Kevin Wakeford, Gavin Watson and Valance Watson (at Valance Watson's home in Morningside, Sandton) where they showed me a very disturbing video clip of a preacher, Reverend Dr Manning from the USA, (*named the video South Africans should watch*) who denigrates and humiliates South African people as a whole. Kevin Wakeford, Gavin Watson and Valance Watson did not express any opposite views to what was being shown on the video clip and it is now indeed strange that after my testimony he now wants to detract from my evidence by using a racism factor. I wish to state further that he is adopting the same tactics as the Watson family in regards to racism.

38. AD PARAGRAPH 76 TO 78

38.1 I have already during my testimony and in my statement made a sincere apology for the remarks that were made and how members of the Watson



18

EA18

**TRANSCRIPTION OF RACIST RECORDING OF AGRIZZI**

**TRANSCRIPTION OF A RECORDING MADE AT 97 HELDERFONTEIN ESTATE, 1 BROADACRES DRIVE, ON 24 AUGUST 2018**

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

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

The transcription is a full and complete transcription of the entire original recording of the conversation of 23 minutes and 13 seconds.

The recording started at 23:31PM and stopped at 23:54PM on 24 August 2018.

The original recording was not edited in any way.

**PARTICIPANTS IN CONVERSATION:**

- 1. MAN 1 - ANGELO AGRIZZI**
  - 2. MAN 2 - JARED WATSON**
  - 3. MAN 3 - ROTH WATSON**
  - 4. LADY - LINDSAY WASON**
- 



\_\_\_\_\_  
JARED WATSON



EA19

**TRANSCRIPTION OF RECORDING:***Recording starts at 23:31PM on 24 August 2018*

Man 1: Because what do people do, what do they talk? I, you know what, I look it back, and I look and I laugh sometimes and I piss myself laughing... (Inaudible)

Radio: There is a posting on Youtube now

Man 2: I don't think I've ever seen this guy.

Man 1: Hey?

Man 2: I don't think I've ever seen this guy before

Lady: Who's this?

Man 1: Listen! He's brilliant.

Man 2: This Manny.

Lady: Oh, I've seen it.

Man 1: Watch. Listen to this. It's so true.

Radio: And in that ah, posting on Youtube, they've taken some clips of a message I preached in 2005 after the Katrina event. Pointing at the barbarism, the animal behaviour of black men in a time of crises, by raping, by robbing, by fighting, by looting. Also after the 2009 earthquake in, in Haiti, the Haitian men, the black men, were robbing and looting and raping. Ah, in the in the wake of that tragic event what black men are inescapable, they cannot do anything else but become barbaric. That when those people went into that (Inaudible); those black women and children and black men, there should have been organisation. The black men...

Man 2: (inaudible)

Man 1: What happening?

Man 2: It said low power.

Man 1: (Inaudible), oh no. I'll send it, no it should play.

Man 2: (Inaudible)

Man 3: Ja, (inaudible) it's mad.

EA20

Lady: Ja, jas.

Man 1: No I'll send it to you, it's true. But it's true, he says, how can they do it. In Japan when they had the bloody earthquakes and tsunamis, they help each other. Here they steal, they loot, they rape, they destroy. You know, I have a friend called Romano [REDACTED] Romano is a racist. The one day..

Man 2: [REDACTED]

Man 1: [REDACTED]

Man 2: Does he have 3 kids?

Man 1: Yeah, no...

Man 2: 2 boys and a girl?

Man 1: No you are talking about his brother, Marco.

Man 2: Do you know Bruno [REDACTED]

Man 1: Yes.

Man2: So I know Bruno, I worked with him.

Man 1: Did you?

Man 2: And his brother's gay now, huh?

Man 1: No!

Man 2: Ja, (inaudible) ah, Giulio.

Man 1: Giulio? No man!

Man 2: Ja, he's got a restaurant in Cape Town.

Man 1: No, yes!

Man 2: Ja. That's what I was told.

Man 1: No!

Man 2: Well, I don't know that's what I was told.

Man 1: I'm going to rag Romano.

Man 2: No don't, well maybe don't say it, but I was told that.



Handwritten signature and the number 3.

EA21

- Man 1: Romano is is, a man that comes to the office one day, I'm going to introduce him to your dad. I always used to like to bring guys that will add flavour to someone's life. And Romano comes there, he is an accountant, and he owns Micro Motor Engineering. You know he's gay? Well I'm going to tell him, I've never heard of an Italian gay.
- Man 2: That's what I was told. Look here, and he seems, I don't know if you have seen his son? Um...
- Man 1: Yes.
- Man 2: What's his name? Ah...
- Man 1: He's got that shop in...
- Man 2: [REDACTED]. I mean he seems very gay.
- Man 1: And it's a top class, top class shop that I hear.
- Man 2: Ja, ja, ja.
- Man 1: Making sandwiches.
- Man 2: Everyone loves it hey. Its, that's like the place to eat in Cape Town at the moment.
- Man 1: Really?
- Man 2: Ja, everyone's obsess...
- Lady: What's it called?
- Man 2: Giulio's.
- Man 1: And he's got a bloody...
- Man 2: Giulio's, it's on Bree street.
- Man 1: So Romano, Romano comes to the office there. He says you know what Gavin, I've got a daughter. He's only got Lyla. Lyla is about 7, 8 now. But Lyla, she'll come here and she'll play for hours. And then him and Megan will go and shopping. Anyway. So Roman comes here. If I bore you tell me, then you can go. Because I'm going to (inaudible) fuck off by now now anyway. You know. But the fact of the matter is, Romano is not a racist, he's a realist. Your father's trying to tell him about, black empowerment. He says the day I let a bloody kaffir run, and there are Joe and them around. He

EA22

says man they can go wank in the streets for all I care, they will not get me to buy (inaudible).

Man 2: But I know his son is hectic as well.

Man 1: No, no.

Man 2: Oh not his son, his...(Inaudible).

Man 1: In the factory, his father, (inaudible) my dad knew his dad, and I (inaudible). Takes out the gun and shoots them. Just over their heads.

Lady: No, man?

Man 1: Yes! Over their heads, just over (inaudible). Wa! He was, he was sleeping. His father used to go mad. His father eventually shot himself.

Man 2: Bruno's grandfather?

Man 1: Yes.

Man 3: Oh my word, that's crazy.

Man 1: And left the business to the mother.

Man 2: And they, but they do nicely, huh?

Man 1: Not anymore, they battling. The mother is now in Clarens. The mother is even worse racist than the father was.

Man 2: Really?

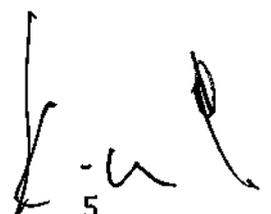
Man 1: So anyway, we, we sitting, we sitting here and Omega took some juice from the one side of the table, and (inaudible) he works for me, he brings the juice there. I mean, Romano says to him, what are you bringing here for? Everything you touch is, is just bugged up anyway. That thing's probably sour by now. Just throw it away or take it home. Just like that.

Man 3: Sho!

Man 2: Hectic.

Man 1: No he's mad.

Man 2: Ja

Handwritten signature and page number. The signature is written in black ink and appears to be 'L. W.' with a flourish. Below the signature is the number '5'.

EA23

Man 3: Sho!

Man 3: But it's interesting that the kid is gay. An Italian gay man.

Lady: First time for everything.

Man 1: No man!

Man 2: Well the Romans.

Man 1: No the Greeks. You're thinking about the Greeks.

Man 2: But Angelo, how, so how do you, like, I mean strategize, how do you think, how do you think, the eggs can be unscrambled from a media perspective, from the clients, the banks...

Lady: (Inaudible)

Man 1: Well we, we're going to, we're going to lie a little bit, because we have to. Um... So last night...

Man 2: Ah, Bryan's thing doesn't sound like it holds. Brian said OK that you must say...

Man 1: No, it's not going to help.

Man 2: Bryan said that you must say that you have been legally advised to say nothing. That sounds like you have been threatened or paid off.

Man 1: No, no, no, no, no. (Inaudible)

Man 2: I mean, I mean, does that sound like. Asking your opinion, like for me, that sounds like you have been threatened or paid off?

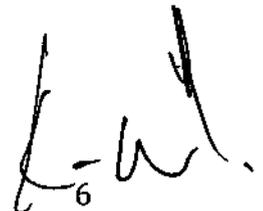
Man 1: I'll be honest. I'll be honest with you, I've thought through it a little bit. Not much. I've bought time. That's what I've done. And the big issue is not Adriaan or anyone; the big big issue is another issue, which is with the Hawks that we need to deal with, urgently. Which is not information to them or anything, but it's because your dad believes the case is closed. It's never been closed.

Man 2: But Angelo...

Man 1: It's always been open.

Man 2: For me, for me it sounds like. I know what you saying, the Hawks, but the Hawks...

Man 1: No, the Hawks opened the case in October 2017 again.



EA24

- Man 2: But I'm saying even outside the Hawks, if the banks decided to close the accounts, then that could happen tomorrow. You know what I mean, like the Hawks still takes time, it's a case, right? Banks, like what I'm saying is like the Banks have already decreased the facility by 25%. So it's like...
- Man 1: (Inaudible) I can't understand why.
- Lady: They took out, no my dad was there today. 25 bar.
- Man 2: 25 bars were taken off the facility.
- Man 1: (Inaudible)
- Lady: With immediate affect.
- Man 1: (Inaudible)
- Man 2: Just risk. Apparently it's from a risk, a risk analysis perspective. Or whatever it is.
- Lady: They will give us the final breakdown next week.
- Man 2: Ja so, so clients are (inaudible)
- Lady: Ja, the client. No my, my dad was just saying, like the clients are, they are the ones that are nervous. They the ones that are freaking out.
- Man 2: So when he came to us. You can ask Roth, he was there. When he came to my place yesterday, whatever it was. Look I must be honest hey, I've never seen that, that like, just defeated. He just, he wanted to walk out. We were talking to him, he's just like, I'm out of here. Um...because he's like...he's even, even...even the darkies in the business said to him, um...this is your mess...
- Man 1: No it's not. It's not his mess. (Inaudible)
- Man 2: Well, he, like I'm saying, what they said to him was, this is your mess...
- Man 1: No, no, those kaffirs! Let me tell you something.
- Lady: Angelo... (Inaudible)
- Man 1: No I'm telling you, they are kaffirs! All right? Because they are screwing your father with information that he shouldn't be listening to.

EA25

Lady: I must say Angelo...

Man 2: But...

Lady: I don't know when last you saw my dad?

Man 1: I haven't seen him.

Man 2: Ja, he's um...

Lady: You'll be shocked.

Man 2: Ja, he um...

Lady: They are putting on a, he's under a lot of pressure.

Man 2: They said to him...

Man 1: But who's putting pressure on him?

Man 2: ...as a collective...

Lady: (Inaudible) a lot of pressure.

Man 1: But why?

Man 2: ...as a collective they came to him and said this is your mess...

Man 1: But what can they, what collective? What f...

Man 2: ...and we'll come for all of you.

Man 1: Can I ask you something?

Man 2: Ja

Man 1: I mustn't swear but, and I didn't even (Inaudible).

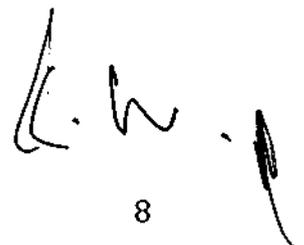
Man 2: I get it, I get it.

Man 1: This is the first night I've sworn in years.

Man 2: No, I get it.

Man 1: I didn't swear last night.

Man 2: No. Well...he did.



8

EA26

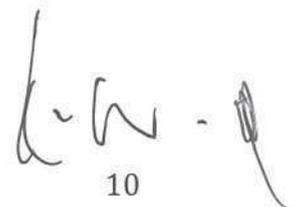
- Man 1: You know, I want to ask you (Inaudible). What right have they got to the business?
- Man 2: Ja, but...
- Man 1: I know, I worked in that business, I worked there from 3 in the mornings till 11 o'clock at night. I took, I worked for 3 years, without asking for a cent. I worked there for 3 years, without taking off for even a Sunday. Because I worked with your father, and I drove around with him, and I spent hours on the road, and I spent hours working, I spent hours behind pots. I cleaned kitchens and toilets. Those kaffirs have done nothing for your father. And what is holding his, what is, what is it that they are holding over his head? What is it?
- Man 3: (Inaudible)..it's a mess.
- Man 1: And I'll tell you, I have, I have my own little perspective of this. I will never ever go back to Bosasa, or AGO, whatever you call it. I will never go back. It's not, it's not my place.
- Lady: You passed that now.
- Man 1: It's not my place. It's your place. It's your place. Guys like you.
- Man 3: Can you please help us try sort this out Angelo?
- Man 1: I will.
- Man 3: Please man.
- Man 1: I will help you sort it out, I haven't got an issue, I have no problem. I've got no animosity towards you, towards your sister, towards your father. I loved your father like my own father. I spent hours with him. I, my objective every morning was to make him happy, and to make him smile, and to tell a joke.
- Lady: And you did.
- Man 1: That would make me happy. What would make me even happier now, is if you guys take the reigns. You guys take the whip. You don't need a Papa there. Why do you need a Papa? You tell me.
- Man 2: But it's sensitive at the moment Angelo.
- Man 1: I don't, I don't care!
- Man 2: No, I'm just saying right now...



9

EA27

- Man1: What do you need a Papa for?
- Man 2: ..,these guys...
- Man 1: You need one person.
- Man 2: ...these guys came to him...
- Man 1: You need Carol Mkele. That's what you need. You don't need a Papa. You do not need a Joe. What do you need him for? I'm telling you now. You do not need a Sasinya. Sasinya has been fleecing.
- Man 2: And talking about gate-keeping hey, I was there, I heard, I mean, remember...
- Man 1: Don't you realise why Papa didn't like me.
- Man 2: But Angelo...
- Man1: Because of DCS. Because I could, he couldn't fix up the press. How did I form my alliance with Derick, with Adriaan, with all these people? Why? I did that 4 years ago, not now! Four years ago! Adriaan was here with his kids! He would play, the kids would play here, he would play here, there. Because I did that, I brought two very influential people to the office park. One was Joanne Josephs, the other was, the one was Yavi Madura. Yavi Madura is the one who pushed the Greek that swore and called people the...
- Man 2: Ja, the new one.
- Man 1: ...said look there's no kaffirs here, that why (inaudible). She pushed his tweets up within I think 40 minutes to record. I know, she phoned me, she told me.
- Lady: Ja, that was the black box thing. Black box.
- Man 1: It was thirty five thousand rand. What the hell?
- Lady: I remember that.
- Man1: Guys, lets, if you look at it, and you say to yourself, all right fine, lets help clean up. I'll help clean you, I'll help clean up, that's easy. (Inaudible) I hope. We'll get there, but we'll get there slowly, but we'll get there, with this shit we'll get there, but hell I was so upset, and then afterwards I realised, maybe, I just pushed this thing too far. But... And I never hacked your computers by the way. I don't know how to hack. I've been hacked, badly!
- Lady: Ja, we got hacked.



10

EA28

Man 1: I don't have email anymore. I've got one email that Leon came and setup for me, and I use that. I never hacked, I have no interest in hacking your computers. I don't even know how to hack. I don't know what a hack is.

Man 2: You guys had me so paranoid, I thought I was being hacked this evening.

Man 1: No.

Man 2: No I'm kidding. I'm saying when my computer wasn't working.

Man 1: No my, oh we are driving my car the other day and the sound goes off, boom. No car kit. Now...

Lady: It's a sad thing though. Sorry Angelo. Everyone is so paranoid. Like all of us are so (inaudible) paranoid. It's terrible.

Man 2: Because, gatekeepers man. You know, that's what I'm saying...

Lady: That's why I'm saying, I don't know why it can't just be like...

Man 2: I specifically heard...

Lady: ...pick up a phone to you or, you know, it's awful.

Man 2: I specifically heard the guys saying, that Gavin you are not allowed to make this decision, um the board will make this. I heard that myself.

Man 1: What!

Man 2: I cant remember, remember its like, its like, because, because, because...

Man 1: What are you telling me!

Man 2: ...um, it was,

Man 1: Guys, who...

Man 2: I don't know what is was about, but it was...

Man 1: Ok I want to ask you a simple question, have you got time? I want a simple question, lets put the dots together, lets join the dots. All right, I'm thinking, sorry it takes while, but sometimes but... If somebody says to Gavin, we'll take it to the board for decision,

EA29

what flesh have they got on the table? What skin have they got on the table?

Man 2: Look um, I don't know...

Man 1: Excuse me! If somebody says to me, be it black, white, whoever, what skin have you got on the table? What have you (inaudible) on the table to be able to be in this position to tell me this? You built up the company? What did you build up? Explain to me what did you add value to? And it's simple questions. Guys join the dots here.

Man 2: Angelo...

Man 1: Uncover it. Think about...

Man 2: ...you can't even, you can't ask the question, because you know the answer.

Man 1: Because you know the answers already. I don't need to tell you this, you know it. You know exactly what to do. You need to call the board up. I hate saying this...

Man 2: The problem is Angelo...

Man 1: ...but I see the board as dysfunctional.

Man 2: Ja

Man 1: Tell me it's not dysfunctional.

Man 2: But these guys Angelo...

Man 1: Tell me it's not.

Man 2: These guys...

Lady: You know what my dad. You know what...

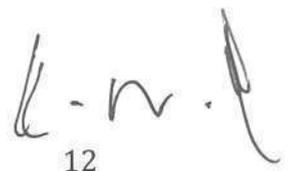
Man 1: Why is your father holding onto that board?

Man 2: But hear it from his mouth when you meet him, right. He's in P.E. this weekend, but hear it from, when you, when you see...

Man 1: I'll get on a plane, I'll fly to P.E. now, if I could.

Man 2: But if, go if you want.

Man 1: Because what is, what has Papa done for the company?



12

EA30

Lady: Do you know, you know, I want to say something. You know what, you know for my dad...

Man 2: You should go.

Lady: ...you know how hard my dad actually is, like he can be hard, and he never actually admits anything, and for me the breaking point for I think, when I saw my dad hit like, when he was defeated, when he said to me, he said to me, Lindsay all we can do now is pray. We got to pray about it. He said, you know what, I didn't sacrifice 20 years, my family for 20 years, with my family, to build this company and lose it. And he's like, that's all I can say, we got to pray. And that's when I was like, this man is now...

Man 1: Do you think your dad, do you think your dad for a minute, do you think your dad turn around and say, do you think your, do you think for minute that your father is being put under pressure by the darkies?

Man 2: I'll tell you exactly what he said at my place. He said, he said they came to him and they said, your mess. They've even approached an attorney as a collective.

Man 1: No, fucking hell.

Man 2: I promise you.

Lady: I don't know about that.

Man 2: You'll hear...

Man 1: Which, which fucking attorney?

Man 2: He, no he told us yesterday.

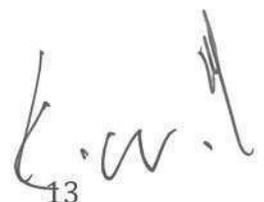
Lady: Ok, I wasn't there with you guys.

Man 2: There's, he'll tell you um...

Man 3: (Inaudible)

Man 1: You know, I'll go into that company, I will personally go into that company, with or without permission, and I will fuck each of those kaffirs out there. I'm telling you now I will, I will. But you know what's happened? That Fez of yours is a little conniving bastard. He's a little shithead.

Man 2: I don't think he has any influence with those guys, Angelo.



13

EA31

Man 1: No, no, no, no. Fez is a little mastermind. He thinks he is a mastermind.

Man 3: Really hey?

Man 1: I'm warning you about Fez. I will personally deal with Fez. Personally, I told him, I will come and deal with you. I will come and deal with you. Because he was sending me text messages running down the company, trying to get information out of me.

Man 3: Really hey?

Man 1: Yes, I'll show (inaudible) I've actually got them here. I've actually got them here.

Man 3: Really hey?

Man 1: Yes, Fez.

Lady: (Inaudible)

Man 1: Because he, think about when things started going wrong in the company. Fez. I had a major issue here one night with Fez and Jason. I called them here, here because I didn't want to deal with them at the office, I said to them come here and I sat them down, and Fez was saying why must I keep listening to a white man, he earns more than I do? And it was a chip on his shoulder. Papa had an issue with me, because I was a white man, and I did a job. But what does Papa actually do? You know Papa...

Lady: There is a big white/black thing hey. There's a lot of (Inaudible)

Man 1: Why!

Man 2: Apparently, they are making it that thing. This attorney, you will know him, right.

Man 1: What's his name?

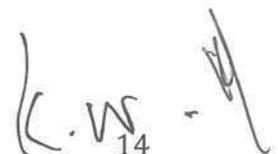
Man 2: He worked at...

Man 3: I'm sure it's Peter somebody (inaudible).

Man 2: He worked at ENS, and he was...

Lady: Oh man, no (Inaudible)

Man 1: Oh Peter! But your dad uses Peter!



EA32

Man 2: and he's an absolute racist. Bryan, Bryan will tell you.

Lady: Peter Tshive...

Man 1: Tshivase, something like that

Man 2: Apparently he's, apparently he's an absolute racist

Man 1: Oh my God.

Man 2: And he wants to (Inaudible)

Man 1: That kaffir just needs a good hiding!

Man 2: And apparently Angelo, he's made it a racial thing, but...

Man 1: But who, who brought him into the company?

Man 2: I don't know. Let Gavin tell you.

Man 1: I had a fight with that guy. I know the Peter you talking about.

Man 2: I don't know him.

Man 1: I don't even think he is a South African.

Man 2: I just know this guy, apparently, apparently, he is an absolute racist. Bryan also says he is a racist. Apparently he is known for it.

Man 1: I'll take him head on.

Man 2: And apparently, but ask Gavin, because obviously I wont know the specifics.

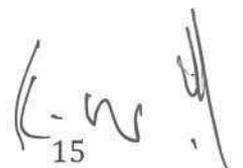
Man 1: No, no, but you see guys, what you need to do, I'll help you, is just target them. Ismail you're not competent, get out. You can.

Man 3: (Inaudible)

Man 2: I think it's going to take some time though Angelo, because these guys are make, these guys are making it a racial fronting thing.

Man 1: That explains why, I'm telling you now. I don't think your father wanted to rid of me. I think Papa wanted to get rid of me, and Lindy wanted to get rid of them. Because there's always been a caucus between Papa, Lindy. There's a caucus between Louis and Papa as well, and Coleen and Papa, but I'll get to the bottom of it.

Lady: That's that, no not really Angelo. You'll be surprised.



15

EA33

- Man 1: I'll get to the bottom of it. I'll find, if you want me to find out, I'll find out. Ask this man, he's seen some of the stuff I've found out.
- Man 2: Hell man, I'm deleting all my whatsapps.
- Man 1: I can find out things, I can even, and I will confront your dad about certain things, because I don't like what he is doing. It's not right what he has done to your mom. (Inaudible)
- Man 2: But Angelo, speak to him. Speak to him. Because I don't want to speak out of turn here, but speak to him. But he said, but he said, look. That's why said, that's why I said, remember I said to you yesterday.
- Man 1: Who introduced De Jager to the company, really?
- Lady: That, I don't know.
- Man 1: Was it Joe?
- Man 2: That's what...
- Lady: Was it?
- Man 1: Joe?
- Lady: I have no idea.
- Man 2: That's what, so that's the connection
- Lady: I only got introduced to him (Inaudible)...
- Man 2: I just told you the connection Gavin told me.
- Lady: ...providing services.
- Man 3: I think it, I think it was Joe, via (Inaudible)
- Man 2: ACSA, is it via ACSA and RTT, and...
- Man 1: No, no, no that is what they are telling you. RTT is the courier company, and they saying that he came via ACSA, via Joe, via Freddie Fourie, because you guys had to buy guns from Freddie Fourie.
- Man 2: No, no, that was another thing, but, but Freddie had worked, Freddie had worked...

k-w!

EA34

Man 1: That was, that was another issue, was guns...

Man 2: Freddy had worked with...  
Man 1: ...and I asked the question (Inaudible) five hundred glocks, you had five hundred glocks in the safe...

Man 3: Ja no, eight hundred pump actions or something man. Eight hundred shotguns or something in the safe.

Man 1: 32 CZ's, 14 LM1's.

Lady: You see I don't even know this stuff. (Inaudible)

Man 2: But you know who is, you know who is the best, for me you shouldn't need to ask us this. You should be hearing it from the horses mouth. And it shouldn't be gatekeepers.

Man 1: But how, how do you fix it?

Man 2: No I'm asking you that.

Man 1: Papa used to get upset, because I used to go out and do my own thing. I never waited for him because I haven't got time. Trevor, please, Trevor a bomb can go off next to Trevor and he wouldn't even nudge. Really, Trevor is like, Trevor is like Romeo.

Man 3: (Inaudible)

Man 2: I haven't met him, but I've heard.

Lady: Shame, I feel sorry for my dad hey.

Man 3: (Inaudible) I've travelled with them a bit, to try and get these guys to come to meetings, to answer your phone (Inaudible)

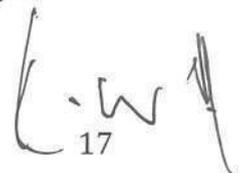
Man 1: You know what I told your father...

Man 2: Angelo these things have been said to me hey from (Inaudible)

Lady: But Angelo, Angelo, my dad has worked himself to death, you haven't seen him, he's finished.

Man 3: No it's bloody exhausting, he's finished.

Man 2: That's why he said to me, he said, he said his guys have said to him, you know what, if this, this is your mess, and and we'll put you



L.W.  
17

EA35

three in prison. Now I'm not saying that's to do, but that kind of threat is not a nice thing for him to hear.

Man 1: Tell them to fuck off.

Man 2: That's not a nice thing for him to hear from...

Man 1: I'll tell each one of those kaffirs where to get off.

Man 2: Those guys are all well remunerated.

Man 1: Joe Gumede, I will I will take Joe Gumede on, head on. Head on! Himself! You see Papa is a problem there, and Sasinya is a problem there. And Sasinya needs to go to jail with Talente Myeni.

Man 2: And it scares him because he says, it's become like a racial thing now.

Man 1: I don't care, but why did he allow it? Why?

Man 2: You right, you right, but the problem is, we're in the situation we're in. You know?

Man 1: You know what happened? I can tell you now Papa wanted me out there. Papa turned around, you know my son I told him this story, I don't want to go tell it again. You know my son, (Inaudible) had the greatest, my kids have the greatest respect for your dad. They were small, they used to hug him, around the legs, here, up to here. They used to hug him, not for money. They never took a cent from your dad. That the day, you know Giancarlo last night, he was upset, and he was, when he is upset that kid, I must say he's got a bit of brains. I mean, he must have a bit brains, shit, at least half of my brains. But anyway, you know he said to me, he says dad this is whats happening here is not right. And he said to me, you know dad, the one thing I can't understand is, I can't believe uncle Gavin said I was a druggy. You know they said he was selling drugs at the youth centre?

Man 2: Who said that, Angelo?

Lady: Who said that?

Man 3: What?

Man 1: Papa told your father.

Lady: Giancarlo was selling drugs at the youth centre.

Man 2: At the youth centre?

K.W.L.  
18

EA36

- Man 3: (Inaudible) that's bloody ridiculous hey.
- Man 1: And it was influencing the youth centre. I was told that categorically. I was told my son was doing drugs.  
(Inaudible sounds)
- Man 2: But Angelo you know like 2 years ago you would have gone straight to Gavin with that. And these gatekeepers came in and prevented.
- Man 1: Nobody would have told me that. Nobody would dare, because firstly I took my son for drug tests. First thing I do, is I do that. I used to be the most strictest parent, I had drug tests stashed in my cupboard. If the kids were here now, normally they were, when the kids were growing up the kids were here now. Now, they go to the bedroom and they think I'm a bloody stupid old fart. I'm not listening. That's what they do now and I catch them out every time. I walk in to the bedroom, what is he doing on your bed.
- Man2: Are you talking about her boyfriend?
- Man 1: I'm talking a little bit louder so she can hear.
- Man 2: Oh my word.
- Man 1: Then I think I was bloody 18 years old. But Anyway what I'm saying to you is, what I cant understand is how on earth does your father listen to Papa, Joe (inaudible).
- Man 3: You know what I think it is also Angelo, because of all this turmoil (inaudible) you were like his rock for like 20 years.
- Man 2: You make poor judgement when you are stressed out, hey.
- Man 3: Then we had all this turmoil. He's lost that.
- Man 1: But common sense tells us that, that why, who was the one that was instrumental to move me out? That's what I want to find out. I want to hunt that down.
- Man 3: It's very difficult for remember for me, I'm an out

--- END OF AUDIO ---

*Recording ends at 23:54PM on 24 August 2018*

*K.W.A.*  
19

EA37

## COMMISSION RECORD FROM 16 JANUARY 2019

16 JANUARY 2019 – DAY 34

so I received also wanted to get my share options out of Molope and that is why I wanted to encash them.

**ADV PAUL PRETORIUS SC:** What was the relevance of BEE credentials to you?

**MR ANGELO AGRIZZI:** Well the country was changing for the better and we saw that the BEE credentials played a major role, especially with the women in Dyambu itself that could take growth in going to the facilities management sector and make it grow phenomenally.

**ADV PAUL PRETORIUS SC:** Did you then speak to Gavin Watson?

**MR ANGELO AGRIZZI:** Well not at first. At first what happened was I found the contact details for Dyambu. I eventually made contact with a gentleman by the name of David Sadie. Davie Sadie was very impressed with me apparently and he took me to Danny Mansell who was the Managing Director at this stage.

**ADV PAUL PRETORIUS SC:** And did you meet with Danny Mansell?

**MR ANGELO AGRIZZI:** Yes I did.

**ADV PAUL PRETORIUS SC:** So he was managing director. Of what entity was he managing director?

**MR ANGELO AGRIZZI:** At that stage it was still Dyambu Operations (Pty) Limited.

**ADV PAUL PRETORIUS SC:** You say you met with Danny Mansell.

**MR ANGELO AGRIZZI:** Yes I did. I met with him at 10 Tom Miller Street. The old offices of Dyambu and he asked me a couple of questions. During the meeting he discussed procedures and the way they were doing tenders and evidently they were not experienced, so I pointed out some of the flaws that they had in the tender submission. The accuracy thereof and how they needed to improve it going forward.

**ADV PAUL PRETORIUS SC:** At that stage in your work experience, did you have some experience of and skills in the submission of tenders?

EA38  
EXTRACT OF AGRIZZI AFFIDAVIT TO COMMISSION ON 8 APRIL 2019

48.1 I deny the allegations set out in this paragraph and state that in fact after my resignation the same people that Kevin Wakeford is alluding to requested me to re-join Bosasa.

49. **AD PARAGRAPH 89**

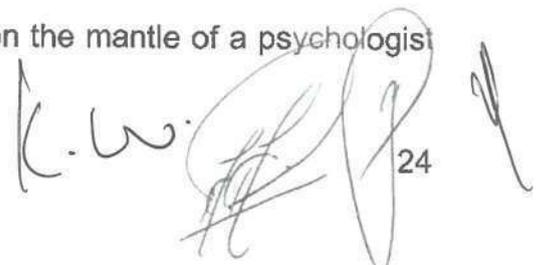
49.1 Save for confirming the unlawful and secret recording that was made in the privacy of my house, without my permission, and save for having the full recording and transcript before the Commission it is clear that Kevin Wakeford in order to try and discredit me and to support the Watson family is now going to the level of alluding to racism in order to try and detract from my evidence and assistance to the Commission. Kevin Wakeford is repeating the same tactics of racism that the Watson children utilised in a selective portion of a recording.

49.2 I wish to state that save for one work related argument with Mr. Dikane (which was placed on record as a formal grievance to be dealt with at the board meeting) I in fact worked very well and had a good relationship with the black directorate. They all fully supported my reappointment to Bosasa.

50. **AD PARAGRAPH 90**

50.1 I deny the allegations set out in this paragraph and state that Kevin Wakeford besides his C.V has now taken on the mantle of a psychologist

K.W.  
24



**GAVIN WATSON EMAIL ADDRESS SETUP WITH LEON VAN TONDER AND CONTROLLED BY AGRIZZI**

EA39

**From:** Gavin Watson  
**To:** Leon Van Tonder  
**Subject:** Re: Testing BlackBerry  
**Date:** 20 April 2009 11:19:21 AM

---

Test

Best Regards,

Gavin Watson  
Chief Executive Officer  
Bosasa Group of Companies  
Mogale Business Park  
Gauteng  
South Africa  
Tel: +27 (0)11 662-6033  
Fax: +27 (0)11 662-6138  
Mobile: +27 (0)82 800-0923  
Gavin.Watson@bosasa.com  
Gina.Pieters@bosasa.com

[www.bosasa.com](http://www.bosasa.com)

Mogale Business Park, 1 Windsor Road, Mogale City 1739  
Gauteng, Republic of South Africa

---

**From:** "Leon Van Tonder"  
**Date:** Mon, 20 Apr 2009 11:01:46 +0200  
**To:** Angelo Agrizzi <Angelo.Agrizzi@bosasa.com>  
**Subject:** Testing BlackBerry



EA40

**Subject:** Re: CV for SeaArck Post

**Date:** Monday, 20 April 2009 at 19:05:13 South Africa Standard Time

**From:** Gavin.Watson@Bosasa.com <Gavin.Watson@Bosasa.com>

**To:** kwakeford@yahoo.com <kwakeford@yahoo.com>

Thanks will pass on to Gavin

Angelo

Best Regards,

Gavin Watson

Chief Executive Officer

Bosasa Group of Companies

Mogale Business Park

Gauteng

South Africa

Tel: +27 (0)11 662-6033

Fax: +27 (0)11 662-6138

Mobile:+27 (0)82 800-0923

Gavin.Watson@bosasa.com

Gina.Pieters@bosasa.com

www.bosasa.com

Mogale Business Park, 1 Windsor Road, Mogale City 1739

Gauteng, Republic of South Africa

---

**From:** Kevin Wakeford

**Date:** Mon, 20 Apr 2009 09:48:35 -0700 (PDT)

**To:** <gavin.watson@bosasa.com>

**Subject:** Fw: CV for SeaArck Post

Dear Gav

Please see attached. I worked with Guy [REDACTED] in the Premiers Office. He is hard working and excellent with people. Excellent manager. He did a MBA on IDZ's. Bottom line, he gets things done and has strategic vision. He worked for [REDACTED] before, so he well positioned politically as well. See below as well. His cell is [REDACTED].

Blessings

Kev

--- On Mon, 4/20/09, Guy Rich <guy@gmrsm.co.za> wrote:

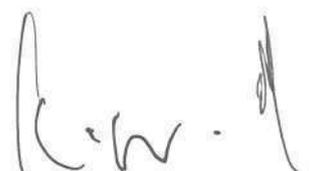
From: Guy [REDACTED] >

Subject: CV

To: "'Kevin Wakeford'" <kwakeford@yahoo.com>

Date: Monday, April 20, 2009, 3:14 PM

Dear Kevin



Kevin Wakeford

EA41

I refer to our earlier discussion and attach my CV for consideration.

I believe that my strengths, as a corporate manager, lie in the following:

- My ability to lead and manage people at all levels within an organization;
- My ability to communicate with people, form partnerships and solid professional relationships;
- My ability to lead and manage people and processes to ensure implementation and delivery - as was the case in the Premier's Office;
- My methodical, logical and focused approach to implementing projects and sticking to deadlines;
- My passion for ethical management and corporate good governance practice;
- Given my MBA I have a keen management insight into all sphere's of organizational operation such as managerial economics, ICT, management information systems, finances and budgeting, operations management, project management, HR and performance, monitoring, evaluation and control. This allows me to predict and assess organizational and project problems, interact with managers at their level, interpret their requirements, discuss strategic alternatives and ensure performance;
- My management focus on mentoring, skills transfer and staff development and growth; and
- My passion for the Eastern Cape and its continued development as an industrial and manufacturing powerhouse within Southern Africa.

Unfortunately a CV does not reflect these attributes and cannot reflect a personal passion and drive for management excellence and leadership – I am sure you will agree.

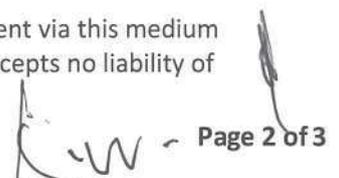
Should you need any further information, please do not hesitate to contact me.

Regards

Guy

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 Page 2 of 3

EA42

---

**Subject:** E mails

**Date:** Friday, 17 July 2009 at 14:55:45 South Africa Standard Time

**From:** Gavin Watson <gavin.watson@bosasa.com>

**To:** Derek [REDACTED]

Derek no need to cc GJW all his emails come to me

Regards

Angelo Agrizzi

Best Regards,

Gavin Watson  
Chief Executive Officer  
Bosasa Group of Companies  
Mogale Business Park  
Gauteng  
South Africa  
Tel: +27 (0)11 662-6033  
Fax: +27 (0)11 662-6138

[Gavin.Watson@bosasa.com](mailto:Gavin.Watson@bosasa.com)

[Gina.Pieters@bosasa.com](mailto:Gina.Pieters@bosasa.com)

[www.bosasa.com](http://www.bosasa.com)

Mogale Business Park, 1 Windsor Road, Mogale City 1739  
Gauteng, Republic of South Africa



Page 1 of 1

EA43

EXTRACT OF AGRIZZI AFFIDAVIT TO COMMISSION ON 8 APRIL 2019

43. **AD PARAGRAPH 83**

43.1 I deny that I controlled Gavin Watson's email account and the only emails that I received from Kevin Wakeford I have given examples of same which have been attached hereto.

43.2 I deny that I insisted that I was to attend all the meetings that Gavin Watson went too, I only attended meetings when Gavin Watson requested me to accompany him or other directors.

44. **AD PARAGRAPH 84**

44.1 I have attached as annexure "KW-071 / KW-072" a note from Kevin Wakeford on the DealStream matter.

44.2 I deny the allegations and perception set out in this paragraph and I confirm what I previously testified to as to my role and functions in the company.

44.3 Save for the dispute over the Deal Stream deal and the liquidation inquiry, where I raised a concern that each party should settle individually matters regarding their dealings, it benefitted Wakeford to be involved in a group so that any potential amounts due by himself would be off-set against the losses incurred by Phezulu / Bosasa. I did not have a bad working relationship with Kevin Wakeford who was always called upon in particular

  
22

EA44

EXTRACT OF AGRIZZI AFFIDAVIT TO COMMISSION ON 8 APRIL 2019

to deal with either SARS related issues or the media attacks as well as his good relationship with the banking sector.

45. **AD PARAGRAPH 85**

45.1 I note the contents of this paragraph but it is interesting that Kevin Wakeford who is obviously not only aligned with but is representing himself and the Watson family that he now makes these allegations and states that he was trying to avoid conflict with myself.

45.2 Save for what I have set out above there was no major conflict between us.

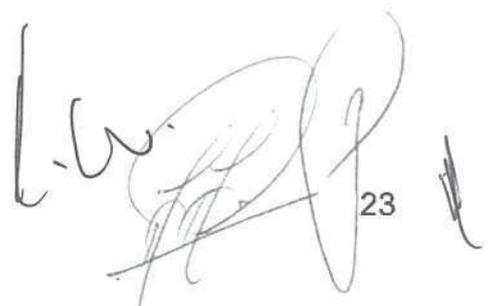
46. **AD PARAGRAPH 86**

46.1 I note the contents of this paragraph but I wish to state that whenever there were matters involving either SARS (queries or investigations) or the banks Kevin Wakeford would assist Bosasa.

47. **AD PARAGRAPH 87**

47.1 I deny the allegation in this paragraph and state that Gavin Watson relied heavily on the so-called expertise, experience and connections of Kevin Wakeford in resolving issues as set out above that were affecting Bosasa.

48. **AD PARAGRAPH 88**

  
23

EA45

EXTRACT OF AGRIZZI AFFIDAVIT TO COMMISSION ON 8 APRIL 2019

and/or a psychiatrist in regards to my character and he once again boosts the empowerment and inclusivity of the Bosasa Group when in truth and in fact this organisation from the outset and up and until the present date has always been for the major financial benefit for the Watson family.

51. **AD PARAGRAPH 91**

**SEE ATTACHED KW – 003 /004/ 005 – Emails that depict the dire situation of Kevin Wakeford's financial system, that caused delayed payments. Reflects Angelo Agrizzi's attempts to resolve matters.**

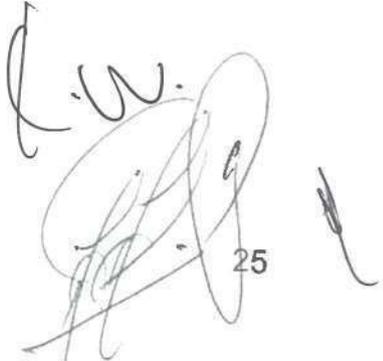
51.1 I dispute the allegations set out in this paragraph and deny same and I state that there were constant problems with the accounting and Bosasa were always trying to resolve the outstanding accounting issues.

51.2 I am attaching an email of the 23<sup>rd</sup> of August 2010 as an example.

52. **AD PARAGRAPH 92**

52.1 I deny these allegations and I am attaching the said invoices and I confirm further that Kevin Wakeford made an arrangement for Bosasa to provide wet and dry cement to the property that was being built in Meyersdal.

53. **AD PARAGRAPH 93**

  
K.W.  
25

AGRIZZI INSTRUCTION CONFIRMING HE WITHELD MY MONTHLY INVOICE

**Alan A. Nixon**

---

**From:** Carlos Bonifacio  
**Sent:** Wednesday, 07 March 2012 14:11  
**To:** Angelo Agrizzi  
**Subject:** FW: DCWS - Leading prospect  
**Attachments:** Attached Image

Hi Angelo,

The account was reconciled and only 1 invoice was outstanding.

Regards

**Carlos Bonifacio**  
 Financial Coordinator  
 Bosasa Group of Companies  
 ☎ +27 (0)11 662 6045  
 ☎ +27 (0)11 662 6145

**From:** Driekie Meintjes  
**Sent:** 07 March 2012 02:07 PM  
**To:** Carlos Bonifacio  
**Subject:** RE: DCWS - Leading prospect

Hi Carlos

Attached hereto please find proof of payments made.

Only 1 Invoice outstanding (INA10058) – R57000.00.

Thank you!

**From:** Carlos Bonifacio  
**Sent:** 07 March 2012 10:55 AM  
**To:** Marietjie Abrie; Driekie Meintjes  
**Subject:** FW: DCWS - Leading prospect  
**Importance:** High

Please process and reconcile. Their recon is out.

**Carlos Bonifacio**  
 Financial Coordinator  
 Bosasa Group of Companies  
 ☎ +27 (0)11 662 6045  
 ☎ +27 (0)11 662 6145

**From:** Angelo Agrizzi [mailto:angelo.agrizzi@me.com]  
**Sent:** 07 March 2012 10:52 AM  
**To:** Carlos Bonifacio  
**Subject:** Fwd: DCWS - Leading prospect

Carlos,

EA47

This was done as agreed when I reduced K Wakeford so please if you can make a payment of R50,000.00 for March and R50,000.00 for Feb we are well behind it but I will manage expectations on his side. The consultant is using the attached vehicle to channell payment

Kind Regards

Angelo Agrizzi  
Chief Operations Officer  
BOSASA Group of Companies  
Mogale Business Park  
No 1 Windsor Road  
Mogale City  
1739  
GAUTENG  
Republic of South Africa

Tel(+27) 11 662 6033  
Fax(+27) 11 662 6138 or 11 954 3401  
Mobile(+27) 82 902 8091

[Angelo.Agrizzi@Bosasa.com](mailto:Angelo.Agrizzi@Bosasa.com)  
[Angelo.Agrizzi@me.com](mailto:Angelo.Agrizzi@me.com)

Sent via remote not verified for accuracy

Begin forwarded message:

**From:** Estelle Visagie <[estelle.fh@telkomsa.net](mailto:estelle.fh@telkomsa.net)>  
**Date:** 07 March 2012 10:06:22 SAST  
**To:** [angelo.agrizzi@me.com](mailto:angelo.agrizzi@me.com)  
**Subject:** Fw: DCWS - Leading prospect

Hi Angelo  
Attached please find the invoice for Leading Prospect.

Regards  
Estelle

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

**From:** [Estelle Visagie](mailto:Estelle Visagie)  
**To:** [angelo.agrizzi@me.com](mailto:angelo.agrizzi@me.com)  
**Cc:** [Aneel Radhakrishna](mailto:Aneel Radhakrishna)  
**Sent:** Wednesday, January 11, 2012 2:24 PM  
**Subject:** DCWS - Leading prospect

Good Day Angelo  
Attached please find the invoices that are still outstanding as well as a ledger of your account.

Regards  
Estelle

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

**From:** [Estelle Visagie](mailto:Estelle Visagie)  
**To:** [angelo.agrizzi@me.com](mailto:angelo.agrizzi@me.com)  
**Sent:** Wednesday, December 14, 2011 2:57 PM



## EXTRACT OF VAN TONDER EVIDENCE AT 417 ENQUIRY

751

18 February 2020  
Volume 5

64

EA48  
Insolvent Estate:  
African Global Operations  
G155/19

- MR VAN TONDER: Chair, as far as I can remember the payments to Mr Wakeford was not, didn't start only during the investigation. There was these payments, it was either R50,000.00 or R100,000.00 depending on, I don't how they or what the arrangement was, or how did they determine whether it's R50,000.00 or R100,000.00, but ... just ask your question again, sorry?
- 5
- ADV LOURENS: Well, let's deal with your answer first. So you say this wasn't the first time when Mr Wakeford started receiving money.
- 10
- MR VAN TONDER: No.
- ADV LOURENS: So when did it start, to the best of your recollection?
- MR VAN TONDER: A long time ago, Chair, I don't know. I can't tell you exactly when it started.
- 15
- ADV LOURENS: So it wasn't unusual for Mr Wakeford to be paid a monthly [...] from Bosasa companies? [sf3:00:05:02]
- MR VAN TONDER: No, it wasn't unusual, no Chair.
- ADV LOURENS: Would it be on a monthly basis?
- MR VAN TONDER: Yes, it would have been on a monthly basis.
- 20
- ADV LOURENS: And it would sporadically, the amount would sporadically be adjusted?
- MR VAN TONDER: Yes, it was R50,000.00 and then some months it was R100,000.00, I don't know why, and then back to R50,000.00.
- 25
- ADV LOURENS: Would he be paid from Bosasa Operations or from –

752

18 February 2020  
Volume 5

65

EA49  
Insolvent Estate:  
African Global Operations  
G155/19

MR VAN TONDER: Yes, Chair.

ADV LOURENS: From Operations.

PRESIDING OFFICER: What was it paid for?

5 MR VAN TONDER: The invoice just, if I can recall right Chair, just stipulated  
"services rendered" on the invoice. It was an arrangement,  
Chair, between Mr Gavin Watson and Kevin Wakeford.

ADV LOURENS: So let me just ask you in that sense, would Mr Wakeford  
then on a monthly basis issue an invoice to Bosasa  
companies?

10 MR VAN TONDER: Yes, Chair.

ADV LOURENS: To Operations particularly?

MR VAN TONDER: Yes, Chair.

ADV LOURENS: And that invoice would then have a description of this, of  
the charge levied?

15 MR VAN TONDER: Yes, Chair.

ADV LOURENS: And that would notionally or typically say "services  
rendered".

20 MR VAN TONDER: Yes, if I can recall right, yes. I must also just add, Chair,  
can I just add that Mr Agrizzi was always against it. He  
always opposed it, to the irritation of Mr Watson, and  
sometimes it was, you know the payment was delayed  
because of that. I just want to mention that.

ADV LOURENS: So can I just ask you, these invoices, were they issued by  
Mr Wakeford in his personal capacity or –

25 MR VAN TONDER: Wakeford Enterprises was the ... yes.



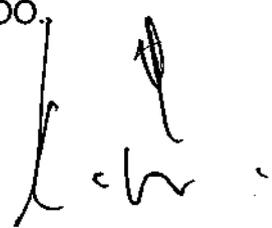
753

18 February 2020  
Volume 5

66

EA50  
Insolvent Estate:  
African Global Operations  
G155/19

- ADV LOURENS: Can you remember whether it was a CC or a company?
- MR VAN TONDER: I can't remember Chair, I'm sorry.
- ADV LOURENS: And would these invoices also undergo the usual process of being paid a month in advance or would those invoices be paid instantaneously?
- 5 MR VAN TONDER: It was paid as soon as it's been submitted, Chair.
- ADV LOURENS: So it's also not, so we know there's two processes. The one is a 30-day payment period, the one is immediate payment.
- 10 MR VAN TONDER: Yes, immediate process, yes, Chair.
- ADV LOURENS: So it was an immediate payment basis.
- PRESIDING OFFICER: What was your role in the payment?
- MR VAN TONDER: Chair I was just, I was a signature on the invoice.
- PRESIDING OFFICER: [...] for the payment to be effected? [sf3:00:07:20]
- 15 MR VAN TONDER: Yes, Chair, because it required two signatures.
- PRESIDING OFFICER: Who was the other signature?
- MR VAN TONDER: There were, all the directors had signing powers, any two people could sign.
- PRESIDING OFFICER: But were you the consistent signatory?
- 20 MR VAN TONDER: As general, yes, Chair.
- ADV LOURENS: So just understand that correctly, any one of the directors could –
- MR VAN TONDER: Any two.
- ADV LOURENS: Any two of the directors could sign?
- 25 MR VAN TONDER: Including Mr Watson as well, myself and the COO.



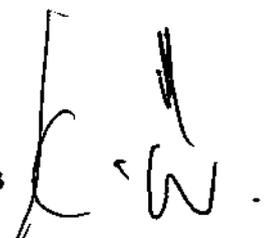
754

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African Global Operations  
G155/19

- ADV LOURENS: So it's the board of directors, yourself and Mr Watson had signing powers to approve payment in respect of a particular invoice?
- MR VAN TONDER: Yes, Chair.
- 5 ADV LOURENS: It didn't require either your signature or Mr Watson's signature?
- MR VAN TONDER: No.
- ADV LOURENS: So a signature by two of the directors independent of yourself and Mr Watson could also facilitate a payment?
- 10 MR VAN TONDER: Yes. I was, it was dependent who was available at the time, Chair.
- PRESIDING OFFICER: I may have missed it – who were the directors of Bosasa Operations?
- MR VAN TONDER: Johannes Gumede, Papa Leshabane, Jackie Leyds.
- 15 ADV LÜDERITZ: Exhibit 1, 2 and 3.
- PRESIDING OFFICER: Were you a director?
- MR VAN TONDER: No, Chair.
- PRESIDING OFFICER: And Mr Agrizzi?
- MR VAN TONDER: No, Chair.
- 20 PRESIDING OFFICER: And the role you performed, was that the role of a director?
- MR VAN TONDER: No, Chair, I don't believe it was.
- PRESIDING OFFICER: Okay.
- ADV LOURENS: All right, so you say you can't remember from when these payments to Mr Wakeford –
- 25 MR VAN TONDER: No, Chair I'm sorry, I can't



ADV LOURENS: Did the payments continue up to when you left Bosasa?

MR VAN TONDER: I can't recall, Chair. I was ad hoc. As I wanted to say, you know, Mr Wakeford would submit the invoice. He would normally e-mail it to Mr Agrizzi and Mr Agrizzi would then pass it through the process. But he purposely held on to it because he had a bid problem in paying Mr Wakeford. So it was not a ... what I'm trying to say, it was not an invoice, a payment that was done on the second of every month, that's what I'm trying to say, and then some months was late, and then it was, it double up, et cetera, et cetera.

ADV LOURENS: Forget about the payments for the moment, let's focus on the invoicing. Would the invoicing be on a monthly basis, or is it ...?

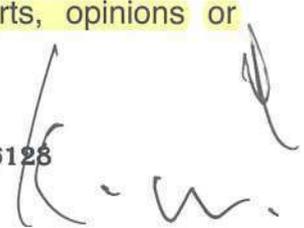
MR VAN TONDER: Yes, it was on a monthly basis. Chair, I can't remember whether it was, the payments was done until I left. The reason for that is, they bypassed me completely on the financial side of the business at the end.

ADV LOURENS: We'll get to that now –

MR VAN TONDER: So that is why I answered yes.

ADV LOURENS: My question is in particular not in relation to the payment but the invoicing, because we know Mr Agrizzi had issues with paying his invoices, my question is, did Mr Wakeford issue invoices on a monthly basis to Bosasa? Forget about the payment of it, were the invoices issued on a monthly basis?

- MR VAN TONDER: Yes, yes as far as the best of my knowledge, yes.
- ADV LOURENS: And but for Mr Agrizzi's protests they would have been paid instantly?
- MR VAN TONDER: Yes, Chair.
- 5 ADV LOURENS: So going back to that article, Papadakis, did he ever render any invoices to Bosasa?
- MR VAN TONDER: No, Chair.
- ADV LOURENS: So you were part of the SARS investigation concerning SeaArk?
- 10 MR VAN TONDER: Yes, Chair.
- ADV LOURENS: You played a pivotal role in that investigation?
- MR VAN TONDER: Yes, Chair.
- ADV LOURENS: Can you remember any services rendered in relation to that investigation by Mr Wakeford?
- 15 MR VAN TONDER: Yes, Mr Watson insisted that I give feedback to Mr Wakeford continuously.
- ADV LOURENS: Sorry, the question is, can you remember whether Mr Wakeford rendered services to Bosasa in relation to that investigation?
- 20 MR VAN TONDER: The only services was the time that he met with me, that's all.
- ADV LOURENS: He attended a meeting with you?
- MR VAN TONDER: Yeah, that was the services, is you want to refer to it as services.
- 25 ADV LOURENS: He didn't do any reconciliations, reports, opinions or



advices or anything like that?

MR VAN TONDER: No, no.

ADV LOURENS: He met with you?

MR VAN TONDER: Yes, that's –

5 PRESIDING OFFICER: More than once?

MR VAN TONDER: Yes, Chair.

PRESIDING OFFICER: And you had to give him feedback?

MR VAN TONDER: And then I had to give him feedback.

PRESIDING OFFICER: Of what was going on with the SARS enquiry?

10 MR VAN TONDER: That is correct, Chair. And, yes that was the long and the short of it.

ADV LOURENS: Over what period did this SARS enquiry span?

MR VAN TONDER: I was about two years, Chair. It was a long time.

ADV LOURENS: And during at least those two years, these monthly  
15 payments of R100,000.00 were made to Mr Wakeford?

MR VAN TONDER: Yes. As I said, the payments yes.

ADV LOURENS: Concerning this specific tax issue?

MR VAN TONDER: It was, it didn't specify, the invoices as I recall didn't specify  
20 it was specifically for the tax purposes. As I say, it was for, it was a monthly payment arrangement which was made.

ADV LOURENS: So then the article goes on to say that:

*Agrizzi said Wakeford had then allegedly made an arrangement with Watson to provide both wet and dry cement to a property in Meyersdal owned by Papadakis.*

25



EA55

**BOARD MINUTES WHERE PAPA LESHABANE IDENTIFIED FRIENDS AND FAMILY THAT AGRIZZI HAD EMPLOYED IN THE BOSASA WITHOUT GOING THROUGH REMUNERATION COMMITTEE**

**BOSASA OPERATIONS (PTY) LTD  
REGISTRATION NUMBER: 1981/012426/07**

**MINUTES OF A SPECIAL MEETING OF DIRECTORS HELD AT MOGALE BUSINESS PARK,  
1 WINDSOR ROAD, LUIPAARDSVLEI, MOGALE CITY ON THURSDAY, 9 MARCH 2017 AT  
09H00**

<b>PRESENT:</b>	GJ Watson J Gumede NLT Makoko (Ms) PF Leshabane JSA Leyds (Ms) TI Dikani SSDT Mathenjwa
<b>BY INVITATION:</b>	L Watson – Group Legal Advisor AJ van Tonder – Group Financial Officer CT Passano – Finance and BI N Olivier – Secretarial J Abrie – HR Coordinator  [REDACTED] – Group Legal Advisor [REDACTED] – Group Labour Advisor
<b>APOLOGIES:</b>	M Oliveria
<b>ATTENDANCE REGISTERS:</b>	All present, signed the attendance register.
<b>DISCLOSURES:</b>	It is noted that no disclosures were made.
<b>OPENING:</b>	The Chairman welcomed all to the meeting and made a special welcome to Brian Biebuyck, the Group Legal Advisor and Joe Campanella, the Group Labour Advisor, who were specifically requested to be part of the meeting.  The Chairman requested that Ms Leyds open the meeting in prayer.  The Chairman opened by making reference to the agenda points and briefly providing an explanation on the topics listed for discussion purposes.
<b>RETRENCHMENTS:</b>	Mr Papa Leshabane made a presentation to the board. Attached hereto marked annexure "A".  [REDACTED] involvement in the meeting was from the processes view point. Papa made mention that the company

EA56

	<p>lost a few business opportunities because of being expensive in our pricing. This is because we are top heavy and paying excessive salaries for functions that would do not necessarily add value the product that we are selling to the client. Non-core functions were identified and investigated to see how they contributed to the day to day business of the company. A decision was made to shut down some divisions completely, while other divisions were trimmed down. This in an effort to make us competitive, lean, and agile, increasing the prospects of clinching new business opportunities</p> <p>A total of 130 staff members are involved in the first phase of the down-scaling process. Some are retrenchments, end of contract, resignations and voluntary severance packages</p> <ul style="list-style-type: none"><li>• 81, various circumstances were applicable, such as end of contract (eg DCS).</li><li>• 34 retrenchments</li><li>• 1 resignation from HR and</li><li>• 14 had requested voluntary packages,</li></ul> <p>Papa commented that a further 10 positions are proposed from 9 units/divisions of the company.</p> <p>Papa presented a breakdown of the retrenchments as they were. Joe Campanella and Johan Abrie were to ensuring that the processes followed were correct in order to ensure that the company did not find itself on the wrong side of the process.</p> <p>Some individuals who were retrenched left the employ of the Company in February 2017 and others in March 2017. The spreadsheet presented to the Board referred to the 35 individuals together with 1 resignation plus the 81 as a result of the end of contract and 14 who requested voluntary retrenchments. A further investigation was done to see where further cutting could be done within the organization.</p> <p>The Chairman asked Papa if he had a breakdown of the costs involved in terms of the retrenchments. Papa advised that the total cost of the retrenchment is in the region of R5,7 million rand in respect of the total 130 staff (inclusive of voluntary packages, resignations etc). Johan Abrie advised that the individuals whose contracts came to an end had no severance packages.</p> <p>Gavin Watson queried what the total savings cost would be and was advised that it was in the region of R2 million rand per month.</p>
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E.W.A

EA57

	<p>The Chairman further queried if the amount presented included the consultants that were used by the Company. Papa advised that this did not include the consultants. The Chairman commented that all avenues were looked at to cut costs within the company. Papa mentioned the closure of Wellness and Neuro Business which was in the region of R260,000.00 per month. The relevant notice was provided to them and a final payment was made in March 2017. Gavin enquired about the equipment and Lindsay advised that some of the equipment was purchased and the balance is still in the offices.</p> <p>Papa raised an issue relating to equipment. In the past, high end specked equipment would be purchase by the company, for and on behalf of the user, which was requested, with no hesitation however when the equipment is made available for purchase to the employee leaving the company, the offer is turned down and the reasons provided was that the equipment is too expensive. Such conduct is unacceptable as it was acceptable for the company to purchase equipment at high costs but when the liability shifted to the individuals, the story was different.</p> <p>The Chairman gave an example that a request from a unit leader at one of the sites had been received for a basic laptop in order for him to conduct his work and this request had still not been implemented however,at head office, excessively priced equipment had been purchased and provided to individuals who were not bringing in income. He further commented that what had taken place in the past was "plain crazy".</p> <p>Gavin queried the equipment that was purchased for the design department. Papa and Lindsay commented that most of it would be utilized within the design house and the equipment that remains unused, will be distributed to other units accordingly and other items were on rental. The Chairman requested that the rental items be looked at as well. There was no need to keep excess equipment on rental and should be returned to save costs.</p> <p>Gavin commented on the excessive number of assets lying in the stores at Main Hostel. He requested that the company look where equipment can be replaced with newer equipment and in so doing, reduce the asset base. The remaining assets should either be sold or scrapped.</p>
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EA58

	<p>Papa continued with his presentation regarding the retrenchment exercise. He presented on the 14 individuals who had requested voluntary packages, most of whom were situated at main hostel, Technical, Lindela, David Janks from Kgwerano and Andries Erasmus from Accounts Department.</p> <p>Papa commented that the company was dealing with the aftermath of what had taken place, in that people had come to the system and had not followed the correct procedures in being appointed. The question that needed to be posed was that, if the function was taken away, would the division still function?</p> <p>██████████ commented that there was no rational explanation as to why the individuals listed in the presentation were remunerated so excessively. These salaries were not market related at all and that a company was able to employ individuals at a far lower rate than the amounts there were currently being paid. Joe further advised that salaries could be benchmarked and it was up to the discretion of the company if the salaries were to be increased within an acceptable range. Joe furthermore suggested that a short company policy be drafted to approve market related benchmarked salaries with an allowance of say 5%, either obtained or retained. Papa also advised that the 130 individuals were not going to be replaced at all. Gavin queried how some of the individual's salaries were at the rates reflected. Papa explained that in the majority of instances, the individuals were moved from sites to new sites and the salaries that they were paid were carried over to the new positions.</p> <p>Papa proposed the names of the individuals who were up for possible retrenchment and provided a detailed breakdown of their salary structure from commencement of employment within the company to date, together with their position held (where applicable). These names presented needed to be approved by the board.</p> <p>The Chairman asked Papa, who holds the position as Chairman of the Remuneration Committee if any of the discussed salaries were presented and approved by the Group Remuneration Committee. Papa confirmed that none of the 10 individuals discussed had: -</p> <ul style="list-style-type: none"><li>a) gone through the proper recruitment process;</li><li>b) gone through the salary analysis with HR;</li><li>c) their salary increases signed off by the Remunerations Committee.</li></ul>
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	<p>Papa requested that the ten functions be looked at in the light that if they are taken away, will the company be negatively affected and the answer to that was no.</p> <p>Total cost of the 10 individuals discussed was an amount of R657,186.16 per month. The retrenchment cost for the 10 individuals, if the company went through with the process, would be a total sum of R3,500,000.00 which increases the figure to R9,000,000.00 for the 140 retrenchments.</p> <p>Papa furthermore provided a comparison breakdown of salaries in the same positions within other companies for information purposes.</p> <p>██████████ commented that the information presented at the meeting was in detail and that the analysis was made that if those individuals left the employ of the company, the positions held by them would not need to be filled. In light thereof, retrenchment was the route to go. He furthermore advised that the company had two options of retrenchments. The first option would be to follow the retrenchment process in advising the individuals that their positions have become redundant. This process can be done quickly - two weeks was enough time for such process to be implemented from start to finish. The second question to be asked was at what cost and should the individuals be paid a package? The second option would be to enter into discussions with the individuals and highlight the fact that there was collusion in terms of their salaries and increases and that it could be proved. This strategy is a risky one but there are grounds for this route.</p> <p>He also commented that if one looked at the costs currently expensed monthly and the the retrenchment costs, the monies would be made up within a period of 3 – 6 months.</p> <p>A discussion ensued regarding this with Joe Campanella.</p> <p>The board unanimously agreed and resolved the following: -</p> <ol style="list-style-type: none"><li>1) The retrenchments be implemented;</li><li>2) That severance packages be offered to the individuals.</li></ol> <p>Colleen Passano requested a timeframe for budgeting purposes in respect of the payouts. Papa confirmed that it would be the end of April 2017 as there was an amount already allocated for payout at the end of March 2017.</p>
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C.W.

## GIANCARLO AGRIZZI'S REQUESTS TO MEET ME WHILE AT ARMSCOR

EABO

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**Subject:** RE: Follow up  
**Date:** Friday, 04 September 2015 at 06:42:17 South Africa Standard Time  
**From:** Kevin Wakeford  
**To:** Giancarlo Agrizzi  
**CC:** Kathy Neonakis (KathyN@armscor.co.za)

Thanks

Kevin

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

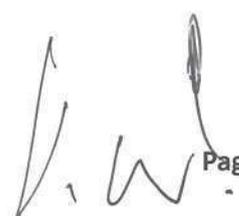
From: Giancarlo Agrizzi [<mailto:g.agrizzi@icloud.com>]  
Sent: Monday, August 31, 2015 3:29 PM  
To: Kevin Wakeford  
Subject: RE: Follow up

Hi Prof,

I trust you have been well, I am sure you are extremely busy at the moment. I was wondering if we could meet up at some stage to just touch base again. My studies are progressing well, but will fill you in on all the details.

Have a great day further,

Regards,  
Giancarlo



Page 1 of 1

EA61



**From:** Giancarlo Agrizzi g.agrizzi@icloud.com  
**Subject:** Re: Meeting with Kevin Wakeford  
**Date:** 27 October 2015 at 16:36  
**To:** Manthwadi Motau ManthwadiM@armscor.co.za

Yes if we can set up a meeting for as soon as possible. I'll be guided by you.

Thanks

Sent from my iPhone

On 27 Oct 2015, at 4:14 PM, Manthwadi Motau <ManthwadiM@armscor.co.za> wrote:

Good afternoon Sir,

Do you still want to meet with Mr Wakeford? If you are, lets communicate to set up an appointment.

Regards 

**Manthwadi Motau**

DDSI | PO Box 65014 | Erasmusrand 0165 | Pretoria

DDSI | 370 Nossob Street | c/o Delmas Avenue & Nossob Street | Erasmuskloof Ext 4 | Pretoria

Tel: +27 12 428 2189 | Fax: +27 12 428 2187 | Cell: +27 72 790 0332

E-mail: [manthwadim@armscor.co.za](mailto:manthwadim@armscor.co.za) web [www.armscordi.com](http://www.armscordi.com)

<image002.png>

**Although God require a whole heart, He will accept a broken one if He gets all the pieces!**

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*K.W.*

EA62

KN

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

Hi Giancarlo

Thank you for the follow up.

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

Kind regards

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

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

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

Hi Kathy,

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

Sent from my iPhone

On 24 Sep 2015, at 00:32, Kathy Neonakis <KathyN@armscor.co.za> wrote:

Dear Giancarlo,

Are you available Tuesday 29 September 2015 at 13:00 for a follow up meeting with Kevin Wakeford?

I await your response.

Thank you.

Regards

Kathy Neonakis  
Senior Manager: Strategic Planning  
ARMSCOR | 370 Nossob Street | c/o Delmas Avenue & Nossob Street |  
Erasmuskloof Ext 4 | Pretoria  
Tel: +27 12 428 2395 | Fax: +27 12 428 2270 | Cell: +27 82 808 4834  
E-mail: kathy@armscor.co.za web:www.armscor.co.za

-----Original Message-----

**From:** Giancarlo Agrizzi [mailto:g.agrizzi@icloud.com]  
**Sent:** 22 September 2015 01:25 PM  
**To:** Kathy Neonakis  
**Subject:** Re: Follow up

Highly appreciated

Sent from my iPhone

On 22 Sep 2015, at 1:22 PM, Kathy Neonakis <KathyN@armscor.co.za> wrote

Okay, we'll look at another time next week

-----Original Message-----

**From:** Giancarlo Agrizzi [mailto:g.agrizzi@icloud.com]  
**Sent:** 22 September 2015 01:19 PM  
**To:** Kathy Neonakis  
**Subject:** Re: Follow up



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Apologies I probably should have mentioned the premier of the free state so I won't be in the province until Thursday morning.

Sent from my iPhone

On 22 Sep 2015, at 1:11 PM, Kathy Neonakis <KathyN@armscor.co.za> wrote:

Hi Giancarlo,

Are you perhaps available from 8:00 - 9:00 tomorrow morning?

Thanks!

-----Original Message-----

From: Giancarlo Agrizzi [mailto:g.agrizzi@icloud.com]

Sent: 22 September 2015 01:08 PM

To: Kathy Neonakis

Subject: Re: Follow up

Hi Kathy,

Thanks so much for getting back to me, unfortunately I have a meeting from 2 until 4 with the premier. I will await a time suitable to you other than tomorrow, any other day I will commit to up front.

Thanking you , once more

Sent from my iPhone

On 22 Sep 2015, at 1:01 PM, Kathy Neonakis <KathyN@armscor.co.za> wrote:

Hi Giancarlo,

Trust you are well.

Will you be available tomorrow at 15:30 for a follow up meeting with Kevin Wakeford?

I await your response.

Thank you.

Regards

Kathy Neonakis

Senior Manager: Strategic Planning ARMSCOR | 370 Nossob Street |

c/o Delmas Avenue & Nossob Street | Erasmuskloof Ext 4 | Pretoria

Tel: +27 12 428 2395 | Fax: +27 12 428 2270 | Cell: +27 82 808 4834

E-mail: kathy@armscor.co.za web: www.armscor.co.za

-----Original Message-----

From: Giancarlo Agrizzi [mailto:g.agrizzi@icloud.com]

Sent: 09 September 2015 03:35 PM

To: Kathy Neonakis

Subject: Re: Follow up

Hi Kathy,

My apologies for having to ask for a postponement of the meeting with Kevin tomorrow unfortunately a crisis at work has emerged and I will be out of the province from this evening.

Could you advise on another date next week? I will be back in the province on Saturday.

Thanks and please forward my humble apologies to Kevin.

Thanking you in advance

Sent from my iPhone

On 04 Sep 2015, at 11:58 PM, Kathy Neonakis <KathyN@armscor.co.za> wrote:

Dear Giancarlo

Please note that a meeting has been scheduled for Thursday, 10 September 2015 at 08:00

Regards

Kathy Neonakis



## EXTRACT OF AGRIZZI AFFIDAVIT TO COMMISSION ON 8 APRIL 2019

EA64

20. AD PARAGRAPH 45

20.1 I note the contents of this paragraph.

21. AD PARAGRAPH 46

21.1 Save for the meeting that took place at the Palazzo Hotel at Monte Casino in respect of future business, it is correct that I am unaware of any contracts between Armscor and Bosasa.

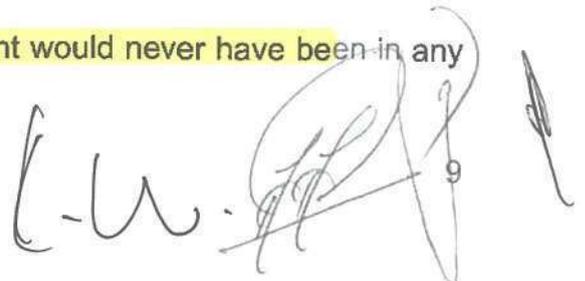
22. AD PARAGRAPH 47

22.1 I deny the contents of this paragraph and wish to set out the correct position as follows:

22.1.1 There was a request for a meeting which was cancelled.

22.1.2 My son was studying at the University of the Witwatersrand where he was studying International Relations and Politics.

22.1.3 My son knew that I was friendly with Kevin Wakeford and him and some of his study group wanted to meet with Kevin Wakeford to get some practical knowledge in respect of their field of study. My son who was a university student would never have been in any



E. W. Agizzi

EA65

position to advise Armscor nor the Department of Defence on defence and security policies.

22.1.4 Kevin Wakeford in fact sent me a C.V of his daughter who was looking for employment, and to refer her via the Chefs Association (whom I had a good relationship with) for potential employment.

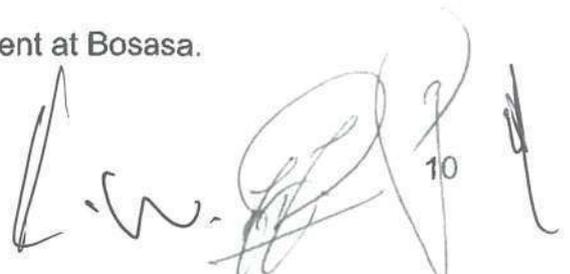
**SEE ATTACHED KW -037.2**

22.1.5 On the 24<sup>th</sup> of February 2010, Kevin Wakeford sent me an email suggesting that I request HR at Bosasa to consider employing an individual who had worked on the turn-around strategy for the Department of Home Affairs. This was one of many I recall.

23. **AD PARAGRAPH 48**

23.1 I have attached as annexure "**KW-038 TO KW – KW-041**" the various requests to employ associates of Kevin Wakeford.

23.2 I deny the allegations set out in this paragraph most emphatically. As an example to demonstrate the relationship I had with Kevin Wakeford, I am attaching copies of emails from him to myself wherein he requested various favours including for Bosasa to consider employing individuals that had approached him for assistance. I ensured that these requests were given to the responsible people at the HR Department at Bosasa.



Handwritten signature and initials, including the number 10.

26/07/2019

Agrizzi's son Giancarlo opens up about involvement with the ANC and Linda Mti – The Citizen

EA66

CITIZEN ARTICLE ON GIANCARLO AGRIZZI

(<https://citizen.co.za>)

News (<https://citizen.co.za/category/news/>) ▾ Parenty (<https://citizen.co.za/category/parenty/>) ▾ Business (<https://citizen.co.za/category/business/>) ▾

Sport (<https://citizen.co.za/category/sport/>) ▾ Phakaaathi (<https://citizen.co.za/category/phakaaathi/>) ▾ Lifestyle (<https://citizen.co.za/category/lifestyle/>) ▾

Travel (<https://citizen.co.za/category/lifestyle/lifestyle-travel/>) Moting (<https://citizen.co.za/category/moting/>) ▾

Horses (<https://citizen.co.za/category/horses/>) ▾ Auctions (<http://auctions.citizen.co.za/>) Shopping Guide (<http://www.citizen.co.za/subscribers/>) ▾

state capture (<https://citizen.co.za/category/news/south-africa/state-capture/>) 22.1.2019 09:24 pm

# Agrizzi's son Giancarlo opens up about involvement with the ANC and Linda Mti

599

Charles Cilliers



Giancarlo Agrizzi. Picture: WhatsApp

## Agrizzi Junior said he left the ANC when he became uncomfortable with how the party conducts its relationships with companies.

Angelo Agrizzi's son Giancarlo on Tuesday evening clarified his relationship with former prisons boss Linda Mti, while also talking about what he had experienced while working for the ANC in Gauteng.

His father, the headline-grabbing former Bosasa chief operations officer turned whistleblower, today implicated the former national commissioner of correctional services, Mti, as the alleged recipient of a R65,000 monthly payment, among other bribes, in order to facilitate tenders for Bosasa in the South African prison system.

26/07/2019

Agrizzi's son Giancarlo opens up about involvement with the ANC and Linda Mti – The Citizen

READ MORE HERE: How Linda Mti, other execs were allegedly 'bought' by Bosasa (<https://citizen.co.za/news/south-africa/state-capture/2068697/how-linda-mti-other-execs-were-allegedly-bought-by-bosasa/>)

EA67

Giancarlo Agrizzi said that in 2014 he was approached by his father – who he said was under the instructions of Bosasa CEO Gavin Watson – to start a company with Mti that would provide “consultancy services to various government agencies”.

One of the directors and shareholders was to be Mti's son Vukani, said Giancarlo.

“I met with Linda Mti and Vukani Mti at Clearwater Mall with Angelo Agrizzi.”

Giancarlo claimed he was “coerced”, or in effect talked into, starting the company, which was registered under the GLZ Group of Companies trading as the Indlala Group of Companies. He was, however, careful to clarify that he and a university friend who was also involved had never received any financial reward himself from the arrangement.

“I was told that this was to assist us as the youth and that there was nothing untoward in this regard. It later became known to me that there was a dubious relationship between Mr Linda Mti and Mr Gavin Watson from Bosasa, now known as African Global.

“I immediately ceased work for the Indlala Group of Companies, as did one of the other directors, Mr Luyolo Mphiti. Neither myself nor Luyolo Mphiti were awarded any financial incentives during the time Indlala ran; the company also did not receive any contracts from any state agency. My relationship with Mr Mphiti emanates from our time while studying together at the University of the Witwatersrand.”

He said he was later employed in the ANC Caucus in Gauteng, “wherein there are various accusations being raised that [ANC MP and Bosasa-bribe accused] Mr Vincent Smith assisted me in getting a job at the ANC”.

“I have already made it public knowledge that I was employed by the then secretary of Caucus, Mr Siphon Makama, and was hired on the basis that my qualifications exceeded those of the job request.”

He claimed that during his time at the ANC, he was “coerced by a gentlemen by the name of Fezile Mzazi, who is a current employee of Bosasa [managing director of Sondolo IT Division of Bosasa] to allow Bosasa to do branding for the ANC's campaign and arrange a helicopter for the [ANC's] Siyaqonba rally on July the 4th.”

He attached images to show “how Bosasa [had] made up the branding in their office park in Mogale City”.

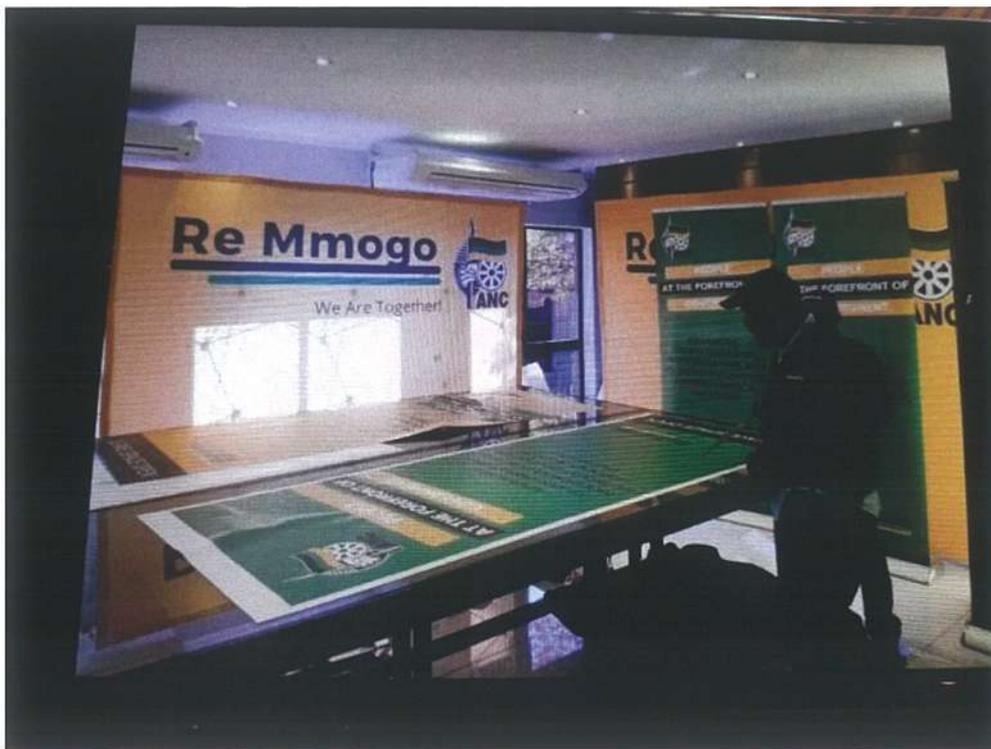


Image: Supplied by Giancarlo Agrizzi.

“In the picture you can see Bosasa employees making up branding. I have also attached images of WhatsApp messages between two Bosasa employees regarding the branding and helicopter.”

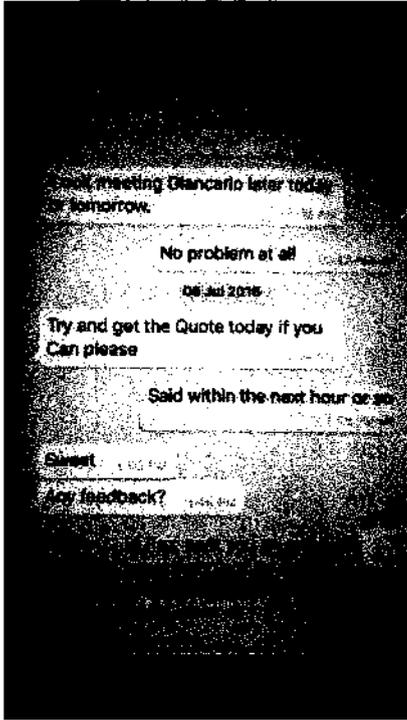
“Bosasa initially explained to me that this was a donation out of good faith to the ANC and that I simply needed to request the branding from them in order for them to be able to process it. The estimated cost of the branding to the best of my knowledge was in excess of R200,000. After the branding was delivered, I was approached to do introductions to the premier of the province, Mr David Makhura, and Mr Paul Mashatile [currently the ANC's treasurer-general].”

Giancarlo said that when he became aware that the reason for the branding donation was that he would be expected to facilitate meetings with senior politicians in Gauteng – because Bosasa was apparently “battling to get work out of Gauteng” ... “I immediately refused to do this and said that it went against the ethics of the ANC and I would not facilitate any meetings.”

26/07/2019

Agrizzi's son Giancarlo opens up about involvement with the ANC and Linda Mti - The Citiz

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He said he later ended his employment with the ANC – which began as manager of research and ended as secretary of caucus – when he learnt that Brian Hlongwa (the former ANC chief whip) and Sochayile Khanyile (the current chief whip) “had a relationship with an IT company called World Tel and the contracts were being inflated”.

“I openly opposed this contract but was advised by the former finance manager that I should not even try. World Tel owner Mr Shalin Govender had a close relationship with Mr Hlongwa and Mr Khanyile. I believe the contract remains in place to date and the relationship still exists between all parties.

“Mr Govender has also entertained both Mr Hlongwa, Mr Khanyile and myself and my wife at his residence in Bryanston.”

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Image: Supplied by Giancarlo Agrizzi.

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### Overview

The Indlala Group is one of the first and largest BBBEE consulting firms in South Africa, and continues to grow the South African skills market, with a specific focus on youth upliftment.

Indlala Group of Companies is primarily focused on Three services

#### -Crises Managements

Indlala understands that running a company or a country means a number of risks may present themselves. Indlala has been industry specialists in crises management, while we cannot avoid certain risks we can ensure that the cost of the risk is maintained. Indlala's crises management team is strategically comprised of specialists in a variety of fields, this ensures that the crises is managed by someone who understands it. Indlala ensures that when a company or state department is met with a crises, a team of specialists are deployed immediately, this is because the first 24 hours are the most crucial to re-establishing functionality.

#### -Sophisticated Intelligence

Intelligence and information are critical to the success of any venture. Indlala has established itself as market leaders in the acquisition of specific 'Intel'. Networks and relationships have helped build the resource and knowledge base of Indlala, which means that when it comes to providing information services, both private and public sector have chosen to work with the Indlala group.

#### -Public Relations and Impact

The combination of a crises management team and sophisticated intelligence is what defines Indlala's services. Indlala offers a comprehensive service that works both to acquire the required 'Intel' as well as to establish a strategy to deal with the crises. Indlala has a dedicated public relations team who work together with the media and stakeholders to ensure all public relations matters are resolved. This means that unlike other companies – who only offer information services – Indlala provides a full strategy and crises management service.

Website <http://www.indlala.com>

Industry Information Services

Company size 2-10 employees

Type Privately Held

Founded 2007

Specialties Risk Analysis, Strategic Consulting, Country Portfolio, Consultancy, Investment Assurance, and Political Risk Analysis





Indlela Expert Consulting Services



Sisonke Political Risk Analysis



Sizani Public Sector Governance



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Iilizwe Defense and Security



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- Advising defense agencies in several countries on how to streamline their procurement processes
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- Helping all major security agency design an integrated system for decision making and governance

**FOR MORE INFORMATION CONTACT US ON**  
Tel +27 (0) 11 768 4149 or Email [info@indlala.com](mailto:info@indlala.com)

*Kw...*

#### QUERIES

Tel +27 (0) 11 768 4149  
Email [info@indlala.com](mailto:info@indlala.com)  
Building 16 Alberton Avenue  
Roodepoort, Johannesburg, South Africa  
4214, 19 Bushwillow Close, Ballito  
KwaZulu Natal, South Africa

#### ABOUT INDLALA

Indlala Group of Companies is a research driven South African firm with a growing footprint on South Africa.  
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## CIPC EXTRACT OF GLZ GROUP OF COMPANIES

Certificate issued by the  
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## Disclosure Certificate: Companies and Close Corporations

Companies and Intellectual  
Property Commission

Registration Number: 2014 / 164463 / 07

Enterprise Name: GLZ GROUP OF COMPANIES

a member of the dti group

## ENTERPRISE INFORMATION

Registration Number: 2014 / 164463 / 07  
 Enterprise Name: GLZ GROUP OF COMPANIES (PTY) LTD  
 Registration Date: 21/08/2014  
 Business Start Date: 21/08/2014  
 Enterprise Type: Private Company  
 Enterprise Status: Deregistration Process  
 Compliance Notice Status: NONE  
 Financial Year End: February  
 TAX Number: 9769052169

## Addresses

POSTAL ADDRESS

22 OAKTREE VILLAS  
 16 ALBERTROS STREET HELDEKRUIN  
 JOHANNESBURG  
 GAUTENG  
 1724

ADDRESS OF REGISTERED OFFICE

22 OAKTREE VILLAS  
 16 ALBERTROS STREET HELDEKRUIN  
 JOHANNESBURG  
 GAUTENG  
 1724

## ACTIVE MEMBERS / DIRECTORS

Surname and First Names	Type	ID Number / Date of Birth	Contrib. (R)	Interest (%)	Appoint. Date	Address
AGRIZZI, GIANCARLO	Director	9107315133086	0.00	0.00	21/08/2014	Postal: 22 OAKTREE VILLAS, 16 ALBERTROS STREET HELDEKRUIN, JOHANNESBURG, Residential: 22 OAKTREE VILLAS, 16 ALBERTROS STREET HELDEKRUIN, JOHANNESBURG,
MPHITHI, LUYOLO	Director	9209015705088	0.00	0.00	21/08/2014	Postal: 211 NORTH ROAD, ROSSARCE, JOHANNESBURG, GAUTENG, 2011 Residential: 211 NORTH ROAD, ROSSARCE, JOHANNESBURG, GAUTENG, 2011

## AUDITOR DETAILS

Auditor Name	Type	Status	Appointment Date	Resignation Date	Email Address
--------------	------	--------	---------------------	---------------------	---------------

Profession Number:

## CHANGE SUMMARY

21/08/2014 Registration of CC/CO on 21/08/2014.

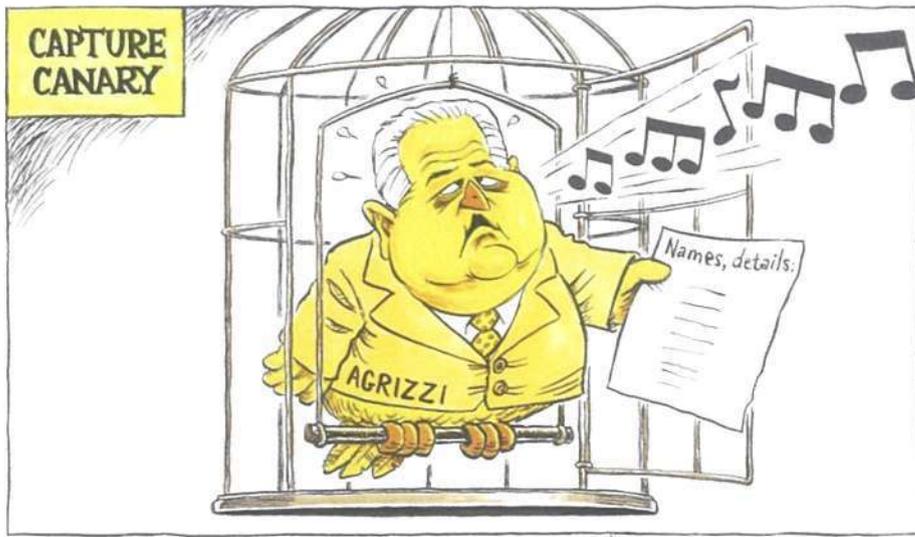
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Physical Address  
 the dti Campus - Block F  
 77 Meintjies Street  
 Sunnyside 0001

Postal Address: Companies  
 P O Box 429  
 Pretoria  
 0001

Docex: 256  
 Web: www.cipc.co.za  
 Contact Centre: 086 100 2472 (CIPC)  
 Contact Centre (International): +27 12 394 9573





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# Right of Reply. Giancarlo Agrizzi: 'I'm no state capture specialist; just a naive young man'

27th September 2019 by Jackie Cameron

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Handwritten signature in black ink.

Angelo Agrizzi became a household name after telling the Zondo Commission of Inquiry into State Capture that he and the – now dead – CEO of contractor company Bosasa, Gavin Watson, bribed Dudu Myeni, the incompetent former South African Airways boss, with a regular cash payment of R300,000. Myeni is alleged to be a longstanding close friend of former president Jacob Zuma. Agrizzi has become something of a hero in some circles because he is the whistleblower on alleged corruption and state capture; on the other hand, many of his allegations have raised questions as to whether he can be trusted to tell the truth. His son Giancarlo Agrizzi, meanwhile, is also accused of playing a key role in the saga. Agrizzi is linked to figures in the DA, according to the Bosasa Files – a dossier that has as its central theme exposing Agrizzi’s key motive as being industrial espionage and using the media and testimony to the commission to create propaganda to protect himself and his cronies. Agrizzi junior, who was also mentioned in the Bosasa Files, approached BizNews to clarify facts, but subsequently declined an interview request and refused to answer 10 simple, direct questions about his business links with DA employees and office-bearers. Instead, Giancarlo Agrizzi produced a statement in order to “set the record straight”. His central message, through the meandering, is that he denies being a state capture specialist and is basically a naive young man. – Jackie Cameron

Hi Mr Agrizzi

I’m following up on the email you sent to Alec Hogg.

We are very keen to hear the full details from you as we are equally keen to clear up any inconsistencies as soon as

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possible. Can you itemise the points you are concerned about in an email?

We would also like to chat to you for a podcast. Are you available today? I can call you via Skype to record the interview.

Last, but not least, we would appreciate your comment on the following points:

1. What is the DA link – directly through the organisation and indirectly through individuals who work for, represent and are affiliated – to the Agrizzi family?
2. Has the DA ever received any donations or assistance of any kind from the Agrizzi family or any related companies? How much money has been received by the DA and or what type of support? Specifically for what?
3. What is your response to the apparent link between two DA employees and the Agrizzi family?
4. Why has the Agrizzi family actively nurtured links with DA members? Please clarify the facts for us.
5. What was Glynnis Breytenbach doing at an Agrizzi family house? What was the nature of the visit? Is this Breytenbach (please see the picture, here: [https://www.biznews.com/wp-content/uploads/2019/09/035\\_Breytembach-a-the-home-of-Agrizzi.pdf](https://www.biznews.com/wp-content/uploads/2019/09/035_Breytembach-a-the-home-of-Agrizzi.pdf)) – and what is the exact location that this picture was taken? Please clarify the relationship between Breytenbach and the Agrizzi family and their entities.
6. What was Werner Horn doing at an Agrizzi house (apart from playing with a monkey – see picture: [https://www.biznews.com/wp-content/uploads/2019/09/036\\_Horn-a-the-home-of-Agrizzi.pdf](https://www.biznews.com/wp-content/uploads/2019/09/036_Horn-a-the-home-of-Agrizzi.pdf))? What was the nature of his visit?

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Guptas: What  
the...  
Retire at 55  
and live to  
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babe...

EA75

7. Who else in the DA – political representatives and employees – has visited the Agrizzi home and homes and why?
8. How many other DA representatives, local and national and staff members, have visited the Agrizzi family at their homes or have business dealings with this family?
9. How is the Agrizzi family connected to journalist Adriaan Basson? Have you or anyone in your family contributed information to his various stories on corruption over the years? Are you involved in providing information to Mr Basson for his books – past and future?
10. Do Agrizzi family members take pictures/keep records of all their visitors?

My skype address is jackie.cameron.XX. I can also call you on a mobile or landline if that works for you for the interview.

I look forward to hearing from you soon.

Best regards

Jackie Cameron

## Dealings with Indlala, Kevin Wakeford and other questions

**From Giancarlo Agrizzi**

It seems that there's is a lot of controversy around the formation of Indlala Group of Companies as well as my involvement with Kevin Wakeford. I thought it was important

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for me to set the record straight. I also have been asked by various news agencies regarding the dealings of my father Angelo Agrizzi, I feel that now is as a good a time as any to clear up any confusions there may be around my knowledge into my father's affairs.

Let's perhaps start with the Indlala question as it seems this is a major point of contention and perhaps is the most difficult one to explain. In July 2014, a friend and myself decided to try our hand at opening a company. We were university friends who studied in the same department at the University of the Witwatersrand. Both of us were university students with big dreams and hopes of making money as I'm sure most university students have. We mulled over ways and ideas of making money and somewhere between late nights studying and many jokes, we came up with this idea of a consultancy company. If my memory serves me correctly, we wanted to provide research reports to whoever needed them. We came up with the idea of calling the company Indlala, in-fact we later realised it means starving or starvation when translated to English, so you can probably see it really had no significance. Moving back to the point, we were young friends wanting to try our hand at a business, naturally we wanted to network our new business, so I spoke to my father (Angelo Agrizzi) about our idea. I don't fully understand what happened after that, but this is the best recollection of the events. I recall asking if he (My father) would assist us in networking with the right people who could point us in the right direction. I recall my father suggesting a young man who was the son of someone he worked with or knew, and he believed this person would be able to add value to our "company". I intentionally place company in inverted commas because well although it was registered with CIPC and we had

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started setting up websites etc, it really was just an idea and not a company.

EA77

Later in 2014, a very informal breakfast was arranged at Clearwater Malls 'ciao baby' with myself, my father, Luyolo Mphithi, Linda Mti and Vukani Mti (the son I spoke of earlier). Now the importance of mentioning this meeting is because at some points during this entire saga, this meeting has been the centre of controversy around my relationship with the Mti family and who orchestrated this meeting. In the essence of laying down my side, I can't say exactly who is responsible for arranging this meeting, I don't know whether Gavin Watson requested or 'pressured' my father into having this meeting, all I know is that I sought advice on who we could speak to about or company from my father and a meeting with Linda Mti and Vukani Mti ensued. (I understand earlier this year I submitted to the citizen that my father was pressurised by Watson but having now taken time to think about everything and not being pressurised into given a statement I can confidently say I don't know whether he was pressurised or not). At this meeting we didn't really discuss anything about government work, and it was really just what I would term, an introductory meeting. Vukani Mti basically just explained who he was and where he had worked, and we thought there may be some potential to work together and maybe include him into our business. This wasn't something isolated, we also brought on two other smaller directors, Ms Dikeledi Selowa and I don't even recall the other ladies name.

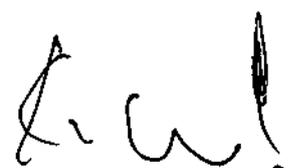
The point I'm making is that we were just young guys in varsity looking for opportunities, we didn't even really understand this would later become the major issue it is today. The fact that Luyolo Mphithi and Ms Dikeledi Selowa are current DA



EA78

members is irrelevant because neither of us at that stage had any influence or reach in realistic terms and we only viewed each other as friends not party members. The inclusion of Vukani Mti is perhaps what could be perceived as being more questionable but nothing came out of this, in fact we later realised the company was not going to be this great success we thought it could be and we all went our separate ways, I think Luyolo took up occupation at Mpumalanga Legislature doing research work and I myself took up occupation with the ANC in the Gauteng Legislature. There is this perception being created that Indlala was something more than what it really was, which is a couple of varsity students trying their luck at opening a business.

In a nutshell, there is no evidence to provide any other information contrary to this. In fact, the bank account of Indlala probably was never even used. I can't confirm this with the bank statements because I don't even know what the account number is for this, but I am trying to get hold of them to close this matter off once and for all. Our linked in profile and other material of the company were just marketing materials used, some of it may not have been completely accurate but we were just trying to market ourselves as a company already in operation. What I can say without a doubt and without fear of being proven wrong is that Indlala never worked with any state entity, it was not used to aid or abet corrupt activities it didn't receive any external funding and never did anything illegal. It was further not used as a vehicle to do anything for Bosasa or anyone connected to the Bosasa. We were trying to establish a company, but nothing ever materialised and so picking certain information to make it appear another way would be reckless and perhaps part of an

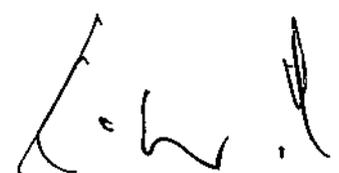
A handwritten signature in black ink, appearing to be 'L. W.' with a vertical line at the end.

EA79

agenda, if anyone has any other proof to suggest otherwise, I urge them to bring that proof to the table. I have submitted whatever I have in my possession together with this statement.

Moving to the Kevin Wakeford matter which I think will easily be cleared up when we look everything and not just snippets. In the Bosasa files, there is a claim made that Kevin cancelled a meeting with me after finding out I wanted to consult though Indlala on military and strategic matters. This nothing more than a blatant lie and I think for me this is the main issue with this entire Bosasa saga. I had met with Kevin Wakeford previously to discuss Indlala and get his perspectives on what we should do, this was long before Wakeford took up employment at Armscor. I was introduced to Kevin Wakeford by my father, he was someone I think was successful and because I was young and ambitious I wanted to get advice anywhere I could. The meeting was really not more than Wakeford suggesting how we can get investments and what challenges we may face. We didn't even speak about a single government entity at any stage. I hadn't had any communication with Wakeford until later in 2015 when I emailed Wakeford requesting a meeting (emails below) requesting to meet to discuss my studies and catch up. Wakeford's employment as the CEO of Armscor had nothing to do with the meeting as the email clearly illustrates. Wakeford claims he cancelled the meeting but if you look at the evidence submitted in the Watson files I was not sent that cancellation. In fact on the 9th of September 2019 I emailed asking to cancel the meeting because I had urgent meetings to attend to, clearly Wakeford did not cancel the meeting with me.

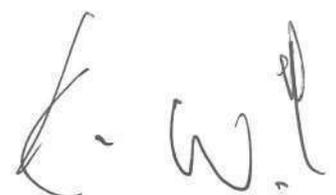
Irrespective of whether or not the meeting was cancelled with me, what I am putting to question is the reasons it was



EA80

cancelled. If the meeting was cancelled because Wakeford became aware that I was trying to do consulting work why then were two appointments scheduled for the 11th of November which I again cancelled. In fact, on all occasions where there was a meeting scheduled with Wakeford the emails clearly demonstrate that I was the one who cancelled these meetings and not Wakeford. I know that Wakeford knows the truth around this and given that there was nothing untoward in these meetings I am struggling to understand why he is attempting to make it look like something that it was not. I consulted with Kevin on various things, mainly studies and this is clear in the way I address Kevin as 'Prof'. Nothing more, nothing less.

I have been asked to comment on various other questions including my fathers relationship with the official opposition and or questions related to Bosasa. I want to make it clear that my father and I have never spoken in depth about Bosasa, both when he worked there and when he didn't, I have very little knowledge about anything at Bosasa, I can't say who is right and who is wrong or who is telling the truth or not because I don't know the full picture. It would be best for to get this information directly from the parties and not me, unfortunately I cant help you with this. What I can say is that I have not been involved in any of this, I have tried to keep my family out of this and would appreciate that my statement clarifies any questions anyone has regarding my involvement.



CITIZEN FOLLOW-UP ARTICLE ON GIANCARLO AGRIZZI



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INVESTIGATION

# Many versions: How Agrizzi's son Giancarlo couldn't keep his story straight

By Charles Cilliers

10 minute read

13 Nov 2019

9:49 am

**In January, Giancarlo Agrizzi levelled serious accusations against several individuals in both Bosasa and the ANC. Eight months later, he backtracked on all of it. When asked to explain why, he had no answers.**



Giancarlo Agrizzi. Picture: WhatsApp

Near the start of this year, after his father, Angelo Agrizzi, made headlines sensationally on the witness stand at the state capture commission, Giancarlo Agrizzi was asked to clarify his relationship with former national commissioner of correctional services Linda Mti, while also talking about what he had experienced while working for the ANC in Gauteng.

His father had just implicated Mti as the alleged recipient of a R65,000 monthly payment, among other alleged bribes, in order to facilitate tenders for controversial facilities management company Bosasa in the South African prison system.

**READ MORE: [How Linda Mti, other execs were allegedly 'bought' by Bosasa](#)**

Agrizzi Senior had in fact been the one who put The Citizen in contact with his son in order for us to get a prepared statement from him about his involvement with Bosasa.

You can read the article we put up based on that statement [here](#).

About eight months later, however, Giancarlo released yet another statement that directly contradicted much of what he had told The Citizen in January. Naturally, we were curious about why so much appeared to have changed in how Giancarlo Agrizzi understood his own past, particularly the details around why he had started a



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company with alleged links to Bosasa with someone who later went on to become the DA's youth leader, why and how he had joined the ANC, the work he had done there, and why he left the ANC.

To explain the discrepancies, he merely claimed that he had been put "under pressure" to say what he had to The Citizen in January about his alleged involvement with state capture, but had apparently now had time to sort out the facts and "set the record straight".

However, in doing so, he only raised further questions. He has resolutely decided not to answer any more questions, despite being contacted by The Citizen for clarification on all the confusion he created, and despite being given more than two weeks to respond.

His father has also repeatedly told The Citizen that he no longer wishes to be quoted on the record while he faces his own numerous legal challenges, including a criminal case related to a prisons tender awarded to Bosasa while he was the company's chief operating officer.

#### The January jumble

On 22 January this year, Giancarlo claimed that, in 2014, he was approached by his father to start a company with Linda Mti's son Vukani Mti, which would provide "consultancy services to various government agencies". Giancarlo claimed that in so doing his father had been acting under the instructions of Bosasa's now late CEO Gavin Watson.

However, in his subsequent statement published on [BizNews](#) on 27 September, and which was also sent to The Citizen in response to our own fresh queries, Giancarlo completely contradicted this, claiming that he and his university friend Luyolo Mphithi had independently come up with the idea of starting a consultancy company and that Giancarlo had actually been the one to approach his father to "assist us in networking with the right people who could point us in the right direction".

Giancarlo declined to explain why he completely changed versions.

In January, he told The Citizen that he and his father had met with Linda Mti and his son Vukani at Clearwater Mall, where Giancarlo was then supposedly "coerced" into starting a company that was to have Vukani as a shareholder. It was registered under the GLZ Group of Companies, trading as the Indlala Group of Companies, he revealed.

Giancarlo was asked why he had made accusations in January about Mti and Watson supposedly putting pressure on the Agrizzis to do their bidding, only to completely abandon this version in September. He did not provide any answer.

In January, he also told The Citizen that the plan with Indlala had been to work to assist the youth and that "there was nothing untoward in this regard". When now asked how – if it was indeed true that he and Mphithi had formed their company independently, as he now claims – he could have been told this, he also declined to answer.

In January, Giancarlo claimed that when it "later become known to me that there was a dubious relationship between Mr Linda Mti and Mr Gavin Watson from Bosasa, now known as African Global, I immediately ceased work for the Indlala Group of Companies, as did Mr Luyolo Mphithi".

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G. W!

EA83

However, he also completely backtracked on this statement eight months later after Mphithi himself told The Citizen that the reason he had ceased working for Indlala was simply that he had accepted a job in the Mpumalanga Legislature before being elected as the DA Youth's federal leader.

Mphithi told The Citizen he'd never had any idea that Indlala was connected to either Angelo Agrizzi or Linda Mti.

Mphithi said he started Indlala with a group of friends, including Giancarlo, who he met in his honours year at Wits University. He said "nothing materialised" beyond the registration of the company, and that he "resigned from the company in June that year after accepting a job in Mpumalanga".

In his September statement, Giancarlo similarly said that he had resigned from Indlala because he took up occupation with the ANC in the Gauteng Legislature. When asked why he had claimed in January that he had resigned as a result of the "dubious relationship" he became aware of, he declined to answer.

Giancarlo was also challenged to explain his September claim that he had been the one to ask his father for help, and that Angelo had then suggested working with Vukani Mti, when this directly contradicted Giancarlo's earlier claim of being "coerced" into working with Vukani.

He declined to answer.

#### Unexplained "pressures"

When asked to explain why he had claimed that Gavin Watson had "pressured" Angelo Agrizzi into requesting the meeting with Mti, Giancarlo declined to answer.

In his September statement, he admitted that he could not say that Watson had pressured his father into requesting the meeting. He tried to explain this change of view by claiming that he had "now taken time to think about everything and [was] not being pressurised into giving a statement".

When asked if it had in fact been his father who had pressured him into giving his initial, apparently wildly untrue, statement to The Citizen in January – or to simply explain who had pressured him – Giancarlo declined to answer.

#### ANC times

Giancarlo had told The Citizen in January about how he was employed in the ANC Caucus in Gauteng in 2015, "wherein there are various accusations being raised that [ANC MP and Bosasa-bribe accused] Mr Vincent Smith assisted me in getting a job at the ANC".

He claimed in January that he had made it public knowledge that he was employed by the "then secretary of Caucus, Mr Siphon Makama, and was hired on the basis that my qualifications exceeded those of the job request".

Smith, however, publicly admitted that he had in fact assisted in sending Giancarlo's CV around in 2015 to "the correct people and places".

When Giancarlo was asked if he was still maintaining the version that his father had never approached Smith for assistance in finding him work within the ANC, or that Smith did not assist him in any way to find work within the ANC, Giancarlo declined to answer.

EA84

He claimed in January that, during his time at the ANC, he was “coerced by a gentleman who is a current employee of Bosasa to allow Bosasa to do branding for the ANC’s campaign and arrange a helicopter for the [ANC’s] Siyanqoba rally on July the 4th”.

In January he also revealed that the estimated cost of the branding had been R200,000.

In his later statement in September, however, he then claimed to “have very little knowledge about anything at Bosasa” and that “my father and I have never spoken in depth about Bosasa”.

When asked how, since he was apparently now so ill-informed about these matters, he had still somehow known what the cost of the branding for the ANC’s campaign had been, along with other details that he had shared with The Citizen in January, he declined to answer.

In January, Giancarlo also claimed that when he became aware that the reason for the branding donation was that he would have been expected to facilitate meetings with senior politicians in Gauteng, he “immediately refused to do this, said that it went against the ethics of the ANC and that [he] would not facilitate any meetings”.

Giancarlo was asked if this was still true and how he had become aware of the “unethical” reasons behind the branding donations. He declined to answer. He also would not confirm who the “senior politicians” in question had been.

In January he claimed that he ended his employment with the ANC after he allegedly learnt that Brian Hlongwa (the then Gauteng ANC chief whip) and Sochayile Khanyile (who later replaced him as chief whip) had a relationship with World Tel and that these contracts were allegedly being inflated.

“I openly opposed this contract but was advised by the former finance manager that I should not even try. World Tel owner Mr Shalin Govender had a close relationship with Mr Hlongwa and Mr Khanyile. I believe the contract remains in place to date and the relationship still exists between all parties,” he claimed in January.

When asked if his prior accusations still had any truth to them in the light of his apparently new approach to reality in September, and why he had in any event waited for years before speaking to the media about it, Giancarlo declined to answer.

#### Clear as mud

Giancarlo reportedly initially approached BizNews in September to clarify “the facts”, but he then declined an interview request from them. BizNews said he later also refused to answer “10 simple, direct questions about his business links with DA employees and office-bearers”.

He instead gave them his new statement in which he, in effect, pleaded to be left alone, a plea that was repeated in response to The Citizen’s follow-up questions.

“What I can say is that I have not been involved in any of this, I have tried to keep my family out of this and would appreciate that my statement clarifies any questions anyone has regarding my involvement,” he said in his BizNews statement.

Giancarlo told The Citizen via WhatsApp last month that he believed his September statement was “sufficient and clears it up and puts the matter to bed”.

EA85

Despite the fact that his January statement had implicated a number of people in numerous acts of alleged wrongdoing, he said he was "not willing to engage or comment further on these matters as I think they are being drawn out with no real purpose and seem not to be in the interest of the public".

"I stand by my statement given to BizNews, which was drafted calmly and having had time to think about everything, including the facts."

He said that if there were "any conflicts with the original story" he advised The Citizen to "please rather focus on my statement sent to both yourselves and BizNews, which was not drafted under difficult circumstances".

He refused to clarify what these difficult circumstances had been and then alleged that The Citizen was placing his life as well as the lives of his wife and two daughters at risk, by asking him questions.

When asked to clarify how this was possible, he changed tack and answered: "When I suggest that you [are] placing me at risk, in no way am I suggesting I am fearful, I'm not. I just feel that being dragged into this is unnecessary because there is no story here. You are placing me in a spotlight I don't need to be in."

He maintained that he had "set the record straight" and had nothing further to say.

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## Experience



**Democratic Alliance**

3 yrs

**PR Councillor**

Aug 2016 – Present · 3 yrs

Tshwane municipality

**Chairperson of Services and Infrastructure**

Aug 2016 · 1 mo

City of Tshwane

Portfolio Chair of oversight for Services and Infrastructure

**Junior sales consultant**

Iemas Financial Services

Nov 2015 – Aug 2016 · 10 mos

Junior short term sales consultant

**Executive Director**

Indlala Group of Companies

Aug 2014 – Dec 2015 · 1 yr 5 mos



**Indlala Director, Business Card**

**DA Young Leader Class of 2015**

Democratic Alliance

Nov 2014 – Oct 2015 · 1 yr

**Vice Chairperson**

David Webster Hall Residence

Oct 2013 – Feb 2014 · 5 mos

University of the Witwatersrand

**DASO Wits**

1 yr 5 mos

**Chair Person**

Apr 2013 – Jan 2014 · 10 mos

University of the Witwatersrand

**Secretary**

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**dikeledi selowa**  
Political Leader

**Secretary**

Feb 2012 – Nov 2013 · 1 yr 10 mos  
University of Witwatersrand

**Secretary**

Mar 2012 – Nov 2012 · 9 mos  
Johannesburg

**Events Coordinator at Daso Wits**

Democratic Alliance Student Organisation

Mar 2012 – Sep 2012 · 7 mos

Johannesburg Area, South Africa



**Student**

University of the Witwatersrand  
2011 – 2012 · 1 yr



**Brand Ambassador**

The Creative Counsel

Jan 2008 – 2010 · 2 yrs

Pretoria

In store promotion of products

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**Education**

**University of the Witwatersrand**

Bachelor of Fine Arts (B.F.A.), Art History, Criticism and Conservation

2011 – 2016

**University of the Witwatersrand**

Bachelor of Arts (BA), History of Art, Political Studies, Media Studies and

International Relations

2011 – 2015

Activities and Societies: Fencing, Aiesec, Assist tutors, Gym, Aerobics, Wits Pride,

WALE Festival, Silent Protest and Student Politics

**University of the Witwatersrand**

2011 – 2015

**Volunteer Experience**

**Tutor**

Assist Tutors

Mar 2013 · 1 mo

Education

**Skills & Endorsements**

**Public Speaking** · 40

Endorsed by Muneeb Omarjee, who is highly skilled at this



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# DA Youth



The DA Youth believes in unlocking the possibility of South Africans through diverse resilient leadership. The future of South Africa is depended on young South Africans which are enabled through training, employment, education and business opportunities.

The DA Youth works alongside DA governments by advocating as the youth voice in parliament, provincial legislatures & municipal councils. Our force is strong and works diligently with communities through outreach programmes to create social change.

## Our leaders

Get in contact with our leaders!

Luyolo Mphithi MP

DA Youth Leader

[luyolo.revolution@gmail.com](mailto:luyolo.revolution@gmail.com)

Dr Zahid Badroodien

Youth Federal Chairperson

[youthchairperson@da.org.za](mailto:youthchairperson@da.org.za)

Dikeledi Selowa

Youth Federal Media & Publicity Chairperson

[youthmedia@da.org.za](mailto:youthmedia@da.org.za)

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WHY THE DATA?

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*K.W.*

SCREENSHOT OF VIDEO RECORDING OF  
GLYNNIS BREYTENBACH AT THE HOME OF  
ANGELO AGRIZZI.



*[Handwritten signature]*

EA91

SCREENSHOT OF VIDEO RECORDING OF  
WERNER HORN AT THE HOME OF  
ANGELO AGRIZZI.



*Handwritten signature*

SUNDAY TIMES ARTICLE ON BREYTENBACH WITHDRAWAL FROM NPA JOB EA92

## POLITICS

# Glynnis Breytenbach impressed with candidates for 'dream' NPA job

By Andrew Makhanya



Glynnis Breytenbach decided to withdraw her candidature for the job of national director of public prosecutions because of her role as a DA politician.

*Image: ESA ALEXANDER*

DA MP Glynnis Breytenbach has given a thumbs up to the candidates shortlisted for the position of SA's top prosecutor, with Shamila Batohi, Rodney de Kock and Siyabulela Mapoma her favourites.

Breytenbach, a prosecutor by profession, described the position of national director of public prosecutions (NDPP) as a dream job but she had to withdraw from the race because the prosecuting authority did not only have to be politically independent but also had to be seen as immune to political influence.



EA93

"I've propagated the view in the past and the DA's position is that the NDPP should be someone who is fiercely independent and would prosecute without fear, favour or prejudice, and who will right the wrongs in the NPA and do away with the toxic politicisation that has taken place there," she said at a press conference in parliament.

"While I have no doubt that I can do it and that's the reason I accepted the nomination, having given the matter a lot of thought I can't escape the perception that I am a politician and I will bring that perception to that role if I am appointed.

"I don't think that is in the best interest of the NPA. This isn't about individuals, it's about fixing a really vital state institution," said Breytenbach.

A handwritten signature in black ink, appearing to be 'L.W.' with a flourish above the 'W'.

M&G ARTICLE ON BREYTENBACH WITHDRAWAL FROM NPA JOB  
POLITICS

EA94

## Breytenbach withdraws as Maimane calls for NPA head who is 'above party politics'

Gemma Ritchie 14 Nov 2018



*Breytenbach said on CapeTalk that it was a difficult decision to give up her 'dream job', but she made the decision because 'a political appointment of any nature would not be in the best interest of the NPA.' (Theana Breugen/Gallo)*

0

Democratic Alliance (DA) leader **Mmusi Maimane** has urged President Cyril Ramaphosa to appoint a head of the National Prosecuting Authority (NPA) who is “above party politics”.

Maimane was speaking outside Parliament on Wednesday morning where he explained why DA MP Glynnis Breytenbach had withdrawn from the running for the position of national director of public prosecutions (NDPP).

The interviews for the head of the NPA began on Wednesday at the Union Buildings, following an urgent Right2Know court application on Tuesday to have the interviews open to the media in the interest of transparency.

**READ MORE:** High court orders NDPP interviews open to media

Breytenbach initially made her intention to withdraw public on Radio 702, saying she wanted to remove politics from the NPA. During her interview on the talk show, Breytenbach said her party held the view that the NDPP should be “apolitical”.

The politicisation of the NDPP is not new, Maimane reiterated on Wednesday saying, “The politicisation of the NDPP and the NPA is not just an aberration of the Zuma presidency either. It started under the Mbeki Presidency, and is simply the natural consequence of the ANC’s policy of cadre deployment, which has as its explicit goal the

*L.W.*

capture of the state's levers of power in order to concentrate power in the party.

EA95

"This policy of cadre deployment has demoralised professional civil servants who are judged not on the quality of their work, but on their connections and loyalty to the party."

Maimane has urged the president to appoint an individual who is "above party politics".

"If public faith in the NPA it is to be rebuilt at all, the President must appoint someone who is seen to be totally above party politics. It is not enough to know that the person will act independently. They must also be seen to be independent. And it is this factor which has led to the decision that Adv. Breytenbach has made," Maimane added.

Similarly, Breytenbach said on CapeTalk that it was a difficult decision to give up her "dream job" but she made the decision because "a political appointment of any nature would not be in the best interest of the NPA."

Breytenbach's legal career spanned 26 years. She was suspended from the NPA in 2012 over allegations she had shown bias during her fraud prosecution of mining company Imperial Crown Trading. Breytenbach was serving as a member of the Specialised Commercial Crimes Unit. The charges of fraud against Breytenbach and her co-accused Gerhard Wagenaar were later dropped.

In 2012, Breytenbach said then NPA head Nomgcobo Jiba suspended her over Breytenbach's push to prosecute former crime intelligence boss Richard Mdluli.

A handwritten signature in black ink, appearing to be 'L-w.' with a stylized flourish at the end.

THE CITIZEN ARTICLE ON BREYTENBACH RELATIONSHIP WITH AGRIZZI EA96



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STATE CAPTURE

# DA's Breytenbach denies being Agrizzi's 'close friend'

The 'Watson Files' claim Agrizzi boasted of his 'high-ranking' DA friends, alongside a video showing Glynnis Breytenbach with his pet monkey Romeo.

By Daniel Friedman

5 minute read  
26 Sep 2019  
11:42 am



DA MP Glynnis Breytenbach shows Angelo Agrizzi's pet monkey Romeo some love at the former Bosasa COO's home in Fourways. Picture: Screenshot.

Democratic Alliance (DA) MP Glynnis Breytenbach has denied being one of the "high-ranking DA members" former Bosasa COO Angelo Agrizzi allegedly claimed he was "close friends with".

This after Alec Hogg published a [file of information](#) provided by late Bosasa CEO Gavin Watson's nephew, forensic accountant Jared Watson.

The files, as well as a story published by Hogg, paint a picture of Agrizzi allegedly being the real mastermind behind Bosasa corruption. The report further alleges that Agrizzi plotted to pin this corruption on Watson, with his testimony earlier this year at the commission of inquiry into state capture alleged to be the "final piece in a carefully co-ordinated plan more than a decade in the making".

[Agrizzi](#) dismissed the evidence provided by Watson in a report in [The Citizen](#) released on Thursday morning, saying he couldn't discuss it in further detail as his lawyer had asked him not to communicate with the media.

As part of Watson's files, a screenshot from a video is provided showing Breytenbach at Agrizzi's home in Fourways, playing with Romeo, the former COO's pet monkey.

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According to the Watson files, "Agrizzi purported to be close friends of high-ranking DA members", and provided the video as evidence of this.

While Breytenbach admits to meeting with Agrizzi, she says this was "in the course of" her work as a DA MP, adding that he "supplied information regarding corruption at Bosasa".

"Mr Agrizzi contacted me in late 2018, I think, in order to supply information regarding corruption at Bosasa," she said.

**READ MORE:** [Why the Watsons and Bosasa kept their silence](#)

"I met him one time with [DA MP] Dr Annelie Lotriet and two times with Werner Horn MP.

"These types of meetings happen on an almost daily basis with whistleblowers and accomplices, and the information gathered, once verified, is used in the course of our work in holding government and officials to account," Breytenbach said.

"Mr Agrizzi asked for legal advice, which we declined to supply and advised him to see an attorney."

Breytenbach dismissed the insinuation that she was in any way friends with Agrizzi.

"If Mr Agrizzi has 'high ranking friends' – whatever that is supposed to mean – in the DA, then I am not one of them. Neither could I by any stretch of the imagination be regarded as 'high ranking'. We are not 'close'.

"Mr Hogg has never had the courtesy of requesting any comment from me, and clearly reaches his conclusions with little regard for the true facts."

The information about the meetings Breytenbach had with Agrizzi is part of the "[Watson files](#)" compiled by Jared Watson, which Hogg published in their entirety. Hogg at no point, however, indicated whether the allegations of Agrizzi's "high ranking" friendships within the DA were true. Breytenbach's name was not included in [the report](#) Hogg published along with Watson's documentary evidence, which he said he released in the public interest.

They files are part of what Gavin would have presented to an SA Revenue Service (Sars) inquiry into his tax affairs if he had not died in a mysterious car crash on the morning of August 26.

Hogg's report claims that "Gavin Watson lived in a two bedroom apartment in Krugersdorp and drove a relatively modest car. His accuser occupies the opulent Palazzo Agrizzi in Fourways, owns a fleet of supercars including five Ferraris, an extremely valuable art collection and numerous expensive properties in SA and Italy".

Agrizzi has denied this, telling The Citizen that he "only" has one Ferrari, a 2000 model 360 Modena, and has no properties in Italy. He also denied being a fine art collector.

Breytenbach, when asked if she's aware of how much wealth Agrizzi has and how he accumulated it, said: "It is very clear that any measure of wealth accumulated by Mr Agrizzi derives from his association with Bosasa and the obviously corrupt business practices they followed. I understood this to be the essence of his testimony at the Zondo Commission and I also understood Mr Agrizzi to not dispute those facts. My thoughts on the matter must be irrelevant, since Mr Agrizzi set it out in some detail."

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K-w!

EA98

Horn confirmed having met with Agrizzi at his home, but said he is far from a close friend, as these were the only times they had met.

"He indicated that he wanted to share information with the DA on the now well publicised manner in which Bosasa operated and to get advice from us," he said.

**READ MORE: [Angelo Agrizzi to publicly apologise for false testimony at commission](#)**

"The first meeting took a few hours, while the second meeting was merely to collect documents."

"Our 'advice' at the conclusion of the first meeting was that as Mr Agrizzi (on his own version) was deeply involved with the corrupt activities of Bosasa, he should consult with his own lawyers to assist him when he share information with the SAPS and/or NPA but that he (in our view) could not escape from having to face the consequences of his own actions.

"We have had no other contact with each other since then. We are therefore neither friends, nor 'close'.

"While Mr Hogg, to my understanding, based his 'report' on a document which the late Mr Gavin Watson apparently was to file with the Sars inquiry, it seems that it suited his purposes not to verify any of the information related to Ms Breytenbach and myself with us before publishing it," Horn said.

As for Jared's evidence, Horn says while it "is for our law enforcement agencies and the courts to decide who played what role in the operations of Bosasa", we shouldn't necessarily take what's in the Watson files as gospel.

"It seems clear to me that there is much truth in the saying that there is no honour among thieves," he said.

Lotriet also denied any friendship with Agrizzi and said she had never been to his home. The meeting between Breytenbach, Agrizzi and herself took place at a hotel in Pretoria.

"The only knowledge that I have of Agrizzi is what I have heard at the Zondo commission and in the media," she said.

*UPDATE: This article was updated with DA MP Werner Horn's comment, 12:07, September 26.*

(Background reporting, Charles Cilliers)

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L.W.

## COMMISSION RECORD FROM 18 JANUARY 2019

EA99

18 JANUARY 2019 – DAY 36

Watson, attempt is made to persuade him not to sign the statement.

**MR ANGELO AGRIZZI:** Correct.

**CHAIRPERSON:** But you did not attend that meeting yourself. You are basing your response on what you were subsequently told. Is that right?

**MR ANGELO AGRIZZI:** That is right. I am basing it only on what was told to me.

**ADV PAUL PRETORIUS SC:** Then the last sentence of that paragraph, reads:

“Carlos also informed Gavin about the meeting we had at Angelo Agrizzi’s home the previous evening.”

Now I know the dates might be hard to remember, but do you recall such a meeting at your home on 12 November 2017?

**MR ANGELO AGRIZZI:** I recall the meeting vividly.

**ADV PAUL PRETORIUS SC:** Right, so in fact it is correct that there was such a meeting at your home on 12 November 2017. You recall it. What happened at that meeting?

**MR ANGELO AGRIZZI:** Well at that meeting we basically just discussed the way forward in terms of contacting - At that stage we wanted to contact Billy Hofmeyr. We wanted to contact the Hawks, SARS and that was basically what we discussed at that meeting, apart from you know, discussing as well the issues with regards to where the stumbling blocks would be and what avenues to use to go for the corruption matter and to clear that up and to clear up every bodies names.

**CHAIRPERSON:** Were the other members of the group to which you referred as whistle-blowers, were all of the members of the group, people who were previously worked for Bosasa but were no longer working for Bosasa or were there some people who were still within Bosasa?

**MR ANGELO AGRIZZI:** Chair at that stage, it was only people that were with Bosasa

## COMMISSION RECORD FROM 26 MARCH 2019

EA100

26 MARCH 2019 – DAY 73

**CHAIRPERSON:** The sole Director?

**MR PETRUS STEPHANUS VENTER:** Sole shareholder at the time.

**CHAIRPERSON:** Yes.

**MR PETRUS STEPHANUS VENTER:** Up until, *ja* ...(intervenes).

**CHAIRPERSON:** Now Mr Agrizzi and Mr Watson and Mr van Tonder I think those are the three people you just mentioned?

**MR PETRUS STEPHANUS VENTER:** Correct.

**CHAIRPERSON:** What did the records of Concilium reflect them as?

**MR PETRUS STEPHANUS VENTER:** As employees Chair. I cannot recall what the  
10 description.

**CHAIRPERSON:** Whether any particular positions were.

**MR PETRUS STEPHANUS VENTER:** What their positions were, but *ja*.

**CHAIRPERSON:** But that they.

**MR PETRUS STEPHANUS VENTER:** They were considered employees.

**CHAIRPERSON:** They were reflected as employees of Concilium as well?

**MR PETRUS STEPHANUS VENTER:** Correct.

**CHAIRPERSON:** Okay.

**ADV REFILOE MOLEFE:** Thank you. Are you ready to proceed with your next  
paragraph Mr Venter?

20 **MR PETRUS STEPHANUS VENTER:** Thank you, yes.

**ADV REFILOE MOLEFE:** You deal with circumstances relating to the drafting of your first statement. When or how did it come about that this statement be drafted?

**MR PETRUS STEPHANUS VENTER:** Chair during November 2017 I was called by Mr Agrizzi and Mr van Tonder to come and see them at the house of Mr Agrizzi in Fourways and upon my arrival they told me that I should do a statement. All of them

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were busy doing affidavits which would reveal illegal activities of Mr Watson and they have asked me to prepare a similar statement and they will assist me in doing all of that. I still recall sitting next to Mr Andries van Tonder and I cannot remember whether he did finalise his statement at the time, but he had his statement on his computer and he guided me through the processes as to what they really want and Mr Agrizzi would dictate some of the wording, because I have been telling him I was good friends with Mr van Tonder. So, and Mr van Tonder and Mr Agrizzi would remind me of certain events or certain things that happened which they wanted me to include into the statement. For example various payments I have made on behalf or on instruction of

10 Mr Gavin Watson. So.

**ADV REFILOE MOLEFE:** So you said in November 2017. Were you still employed with D'Arcy-Herrman?

**MR PETRUS STEPHANUS VENTER:** Correct.

**ADV REFILOE MOLEFE:** And you said that the purpose was to expose certain illegal activities?

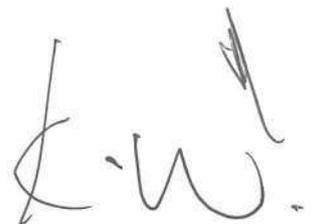
**MR PETRUS STEPHANUS VENTER:** Correct.

**ADV REFILOE MOLEFE:** When you were informed of this purpose did Mr Agrizzi or Mr van Tonder at any point request you to fabricate information in exposing these activities?

20 **MR PETRUS STEPHANUS VENTER:** No, they did not. They wanted me to put into the statement information which I am aware of and which I had in my possession, proof of payments and all of that. That is what I had to put into the statement.

**ADV REFILOE MOLEFE:** And you.

**CHAIRPERSON:** I am sorry. When they asked you to make a statement that would expose illegal activities what was your immediate reaction to that?



EA102

PETRUS VENTER AFFIDAVIT IN NOVEMBER 2018 DISPUTING ALL THE ALLEGATIONS IN THE PREVIOUS AFFIDAVIT PREPARED BY AGRIZZI AND SIGNED BY VENTER

CONFIRMATORY AFFIDAVIT

I, the undersigned

PETRUS STEPHANUS VENTER

declare herewith under oath as follows:

1.

I am an adult male with Identity number 710124 5040 083, currently residing at 19 Lindhout Street, Noordheuwel, Krugersdorp, and currently self employed as a Tax Consultant.

2.

The facts contained in this affidavit fall within my personal knowledge, unless otherwise indicated or unless the contrary appears from the context and are to the best of my belief true and correct.

3.

I confirm that I had a very good relationship with Andries van Tonder, the former Chief Financial Officer (CFO) of the Bosasa, now African Global Group of Companies since 2004. We became very good friends and Andries invited me on all expenses paid various hunting trips, whereof my former employer, D'Arcy-Herrman & Co Incorporated, was aware. One of the audit partners of the firm, Nellis Wolmarans, also accompanied us on hunting trips on more than one occasion.

Handwritten signature and initials, including 'Du', 'H', and 'K.W.'.

EA103

4.

At the beginning of 2016, Andries van Tonder approached me to take over Consilium Business Consultants (Pty)Ltd, a company which belonged to Dr. Jurgen Smith, as Dr. Smith was diagnosed with cancer and wanted to leave the company as soon as he could. Consilium is a labour broker company that employs people for the previously known Bosasa, now African Global Group of companies.

5.

I discussed the opportunity to take over the company from Dr. Smith with my sister, Margaret Longworth, as she was only working during the mornings, and she accepted the opportunity and became the sole director and shareholder of the company.

6.

All the employees on Consilium's payroll are either employed or render a service on behalf of the company.

7.

Andries van Tonder and Angelo Agrizzi requested me to register a new company because they didn't want the invoices from Tax Risk Management Services, an entity which belongs to Dr. Daniel Erasmus, a tax attorney, to go through Bosasa. The explanation given to me for this was that Dr. Erasmus is well known person at SARS and they didn't want to associate the Bosasa Group with him and therefore want to keep it one step further away from the Group.

8.

8.1 I confirm that I would receive the invoice from Tax Risk Management Services and then take it to Mr. Van Tonder, who would then dictate the wording of the invoice which I should issue from Miotto.



EA104

8.2 I always had to increase the value in order to include a commission on the Tax Risk Management Services invoice. This instruction would come directly from Angelo Agrizzi and Andries van Tonder.

8.3 The Miotto invoice was then signed off by both Messrs. Van Tonder and Agrizzi and the amount was paid over to Miotto. After the amount came in, I would pay the Tax Risk Management Services invoice the original amount, and then I would get an instruction from both the gentlemen (Andries & Angelo) as where to pay their commissions too. I personally made approximately R500 000.00 from these fraudulently inflated invoices during the time period.

9.

All the commission on the Tax Risk Management Services invoices were equally split between the three of us, being one third each. I did not question this because Angelo Agrizzi, the former Chief Operating Officer of the Bosasa Group, made all the decisions and Mr. Gavin Watson, the Chief Executive Officer of the Group, allowed him to do this as he trusted him explicitly and was not involved in the actual day to day management of the business. One *would never* question an instruction from Angelo Agrizzi.

10.

The Tax Risk Management Services payments to Miotto stopped when Mr. Agrizzi left the Group, and Tax Risk Management Services was asked to invoice the Bosasa Group directly. Furthermore, Andries van Tonder and Angelo Agrizzi had full control over the company, and nobody questioned them.

11.

11.1 I confirm that the following payments were made from Miotto:



EA105

- 11.1.1 A payment of R 450,000.00 towards the purchase of the Porsche Cayenne of Andries van Tonder;
- 11.1.2 R 25,000 towards the service of Angelo's Porsche;
- 11.1.3 Payments to Blake's Travel on behalf of Angelo;
- 11.1.4 Various payments to Debbie Agrizzi ( Angelo's wife).

## 12.

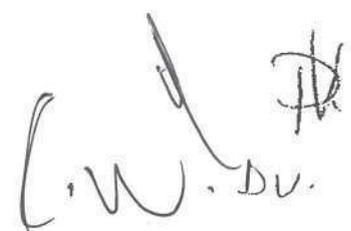
All the payments in the Group were signed off by both Messrs. Van Tonder, the Chief Financial Officer and Mr. Agrizzi, the Chief Operating Officer. Mr. Watson, the Chief Executive Officer, never signed off on anything as he was not aware of this arrangement.

## 13.

During November 2017, I was contacted by Angelo Agrizzi who requested me to visit him at his house in Fourways. Upon arrival I met with Angelo and Andries who informed me that Angelo was in the process of drafting a statement on my behalf pertaining to several business transactions relating to the African Global Group he wanted me to sign. I had to type my personal history as an introduction, the same as Andries has done.

## 14.

I spent several hours at Angelo's house that specific day whilst he was working on the statement. We had lunch and we waited for Frans Vorster to bring Carlos Bonifacio, an employee of African Global, to Angelo's house. When Carlos arrived, Angelo ordered everybody to leave their cell phones in the dining room. When Angelo told us this I knew



EA106

that he was going to do something and he did not want us to record or have any evidence against him.

Angelo requested Carlos to draft a similar statement. I recall that during this discussion there was mention made of a cash payment from Angelo to Carlos for the information that Carlos was to provide in his statement.

Due to other obligations I couldn't stay longer and had to depart from Angelo's house whilst the statement was not completed. Angelo told me that he would send the statement to me once he completed it and he added everything that he wanted too. I was not happy at the time to type the introduction for the statement or to be part of the process to draft a statement, but Angelo is very intimidating and with Andries also being there they both mentioned to me that I could be arrested if I did not do what they said. I decided when I left that the statement was not completed and I did not sign it, and therefore it was not an official document.

15.

During November and December 2017, I received several phone calls from Andries van Tonder and Angelo Agrizzi, Angelo would call me every day and leave intimidating messages why I'm ignoring his calls. I kept on avoiding Angelo in an attempt not to sign the statement, I also told Angelo that I'm not going to sign the statement as it is not a true reflection and I was not aware of all the incidents that Angelo mentioned in it.

Angelo made various threats pertaining to my career and personal wellbeing in an attempt to intimidate and blackmail me and to get me to sign the statement that he drafted on my behalf. He told me that I shared in the "commission", fraudulent inflation of the Tax Risk Management Services transactions and if this comes out my career will be destroyed. Angelo said that he and Andries would deny any knowledge of these transactions and he would inform the other audit partners and also ensure that it gets out to the media.

I decided to meet with the two gentlemen (Angelo & Andries) at the Home of the Chicken Pie near Lanseria Airport on the morning in December 2017 before I flew down to my family in Mosselbay.

Handwritten signatures and initials at the bottom right of the page. There are two distinct signatures, one appearing to be 'K. W.' and another with a large flourish, followed by the initials 'D.V.'.

EA107

Angelo told me when the discussion started that he would also expose me for the large amounts of money that Andries van Tonder gave me over a long period of time while I was doing building renovations at my house. It amounted to hundreds of thousands. During this discussion Angelo gave me a drafted document with a flowchart indicating his step by step action plan to sabotage the BEE Business Bosasa and extort money from Gavin Watson, Angelo explained to me that I had to sign the statement as this was a crucial part of his plan as indicated on the flow chart. At the end of the discussion Angelo became very dominating and told me that I had to sign the statement, he mentioned again about the manipulation of the invoices and the cash that I received from Andries for my house that also came out of Bosasa. Angelo also mentioned that he would use the MD Longworth monthly invoice that he, Angelo and Andries signed off to open a criminal theft case against me. Because I was scared of Angelo and the threats that he has made to expose me regarding the manipulation of the invoices I told him that I would sign the statement just to get away from him.

16.

Angelo called me several times whilst I was on holiday with my family and mailed me the statement which he drafted on my behalf. He told me that I should print the document, take it to the Police Station, sign it there and then scan and mail it back to him. Due to the fact that I was on holiday with my family and I did not want Angelo to ruin my time with my family, I signed the document and sent same back to him. I never gave the original signed Statement to Angelo, as I thought that it would be my proof one day to show that I just sent him the signed copy to get him off my back.

17.

Although this statement makes mention that I signed it out of my own free will, I reiterate that this was not the case, and that I signed the Statement under duress and due to the constant intimidation and blackmail from Angelo Agrizzi. After I sent a copy of the Statement to Angelo, he backed off and all intimidation stopped for a while.

Handwritten signature and initials, including the letters 'Du'.

EA108

18.

Miotto Trading and Advisory Holdings (Pty) Ltd entered into a consulting agreement with Moroko Consultants, Training & Development (Pty) Ltd. Moroko Consultants was to provide a turnaround business strategy and the necessary training and development to the African Global Group.

19.

Gavin Watson granted Lindie Gouws a loan to buy a house, which loan was paid from his own investment account. The transaction was later cancelled, and all funds were returned to Gavin Watson. I assisted Gavin with the payments which went into and out of the bank account of Miotto.

20.

The Exchange Space is a company who does all the marketing, branding and development for the African Global Group. The master brain behind this is a lady with the name Lindie Gouws, whom has an MBA degree and is a very skilled and knowledgeable person in this field. I recall that management mentioned at one point in time that the Exchange Space look over all the work which was internally done at the African Global Group at a cost of R 1 million per month, since outsourced to The Exchange Space, the only costs to them now is R 120,000.00 per month.

21.

I assisted Lindie to register the company, but due to the fact that Angelo Agrizzi posted negative posts on Facebook due to jealousy and a personal vendetta against Lindie, she requested me to register the company in somebody else's name until she could change it later on. I also recall that Lindie mentioned that she obtained legal advice against the negative posts on Facebook.

Handwritten signature and initials, possibly 'L. Gouws' and 'D.V.', with a large arrow pointing to the page number.

EA109

22.

I was doing Mr Gillingham's TAX on Instruction of Angelo Agrizzi, I met with Mr Gillingham on the 27<sup>th</sup> of October 2017 at my offices at 269 Voortrekker Road. Mr. Gillingham came to see me as he had various queries about his pension lumpsums.

I confirm that I did not hand Mr. Gillingham any parcel, as was mentioned by Mr. Agrizzi in the statement which he drafted on my behalf.

23.

Louis Passano came to me and informed me to reduce his current monthly income, which I did. Angelo Agrizzi and more specifically, Andries van Tonder, was aware of this and agreed that I did as Louis requested. Andries was very jealous of Louis Passano because Louis got married to Colleen. Andries saw Louis as a threat to his position in the business and Angelo constantly reminded Andries of it. I am of the opinion that Angelo used this as a tactic to influence Andries to walk away from the company, which happened in November 2017. I mention this because Mr. Agrizzi also told me that Mr. Passano wants me away from the business. This was just Angelo's nature to intimidate people.

24.

Andries van Tonder, the Chief Financial Officer of the Bosasa Group, was the person managing the Sea Ark prawn project. Andries travelled the world to learn all the processes and systems. There was a SARS audit and Andries requested me to contact and make use of the services of Dr. Daniel Erasmus, being a tax expert.

25.

Based on all the information and explanations which we received from Andries, we successfully motivated to SARS that the losses were allowable, which SARS accepted,

- 8 - Page



EA110

and I confirm that the paragraph typed in the "False duress statement" must have been included by Andries, as this is totally different from the information which was made available to me and Dr. Erasmus.

26.

As far as I am aware, all private expenses of Gavin Watson is allocated to his loan account and cleared before year end. If this was not done, then it must have been an oversight by the African Global accountants and Andries as he was the CFO at the time.

27.

The software license agreements were sold and the attorneys have dealt with the necessary agreements. The same firm's tax advisers were also involved and Andries van Tonder, the Chief Financial Officer of the Group, dealt with all the financial affairs of Phezulu Fencing and furthermore, D'Arcy-Herrman is not the auditors of the company.

28.

Specialist consultants were involved with the shareholders agreements, and I am not aware of any information or data problems at the African Global Group, but what I am aware of is the fact that both Angelo Agrizzi and Andries van Tonder wanted to sabotage the business and to take it over at all costs, As they both worked very hard and did not see why they must enrich the BEE Board. This was confirmed recently when Andries Van Tonder came with various proposals to take over the business.

29.

29.1 Andries van Tonder requested me to assist him and Angelo Agrizzi to register a few companies for themselves. I referred them to someone who assisted them to register the following entities:

-9- | Page



EA111

- Spilacraft CC
- Aruwize CC
- Lombicor CC

Andries van Tonder later approached me again to liquidate the entities, and again I referred them to someone who assisted them.

30.

I confirm that I deposed to an Affidavit on the 10<sup>th</sup> of April 2018 subsequent to the events detailed in the Affidavit enclosed herewith as Annexure "PSV1", of which the contents are self-explanatory.

31.

As detailed in the abovementioned Affidavit, I confirm that I was intimidated, threatened, harassed and blackmailed into signing an Affidavit drafted by Mr. Angelo Agrizzi, containing details of various transactions in order to discredit the Company and the CEO of the African Global Group, Mr. Gavin Watson. Angelo told me on more than one occasion that he wants the Company for himself, he wants to be the CEO and Andries as they offered their lives to build it up. Angelo said that he would destroy the Company financially and be a very rich man if he cannot get the business.

32.

It is clear from the Affidavit drafted by Mr. Agrizzi, that the intention was to sabotage the African Global Group with the untrue and defamatory statements made in respect of Mr. Watson, and I hereby confirm that the majority of the averments and transactions where Mr. Agrizzi attempted to discredit Mr. Watson, is in essence transactions that Mr. Agrizzi and Mr. Van Tonder authorized personally and it was authorised by their signature.



EA112

33.

I confirm that I made a further Affidavit on the 18<sup>th</sup> of May 2018, which I enclose herewith as Annexure "PSV2", that contains a detailed diagram created by Mr. Agrizzi of the process Mr. Agrizzi and Mr. Van Tonder intended to sabotage the African Global Group and the downfall of Mr. Gavin Watson or any party who stands in the way of these plans.

34.

I lastly emphasise that the Affidavit drafted by Mr. Agrizzi was signed under duress, and I would have never signed a document of such untrue nature, but the intimidation and threats by Angelo Agrizzi intimidated me into signing that controversial affidavit.

SIGNED AT Krugersdorp SAPS ON THIS 11 DAY OF November 2018.



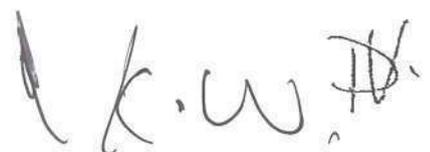
PETRUST STEPHANUS VENTER

I CERTIFY THAT THIS AFFIDAVIT WAS SIGNED AND SWORN TO BEFORE ME IN MY CAPACITY AS COMMISSIONER OF OATHS AT Krugersdorp SAPS ON THIS THE 11<sup>th</sup> DAY OF November 2018 BY THE DEPONENT WHO:

(a) confirmed that he:

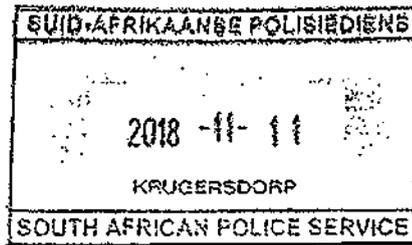
- (i) knows and understands the contents of this affidavit;
- (ii) has no reservations about taking this oath;
- (iii) considers the oath as binding on his conscience.

(b) Uttered the words "So help me God."



EA113

  
Dipuo Chif  
 COMMISSIONER OF OATHS



FULL NAMES: Dipuo Chif  
 BUSINESS ADDRESS: 118 Comr Street  
 DESIGNATION: Police office  
 AREA/OFFICE: West Rand

*[Handwritten signature]*

## EXTRACTS OF VENTER AFFIDAVIT TO COMMISSION

EA114 PSV-01

**AFFIDAVIT PETRUS STEPHANUS VENTER**

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**AFFIDAVIT PETRUS STEPHANUS VENTER**

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I, the undersigned

**Petrus Stephanus Venter**

Do hereby make oath and state:

1.

I am an adult male residing in the Krugersdorp area, Gauteng.

2.

I understand that in my statement I may incriminate myself in respect of potentially serious offences. In addition, I failed to report these acts as apparently required in terms of section 34 of the Prevention and Combating of Corrupt Activities Act, 12 of 2004. I give this evidence freely and voluntarily. I have not been offered an incentive or reward.

3.

I submit this affidavit with no allegiance to either Bosasa Operations (Pty) Ltd (Bosasa) and its subsidiaries, Mr Gavin Watson (Mr Watson) or Mr Angelo Agrizzi (Mr Agrizzi). Bosasa is now known as African Global Operations (Pty) Ltd.

4.

I have previously signed an affidavit in respect of the aspects that will be covered within this current affidavit. I did not prepare the affidavit (hereinafter referred to as the 'first affidavit') freely and voluntarily and I signed the affidavit under duress as will be detailed below. I also submit that although various portions of my first affidavit were edited or added to by Mr Agrizzi, the majority of the occurrences and detail described is factually



1

**AFFIDAVIT PETRUS STEPHANUS VENTER**

8.6 The name of the firm I was employed by, changed from Bester Viljoen Inc. to Maseng Viljoen Inc. in or around 2009, and then to D'Arcy-Herrman Inc. in or around 2013.

9.

D'Arcy-Herrman Inc. were the external auditors for Bosasa and performed auditing, tax and company secretarial type services for Bosasa. I was involved on the tax side of the business and other staff from within the audit division of D'Arcy-Herrman Inc. performed the auditing services. To my knowledge Bosasa did not employ any internal auditors.

10.

Since 2004, I had a very good relationship with Mr van Tonder, the former Chief Financial Officer (CFO) of Bosasa. Mr van Tonder and I became very good friends and he invited me on various hunting trips. My former employer, D'Arcy-Herrman, was aware of these trips. Mr Nellis Wolmarans (Mr Wolmarans), one of the audit partners of the firm, also accompanied myself, Mr van Tonder and others on hunting trips on more than one occasion.

11.

Around 2014, there were various audit queries raised by SARS in respect of a company, SeaArk (Pty) Ltd, a subsidiary of Bosasa. I refer to this in paragraphs 21 to 25 of the first affidavit. In this regard, I can confirm that Mr Watson wanted to retain the status of the 'assessed loss' of R138 498 378.00, which was calculated by SeaArk and confirmed by D'Arcy-Herrman Inc. through the external audit of SeaArk's annual financial statements (AFS). If this assessed loss was disallowed by SARS, this would have had the implication of immediate and future profits being taxed. Subsequent to the SARS audit, which allowed the assessed loss, the manner of operations changed. SeaArk was then utilised as a supply chain company, whereby purchases were processed through this entity on behalf of Bosasa. SeaArk was also utilised to rent out catering equipment. Through this change, the assessed loss was utilised against the profits from the purchases for Bosasa operations.

*P. S. Venter* 5 4  
*PSV*

**AFFIDAVIT PETRUS STEPHANUS VENTER**

12.

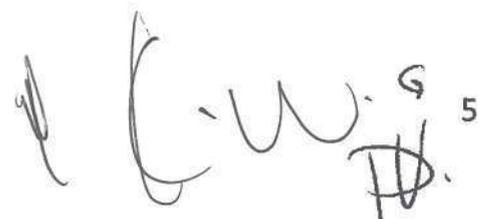
In addition, with regards to paragraphs 21 to 25 of the first affidavit which relate to SeaArk, I wish to clarify the following:

- 12.1 Mr Agrizzi testified to the Commission that I informed him that transactions relating to SeaArk's assessed loss were fraudulent and that I advised Bosasa to create and manufacture fraudulent invoices in order for Bosasa to be successful in the SARS audit. This is untrue. I worked closely with Dr Daniel Erasmus (Dr. Erasmus), who is a well-known International tax attorney, on this matter. Based on information provided by Mr van Tonder to D'Arcy-Herrman Inc and Dr. Erasmus, we prepared our submissions to SARS. I did not advise Bosasa to create and manufacture fraudulent invoices. I worked with Mr van Tonder on this case and I cannot recall that I have ever spoken to Mr Agrizzi about this case;
- 12.2 I did however advise Bosasa that rental is considered to be a trade in terms of the Income Tax Act, 58 of 1962; and if they could rent the catering equipment from SeaArk, then they will be able to retain the assessed loss;
- 12.3 I note that various portions from these paragraphs were copied from the affidavit of Mr van Tonder (see paragraph 50 in Mr van Tonder's affidavit dated 28 January 2019, which was annexed to the Commission as **Exhibit "T1"** per pages **AJVT-001 to AJVT-111**). I believe they were copied into the first affidavit sent back to me by Mr Agrizzi; although, I do note that in certain instances the wording is not exactly the same with some changes and additions.

13.

The services of Tax Risk Management ("TRM") Services, an entity associated with Dr. Erasmus, were procured by the Bosasa Group, as detailed below:

- 13.1 Mr Van Tonder and Mr Agrizzi requested me to register a new company because they did not want the invoices from TRM to go through Bosasa. TRM is an entity that renders professional tax services to a variety of corporations and firms;

A handwritten signature in black ink, appearing to read 'P. S. Venter', with a small number '5' written to the right of the signature.

**AFFIDAVIT PETRUS STEPHANUS VENTER**

is a labour broker company, the auditors would have checked the employment contracts. In addition to the above, with regards to Consilium, I can state that:

- 15.1 Consilium would raise three invoices to Bosasa Operations / African Global Operations, Sondolo and Bosasa Youth Development Centres on a monthly basis, in order to recover the fees and salaries paid by Consilium;
- 15.2 I paid various other employees such as Mr Sesinyi Seopela salary per month via Consilium.

16

During November 2017, I was contacted by Mr Agrizzi and Mr van Tonder who requested me to visit them at the house of Mr Agrizzi in Fourways. At the house I was told that I should type a statement to reveal the illegal activities of Mr Watson, and that they would assist me in doing so. I then drafted an affidavit as follows:

- 16.1 I was requested to type my personal details and the introduction with my personal details. They explained to me how the statement should be drafted and what contents I should put in;
- 16.2 My draft affidavit was done on my laptop initially, and I noted that Mr van Tonder also had an affidavit in his name, open on his laptop. Mr van Tonder and I were sitting next to each other and certain information would have been passed between us whilst we were sitting together;
- 16.3 Mr Agrizzi reminded me of certain occurrences and also dictated the wording of certain of paragraphs to me. I also printed some documents and handed them to Mr Agrizzi, including the proof of certain payments made by me from Miotto for:
  - 16.3.1 The legal costs of Mr Hlaudi Motsoeneng;
  - 16.3.2 The benefit of Morako/ Moroka Consultants; and
  - 16.3.3 ABSA Bank with the beneficiary named "EFG2" and the description referenced as 'social development'.
- 16.4 I spent several hours at Mr Agrizzi's house that specific day whilst we were working on the statement; however, my affidavit was not finalised there and then.



**AFFIDAVIT PETRUS STEPHANUS VENTER**

17

On the same date, whilst compiling the affidavits, Mr Frans Vorster brought Mr Carlos Bonifacio, an employee of Bosasa, to Mr Agrizzi's house. When Mr Bonifacio arrived, Mr Agrizzi ordered everybody to leave their cell phones in the dining room. When Mr Agrizzi told us this, I knew that he was going to do something and he did not want us to record the conversation. Mr Agrizzi then requested Mr Bonifacio to draft a similar statement. I recall that Mr Bonifacio expressed his concern that he was about to go on pension early the following year; and that he did not want to jeopardise his pension. During this discussion Mr Agrizzi offered Mr Bonifacio a cash payment of approximately R 500,000.00 for the information that Mr Bonifacio was to provide in his statement.

18

Due to other obligations I could not stay longer and had to leave from Mr Agrizzi's house, although my draft statement was not complete. Mr Agrizzi informed me that he would work on my draft statement and send it to me once he had completed it. I cannot recall if I gave Mr Agrizzi the draft statement or sent it to him on email.

19

I would like to state that I was not happy at the time to be part of the process to draft a statement; however, Mr Agrizzi was very intimidating and showed me the files full of evidence they had accumulated against Mr Watson and Bosasa. The entire patio table was full of files which made me really scared. It was clear that Mr Agrizzi wanted to destroy Mr Watson.

20

During November and December 2017, I received several phone calls from Mr Agrizzi, but I kept on avoiding his calls. Mr Agrizzi then made various threats pertaining to my career in an attempt to intimidate and blackmail me, in order to get me to sign the statement. Mr Agrizzi used Telegram messages with a very short self-destruct timer (the message



9

**AFFIDAVIT PETRUS STEPHANUS VENTER**

disappeared within seconds). I cannot recall the exact wording, but it was something like "you better make the right decision, otherwise you will go down with Watson".

21

Whilst at Mr Agrizzi's house during November 2017, he mentioned to me that as I shared in the "commission" from the TRM transactions and personally benefitted, if this was exposed, my career would be destroyed. Mr Agrizzi also threatened to expose me for having renovations made to my house many years ago, which had been paid for by Bosasa. The renovations referred to was when I previously built a boundary wall at my residence. Mr van Tonder referred Riekele Construction to me for a quotation; whereafter I asked them to perform the construction. Mr van Tonder informed me that Riekele Construction did all the construction work for Bosasa, and after the wall was constructed they did not allow me to pay for it. They then paid the cost, being approximately R 100,000.00.

22

The above threats were made in order to get me to depose to the affidavit and in December 2017, I decided to meet with Mr Agrizzi and Mr van Tonder at a restaurant near Lanseria Airport. I met them in the morning before I flew down to my family in Mossel Bay. During this discussion:

- 22.1 Mr Agrizzi showed me a flowchart indicating his step by step action plan depicting how he will take over some of the contracts from Bosasa; or alternatively how he will sabotage Bosasa. I can't remember why, but Mr Agrizzi left the flow charts with me; copies of which are attached hereto per Annexure "PV 2(1)";
- 22.2 At the time I recalled having heard this explanation from Mr Agrizzi on a previous occasion. When I searched my photographs I came across a photograph which I took on 10 November 2017, when Messrs. Agrizzi and van Tonder came to see me at my offices. Mr Agrizzi drew part of his plan on the white board and I took some photographs of the drawing which is in his hand writing. A copy of the photographs are attached hereto per Annexure "PV 2(2)";

 10

**AFFIDAVIT PETRUS STEPHANUS VENTER**

- 22.3 Mr Agrizzi explained to me that I had to sign the statement as this was a crucial part of his plan as indicated on the flow charts. Mr Agrizzi asked if I was going to sign the statement and told me that I would go down with Mr Watson if I did not sign the affidavit;
- 22.4 Because I was scared of Mr Agrizzi and the threats that he had made, I told him that I would sign the statement.

23

I then left to go on holiday with my family in Mossel Bay and Mr Agrizzi emailed me the final version of my affidavit. I cannot recall the exact date when the document was emailed to me as I cannot locate the email; however, I recall that the "file properties" of the document reflected that Mr Agrizzi had 'modified' the document. As detailed in this affidavit, Mr Agrizzi made various changes to the first affidavit that I had initially prepared.

24

Mr Agrizzi also called me (all these calls were made via "Telegram") several times whilst I was on holiday with my family and told me that I should print the statement, take it to the Police Station, sign it there and then scan and mail it back to him. Due to the fact that I was on holiday with my family and I did not want Mr Agrizzi to ruin my time with my family; consequently, I signed the affidavit and sent it back to him. I never gave the original signed affidavit to Mr Agrizzi, as I thought that it would be my proof one day to show that I only sent him the signed copy, to get him off my back.

25

Although the first affidavit makes mention that I signed the affidavit out of my own free will, I reiterate that this was not the case. I signed the affidavit under duress due to the constant harassment from Mr Agrizzi. After I sent a copy of the affidavit to Mr Agrizzi, he backed off and all intimidation stopped.

 11

**AFFIDAVIT PETRUS STEPHANUS VENTER**

meeting Mr Leshabane and Mr Gumede asked me to do an interview with Carte Blanche in order to discredit Mr Agrizzi. As a result of the meeting, I was influenced to have an interview with Carte Blanche in order to discredit Mr Agrizzi and to elaborate on National Television how he blackmailed me.

53

On 28 January 2019, I was interviewed on Carte Blanche and stated that I was intimidated and blackmailed by Mr Agrizzi to sign the first affidavit. I also elaborated:

- 53.1 On how Mr Agrizzi planned to take Bosasa / African Global and Mr Watson down if they did not surrender some of the contracts to his grouping; namely Messrs Agrizzi, Andries van Tonder, Leon van Tonder and Frans Vorster;
- 53.2 That Mr Agrizzi had sent me the final version of my affidavit to sign and the errors he made with the date and place where the affidavit was signed; namely where Mr Agrizzi stated that my first affidavit had been signed at George on 19 December 2017;
- 53.3 Pointing out where the content in my statement corresponds with the content in Mr van Tonder's statement, as proof that Mr Agrizzi and or Mr van Tonder had a hand in finalising my statement.

54

I know and understand the contents of this statement.

I have no objection to taking the prescribed Oath.

I consider the prescribed Oath to be binding on my conscience.

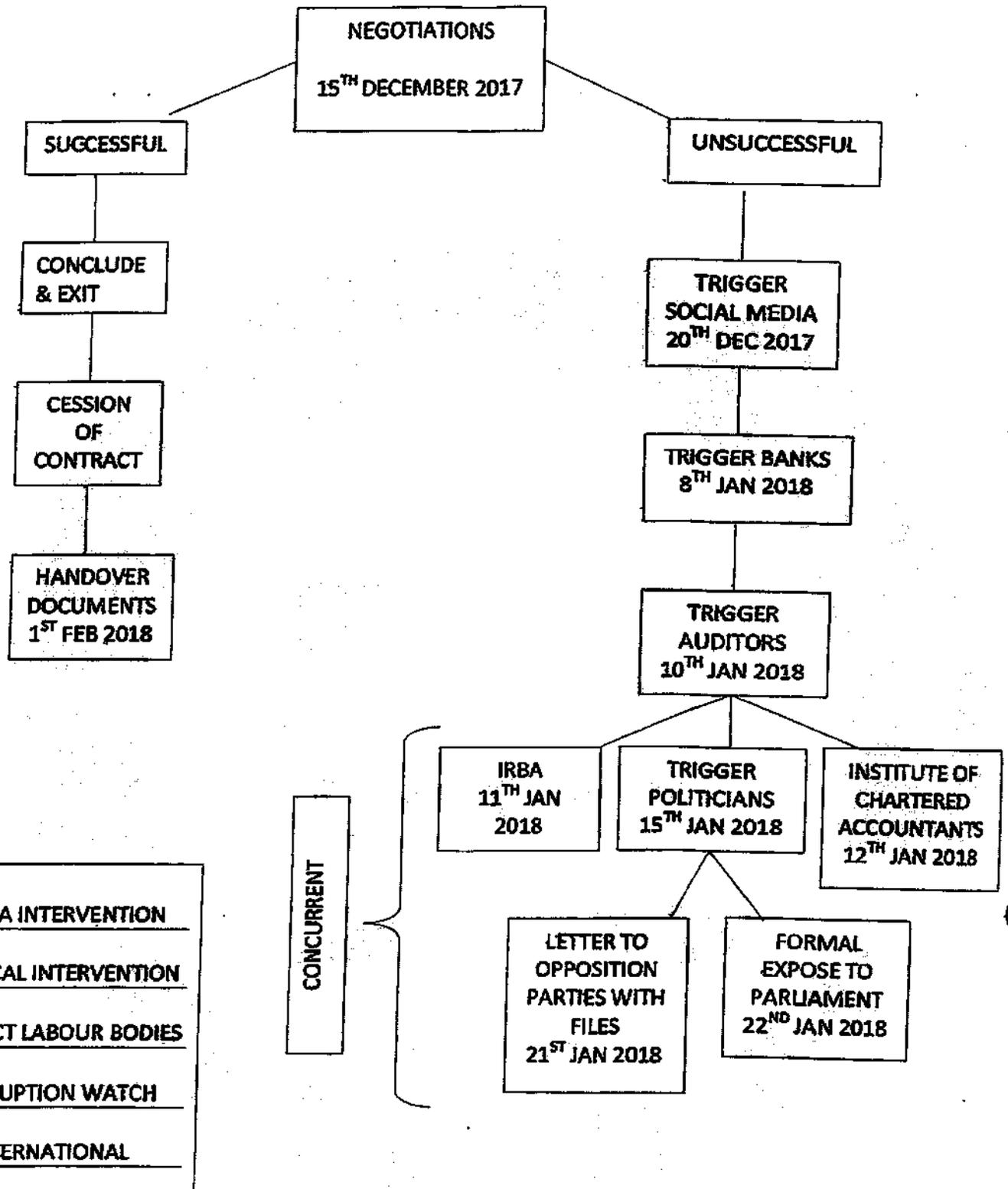
SIGNED AT PARKVIEW ON THIS 19 DAY OF March 2019.

  
\_\_\_\_\_

PETRUS STEPHANUS VENTER

 23

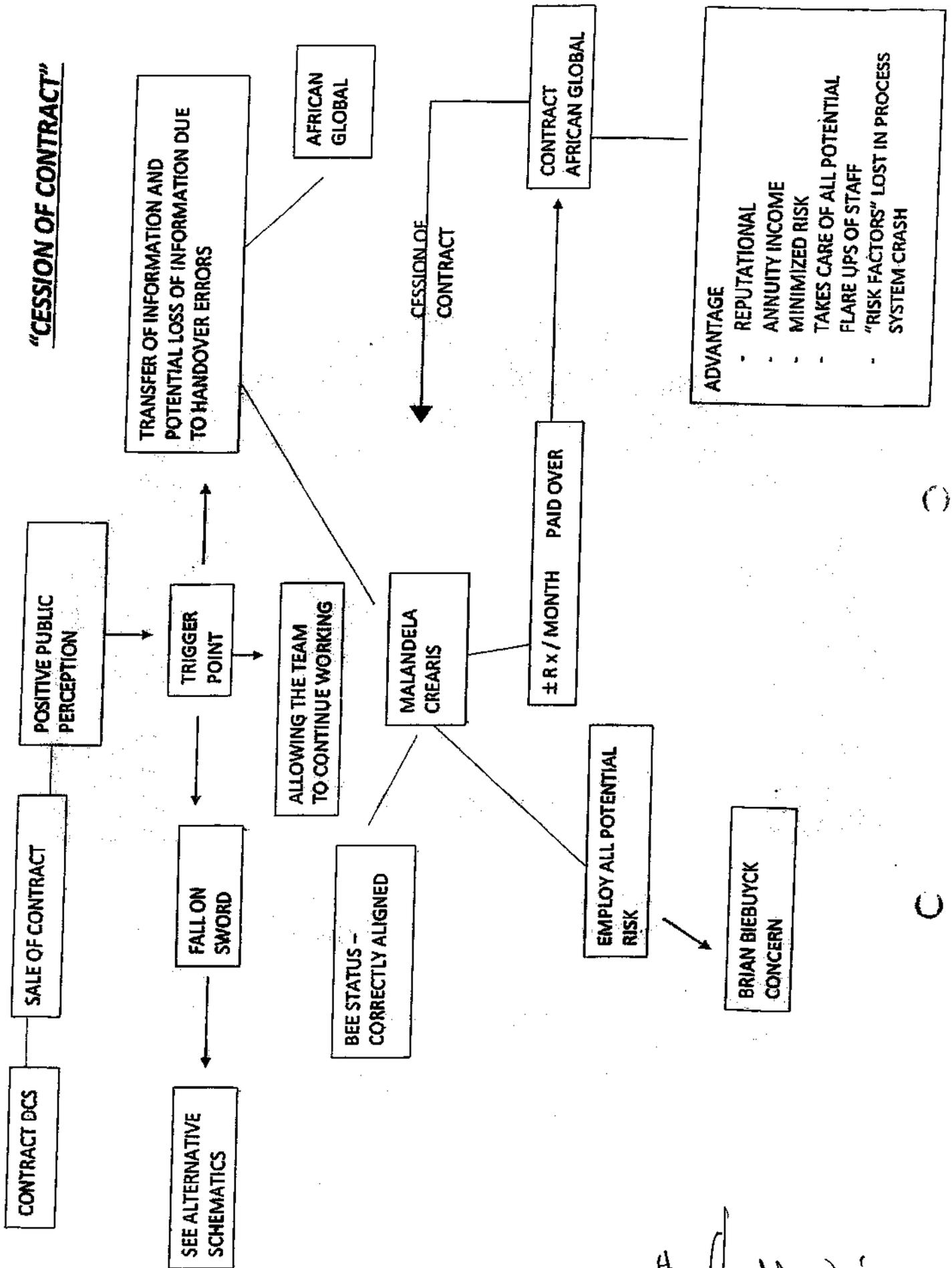
MASTERPLAN DRAFTED BY AGRIZZI AND PROVIDED BY VENTER TO THE COMMISSION



*K.W.*

*5*

*TH*



*[Handwritten signature]*  
 # 5

EXTRACT FROM VENTER AFFIDAVIT HE PURPORTS WAS PREPARED EA124  
BY AGRIZZI CONFIRMING DATE OF MEETING

Final Petrus Stephanus Venter

HIGHLY CONFIDENTIAL

G Watson Tax Fraud

Affidavit of Petrus Stephanus Venter  
Identity Number 7101245040083  
Of Noordheuwel Krugersdorp  
Gauteng

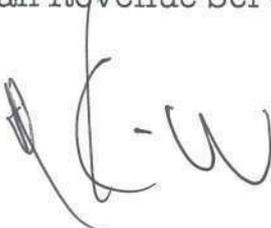
Context of TAX Fraud and Racketeering by Gavin Watson

My full names are Petrus Stephanus Venter, a white male aged 46, resident at Noordheuwel Krugersdorp hereby declare that the attached affidavit and the Annexures labeled Files 1 to 2 are a true reflection of the occurrences at Bosasa Group of Companies / African Global Operations and the dealings of Mr. Gavin Joseph Watson

The statements made are in my opinion factual, substantiated by records and copies of invoices and receipts, the intention hereof is not to seek monetary gain, but to clear mine and related parties' names, after being coerced and forced to conduct what we realize what instructions from Gavin Joseph Watson. This matter has affected my health and relationships.

This affidavit is done without any duress or pressure and is done subsequent to the meetings held with Gavin Watson as detailed.

Corrupt dealings involving the South African Revenue Services  
and other matters

 INITIAL 

EA125

Final Petrus Stephanus Venter

HIGHLY CONFIDENTIAL

G Watson Tax Fraud

*proved. Mela and/or Nzunzo shall be obliged to utilise the proceeds from the sale of their Equity Interest to Mpako to settle such debts.*

32

It is important to me to reveal the truth and allow a new start, as I have not unduly benefitted from the corruption and dishonesty created by Gavin Watson.

33

An important note is that on a previous occasion the servers at Bosasa "crashed" resulting in a massive data loss, pursuant to years dealing with Mr. Gavin Watson I learnt that he had arranged that they previously ensured the "crash" so that the SIU could not gather information, Mr. Andries Van Tonder and Mr. Angelo Agrizzi were aware of this. Concerning is during October I had a meeting with Mr. Gavin Watson in the office adjoining Mr. Andries Van Tonder's Mr. Watson then called Ms. Elise Eland to schedule another computer crash, this was discussed in my presence, that he then mentioned that a further circular had to go out notifying the employees that they were supposedly experiencing server issues, so that they would be aware there was "issues" this would ensure that the staff would be under the impression that the failure or crash could not be avoided, that way no one would be suspicious and they could get rid of potentially hazardous data files that could incriminate the Company and its Directors.

34

On the 13<sup>th</sup> of November 2017, after Carlos Bonifacio had been confronted by Gavin Watson. Gavin Watson contacted me and insisted to see me. I agreed to this and he came to see me at my office on this Friday afternoon (he wanted to meet at his office, but I said no). Carlos told Gavin Watson about my affidavit as well as the affidavits of Andries van Tonder, Frans Vorster and Leon van Tonder. Carlos also informed Gavin about the meeting we had at Angelo Agrizzi's home, the previous evening.

Gavin wanted to know whether I have signed my affidavit. He was very relieved when I told him that I haven't signed the document.

 INITIAL  
AW 

EA126

Final Petrus Stephanus Venter

HIGHLY CONFIDENTIAL

G Watson Tax Fraud

These are as follows;

Carlos Bonifacio	Carlen Daubert	Hennie & Christo Viljoen
Christina Herbst	Rika Humdermark	Natasha Olivier
Jacques Van Zyl	Colleen Passano	Muniriah Oliveria
Tony Perry	Louis Passano	Andries van Tonder
Lindie Gouws	Magda Van Rensburg	Elise Eland
Andries Erasmus	Richmond Mti	Patrick Gillingham
Frans Vorster	Gavin Watson	Linda Mti
Angelo Agrizzi	Joe Gumede	Patrick Gillingham

Signed by Petrus Stephanus Venter

19<sup>th</sup> Day of December 2017 at George, Western Cape, South Africa

- SIGNED and SWORN/AFFIRMED to before me at RCOP day 18 of December 2017, the Deponent having acknowledged that she knows and understands the contents of this Affidavit, which is deposed to in accordance with the regulations governing the administration of an oath as more fully set out in Government Notice R 1258 of the 21st July 1972, as amended by Government Notice 1648 dated the 19th of August 1977 and Government Notice 903 dated the 10th July 1998.

04555725  
 COMMISSIONER OF OATHS  
 2017-12-18  
 SOUTH AFRICAN POLICE SERVICE

**FULL NAMES:** Andrew Maw  
**STATUS:** W/O  
**STREET ADDRESS:** Mosselsteep, Mossel Bay

INITIAL KW AM

EA127

VORSTER'S AFFIDAVIT OF 13 NOVEMBER 2017 CONTAINING MUCH OF THE  
SAME CONTENT AS HIS AFFIDAVIT TO THE COMMISSION 14 MONTHS LATER

## AFFIDAVIT

I the undersigned,

Frans Hendrik Steyn Vorster

Identity Number 6811165154083

1

hereby declare under oath that I am a male, 48 years old and residing at 48 Leeu Street Rant en Dal, Krugersdorp. I am permanently employed at African Global Operations, Global Campus, Windsor Road, Luipaardsvlei, Krugersdorp.

2

The company has had a few name changes during the past few years.

Meritum, sold to Dyambu Operations.

Dyambu Operations became Bosasa Operations, that changed to African Global Operations on 1 September 2017.

3

I started working for the company on 1 October 1996 as the head of Security. Then, was transferred to Operational side where I was the regional head of the Central Division that included a few Mine Hostels (where we did full facilities management), the Lindela Facility and the Youth Centre.

4

My father, Paulus Vorster was also working for the company and he headed Procurement, Vehicles and was also associated with marketing. My father had a long relationship with Patrick Gillingham that worked for the Department of Correctional Services. My father passed away suddenly in 2001.

5

From 2001 Lindela got so big that I had to spend most of my time running the facility. In 2003 Gavin Watson came to my office at Lindela and asked to speak to me alone. He then asked me to strengthen the relationship with Patrick Gillingham he wanted catering contracts of Corrections as he was tired of the mining contracts.

EA128

7

I approached Patrick Gillingham and picked up the ties that he had with my father. I wined and dined Patrick and won his favour. I explained to him what we wanted to achieve and he started working with me. I met with him often and took substantial cash with, which I used to put in an A4 envelope that I got from Gavin Watson. In return Patrick gave me all the specifications and process flows of the Department of Correctional Services.  
I was uncomfortable but Gavin said it was to be done.

8

I then gave forwarded all the information to Danny Mansell that worked on a presentation and a strategy to obtain the contract. A team from Bosasa accompanied Patrick Gillingham on a round trip around the country to evaluate the various sites. At the end of 2003 the team met with DCS' top management and made a presentation to the attending DCS officials before it was made known that DCS would be outsourcing the catering services. Early in 2004 Patrick Gillingham did a presentation regarding the outsourcing of the catering services that was prepared for him by the Bosasa team, at Centurion Sports Club.

9

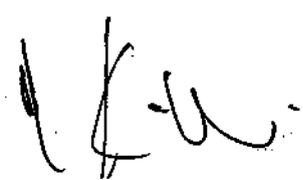
Shortly after Gillingham's presentation the CFO for DCS Mr Tshivhase announced that DCS would be outsourcing the catering services. Patrick Gillingham was appointed the project leader for this tender.

10

Gavin Watson had a good relationship with Linda Miti, the Commissioner of DCS, but needed somebody to drive the processes as he couldn't do it as the Commissioner. Patrick Gillingham was appointed as the driver of the process, so that Linda Miti could approve it.

11

The catering tender was awarded to Bosasa Operations on July 20, 2004. I was instructed by Gavin Watson to procure a vehicle for Patrick Gillingham. When it came to vehicles, Patrick only dealt with me. He had a Mercedes E240 that Bosasa bought from him, we paid for more than book value for the vehicle. I



EA129

12

In 2005 Gavin instructed me to assist Patrick again to purchase a vehicle for his wife. I went to VW the Glen, and gave them a Bosasa order, to order the vehicle and for the extra's on the vehicle, the invoice was made out to Bosasa Operations. Dr J Smith then deposited money into Patrick's account where after Patrick settled the vehicle.

13

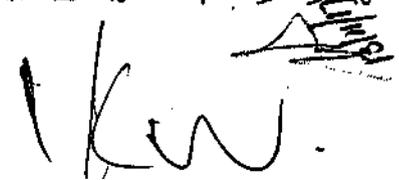
During April 2006 Gavin Watson instructed me again to assist Patrick Gillingham to buy a VW Polo for his son. I assisted and bought the vehicle from Lindsay Saker, Krugersdorp. Danny Mansell paid for this vehicle, and it was registered in the son's name. I took delivery and delivered it to him in Pretoria.

14

In February 2007 Gavin Watson again asked me to assist Patrick to procure a new Mercedes E320. I placed the order on my name as I didn't have the new address where Patrick stayed as he moved from Centurion to Midstream. When the vehicle arrived I told the sales person that Patrick would buy the vehicle. He said to me that it can't happen like that as Mercedes SA changed the policy after the Tony Yengeni case. I could only transfer the sale to a partner in business. We waited a long time for the car and couldn't lose it. We then bought a shelf cc named Oak Ridge Trading 114 CC. This was used as the tool for Patrick to buy the vehicle, instead of myself. Patrick needed money for this car and it went through a few bank accounts before it was paid to me as a bonus and then I gave it to Patrick as a loan. The loan agreement was done by Christo Van Wyk, an attorney, between Patrick and myself.

15

The company even did a disciplinary hearing on me and gave me a final written warning for having this relationship with Patrick Gillingham and assisting him with a loan of R150 000.00. This was because Gavin Watson wanted to appear as being innocent, you will note there is no record of minutes of the Disciplinary enquiry as it was all just a smokescreen.



16

The house at Midstream was built by Riaan Hoeksma. Riekele Construction did a lot of work for Bosasa Operations. They have built massive walls around Main Hostel, 2 North Hotel and Luipardsvlei Hostel and this is where all the costing was hidden for the house at Midstream, the house of Patrick Gillingham.

17

Linda Mti was the Commissioner of Correctional Services. His house at Savannah Hills was also built by Riaan Hoeksma and the cost was included in the massive 4-meter-High walls that was built around the three hostels.

18

I also had to buy him a VW Toureq V8 petrol which was purchased in September 2005 from VW Lindsay Saker, Krugersdorp. This was done on instruction from Gavin Watson, when we found out about the investigation I "arranged" for the vehicle file to be stolen from Lindsay Saker and destroyed it again, on Gavin Watson's instruction. I regularly had to go and fetch the vehicle from Linda Mti's house at Savannah Hills to be serviced at Lindsay Saker and arranged loan cars for him to be used when his vehicle was in for a service.

19

Lindela Repatriation Facility was also my responsibility. During the beginning of 2004 Gavin came to me and said that I must make sure that I got the numbers up as he needs money to pay Riekele Construction for all the work. Again I was told that I must remember I am a white Afrikaans speaking male and that I will get no other job, so I must make sure that I deliver.

20

At this stage I already had busses and trucks picking up illegal immigrants from the various police stations, but this was not enough for him, he wanted the facility full, as we got paid by head, per day. As I was a station commander in the South African Police Service I started speaking to all my old colleagues to start working with them.

21

I had two squads working daily with the SAPS, one in the West Rand and

EA131

22

Unfortunately, the Home Affairs Officials were corrupt and took a lot of bribes and released a lot of people. This kept me very busy as I had to manage the centre, the marketing with the SAPS and had to control the Home Affairs Officials. This meant myself and my managers were working nearly 20 hours a day. We didn't complete time sheets as they were scared that the Department of Labour would investigate the company and find out the hours that we were working.

23

We were making good money out of Home Affairs as I had managed the finances as well as the bill that I had to hand deliver to Home Affairs. Then I had to make sure that I got the cheque as that was the preferred method of payment in those days.

24

During June 2005 Gavin Watson came to me and said that he needs more money and that I must try and keep the illegals longer in the centre. Those days Home Affairs deported Mozambicans every Wednesday and Zimbabweans every Thursday by train. He instructed me to find out who contacts these trains and to bribe them to be able to control the numbers that Home Affairs had to deport.

25

I found out that Hennie Meyer from Spoonet planned and controlled the trips of these trains. I then set up a lunch appointment with Hennie who was staying in Witpoortjie close to the facility. I then made an arrangement with Hennie that I would pay him R8000.00 per month cash, to then enable me to control the outflow of the people. This was very easy as Hennie's pay that he took home was just over R8000.00 per month. Now we controlled the people coming in and the duration of the staying over in the facility. Now we were making money like you can't believe. This was done specifically on Gavin Watsons instruction and can be witnessed by Andre Brandt, Danny Mansell and Thabo Ungerer.

26

In 2006 we finished Home Affairs yearly budget for Lindela in 6 Months. Trevor

In 2006 Arthur Fraser became the Director General for Home Affairs and he made life difficult for us. He stopped us to bring in people and to work with the SAPS. I then used reservists from the SAPS to drive our trucks and busses to bring people in. The SAPS then started with less special operations and catching of illegal immigrants in 2007. Our numbers dropped drastically, and Gavin Watson decided to stop the money that I was paying to Hennie Meyer from Spoornet. Three months later, Hennie committed suicide he couldn't live without the extra income.

I was then transferred to Technical Division as he had no use for me anymore. I stayed there for a year and then again, I was transferred to Procurement as the Head of Procurement, Logistics and Vehicles in July 2008. It always Gavin Watsons Modus Operandi, that if you don't obey a request or instruction albeit illegal he will ensure that you are dismissed.

During 2008 I was introduced to Kevin Wakeford. He was always visiting Gavin Watson and he visited Head office often. During late 2009 Gavin Watson called me in and said that Kevin will speak to me and that I must assist him with the buying and delivering of wet and dry cement. This was an instruction and the costs were to be allocated to Head Office costs as the company would pay these

costs. Kevin Wakeford came to visit me in my office at procurement. He provided me with an address for delivery, at the Meyer Park Eco Estate in Meyerton. Kevin would always phone me with the amounts of cement that he would need. During the year we ordered about 430 cubic metres of wet cement from WG Wearne in Randfontein. This was to be paid before delivery took place. The dry cement was ordered from Randfontein Trading Centre where we had an account. I ordered truck loads full of cement that was delivered to Meyer Park Eco Estate. This was for George Papadakis a consultant to SARS that

31

In July 2011 I was transferred to Kgwerano Financial Services as the subsidiary company was struggling. I was still responsible for the Bosasa Fleet and Logistics. I became the H.O.D of Kgwerano in October 2014. Our Senior Accountant Coleen Jansen Van Ransburg came to me and asked for a statement regarding a SARS query dated 9 October 2013. I was asked, instructed to make false entries into three trucks logbooks, that would go with my statement to SARS to prove that we have moved equipment from Sea Ark in Port Elizabeth to Krugersdorp. This was done against my will but again I was threatened. In March 2014, I had to submit another affidavit to SARS. This was to assist them so that they didn't have to pay SARS 44 Million Rand.

32

Mid November 2015 I was instructed by Gavin Watson to rent a car for Minister Nomvula Makonyana's daughter. She wanted a cabriolet for the festive season and that I had to deliver it to the minister's house in Noordheuwel. I couldn't find a cabriolet to be rented at that time in South Africa as they were all out. I informed him and his instruction was to get her a small luxury car. I used Blakes travel to book a car for her from end November 2015 until end December 2015. This was again extended until mid-January 2016 and then again until end January 2016. This car was rented in my name. End of January I had to collect the car from the Minister's house in Noordheuwel, and saw that the car was bumped. I had to complete all the accident forms and fabricate a story. I was called by Angelo Agrizzi to explain the rental as it was nearly R75 000.00. Angelo Agrizzi confronted Gavin where after Gavin phoned me, shouting at me and claiming that I am trying to get him into trouble, because Angelo Agrizzi wanted to put an end to the corrupt dealings. The reason I did it was because Gavin Watson had warned me that there were no jobs for fat useless whites like me, if I didn't do it I would risk unemployment.

33

In May 2016 I was approached by Johannes Gumede with the instruction to fix a client Mr MS Netshishivhe's Isuzu bakkie that was at Westvaal, Nelspruit, as per Gavin Watson. The final quote came to R29 239.79 and I had to book the cost against one of the Bosasa vehicles.

34

I was always threatened if I didn't want to assist him in his ways. I have a lot more that I can add, but this is what I decided to declare at this point.

35

I must make mention of the fact that this statement is not exhaustive, and it would be opportune to add to it more occurrences that depict how Mr Gavin Watson has on numerous occasions threatened to dispose of me should I not have conformed to his demands. Furthermore we have always been led to believe that Gavin Watson had corrupt relations with senior politicians, as well as a shady past in attending to problems in various ways.

36

My intention is simply via this affidavit to seek to clear my name, and not for financial gain of any sorts.



I ATTACHED THE FOLLOWING DOCUMENTS;

- The original SIU Report
- Credit agreement Patrick Gillingham
- Mercedes E320 Quotation Westvaal Nelspruit – Signed by Gavin Watson
- Schedule of Cement Purchases as instructed by Gavin Watson and Kevin Wakeford
- Voice recordings of Gavin Watsons instructions to Frans Vorster

EA135

SIGNED and SWORN/AFFIRMED to before me [Signature]  
 at Weymouth day 14 month March 2017, the  
 Deponent having acknowledged that she knows and understands the  
 contents of this Affidavit, which is deposited to in accordance with the  
 regulations governing the administration of an oath as more fully set out  
 in Government Notice R 1258 of the 21st July 1972, as amended by  
 Government Notice 1648 dated the 19th of August 1977 and  
 Government Notice 903 dated the 10th July 1998.

[Signature]  
 COMMISSIONER OF OATHS

FULL NAMES: Pauline M. Webster  
 STATUS: Wife  
 STREET ADDRESS: 518 Commissioner Street

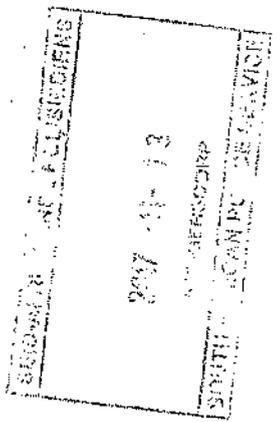
[Signature]  
 COMMISSIONER OF

OATHS 2017/17413

FULL NAMES: Pauline M. Webster  
 STATUS: Wife

STREET ADDRESS: 518 Commissioner Street  
Weymouth  
1735.

[Signature]



**LETTER FROM ATTORNEYS OF AGRIZZI AND VAN TONDER SHOWING  
THEIR DESIRE TO OPERATE THE DCS CONTRACT**

EA136

Marlborough Gate, Hyde Park Lane Office Park, Hyde Lane,  
Hyde Park, Sandton

P O Box 412104, Craighall, 2024

Tel: +27 (11) 010 0400  
Fax: 086 647 7468



ATTORNEYS

[REDACTED]

Our Ref: D.Witz/db/A328  
Your Ref:

[REDACTED]

daniel@wcisattorneys.com

15 December 2017

**CONFIDENTIALITY NOTICE:** This document and any attachments hereto are intended only for the addressee and contains information that is subject to legal privilege and confidential or otherwise protected from disclosure. If you are not the named addressee(s) please notify the sender immediately and destroy this transmission. In this case, you should not copy or distribute this message or its attachments, use it for any purpose or disclose its contents to any other person.

[REDACTED]

**RE: AFRICAN GLOBAL (PROPRIETARY) LIMITED – BOSASA GROUP**

1. We refer to the meeting held on Monday the 27<sup>th</sup> of November 2017 together with yourself, Advocate Witz, Ms. D Berman, Mr. L van Tonder, Mr. A van Tonder, Mr. F Vorster and Mr. A Agrizzi.
2. The parties agreed that a proposal would be submitted to you for your client's consideration. A proposal was made at the meeting, to which you responded via email. We further place on record that no proposal has been forthcoming from your client.
3. Despite your email response, our clients confirm that they have taken up the aspects of BEE and other factors raised as concerns at the meeting and in your email and they are now in a better position to deal with a detailed commercial proposal as discussed at the meeting to ensure that they are in a position to take over the relevant contracts.
4. We have been instructed as follows in regard the background provided to us by our clients:
  - 4.1 Government is specifically moving away from politically motivated contracts and is focusing on service delivery and fair pricing structures, which our clients are in a position to offer.

Witz, Calicchio, Isakow & Shapiro Attorneys Incorporated  
Attorneys, Notaries, Conveyancers and IP Specialists  
Registration number 2012/029713/21.

Directors: D. Witz, P. Calicchio, C. Shapiro, C. Thomson, C. Datnow, G Brand, M. Gerber

*[Handwritten signature]*

EA137

2

- 4.2 The current contract is not profitable under the management of the current operator, evidenced by a recent rejected price review.
- 4.3 The volatility of employees may compromise the Department of Correctional Services and African Global (Proprietary) Limited ("African Global") and a strike may occur at Westville, which could spread to all current operations.
- 4.4 Government's objective is to create new entries to the market and to further develop emerging BEE Companies and SMMEs.
5. Should the proposal discussed at the meeting be accepted by your client, our client has instructed us that:
- 5.1 They will have full *bona fide* level 1 compliance.
- 5.2 Bosasa, African Global and the Department of Correctional Services will be perceived as sharing in the development of BEE Companies and SMMEs.
- 5.3 It will create a risk aversion to instances that may lead to strikes.
- 5.4 The contingent liabilities such as those owing to the South African Revenue Services is minimized.
- 5.5 There will be a team of highly skilled and trained operation staff, management and leadership backing the project.
- 5.6 There will be financial stability and annuity income for Bosasa and African Global through continued service delivery and improved benchmarking.
- 5.7 An employee share incentive participation scheme will be established.
- 5.8 Established BEE partners have agreed to their involvement in the project.
6. The proposed venture partners who will support the project are:
- 6.1 Mandela Group;
- 6.2 Crearis Inc Group;

A handwritten signature in black ink, appearing to be 'A. W.', located at the bottom right of the page.

EA138

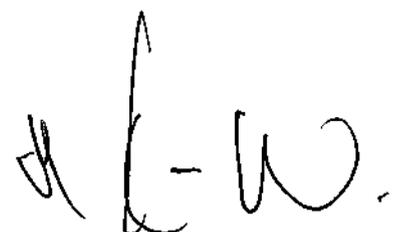
3

- 6.3 Hospitality Training Authority;
  - 6.4 MK Veterans; and
  - 6.5 South African Chefs Association.
7. In terms of the synopsis alignment of the companies, we have been instructed as follows:
- 7.1 A working understanding will be established and an engagement letter will be negotiated and signed, which will outline the parameters regarding the discussion to be held with the Department of Correctional Services.
  - 7.2 Mutual meetings will be conducted with the Department of Correctional Services, African Global and Mandela Group.
  - 7.3 Facilitators with National Treasury will be engaged.
  - 7.4 The parties will jointly present the benefits of the relationship, the BEE compliance as well as negotiating and entering into formal agreements and agreeing to the administrative logistics.
  - 7.5 The parties will jointly ensure that a seamless transition takes place in that no jobs will be lost during the takeover and full compliance will occur with the relevant employee representative bodies.
8. If regard is had to the commercial interests of the respective parties involved, our client believes that the above is a fair commercial resolution to the present situation. It will be in best interests of all parties to reach an amicable and practical resolution of the issues.
9. We await to hear from you in this regard.

Yours faithfully

**WITZ, CALICCHIO, ISAKOW & SHAPIRO ATTORNEYS INC.**

*This letter has been sent electronically  
and is not signed by the writer*



**AGRIZZI SENDS DISPARAGING EMAIL TO MEMBERS OF THE PRESS** EA139

**Subject:** Whistleblowing - Disclosures on Activities - AGO Bosasa Operations Pty Ltd Public Announcement

**Date:** Tuesday 21 August 2018 at 6:30:57 PM South Africa Standard Time

**From:** Angelo Agrizzi

**To:** Nellis Wolmarans C.A.(S.A.), Adriaan Basson, nicky@carteblanche.co.za, news@huffpostsa.com, Claudio Agrizzi, Daily Maverick, Denise, Debbie Agrizzi, Brian Biebuyck, Gerhard Wagenaar, derek@carteblanche.co.za

**CC:** Mannie Witz, Daniel Witz, Anandh, Deon, Brian Biebuyck, Gavin Watson, Kyle Cowan, [REDACTED]

Dear all,

**PUBLIC ANNOUNCEMENT AND PRE- PRESS RELEASE NOTIFICATION ON AFRICAN GLOBAL OPERATIONS – GAVIN WATSON – BOSASA GROUP OF COMPANIES**

I have decided pursuant to great thought, prayer and consideration to provide comprehensive details on all the activities at the Bosasa Group of Companies and myself whilst I was employed there. I have tried to not report on the activities in an attempt to potentially save the jobs of the people concerned. It is however in my best interest to disclose the matters to all involved, and I think the most appropriate platform would be the Judiciary and the free press which I will be using.

I am also fully aware that I have been fully aware of all the wrong doings but will tender my full cooperation in resolving the matter, and bringing both clarity and truth to the matter regarding the racketeering, corruption and money laundering that I have been aware of over the last 18 years. The extent of the disclosures involve various high level people, government officials as well as public office bearers currently in government positions, parastatals and State Owned Enterprises. I will be requesting that you will allow me the patience whilst I process the various information and make same available to all, I will also liaise with the relevant stakeholders in due course as to a press conference and open forum discussion that will be hosted. You will understand that I have been the subject of numerous threats, and thus we have made the requisite arrangements with various other sources.

I understand that my decision impacts on numerous people, but in the interest of our nation, it's imperative to clarify the points, and make full disclosures.

I remain yours truthfully



**Angelo Agrizzi**

m: +27 (0) 64 687 2464  
a: HELDERFONTEIN OFFICE PARK  
Cnr William Nicol & Broadacres East  
No 97 | Helderfontein  
Fourways | South Africa  
w: [www.AngeloAgrizzi.com](http://www.AngeloAgrizzi.com)  
e: [Angelo@AngeloAgrizzi.com](mailto:Angelo@AngeloAgrizzi.com)  
s: Angelo.Agrizzi

**SOUTH AFRICA | ITALY | USA | UK | BOTSWANA | NAMIBIA**

Page 1 of 1

AUDITORS OF BOSASA CONFIRM UNSUPPORTED ACCUSATIONS BY VAN TONDER ON 22 DECEMBER 2017

## D'ARCY-HERRMAN & CO INC

### Limpopo

Tzane Park  
Cnr Loop Str & Skirving Str  
Tzaneen, 0850

77 Duiker Street  
Hoedspruit  
1380

### Gauteng

269 Voortrekker Road  
Monument  
Krugersdorp, 1740

PO Box 397, Tzaneen, 0850, South Africa  
Postnet Suite 188, Private Bag X3, Paardekraal,  
1752

email@dah.co.za

015 307-1161 / 011 954-5016

086 624-7002

www.dah.co.za



D'Arcy-Herrman & Co Inc  
Chartered Accountants



Our ref: 3634/2017

18 January 2018

The Directors

African Global Group of Companies

{sent by email to Mr. L Passano [louis.passano@africanglobal.world] and Mr. G Watson [gavin.watson@africanglobal.world] for distribution to the board of directors}

Dear Sirs

AFRICAN GLOBAL GROUP OF COMPANIES (formerly BOSASA group of companies)

### 2017 AUDIT:

We have substantially completed the audit work in respect of the 2017 financial year for African-Global Operations (Pty) Ltd and its subsidiary companies ("collectively referred to hereinafter as the "Group"). We had envisaged to complete the entire Group audit by the end of January 2018 and issue our audit reports on the financial statements of the relevant companies within the Group.

During December 2017 we received certain communications of a serious and concerning nature which we expand upon in detail below.

On the 22<sup>nd</sup> of December 2017 we received a written electronic communication (in the form of a "WhatsApp" message) from Mr. Andries Van Tonder. To the best of our knowledge Mr. Van Tonder was at the time of the message the designated CFO of the group and in the message sent to us on the 22<sup>nd</sup> of December 2017 he indicated that he sent this communication to us in his capacity as CFO of the Group. The contents of said communication can be broadly summarised as follows:

- 1) Mr. Van Tonder indicated that on legal advice obtained by him, in his capacity as CFO of the Group, he had a fiduciary responsibility to inform us certain irregularities that had occurred or were occurring within the Group.
- 2) Mr. Van Tonder indicated that the matters he intended to reveal to us would "undoubtedly affect us as the auditors of the Group".
- 3) The irregularities, according to the communication received, related to wide spread "corruption, money laundering and tax evasion" within the Group.

Directors - R C Moore B.Acc,CA(SA) - J L Ungerer B.Compt (Hons),CA(SA)  
C J A Wolmarans M Comm CA(SA) - A Vorster B.Compt (Hons),CA(SA)

Associates - (Professional Accountant (SA)) - P R du Toit B.Com (Hons) CTA -  
P S Venter H.Dip Tax CFP® - G R Viviers B.Com (Rek)  
Associate - (Chartered Accountant (CA(SA))) - Z V Nel B.Compt (Hons),CA(SA)

Reg No. 2009/001985/21

Registered Auditors - IRBA no. 915076 - SAICA no. 03148542 - FSB no.39243  
GMN International - An association of legally independent accounting firms



*[Handwritten signature]*

- 4) Mr. Van Tonder indicated that he would provide us with detailed explanations and relevant documents related to the irregularities mentioned above.
- 5) In the communication Mr. Van Tonder suggested that we meet with him on the 15<sup>th</sup> of January 2018 upon his return (we assume from vacation).

We responded (through a WhatsApp message reply) to Mr. Van Tonder's message and informed him that his message was a cause of concern to us and that we were eager to meet with him to discuss the message and its contents with him.

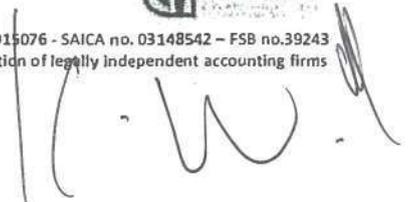
On Friday the 12<sup>th</sup> January 2018 we received another WhatsApp communication from Mr. Van Tonder the content of which can be summarised as follows:

- 1) According to Mr. Van Tonder he had been informed by Mr. Angelo Agrizzi (subsequent to meeting between Mr. Agrizzi and Mr. Brian Biebuyck) that he could not meet with us on the 15<sup>th</sup> of January 2018 as previously planned.
- 2) Mr. Van Tonder indicated in his message that he was requested to "not do anything" as an undertaking had been made to make a presentation to Mr. Gavin Watson's attorney.
- 3) According to Mr. Van Tonder it would be "pre-mature and unfair" to meet with us prior to the presentation to Mr. Watson's attorney.
- 4) Mr. Van Tonder suggested that we allow them (we are not sure who he was referring to in addition to himself) to do a presentation to Mr. Watson's attorney and that once a conclusion had been reached, full disclosure of all irregularities will be made to us "should it be required".
- 5) Mr. Van Tonder indicated that he had been informed, by Mr. Angelo Agrizzi, not to talk to us until such time as the "matter had been resolved".

Legislation, auditing standards and the IRBA code of professional conduct place a responsibility on auditors to consider the existence or occurrence of irregularities and instances of non-compliance with laws and regulations. The auditing standards further require auditors to consider all information that comes to the auditor's attention from any source when considering the existence or occurrence of irregularities. Auditors are legally obliged to consider and respond to any information that comes to the attention of the auditor.

In this particular case the information that has come to our attention through the communications received from Mr. Van Tonder necessitates us to respond to the information imparted to us. In responding to the information received we envisage, as a minimum, the following processes and actions:

- 1) Engagement and discussions with those charged with the governance of the Group as regards the information received,
- 2) Consideration of the reliability of the source and the veracity of the information that has come to our attention,
- 3) Additional procedures and inquiries in respect of possible irregularities, and
- 4) Other investigations that we may consider necessary and appropriate to respond to the information received.



We wish to point out that at this point in time we have not been furnished with any particular-factual information, documentation or details as regards the purported irregularities. The information regarding the purported irregularities are at this point not constituted by facts or evidence. The nature and level of detail of the information received to date is insufficient to cause us to have reason to believe that the purported irregularities did occur. This being said, we are however duty bound to respond to the information received and perform such actions as we deem necessary to ascertain whether or not any irregularities or instances of non-compliance with laws and regulations did occur. In responding to the information we will, independently and objectively consider all relevant circumstances, information, documentation and representations. To this end any pertinent information and responses that you are able to provide to us in connection to Mr. Van Tonder's communications to us (as described above) is welcomed and will be of assistance to us.

We trust that those charged with the governance of the Group, in light of all the circumstances described above, appreciate the additional requirements placed on us and the unavoidable delay caused thereby in the finalisation of the 2017 audit of the Group.

We will be engaging with management and the board of directors in the following days with regards to all of which is contained in this letter.

Yours faithfully



**D'Arcy-Herrmann & Co**  
Per: CJA Wolmarans

**EMAIL FROM AGRIZZI TO MARTIN NASSER - AGRIZZI EITHER WISHES TO TAKEOVER AGO WITH CREARIS TEAM OR SEE IT LIQUIDATE** EA143

**From:** Angelo Agrizzi <angelo@angeloagrizzi.com>  
**Date:** Thursday, 15 March 2018 at 20:07  
**To:** [REDACTED]  
**Subject:** FW: Discussions with Gavin Potential Management Take Over

[REDACTED]

Thanks for the interest and effort.

I'm glad to hear you had a good session with Gavin – he does need sound advice, and it's interesting to hear he admits he was given the wrong advice previously – a sad... sad state of affairs.

I have given the matter due consideration, and sentiment for the 3,000 families cannot overrule common sense and good business practice.

I understand Gavin's quandary and trying to deal with a defunct and volatile board, perhaps that is why we tried to make a suggestion we speak to the board individually in terms of the strategic plan, but having said that it seems the problem is somewhat larger, which then would make any potential offering stillborn, especially if the board doesn't want to adhere to their fiduciary duties when warned of an impending crisis.

Just to comment on the business opportunities in Swaziland and Zambia as well as Uganda and even other African States, quite simply I looked into it when I was approached by the same people, the UAE funding is so prescriptive it just isn't worth it, and I have experienced first-hand how the local intent is rather to get into ones pocket rather than actually develop the countries, so the little experience I have and the money I've spent has already taught me a valuable

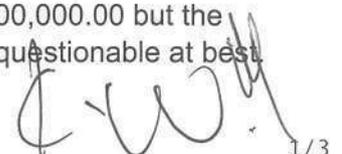
I understand that opportunities do exist outside the borders, but my intention was never to work together with Gavin or his board, it wouldn't serve any purpose, the intellectual base resides with the team at Crearis, Hamptons, Pixelwise and PropertyMatcher, My Virtual Business and Crowdsourcing.com. My intent was to potentially rescue the business and assist the families impacted.

I am sure that you've spoken to Julius about the developments now with PropertyMatcher being potentially bought out by Ooba / Mortgage SA are just astounding and will take a lot of our time, so I have no need for work to keep me occupied.

The initial idea was that we look at doing a comprehensive takeover of the business unit known as African Global, which will allow Gavin the freedom of not having to fund the cash flow and opex from the Ntsibinthle dividends that pay on a six month basis, and allow him to try something new.

You will note that the period trading till February 2017 (during my tenure) will reflect an adjust profit of R50,000,000 on the AFS, but if you look at the returns submitted for period ending Feb 2018, you will effectively have a trading loss of (R50,000,000.00), based on the flash forecast I've always kept up to date, as well as the overdraft in the bank, so the fact is it clearly shows that the business turned by an effective R100,000,000 into a loss situation, obviously still to incur further losses to end up at about (R90,000,000) by end Feb 2019, unless the strategy is drastically changed.

I've spoken to various banking and funding specialists, the suggestion is that it serves little purpose in debating with Gavin further to take over the business as this will merely serve to save him the embarrassment, and would in effect mean that we would have to take on a liability of at least R98,000,000.00 to R120,000,000.00 exposure to staff termination and retrenchment costs. With the actual discount nett asset value perhaps now standing at R 400,000,000.00 (Excluding Ntsibinthle)– at best we could unbundle the assets – most of them being property, Copper plant, goodwill and software which will never be used or sold, and recover maybe R120,000,000.00 but the fact remains that the viability of paying more that R100,000,000 for the business is questionable at best.



EA144

The fact remains the balance sheet is riding on all the previous year's good trading profits, the actual assets that are usable might be at best say R100,000,000 so in fact if you take the contingent liability for staff off it at an average R120,000,000 you left with an overdraft and seriously wanting – You cannot at this stage take Ntsibinthle into account, sure the asset is valued at an estimated R300,000,000 but at the end of the day that would be for Gavin to have anyway and would be unbundled. This coupled with a massive risk exposure of R300,000,000 in SARS penalties is a considerable risk.

I also doubt the banks are going to let African Global pass the liquidity tests, so from what I hear Gavin is doomed if he doesn't get in a rescue team such as us, more so than if he does, and chances upsetting the likes of Papa and Jackie, who won't have a job come August 2018 anyway.

So the answer is simply, as we were advised today, we wait till the business is liquidated and pick up the contracts by offering assistance during the process, that's if Gavin doesn't relinquish the business as this stage, that way I am also released from any restraint, something that has kept me from pursuing other ventures in Catering, one of the reasons I wanted to get involved. I still am of the opinion that if we do fix the contracts, with the correct branding etc. it will make for a viable saleable basket to Bidvest or Sodexo, and that is where we could make some money.

I am not adverse to meeting with him and yourself next week – I don't know if it would be worth it seeing he is set on the path of he has chosen, its interesting he is excluding the attorney in the process. I don't think he will change his mind on the matter seeing he is being held ransom as he insists by Papa and Jackie.

■, once more Grazie Mille – I really appreciate your advice, it gives me clarity and comfort knowing I still can call on the best brains in the world, supported by McMillan – what more could a good Catholic like me ask for.

Ciao and Buono Notte



#### Angelo Agrizzi

m: +27 (0) 64 687 2464  
 a: HELDERFONTEIN OFFICE PARK  
 Cnr William Nicol & Broadacres East  
 No 97 | Helderfontein  
 Fourways | South Africa  
 w: [www.AngeloAgrizzi.com](http://www.AngeloAgrizzi.com)  
 e: [Angelo@AngeloAgrizzi.com](mailto:Angelo@AngeloAgrizzi.com)  
 s: Angelo.Agrizzi

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3 attachments



image001.png  
15K

EMAIL WHERE AGRIZZI REQUESTS TO MANAGE AGO ON 10 MARCH 2018

EA145

From: Angelo Agrizzi <angelo@angeloagrizzi.com>  
 Sent: Saturday, 10 March 2018 12:19 PM  
 To: [REDACTED]  
 Subject: The way forward

PLEASE LOOK AT THE ATTACHED SYNOPSIS – STILL IN ITS DRAFT FORMAT, I'M RELUCTANT TO PROVIDE ANYTHING IN FULL AT THIS STAGE UNTIL WE HAVE CERTAINTY IN THE WAY FORWARD.

[REDACTED], all I ask of you is that you are frank and honest with me on the matter, I don't want to waste my time on the matter, if it's a game to play for time – I'm not interested, and seeing that we have always been honest with each other I would expect the same respect I offer you to be reciprocated. Yesterday Gavin seemed very positive and accepting on the matter, his words was how it was to be done needed to be crafted, hence a meeting on Monday with the board, and then one on one meetings with Andries Van Tonder and myself to enable them to understand our commitment and plan going forward. I must mention that the timing is critical, to ensure that the company remains past August 2018.

No doubt there has been a debate and caucusing this weekend, positions might well have changed and I'm not holding my breath at this stage, I am not sure if you noticed that Gavin was erratic, more than likely he is easily swayed by the family. I thought I'd attach the DRAFT analysis, but the fact is what will have to be done, is slowly, slowly we would have to move all the Directors, save for Thandi Makoko (Youth) Joe Gumede, Trevor Mathenjwa, Syvion Dhlamini and Ishmael Dikani who we can manage, so the sooner I can meet with them on a one on one the better, they will have no option but to take the opportunity to make this work.

Gavin's greatest concern is the Political fallout – between you and me, that's the nonsense that Sesinya and Papa have promulgated all along as a warning, the fact remains – no political assistance has ever been forthcoming, nor do any of the directors have any influence. I understand the game, and have played it for Gavin for 18 years, besides companies like Compass and Sodexho actually have a higher growth rate with no political influence. Gavin will recall I since October 2015 begged him to distance himself from the political realm and become A Political.

I would suggest we park Colleen and Louis Passano as well as Papa Leshabane at Roth's company Sunworx (which was subsidized by Gavin anyway), alternatively I will handle soft landing exits for them over a period of time.

Just to re-iterate the benefits in prep for your call and meeting;

- Gavin will be able to have money, and not have to worry about seeking funding to keep this walrus alive assured of dividends
- Gavin can use the opportunity to rid both himself and the company of all the leeches and attachments – to many to mention
- Gavin's "Exit" will alleviate the pressure and spotlight on the group, you can take up a position to watch over his interest.
- The legacy problems and sentimental causes will be eliminated – e.g. Watson Academy, Orange Farm, Kids and relatives
- Will alleviate the SARS historical issue, the focus will move naturally, we discussed this before All staff issues will be resolved
- K Wakeford and the likes similar to [REDACTED] have always ridden the company, yet they haven't delivered a single contract, just used the company – [REDACTED], [REDACTED] all have just been in it for handouts, so this alleviates all these issues.



EA146

the whole idea we have is to actually build the Company up with the competencies we know we have that is;

1. Full Facilities and Catering in High Density Operations
2. Catering on various Hospitals and Schools – (something Gavin didn't want to venture into)
3. Youth Detention facilities, coupled with offering to manage Government Owned Old Age Homes, where Government subsidizes them with R1,000,000 per month, to accommodate 60 people, and they cannot do it properly, the offering is no different from a youth centre, and our estimates are it would generate a nett profit of R300,000 per month – if you offer a service at R950,000 per month and you get 10 per province to start, you generating R3 Million profit per month in a sector that no one is contesting for or is interested.
4. Industrial Catering in large scale manufacturing where food provision has become important – SAMCOR, BMW, NISSAN ABI – SAB, ETC

Once we have built a solid entity, then we take it to a Bidvest and the likes and sell it or trade shares, originally I had a meeting with the Bidvest chaps, the only reason the deal didn't potentially go through was because of the Watson name, albeit they think it's a great business (2015) the guys I dealt with are still there and I'm sure they would be interested if they saw the envisaged change and re-focus.

I had a chat with the banks at lunch yesterday. I did not mention which company, the answer to me was that I could easily raise R120,000,000 as a working overdraft. I received a call from the relationship manager this morning who asked me if it was African Global and I responded I couldn't discuss the matter, his answer was quite simply that they know that if I'm involved they will have a restored confidence in the Group of Companies

Lastly, they will argue that they are getting increases on contracts, the maximum permissible is 85% of the price at the prevailing CPI, this calculates to about 5%, and equates to R2,25 Million maximum. It is possible they might also not get this increase from Sibanye and Department of Correctional Services based on their motivation and the actual reduction in prices of foodstuffs.

Enjoy and have a great weekend



### Angelo Agrizzi

m: +27 (0) 64 687 2464  
a: HELDERFONTEIN OFFICE PARK  
Cnr William Nicol & Broadacres East  
No 97 | Helderfontein  
Fourways | South Africa  
w: www.AngeloAgrizzi.com  
e: Angelo@AngeloAgrizzi.com  
s: Angelo.Agrizzi

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EA147

**EXTRACT OF TRANSCRIPTION OF RECORDING OF VAN TONDER  
CONFIRMING AGRIZZI'S DESIRE TO TAKEOVER BOSASA IN AUGUST 2018**

**TRANSCRIPTION OF RECORDING MADE AT THE RESIDENCE OF JARED  
WATSON IN MORNINGSID, JOHANNESBURG, ON 27 AUGUST 2018**

I, Jared Watson, do hereby certify that I was a participant in the recorded conversation, and that I personally made the audio recording.

Furthermore, I subsequently transcribed the recording, and do hereby certify that as far as it is audible, the below transcription is true and correct.

The transcription is a full and complete transcription of the entire original recording of the conversation.

The recorded conversation is composed to 2 separate recordings. Recording 1 started at 17:51:PM on 27 August 2018, continued for 25 minutes and 09 seconds, and stopped at 18:16:PM.

Recording 2 started at 18:19PM, 3 minutes after Recording 1, and continued for 44 minutes and 33 seconds, stopping at 19:03PM.

The reason for the break in the recordings, is that the recording was made on my phone, and Andries van Tonder used my phone in between the 2 recordings.

The original recording was not edited in any way.

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**PARTICIPANTS IN CONVERSATION:**

- 1. JARED WATSON (JW)**
  - 2. ANDRIES VAN TONDER (AVT)**
  - 3. ANGELO AGRIZZI (AA) - (THROUGH INTERIM PHONE CALLS WITH ANDIRES VAN TONDER)**
- 



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**JARED WATSON**



EA148

**TRANSCRIPTION OF RECORDING 1:***Recording starts at 17:51PM on 27 August 2018*

JW: We thought this was prepared by Angelo, for us to sign effectively. So we had no knowledge that that had upset him or anything like that. Um, so so...

AVT: The thing... I've, I actually made a copy of what Angelo wrote that night.

JW: Ja, what did he write there?

AVT: OK. He wrote...OK... Brian Buybuck and Angelo Agrizzi, and Angelo Agrizzi to agree on the replacement agreement.

JW: OK.

AVT: OK.

JW: But nothing had been prepared at that stage?

AVT: No. OK, alright. Um, AA to see and agree first.

JW: AA?

AVT: Angelo Agrizzi.

JW: Ja.

AVT: Then only Gavin Watson... uh... then only Gavin Watson must also agree, or something like that.

JW: OK.

Handwritten signature of Jared Watson, consisting of a stylized 'J' followed by 'W' and a period, with a small '2' written above the 'W'.

EA149

AVT: OK. So what he said...

JW: Oh OK that is what you were talking about.

AVT: Yes, yes, yes yes.

JW: It is not untidy but it is difficult to read hey.

AVT: Mm.

JW: Uh.

AVT: So basically what he says is, he...

JW: AA, this one here?

AVT: Mm...

JW: ... (inaudible)...

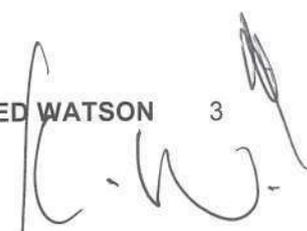
AVT: ... no, no, no... so um, ja, so sorry I was there still.

JW: Sorry I don't mean to interrupt you.

AVT: So what he says is, the agreement was that him and Brian Buybuck first agree and then they will take it to Gavin.

JW: Oh, OK. I was there hey and I never picked it up, hey. Honestly, I honestly didn't pick that up. Because remember he was writing it as Brian needed to rush to get home. He was writing the last points to himself. I, I never picked that up myself. I I can just say.

AVT: You were talking so much. (AVT laughs) Anyway, ...



EA150

JW: My apologies.

AVT: It's just tounge in the cheek.

JW: My apologies.

AVT: And then, OK, AA continue to speak with the media in terms with media release, OK to meet, to handle the media.

JW: To get the media to back-off or whatever?

AVT: Ja.

JW: OK.

AVT: And then AA, AA is Angelo Agrizzi, to go silent on Adriaan Basson, it looks like it AB and media, media something.

JW: Ja.

AVT: And Hawks to assist to close the case. Yes, that is it. To go silent and to help to close this (inaudible).

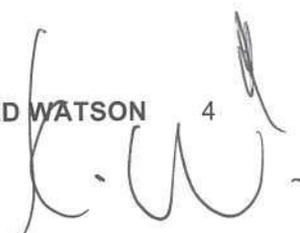
JW: So he's saying, so he is just saying, let's finalise the contract, I'll speak to the media, I'll get them to cool off, I'll get the Hawks to cool off

AVT: Ja, ja.

JW: OK, OK.

AVT: And then, there were those numbers that he had to research for (inaudible).

JW: Oh OK, I remember that.



EA151

AVT: So this is what he wrote down.

JW: Ja.

AVT: OK.

JW: Um, and then, then can we work through the contract quickly?

AVT: Hey?

JW: Can we work through this contract?

AVT: Ja, wait wait I'm not...

JW: Oh OK.

AVT: So then with great difficulty I said to Angelo let's just talk about that, this, because when you spoke to me in the car, etc. so I was, you know this things is going nowhere.

JW: Sure.

AVT: And um, so, I spoke and I asked him if I can't, if we can't just discuss a possible way forward.

JW: Ja, ja that sounds great.

AVT: And that's what we've done now the whole time now since then, alright.

JW: But that's why I said like.

AVT: So what Angelo says is, he says, whether you like it or not, the business as it is, with the management there, you know, including Gavin Watson.



EA152

JW: Take a couple of notes?

AVT: Ja.

JW: And your suggestions hey?

AVT: Ja, is basically what we proposed the other night, why doesn't, why is Gavin not prepared to sell it?

JW: Sell the business?

AVT: And then, because then at least you can go to the market and say look, it's under new management type of thing.

JW: But I mean, wouldn't Angelo be worried that if he you're buying a business that that that he's released this media statement about, do you know what I mean? So.

AVT: Ja look I mean, that is, that is an option, he is quite willing to talk in that direction, and that night he actually brought it up with um Ronnie and your dad as well and they were not too happy about that proposal, so, assume that's off the table, alright?

JW: OK.

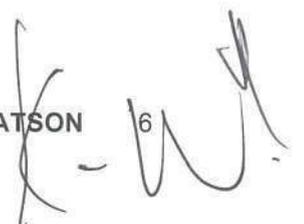
AVT: The second, um, that would be a good option.

JW: OK. But wouldn't, I mean. I was just thinking.

AVT: The second option would be..

JW: Ja.

AVT: Gavin must go to PE..



EA153

JW: Ja.

AVT: Let Angelo run it together with you, you know, with, with, with you guys, and the people he wants to do it with.

JW: Ja. He will be happy with that?

AVT: Ja. Let him run it.

JW: OK.

AVT: Let him run it. But he must be, like, he needs to be the CEO.

JW: Ja.

AVT: Gavin must go to Port Elizabeth... Gavin will... We've we've have done an extensive proposal to Gavin in the past, where we guaranteed him, I think it's like R10,000,000.00 a month...

JW: OK.

AVT: For doing nothing, sitting...

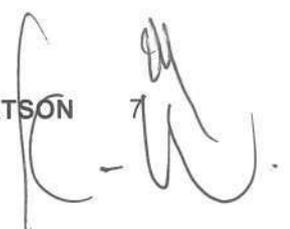
JW: Sitting back and relax?

AVT: Ja.

JW: Enjoy your retirement?

AVT: Ja.

JW: OK.



EA154

AVT: Ja.Ja. Um we did a proposal in the past...

JW: OK.

AVT: Alright, which was shot down. And I know, he's got a problem with the directors...an issue with the directors, so he will have to...

JW: What would Angelo do with the black directors? Would he want to keep it a BEE company?

AVT: I don't know, ja, you'll have to, to a certain extent, I guess, you have to but, I don't know, you'll have to manage it somehow but...

JW: Because, I mean what he was saying to me the other day was that he thinks many of them can go.

AVT: Ja.

JW: You know...so who needs to stay, who needs to go?

AVT: Or redeploy, or redeplo them, somewhere where they can actually add value, whatever, I don't

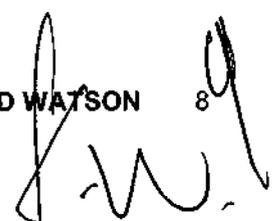
JW: OK.

AVT: Um. I don't know, but that's one, um I mean, this is just high, high-level.

JW: No I mean, but lets talk it through, you know?

AVT: So, and and, ja no, so he is prepared to, to, to run the company.

JW: OK.



EA155

## EXTRACT OF AGRIZZI ORAL EVIDENCE AT COMMISSION

16 JANUARY 2019 – DAY 34

on-going interaction and you are willing to participate in that.

**MR ANGELO AGRIZZI:** Most definitely.

**ADV PAUL PRETORIUS SC:** And then in paragraph 4, against by way of introduction and we will deal with it later, you give some explanation of why you have decided to cooperate with firstly the commission and secondly law enforcement agencies. You tell the Chair briefly and by way of introduction of the background to your decision. Perhaps not the background at this stage, to you decision, but why you have made this decision.

**MR ANGELO AGRIZZI:** I become blunt in understanding what was happening at this stage and I become very accepting, but unfortunately it happens to a lot of people and my urge as well is for people out there, especially in Bosasa to start coming forward as well, so I was blunt. I kept quiet and I should have exposed unlawful activities from day one.

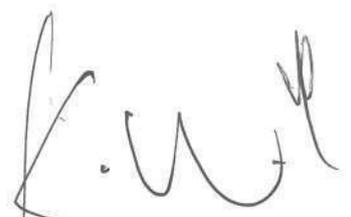
**ADV PAUL PRETORIUS SC:** It will be put to you from time to time during your evidence and no doubt it will be put to you in cross-examination in due course, why you took so long to come forward.

**MR ANGELO AGRIZZI:** I understand that.

**ADV PAUL PRETORIUS SC:** Briefly, the answer to that question.

**MR ANGELO AGRIZZI:** The answer to that question is very similar to being involved in a cult Chair that you become so engrossed with what his happening and you actually start believing what is happening is right and that is why it took so long. I had a near death experience where I was admitted into hospital and I had a tumour on my heart. I was in a coma and when I came out of the coma, myself and my family had made a conscience decision that we will clean up where we had made mistakes before.

**ADV PAUL PRETORIUS SC:** Alright. At paragraph 6 Mr... We will return to these



## EXTRACT OF AGRIZZI ORAL EVIDENCE AT COMMISSION EA156

29 JANUARY 2019 – DAY 42

that, but more importantly reiterated to me a dream that he had and he was on clouds and he was explaining to me what he was looking down on and that, but his biggest concern and he asked me, he said you know Angelo, my biggest concern is – he was always a very – he had a doctoral in business administration, he was concerned about the people's business funds and the people's provident funds and on previous occasions people had tried to get involved with the pensions, the insurances and that type of thing.

So he asked me please that I need to check up, because he trusted me to make sure that everything went fine with the pension funds. He did not trust anybody  
10 with it and even though there were trustees and that, the issue that he had was that he felt that the only thing that was standing between Gavin and getting to the pension funds and upsetting the people was myself, because I started standing up.

And he says that at that stage already although it was pleaded that I come back and sort out things it was not very sincere, he said there was an agenda behind everything and that is basically what happened there. What he did say to me and what he reiterated a few times was that the idea was also to pin all the corruption on myself and on a few individuals.

**ADV PAUL PRETORIUS SC:** And in respect of your own health what happened in the latter part of December 2016?

20 **MR ANGELO AGRIZZI:** Because it was my son's wedding and by the way I had a little granddaughter yesterday.

**CHAIRPERSON:** Oh, congratulation Mr Agrizzi.

**MR ANGELO AGRIZZI:** Yes, she is very healthy and very good.

**ADV PAUL PRETORIUS SC:** Congratulations.

**MR ANGELO AGRIZZI:** Thank you, I am very proud of her. I got – I did not feel well, it



EA157

29 JANUARY 2019 – DAY 42

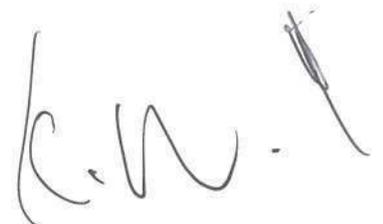
was my son's wedding and I did not want to be a burden on anybody in my family. On the 25<sup>th</sup> after I had Christmas lunch I had planned it in my mind that I would book myself into Life hospital. I walked into Life hospital and they said to me that I have tumour on the heart and they had to do emergency procedure.

I actually had a meeting with all the Directors just before I went in, an hour before I went into surgery and they removed the tumour from my heart. They could not do normal surgery, but it was very serious. They actually called my family and said he is not going to make it. So I went through a coma, I was in a coma, I was on life support and it did not look very good.

10 But when I came out of the coma the doctor actually gave me a rendition and unfortunately he is not here, but it would need to come from him, but the doctor said that he was very concerned. He went to my wife and he said to her, do you not think it is a bit inappropriate right now? He is still in a coma to claim on his key man insurance?

And my wife said, but I have never done that. Then transpired from the broker that Gavin Watson had tried to claim on my life insurance while I was still in a coma. So I made up my mind then already to leave. I was not going to go. I just could not face somebody who would do something like that and I went on a family break to recover.

20 I went away, with myself and my family, went away on a break and on my return I received a call from Brian Biebuyck the attorney and basically he said that Watson wanted to terminate the ten year agreement and that he was making an offer for an alternative. And at that stage I was pretty chuffed, because I thought well at the end of the day I was worried about how am I going to now get out of this ten year agreement and one thing helped in the favour for me was that now that he offered me



Angelo Agrizzi

Thursday, March 8, 2018 at 12:18:46 PM South Africa Standard Time

EAT 58

**Subject:** FW: Thoughts regarding the last offer and a new option - A potential solution thats not just a bandaid

**Date:** Wednesday, 07 March 2018 at 22:02:02 South Africa Standard Time

**From:** Angelo Agrizzi <angelo@angeloagrizzi.com>

**To:** [REDACTED]

**Priority:** High

**Attachments:** Results 2015.jpg

**AGRIZZI REQUESTS TO "TURNAROUND" AGO 12 HOURS AFTER SENDING DISAPRAGING EMAIL TO DARCY HERMANN**

Brian,

"Not for distribution"

*From the onset, I must highlight, that the Group of Companies is indebted to me as per a settlement contract, and because of a vested interest, I would like to raise the proposal, this is in no way intended to question Gavin Watson management style, ability or integrity, but a mere proposal to look at the alternatives to ensure continuity and save potential jobs*

In terms of the last offer made in respect of the guys – "musketees" – I don't think that it's going to fly at all, perhaps let's consider another approach.

At this stage lets be cognizant of Gavin's vulnerability and sensitivity to the matter, the risks facing the group that are apparent. Perhaps we have to look at the problem more holistically. I agree it's his business and he has a right to do whatever he feels is best, the fact remains sometimes one needs advice from someone such as yourself, and I trust your judgement in this. If you think for a minute it's not attainable don't bother with it, and scrap the proposal, but just maybe there might be some merit in it.

The challenge is quite simply as you stated the company hasn't got money at the moment, it's a reality that there has been a shift, let's for the sake of the business put ego's, blame and bitterness aside and look at the reality.

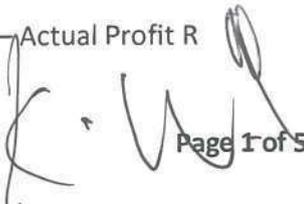
I gave it some thought, Gavin Watson is in a quandary, the Company has made losses in the 2016/2017 year, my calculations are that the losses must be sitting at about R55 Million if not more, the 2017/2018 figures are probably going to be even worst potentially a R85 Million loss, in this instance the balance sheet and the assets actually don't mean to much at all, the fact is the only way they can sustain the losses is by taking the Ntsibinthle dividend contributions of R70 Million per annum into the endless pit!, this is probably what has been done to keep it afloat.

The fact is if you look at the past performance compared to the last 18 Months, the problem is quite simply a fundamental management skillset and focus problem, the economy has nothing to do with it. The losses aren't because of Copper Rod, my payout (which is reflected in a loan account) but actual trading losses as a result of a group that has unfortunately just grown to fat, and needs to be trimmed to the bare bones, and refocused something I proposed in November 2016.

The 2015/2016 costs include the revamp of Lindela, the houses, Biorganics etc. costs that came to well over R30,000,000 yet we still accommodated the costs and posted a trading profit of R112,000,000, had no overdraft and paid handsome bonuses to all staff. The actual pre-tax trading results were as follows;

**Signed of financials – See attached**  
(All stated Pre Tax)

- Feb 2015 – R272,000,000 (Includes a re-evaluation of Ntsibinthle R195,000,000.) – Actual Profit R 77,000,000.00

  
Page 1 of 5

EA159

- Cash in the bank – R61,000,000 No overdraft
- Feb 2016 – R112,000,000 (Includes a re-evaluation of Head Office Properties R35,000,000) – Actual Profit R77,000,000.00
  - Cash in the bank – R71,000,000 No overdraft

### Forecast

(All forecasted on previous results and stated Pre Tax)

- Feb 2017 – (R55,000,000) Loss – To be signed off
  - Overdraft R50,000,000
- Feb 2018 – (R85,000,000) Loss Forecasted
- The business actually declined in profits R132,000,000 – Shocking to say the least only attributable
- Cash reduced from R71,000,000 to an Overdraft of R50,000,000 – decline in R126,000,000

**NOTE: A forecast was sent to FNB in June 2017 that the 2017 trading profits would be R54,000,000 profit as opposed to the actual trading loss of R55,000,000 which is further concern on whether facilities will be continued in 2018.**

Current concerns;

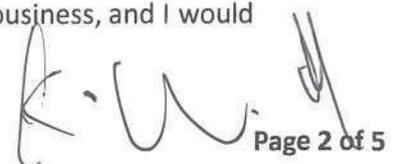
A simple analysis will tell you that 65% of the business is Catering Services, 20% Security and Lindela, the balance is made up of Youth Development Centers and other smaller offerings. The facts are as follows;

1. Kgwerano is going into contract termination and is in the moment subsidized by the Group
2. The Sondolo IT Department of Justice contract is terminating in the next few months
3. The Security contracts have dwindled and are nearly non-contributory – probably in a loss situation
4. Copper Rod – at best would require a further R100,000,000.00 in raw material and a further R12,000,000.00 Commissioning fee to get it up and running, even then it would probably never recoup the initial capital layout, The forecast a year ago was at R5,000,000 profit, not taking the funding costs into consideration, and the market is now saturated
5. The fact is that Lindela currently only has a maximum amount of 500 people at any one time, chances are the Department of Home Affairs will not keep a centralized operation, and talks have been to decentralize it to border posts, this would mean that the R8,000,000.00 revenue stream would eventually be compromised
6. Prospects of Smart City and the DBSA Facilities Management contract as well as the SAPO security contract are dismal due to the political alliance everyone associates Watson with, in effect Watson has become a political hot potato – we all know it, no one has the guts to tell him

Understanding what Bosasa is good at;

If 65% of the business is Catering related you would expect the company to have specialist skills in the catering sector, currently there are none, and hence the bleeding at the Mines and at Correctional Services, you cannot expect the current situation to improve unless you have operators and experienced ones at that. A simple example, to retain Sibanye with the hope of getting additional business, they have if you analyze the bid submitted effectively cut pricing, a practice that seems to be the norm now at Bosasa. I personally never cut pricing, yet retained existing contracts, it's quite simple clients are resistant to change especially in the food sector, so why change it?

Taking all of this into consideration, one has to look at how to remodel the existing business, so that you can make it lean and operationally sustainable. Just using the Ntsibinthle dividends to float it in the long term is not sustainable. Unfortunately there is only one option left to rescue the business, and I would like to propose what I consider a win-win solution.

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At the end of the day, Bosasa has been successful in providing "High Density Accommodation Services" and to a degree "Hi Tech Security Solutions" and that's where previously we made good money. It was when we started delving in the IT sector, vehicle management and aquaculture etc., all sectors we did not have the skill to manage or understand, whenever Bosasa employed far too many Chartered Accountants things went wrong, a simple fact, when we changed it and made more people operationally accountable and sent them into the field to control soup and bones we made money.

Gavin is set for life – he and his family can have the assurance of receiving the Ntsibinthle dividends for another 26 years if you look at the lifespan of the mine. Just the dividends will contribute an average of R70,000,000.00 per annum post tax. Furthermore what I would like to propose is we look at in conjunction with your continued involvement perhaps an unbundling of sorts, where we then provide Gavin and the Watsons with annuity income derived from the use of the properties and payment in terms of royalties, the benefits of which could well be in excess of R44,00,000.00 per annum, this provides Gavin and the Watson's with annuity income of well over R110,000,000.00 per annum, significantly more than what they are currently receiving.

Gavin can still continue being involved in the development of deals that when close to conclusion can be incorporated into the business, this however gives him less of the risk exposure he currently has.

What this will also do is provide conservatively an income for the "new management" team an expected R80,000,000 per annum, after we have unbundled the non-profitable operations and optimized those that are contributing. The fundamental being that you now have a focused and skilled team focused on developing a sustainable business.

Brian the fact is that at the moment the Directorate (Darkies), the family and the existing employees merely see Bosasa / African Global as a meal ticket, and security. I've known Gavin for 19 years, he is very predictable, ego conscious and hates losing, so we would have to if you think on how best to approach the matter.

The reality is that he has not been able to increase revenue, has depleted the profits and is daily building one massive liability in terms of staff costs and potential long term retrenchment costs.

To turn around the business would take me at most six months, and I would require a relaxation of any payback until the unbundling has been completed, in fact I am so confident, knowing that I have done it on no less than three occasions, pre-empted by bad decisions made by Gavin himself – Sea Ark, Dealstream, F&R PHAKISA – and everytime I have been able to turn it around.

#### OMIT IF FORWARDING

Between you and me, you are well aware of the fact that he is reliant on the likes of Colleen (Etienne had his own opinion), Lindsay (Incompetent at best) and Louis Passano who has been sequestered more than once, previously fired for bad decisions and hasn't been able to hold down a job – I don't want to badmouth but whether you like it or not the Board of Directors (save for Joe Gumede) are merely in it for themselves. By minimizing the existing board to perhaps three, one would see a phenomenal change in attitude and performance.

*Put simply – if a person cannot master his own finances at home, chances is they cannot even begin to manage a Companies interests, the added stress of not knowing how you will pay your own creditors would keep me focussed on my worries and not on the business – especially if I have liquidators at the door knocking.*

Brian, I don't want to rub it in that Gavin has made really bad decisions, but do you honestly believe he can rescue the business in its current form, I don't think so, he is far to gullible and set in his ways. You

EA161

cannot build incredible systems that are merely shelved, when the fundamental operational systems aren't in place, you cannot take an approach of endlessly developing solutions such as a Transport Fleet Management system that has cost in three years R40,000,000 without having a client who will buy it, we all know it, yet Gavin will allow that because he believes in it, because he likes the person championing it. Of course the likes of Papa Leshabane will advocate that it's about to be sold to some transport official in the Northern Cape, it's a free trip, R15,000 entertainment and a pillow service for the evening, this has been going on for 11 years – still no contract, despite the millions into dev costs with the Indians.

#### END OF OMISSION

Let's say Gavin doesn't trust me, or Andries let's hypothetically say that we stole the R30,000,000 he claims (deep down you know we didn't), the answer is then quite simply he still made R77,000,000.00 per annum, as opposed to someone who didn't steal and made a R55,000,000.00 loss, the reality is that the trajectory he is on is fueled by people who have their own interest at heart, and will continue to sustain losses.

Brian, quite simply cost savings have been overlooked due to sentiment;

- quite simply cut out three departments, and curtail expenses in two others that would generate savings of R2,400,000 per month
- dispose of non-contributory divisions / companies generate a saving of R4,800,000 per month
- decentralize certain functions and outsource the coordination would generate R4,100,000 per month
- improved operational efficiencies would generate a further R8,200,000 per month
- negotiations on supplier contracts would generate a minimum R3,800,000 per month
- improve negotiations on client contracts would generate a minimum of R11,700,000 per month

#### **Total R 35,000,000 in efficiencies within the first six months, attainable because we have achieved better before**

Give the matter some thought, the benefits are endless, Watson no longer has to live with the Sword of Damocles over his head, an exit will in fact rid him of all the liabilities he has been faced with, and he retains his honor and dignity in the process. The fight has been long and arduous, Gavin is 70 years old and quite simply I don't think he wants to focus on the negative, who is out to get him, what surprises are waiting for him and most importantly does he want to live with the constant need to please people and pay them off so that they maybe bring in a good deal? – we all know we haven't seen one come to fruition yet – and it's sad he trusted so many "deals" to come off.

*Furthermore the contingent liability is probably already well over the R98,000,000 making Bosasa / African Global the perfect candidate for business rescue.*

The alternative is daunting and scary, if the company continues on the trajectory, we know where it will end up, and would probably result in Gavin losing everything in trying to please his current team, they in effect will be worse off for it, and the likelihood is some "Enver Motala" will make a meal of it towards the end, we have to try avert it. Obviously if it came to that I would be first in line bidding to take it over on full risk, I can assure you I will endeavor to offer a plan to the relevant banks.

I would suggest that Brian you form part of the Company as a senior advisor or director to manage and control Gavin's best interest, I think deep down in the last two years something has drastically gone wrong, Gavin knows it, and I'm sure he regrets it, unfortunately his pride and the influence of others has robbed him of his peace, and I actually do feel sorry for him, and maybe this is a way to help him. Perhaps I've had a bit too much cheese this evening, but I am sincere in what I have proposed, this could in effect be a turning point for him, and improve his lifestyle.



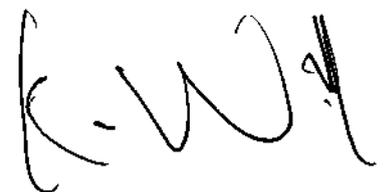
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Brian, any rational individual would opt for this opportunity, and allow a new wave to take it to new heights, you cannot at this stage evaluate the company as a going concern, and hence my proposal – give it some thought – hopefully I can be of assistance in solving the cause and not just the symptom. As difficult as it might seem to propose to Gavin, let's give it our best, if it fails we know we tried earnestly to resolve it, and save jobs.

In closing – I am sure if we all form a formidable team, with a common goal and purpose we can change the downhill course to destruction to an evolutionary turnaround, that will benefit all.

Bouna Notte



EA163

## EMAIL FROM LEGAL ADVISOR TO AGRIZZI SUBSEQUENT TO BOARD MEETING

**From::** Angelo Agrizzi <angelo@angeloagrizzi.com>  
**Sent::** Monday, 19 March 2018 1:48 PM  
**To::** [REDACTED] >  
**Subject::** Re: The Board's response to your proposal of 7 March 2018

[REDACTED] – My comments BELOW in the body of your mail, and see the email to Prof [REDACTED] I copied you into

See original offer again – attached that will clarify all the questions posed.

In addition to the comments below

The proposed plan was sent to you, it's pretty conclusive, I then had a long chat with Prof [REDACTED] who clearly indicated to me that Gavin wasn't interested, "Too much pressure from the black directorate" – I then responded to you with a detailed email, copying you in on the discussions with prof, where I specifically told you that it is evident the proposed transaction is **stillborn!** None the less I don't know why pursuant to my mail to you, you still saw fit to have a meeting which was supposed to take place on the Monday, then the Wednesday then the Friday and which supposedly took place today.

Once more [REDACTED] – it's exactly what it is – a lot of games being played, The guys must do what they want to do going forward, I'm not about being played for time by yourself less by Gavin Watson, there just is no reason to carry on playing games, **An offer is on the table, take it or leave it, if you don't want to do it, let's leave it, perhaps I will pick up what's left later on.**



### Angelo Agrizzi

m: +27 (0) 64 687 2464

a: HELDERFONTEIN OFFICE PARK

Cnr William Nicol & Broadacres East

No 97 | Helderfontein

Fourways | South Africa

w: [www.AngeloAgrizzi.com](http://www.AngeloAgrizzi.com)

e: [Angelo@AngeloAgrizzi.com](mailto:Angelo@AngeloAgrizzi.com)

s: Angelo.Agrizzi

SOUTH AFRICA | ITALY | USA | UK | BOTSWANA | NAMIBIA

EA164

**From:** [REDACTED]  
**Date:** Monday, 19 March 2018 at 12:53  
**To:** "angelo@angeloagrizzi.com" <angelo@angeloagrizzi.com>  
**Subject:** The Board's response to your proposal of 7 March 2018

Dear Angelo

I met with the African Global Board this morning when I presented your turnaround proposal of 7 March 2018.

The meeting took place in an acceptably appropriate business-like environment, lasted 1.5 hours, and several questions were raised, which I set out below.

Would you please be good enough to respond to these questions, and on receipt of your response, the Board will make and communicate a decision to you.

1. Who comprises and forms part of the management team that you refer to, and does this include Frans Voster, Leon van Tonder and Andries van Tonder? Are you personally also part of the 'management team'? **ME, PERSONALLY I WOULD HEAD UP THE TRANSACTION AND YES IT WOULD INCLUDE THE AFOREMENTIONED WITH THE ADDITION OF CERTAIN OF THE ROLE PLAYERS THAT PREVIOUSLY WERE EMPLOYED BY THE COMPANY**
2. How do you envisage making a difference, and on a practical level, how do you envisage turning the business around? **THE PROPOSAL FORWARD TO YOURSELF IS I WOULD SAY VERY COMPREHENSIVE AND PERHAPS YOU SHOULD REFER BACK TO IT, THE TURNAROUND WOULD MOST DEFINITELY INVOLVE SOME SEVERE CHANGES, AND AS INDICATED IN THE DOCUMENT INVOLVE UNBUNDLING OF NON -PROFIT GENERATING ENTITIES – PRACTICALLY IT HAS BEEN DONE ON A FEW OCCASSIONS BEFORE, WITHOUT HAVING PROCURED NEW BUSINESS, BUT BY ENSURING EFFECIENCIES ARE OPTIMISED, I RE-ITERATE THE FACTS WERE IN FACT ALLUDED TO IN THE DOCUMENT**
3. How do you envisage running the business and what is the role of the existing Board going forward? **THE INTENT IS TO EFFECTIVELY MANAGE THE BUSINESS WITH COMPETENT AND FOCUSSED INDIVIDUALS, IF THE DIRECTORS HAVE THE ABILITY THEY WILL MOST DEFINITELY FORM PART OF IT, COUPLED WITH LUCRATIVE INCENTIVES AS SET OUT IN THE PROPOSAL**
4. If your baseline figures (2017 loss of R55m & R50m overdraft) are wrong, how do you envisage achieving the savings you say you will achieve within a 6-month period? As a fact I am told that your baseline figures are wrong, and the question arises, where did you get your figures from? – **CORRECTION – THE ATTAINED PROFITS FOR 2016 -2017 SHOULD REFLECT A PROFIT OF R50,000,000.00 YOU WILL RECALL THAT DURING THIS FINANCIAL PERIOD UP AND UNTIL DECEMBER 2016, THE GROUP HAD AN ACCUMULATIVE PROFIT OF R75,000,000 WITH A POSITIVE BANK BALANCE, THIS WAS DEPLETED DURING JANUARY AND FEBRUARY 2017, WITH THE RESULTANT FIGURES BEING A REDUCED PROFIT OF R50,000,000 THE FACT THAT THE BUSINESS IS NOW FORECASTED FOR A LOSS FOR THE PERIOD FEBRUARY 2017 TO FEB 2018 OF AN ESTIMATED R50,000,000 LOSS INDICATES A LACK OF OVERSIGHT AND ABILITY, A NEGATIVE R100,000,000 TURNAROUND SINCE THE DEPARTURE OF PIVOTAL EMPLOYEES AND LEADERSHIP, I THINK THE RROR IS MERELY A TYPO ON THE YEARS. THE FACT REMAINS IS THAT ACCORDING TO MY CALCULATIONS FEB 2018 IS ACTUALLY IN A LOSS, WITH A DEFINATE NEGATIVE BALANCE IN THE BANK.**

EA165

5. Given that new deal flow would be critical to any turnaround, what new deal flow do you envisage bringing in, or is your turnaround limited to existing catering / security contracts only? **BRIAN – QUITE SIMPLY IF I WAS TO GIVE YOU THE DETAIL I WOULD BE GIVING YOU THE ADVANTAGE, THE PROPOSAL MAKES PROVISION FOR COMMERCIALY VIABLE GARUNTEES, MORE SO THAN WHAT THE GROUO CURRENTLY HAS, AUGMENTED BY A PREVIOUS TRACK RECORD THAT IS IMPECCABLE**

6. What is the cost of your management team? Will you be charging a fee, or will your fee be determined by a percentage of savings achieved? Do your team members come back as full-time employees or are they on a 6-month / 12-month contract or are they consultants employed by the company.

█ – IT SEEMS THAT PERHAPS THE INTENT HAS NOT BEEN COMMUNICATED, I REFER BACK TO THE PROPOSAL, IT ENTAILS GAVIN WATSON RESORTING TO TAKING A BACK SEAT, ILL RE-ITERATE IN BRIEF;

EXTRACT FROM PREVIOUS MAIL

“Not for distribution”

From the onset, I must highlight, that the Group of Companies is indebted to me as per a settlement contract, and because of a vested interest, I would like to raise the proposal, this is in no way intended to question Gavin Watson management style, ability or integrity, but a mere proposal to look at the alternatives to ensure continuity and save potential jobs

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Current concerns;

A simple analysis will tell you that 65% of the business is Catering Services, 20% Security and Lindela, the balance is made up of Youth Development Centers and other smaller offerings. The facts are as follows;

EA166

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4. Copper Rod – at best would require a further R100,000,000.00 in raw material and a further R12,000,000.00 Commissioning fee to get it up and running, even then it would probably never recoup the initial capital layout, The forecast a year ago was at R5,000,000 profit, not taking the funding costs into consideration, and the market is now saturated
5. The fact is that Lindela currently only has a maximum amount of 500 people at any one time, chances are the Department of Home Affairs will not keep a centralized operation, and talks have been to decentralize it to border posts, this would mean that the R8,000,000.00 revenue stream would eventually be compromised
6. Prospects of Smart City and the DBSA Facilities Management contract as well as the SAPO security contract are dismal due to the political alliance everyone associates Watson with, in effect Watson has become a political hot potato – we all know it, no one has the guts to tell him

Understanding what Bosasa is good at;

If 65% of the business is Catering related you would expect the company to have specialist skills in the catering sector, currently there are none, and hence the bleeding at the Mines and at Correctional Services, you cannot expect

the current situation to improve unless you have operators and experienced ones at that. A simple example, to retain Sibanye with the hope of getting additional business, they have if you analyze the bid submitted effectively cut pricing, a practice that seems to be the norm now at Bosasa. I personally never cut pricing, yet retained existing contracts, it's quite simple clients are resistant to change especially in the food sector, so why change it?

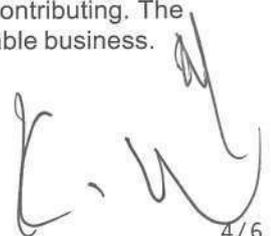
Taking all of this into consideration, one has to look at how to remodel the existing business, so that you can make it lean and operationally sustainable. Just using the Ntsibinthle dividends to float it in the long term is not sustainable. Unfortunately there is only one option left to rescue the business, and I would like to propose what I consider a win-win solution.

At the end of the day, Bosasa has been successful in providing "High Density Accommodation Services" and to a degree "Hi Tech Security Solutions" and that's where previously we made good money. It was when we started delving in the IT sector, vehicle management and aquaculture etc., all sectors we did not have the skill to manage or understand, whenever Bosasa employed far too many Chartered Accountants things went wrong, a simple fact, when we changed it and made more people operationally accountable and sent them into the field to control soup and bones we made money.

Gavin is set for life – he and his family can have the assurance of receiving the Ntsibinthle dividends for another 26 years if you look at the lifespan of the mine. Just the dividends will contribute an average of R70,000,000.00 per annum post tax. Furthermore what I would like to propose is we look at in conjunction with your continued involvement perhaps an unbundling of sorts, where we then provide Gavin and the Watsons with annuity income derived from the use of the properties and payment in terms of royalties, the benefits of which could well be in excess of R44,00,000.00 per annum, this provides Gavin and the Watson's with annuity income of well over R110,000,000.00 per annum, significantly more than what they are currently receiving.

Gavin can still continue being involved in the development of deals that when close to conclusion can be incorporated into the business, this however gives him less of the risk exposure he currently has.

What this will also do is provide conservatively an income for the "new management" team an expected R80,000,000 per annum, after we have unbundled the non-profitable operations and optimized those that are contributing. The fundamental being that you now have a focused and skilled team focused on developing a sustainable business.



EA167

The reality is that he has not been able to increase revenue, has depleted the profits and is daily building one massive liability in terms of staff costs and potential long term retrenchment costs.

To turn around the business would take me at most six months, and I would require a relaxation of any payback until the unbundling has been completed, in fact I am so confident, knowing that I have done it on no less than three occasions, pre-empted by bad decisions made by Gavin himself – Sea Ark, Dealstream, F&R PHAKISA – and everytime I have been able to turn it around.

█, quite simply cost savings have been overlooked due to sentiment;

- quite simply cut out three departments, and curtail expenses in two others that would generate savings of R2,400,000 per month
- dispose of non-contributory divisions / companies generate a saving of R4,800,000 per month
- decentralize certain functions and outsource the coordination would generate R4,100,000 per month
- improved operational efficiencies would generate a further R8,200,000 per month
- negotiations on supplier contracts would generate a minimum R3,800,000 per month
- improve negotiations on client contracts would generate a minimum of R11,700,000 per month

**Total R 35,000,000 in efficiencies within the first six months, attainable because we have achieved better before**

Give the matter some thought, the benefits are endless, Watson no longer has to live with the Sword of Damocles over his head, an exit will in fact rid him of all the liabilities he has been faced with, and he retains his honor and dignity in the process. The fight has been long and arduous, Gavin is 70 years old and quite simply I don't think he want to focus on the negative, who is out to get him, what surprises are waiting for him and most importantly does he want to live with the constant need to please people and pay them off so that they maybe bring in a good deal? – we all know we haven't seen one come to fruition yet – and it's sad he trusted so many "deals" to come off.

Furthermore the contingent liability is probably already well over the R98,000,000 making Bosasa / African Global the perfect candidate for business rescue.

The alternative is daunting and scary, if the company continues on the trajectory, we know where it will end up, and would probably result in Gavin losing everything in trying to please his current team, they in effect will be worse off for it, and the likelihood is some "Enver Motala" will make a meal of it towards the end, we have to try avert it. Obviously if it came to that I would be first in line bidding to take it over on full risk, I can assure you I will endeavor to offer a plan to the relevant banks.

Please let me have your response as soon as circumstances permit to facilitate a Board decision.

Kind regards



5/6

EA168

[REDACTED]

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6/6

## EXTRACT OF AGRIZZI ORAL EVIDENCE AT COMMISSION

EA169

29 JANUARY 2019 – DAY 42

**ADV PAUL PRETORIUS SC:** 2018.

**CHAIRPERSON:** 2018?

**MR ANGELO AGRIZZI:** Yes.

**CHAIRPERSON:** Oh, we are in, we are in August 2018?

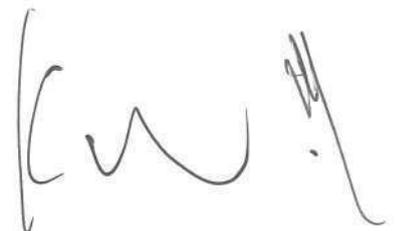
**MR ANGELO AGRIZZI:** Yes.

**CHAIRPERSON:** Okay, alright.

**MR ANGELO AGRIZZI:** 53.9. I get a call. This is on 31 August 2018 I get a call in the afternoon from City Press. They have just had a meeting with Joe Gumede and Papa Leshabane. They have just had a meeting with Joe Gumede and Papa Leshabane and they want to send me comments, questions. Chair I did not even know that they had opened up a police case against me Joe Gumede and Papa Leshabane at Douglasdale Police Station. I did not even know. City Press told me. They had opened up the case earlier at the police station. So I said well it is very strange you know why would you, what is the intention to go to the City Press have a meeting with them, Papa and Joe Gumede and then hand over the recording to them from their side. So, but even worse City Press knew that there was a police case. I did not even know. Nobody phoned me. I eventually phoned up the inspecting officer and went and saw them to, so that they do not think anything funny, but I am trying to say is that this case had been opened up and it is pending or I do not, actually do not know what is happening with it. I have been too focussed on this. On 1 September I mean that is literally August/September this lady starts putting out things on social media on me and all that type of thing.

**CHAIRPERSON:** Which lady now?

**MR ANGELO AGRIZZI:** It is one of the ladies who are complaining, one of the three press; puts our article on the very next day.



EXTRACT OF ADV PRETORIUS COMMENTS AT COMMISSION <sup>EA170</sup>

16 JANUARY 2019 – DAY 34

an affidavit of the lead investigator in this particular tranche of evidence, Mr Frank Dutton, and if I may refer to that affidavit and in brief summary put before you what Mr Dutton says. On page 1 Mr Dutton sets out his considerable experience as an investigator. On page 2 of that affidavit he says that:

10 "Since September 2018 I have met and interviewed Mr Agrizzi on numerous occasions. He has openly disclosed his personal involvement in the corruption and criminality which he has revealed. He implicates about 38 people, many of whom are persons of stature and influence, in alleged corrupt practices, money laundering and tax evasion. This includes bribery of public officials and politicians."

He says in paragraph 11 of the affidavit on page 2:

"Investigative steps that our investigation team has taken has independently confirmed the accuracy of several aspects of his allegations."

He summarises the evidence to be given, with your leave Chair, as follows:

20 "Agrizzi alleges that the senior management of a group of companies known as Bosasa, senior Government employees, politicians and others are and were involved in criminal activities centred on tender fraud and corruption for the past 20 years. The amount of money involved in these illegal activities probably amounts to billions of South African Rands. All those involved in these corrupt practices received substantial cash and other gratuities."

EA171

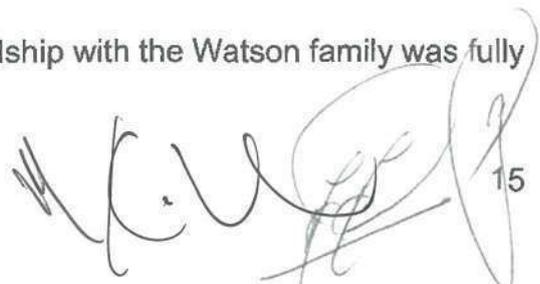
EXTRACT OF AGRIZZI AFFIDAVIT TO COMMISSION ON 8 APRIL 2019

33.2 I state that despite the glowing references set out by Kevin Wakeford in this paragraph that in truth and in fact the said business of Bosasa as an organisation was set up and run by Gavin Watson and the Watson family mainly for their own financial benefit using their so-called struggle credentials and the important political connections and relationships that they had forged.

33.3 The allegations in regards to the BBBEE in respect of transformation was all created by Gavin Watson and his family in order to show the ruling party that the business was in fact black-owned, black-managed and black-staffed. The true factual position is that this was all a very shrewd and carefully contrived façade but in truth and in fact the majority shareholders were white and the main beneficiaries of the financial benefits from tenders and Government work was in fact the Watson family.

33.4 There were various agreements entered into with the black management and directorship but the true position was that at any given time the true beneficiaries of Bosasa was in fact the Watson family. I understand that there were various back-to-back agreements to which I do not have access between the various shareholders which will show the correct position.

33.5 I deny the personal attack made by Kevin Wakeford upon me that I was a self-confessed "*fifth column of economic cannibalism* (system within a system) and Watson's alleged corrupt activities". I state further that Kevin Wakeford with his long-standing friendship with the Watson family was fully

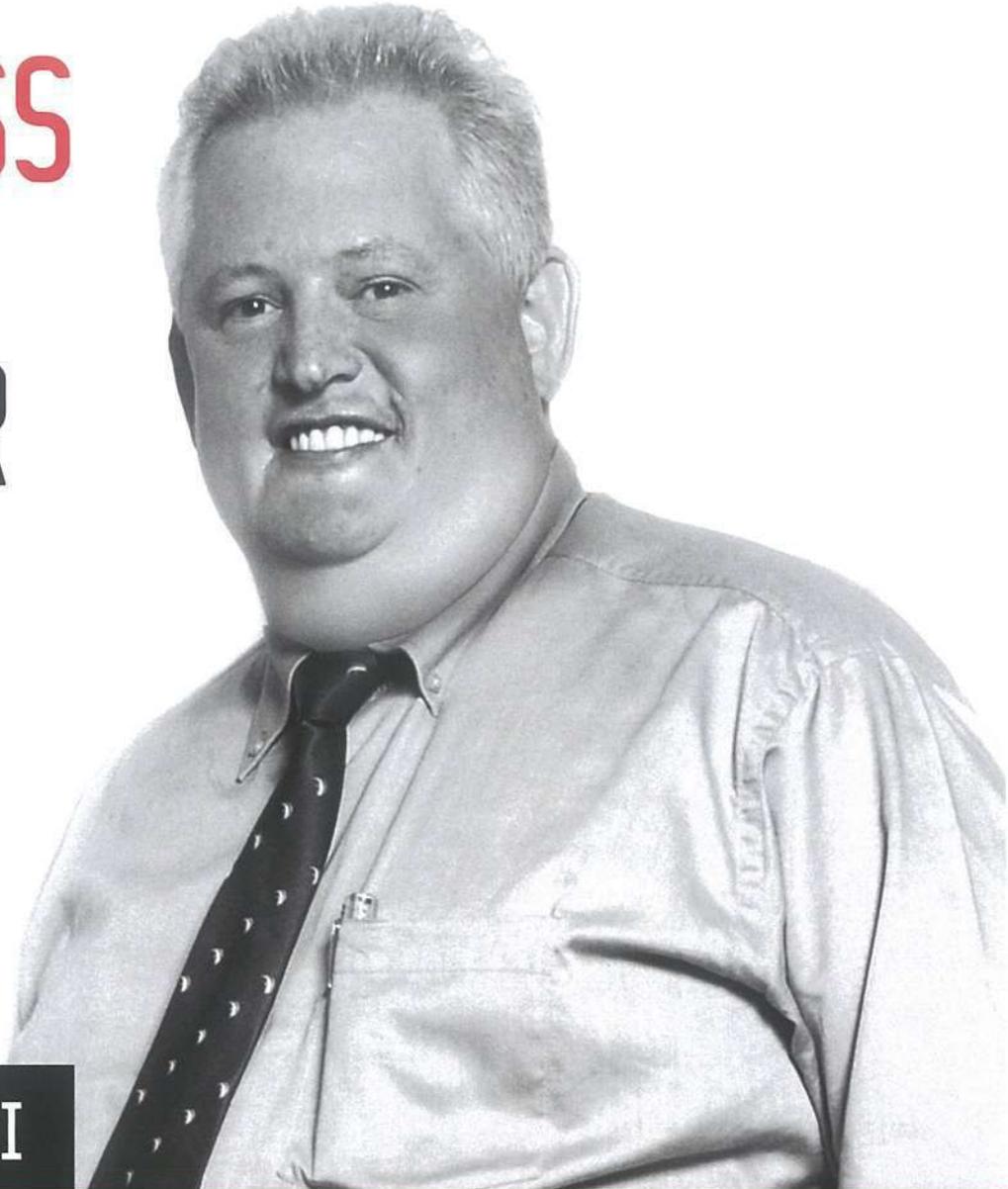


15

AGRIZZI ITALIAN BUSINESSMAN OF THE YEAR PROFILE EA172

# ITALIAN BUSINESS MAN OF THE YEAR

## NOMINATION AND MOTIVATION 2014

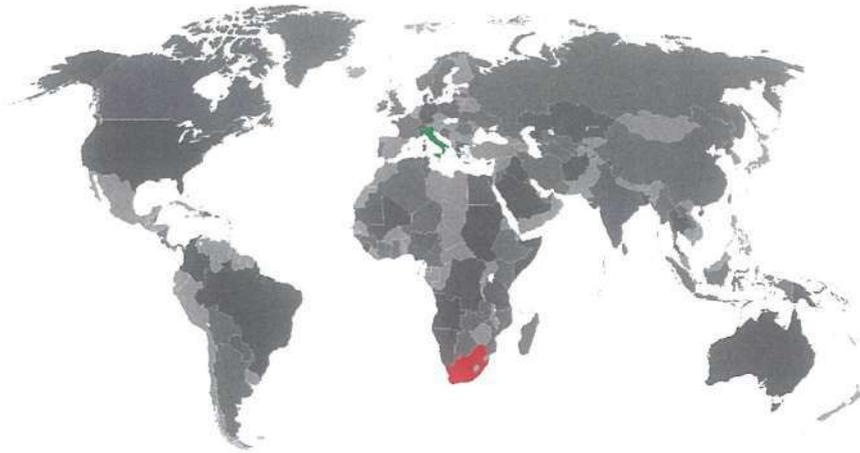


**ANGELO AGRIZZI**

Italian born, Angelo Agrizzi, is the Chief Operating Officer of the BOSASA Group of 80 companies – a position he has held from inception. Business development acumen is profoundly evident within the fifteen year lifespan of the Group. In his COO capacity and with a demanding and significant portfolio, he has remained at the forefront of helping to drive the Group into a powerful brand in South Africa. From small offices in Krugersdorp and (a small team of eight members of personnel), it now has 4000 employees and a well-established national footprint. With an entrepreneurial mind he has been able to identify local and global business opportunities and product needs. The brand has been successfully consolidated through public acknowledgement of product, service delivery worldwide and authentic corporate social responsibility programmes.

A handwritten signature in dark ink, appearing to read 'Angelo Agrizzi', is located in the bottom right corner of the red text block.

EA173



## A GLOBAL PLAYER

Analysing global and local events, Angelo annually sets his own standards of delivery which become his constant point of reference based on the following:

**uncompromised integrity, mission critical business responses to evolving events nationally and globally, service to the national interest for economic growth, localised community development in all provinces, resilience in a changing environment, job creation, education and innovation.**

He is nominated for this prestigious award because of the expanded value he has added to the triple bottom line (King 11's corporate good governance soft law) approach to organisational development in a rapidly changing and challenging environment. King 11 has been accepted as a governance model in sixty countries inclusive of Italy. Leaning on the culture of high morale, productivity and loyalty he

has created, he has cushioned the staff against the fiscal crisis. This he has achieved with regular interaction, Company updates, wellness support, orientation to events in the global community, a commitment to streamlining services and emphasizing *'a cycle of excellence and quality of delivery.'*

Motivated personnel willingly volunteer their traditional free time to ensure benchmarks have been met resulting in palpable evidence of integrated team work. **The loyalty of personnel that Angelo Agrizzi commands** towards his vision lends credence to both his signature and ability to translate strategy into reality. Personnel simply trust him.

As an Italian business man Angelo believes that at any one time he is carrying a flag for Italy. As such he knows that exemplary performance as a **captain of industry** is required of him adding to the existing prestige of Italy and the prowess of its own achievers who live in South Africa and make their unique contributions. He does not lose sight of his responsibilities to South Africa with this paradoxical and dual identity.

Agrizzi has been described as a visionary by his peer group *'for seeing the world in a grain of sand'* and then acting on this.

As a proud member of a distinguished Italian family he has dedicated time and energy into celebrating the contribution of the Italian community in South Africa.

A handwritten signature in black ink, appearing to read 'A. Agrizzi'.

EA174

Believing that he and his family represent their Italian roots, it is incumbent on all to be leading achievers in their field, contributing to the world of scientific knowledge and learning. Angelo embraces close family ties. He and his wife succeeded in producing a family of high achievers in the socio-political, economic and medical terrains.

## A SUSTAINABLE ECONOMY AND FUTURE VISION

Angelo is a student of global events and an **entrepreneur of note**. Observing that the oceans globally are being gutted of fish and that many species have declined by nearly 90 percent, he helped to drive a scientific team to provide meaningful and ecofriendly aquaculture solutions. What was needed was a methodology that took pressure off wild catch fisheries. Wearing both his entrepreneurial and social responsibility hat, he focused on Aquaculture which has a high barrier to entry. Aquaculture growth in South Africa is below global standards but it has the potential to be a global leader with its innovative formula of sustainability. With South Africa contributing only 0.01 per cent, he focused his attention on supporting the Department of Agriculture, Forestry and Fisheries while developing a viable profitable business. A Biorganics company was born within the BOSASA Group which now fast tracks '*product development*' and a sustainable food supply in a secure uncontaminated environment. This formula defies the global experience of unavoidable contamination providing solutions hitherto undiscovered by overseas scientists. Biorganics provides employment, career path development, poverty alleviation and provision of essential protein. This BOSASA Group division is seen to be a significant and developing contributor to local and national economic growth.



## GROWTH THROUGH RISK MANAGEMENT AND INNOVATION

As Chief Operating Officer he helped to turn a fledgling security company, Dyambu, with an annual turnover of R112,000,000 into a sophisticated risk management operation customised to most industry sectors, today known as the BOSASA Group of Companies. It boasts a significant turnover of R1,46 Billion.

FROM **R112,000,000**  
TO **R1,46BILLION**

Believing that innovation begins at home, **Angelo has pioneered 'home grown' software by grooming a technology division into a sophisticated software development unit**. This serves to promote knowledge management and the twelve main business units into a meaningful integrated whole.

EA175

This software has been extended to Full Facilities Management as well as the hospitality industry from which he has historical expertise. The exemplary nature of this software was subsequently recognised by Microsoft headquarters with an offer to purchase what they regarded as unique intellectual property adding value to their existing software stable.

**Angelo has also honed Full Facilities management into an art and a science, declared as such by the leadership of Correctional Centres who have publicly celebrated this sustained service excellence.**

Angelo has made himself an expert on key point security providing risk management services to Airports and once more he earned accolades for service excellence sharing this achievement with his team. High level training of risk management staff at the airports, and absence of corruption in their ranks has led to a dramatic reduction of crime (theft, money laundering, hijacking, mugging and terrorism, drug smuggling and substance abuse). An ongoing scholar of the nature of terrorism and its groups coupled to publication of his blogs on various terrorism subjects, has also earned him

acknowledgement for counter terrorism endeavours in South Africa. This clearly is of global value with the borderless progress of terrorism and drug smuggling.

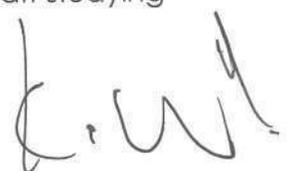
## PROVIDING EMPLOYMENT

Angelo has ensured that any entry point 'position' or work, such as cleaning or gardening can lead to a university degree for anyone with aspirations and drive. The BOSASA Group has extensive examples of individuals who have entered the Group as general cleaners and gone on to become accountants, executives, auditors, lawyers and doctors. The Group and its functional teams, under his leadership (BOSASA is the largest employer in the Mogale developing Metropolitan District by design) demonstrates heightened concern for the under privileged. They are known for taking vagrants and hawkers off the street, teaching them business skills, providing them with appropriate business resources and helping them provide for their families and often communities. Wherever he has initiated SMEE development skills and enterprises there is a measurable drop in crime.

Comments recorded below (in his work with offenders) are relevant to this paragraph. He is also actively engaged with community sports to keep the youth off the street, acquire disciplined thinking and healthy habits/outlooks. Resources for these sports as well as computer centres have been provided by the Group, under the aegis of his vision, for personal growth.

## GROWING PEOPLE

Despite a challenging schedule he finds time to mentor young employees into the bigger picture of running an organisation. He has been on the founding team of the Watson Corporate University which provides a wide range of short and long courses, and academic supervision of staff studying for degrees.



EA176

Personnel have free access to programmes which inspire them to achieve their potential and advance their careers. The courses are scoped for lateral movement in BOSASA should they wish to pursue alternative careers.

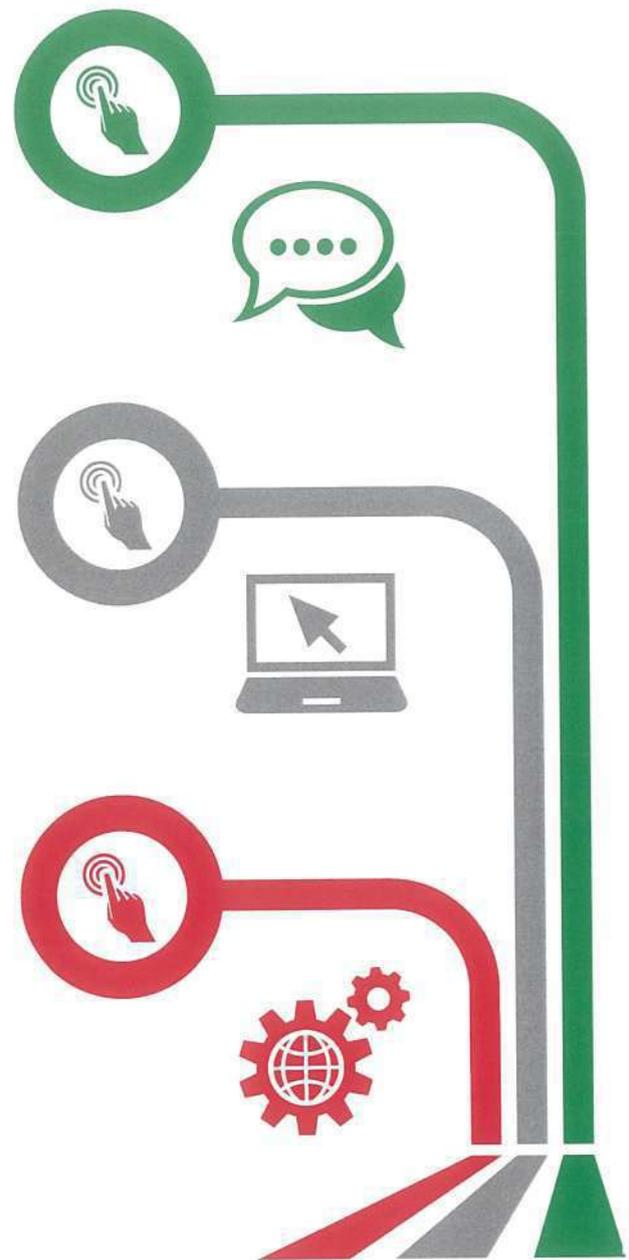
Angelo believes '*no man is an island*', and he acknowledges the role of the extended family in personnel happiness, productivity and morale.

He has also therefore driven one of the largest corporate online libraries in Africa for personnel who wish to improve their knowledge or who are studying for diplomas or degrees. He has made provision for family members who also seek mentorship with study skills guaranteeing the support of the family and their future wellbeing in one fell swoop. Assistance with best practice research methodology is made available to staff. These mentees/students are consistently awarded distinctions for their work because of this mentorship service.

Innovation is encouraged by giving personnel who understand Group policy and culture the freedom and support to develop viable ideas to market entry level. Most of the Group's intellectual property and unique software is the result of this philosophy.

## OVERALL EMPLOYEE WELLNESS AND INTERPERSONAL HARMONY

To ensure high morale, overall health and wellbeing, a Wellness Division was created, run by professionals. The breadth of services offered by this Division lends testimony to Angelo's knowledge of local and global events: primary care (chronic disease monitoring), financial counselling, psychotherapy, advanced study methods, scientific research and legal counselling by qualified staff trained in aspects of law and bereavement counselling. Angelo has ensured that this service is offered to extended families of



employees should any disruption within the family, illness or death compromise the wellbeing of members of staff. It is not unusual for neighbours of staff to be counselled as well, should death in the family be the result of violence, thereby unsettling the community as they grieve their loss and attempt to recover from shock. Family members who aspire to achieve are assisted with career path counselling and support resources as they seek bursaries for various educational institutes.

EA177

## INSPIRING CREATIVITY

Angelo believes that for staff to be creative, it is incumbent on the Group to provide an environment conducive to innovation. Angelo's stamp can be seen in the landscaping, eco friendly design and the architecture of the Mogale Business Park which is the headquarters of the Group. His vision of employee wellbeing is exemplified by twelve Italianate business unit designs within an eco-park which has no peer. This business park sports a Mashie course, walkways (running pathways for those who wish to train), fauna and flora, a lodge, Diner, herb garden and secluded garden settings for staff to reflect on their work. With Springbok, tortoises, rabbits, Nyala, Zebra, peacocks, crown herons and thirty other varieties of bird life, this environment provides a unique setting to metaphorically inspire respect for diversity and individual or team creativity. International visitors describe this setting as *'paradise'* for any person and it provides an environment in which essential work-life balance is guaranteed. Free advice on nutrition and exercise is provided and with Angelo's sponsorship and encouragement every Comrades event and major marathon has included BOSASA staff championing the brand and all it stands for.



*Mogale Business Park*



## EXPANSIVE SOCIAL RESPONSIBILITY

Angelo Agrizzi's approach to social responsibility is both holistic and supply chain oriented. His achievements in the corporate world are eclipsed only by his personal social responsibility drive (CSI) and serving the community and country beyond business interests. He believes not only in 'giving back' but being responsible as a citizen for the cooperative wellbeing of others.

EA178

For twelve years this has manifested in a successful project where he set himself three criteria: **the reduction of crime, employment creation, and meaningful skills development.**

Trading on his own skill set and knowledge he has pursued a line of community and individual development where he has proof of concept.

Angelo's outreach goes where few corporates venture – correctional centres. Social stigma has been a contributory cause of this normative corporate *'avoidance'* behaviour. The South African *'prison'* environment is unique and relative to the high crime rate, unemployment, illiteracy and nature of offences. Noting the nature of several academic research papers in which it is reported that 80 percent of prisoners in South African Correctional Centres are illiterate, undernourished, come from underprivileged backgrounds and are *'groomed'* into crime, he undertook to drive meaningful change.

Offenders, in conflict with the law and therefore incarcerated are deprived of liberties that most people take for granted. Lack of budget, skilled personnel, and the complex nature of South African prisons has led to thousands of offenders being compromised health wise. High density living in a cell due to high crime rates and concomitant incarceration statistics leads to existing health conditions being adversely affected and the acquisition of other diseases. Mental health issues are

also central to imprisonment.

Angelo is therefore driving his three pronged approach to rehabilitate offenders, encouraging health and growing marketable skills on parole.

A research centre for prison health care is currently being developed under his leadership. This centre will provide benchmarked research for the benefit of Correctional Centres on which government can make informed decisions, reduce costs, manage more efficiently and build capacity. It will therefore serve to contribute to public health in the long and short term. Its value as a research centre will extend globally.

## HLUMANI

Hlumani is a project started by Angelo at Pollsmoor whereby Correctional Centre available land is converted for agricultural purposes. Offenders are taught sustainable farming and they produce crops from which the Correctional Centre benefits as a fresh produce supply. These skills

**80%**  
OF RSA PRISONERS ARE...

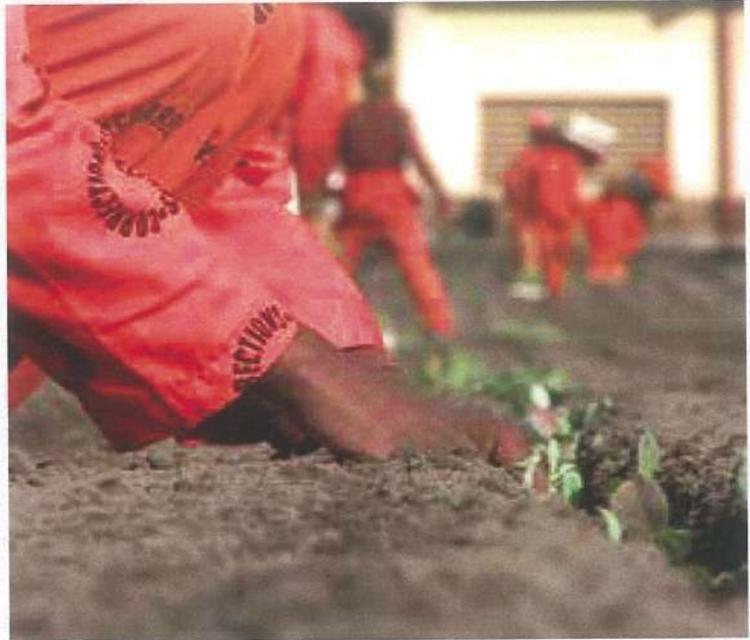
\*ILLITERATE  
\*UNDERNOURISHED  
\*UNDERPRIVILEGED

EA179

too are marketable and 'life' self-sustaining when parole is attained. It also promotes individual pride and self-esteem, essential for a crime free life.

## CHEF AND COOK TRAINING

Using his vast experience in the hospitality industry, Angelo had acquired and installed (at great expense) state of the art equipment for the aging 'prison kitchens'. With modern equipment offenders are taught to become chefs and cooks through accredited and registered training programmes in partnership with the SA Chefs Association (HTA School of Culinary Arts). This is a national first. These individuals as products of Angelo's education and skills development drive have gone on to become employed in leading South African hotels and restaurants. Many have started their own entrepreneurial operations providing professional level catering to industry and their own communities. The quality of this training in a high risk environment with sustained positive results has earned Angelo and his team global and local acclaim. BOSASA has to date contributed R 70 Million to meaningful social responsibility programmes. As can be seen, none of these are 'wallpaper.' There is genuine commitment and engagement



*Hlmani - Pollsmoor, Western Cape*

with every project and each of these is publicly visible and acclaimed for its integrity and authenticity. Angelo visits all sites regularly to ensure quality control. He is literally 'hands-on.'

## EARLY CHILD DEVELOPMENT PROGRAMMES

Angelo has helped to drive early child development programmes. This has national consequence. Through his vision, BOSASA is now a serious participant in promoting the education of children in South Africa. He works with a group of communities in Orange Farm. BOSASA now supports this project by educating teachers, introducing innovative practices, computer training and essential infrastructure, food and nutrition training from experts in the field.



*R.W.P.*

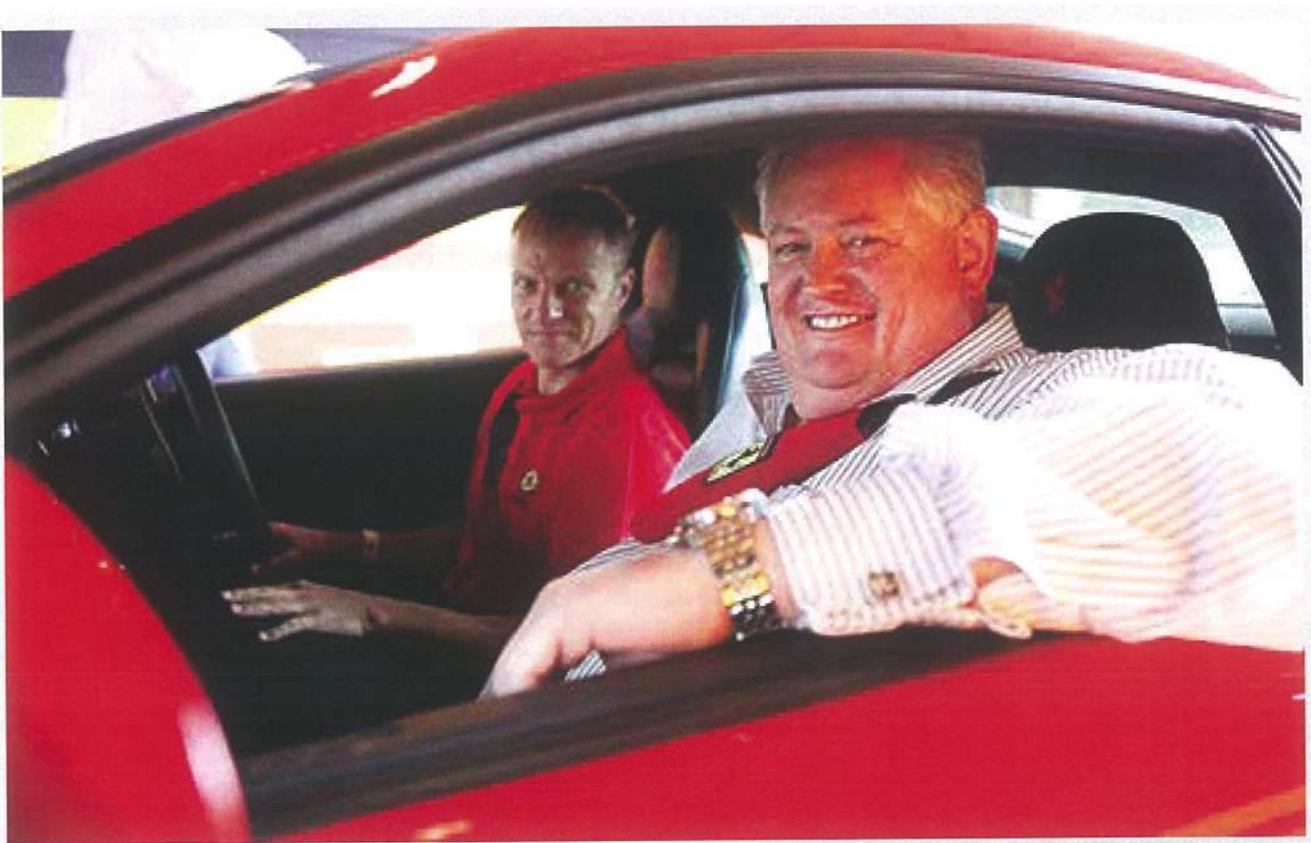
EA180

## CONTRIBUTING TO THE NATIONAL INTEREST

It will be noted that a common denominator exists with all of the above. As an Italian, Angelo does not forget his obligations as a South African citizen. He therefore believes that whatever he does with his teams, the national interest must be served. This is evident as a golden thread throughout this motivation. It also consolidates bilateral trade and investment and reciprocal respect.

## PERSONAL LIFE

Angelo is an avid and eclectic reader to which his library collection will testify. He is a passionate supporter of all things Italian and Ferrari is no exception, being an active member of the Ferrari Club. Any visitor to his office will be treated to a range of Ferrari models, the fine detail of which he has himself crafted with intricate patience and care.



*Ferrari Club*



K-W

EA181



Both Angelo and his wife Debbie raise specialist trained Capuchin monkeys (the most intelligent new age primates) in conjunction with Helping Hands an organisation committed to placing helper monkeys with the critical disabled - the latest primate helpers being Romeo and Juliet. These phenomenal animals are trained to fetch remotes, switch lights on and off on command, thereby assisting those less fortunate. These tasks are traditionally seen by able bodied people as menial.



Angelo's has gourmet interests in his own domestic kitchen and the culinary arts. He entralls his family and friends with his engaging warmth and hospitality, coupled to his enduring interest in and knowledge of Italian cuisine which he promotes with panache. He has intimate knowledge of the history and cuisine of all Italy's regions as well as the latter's contribution to global cardiovascular health. He promotes this *'health knowledge'* for the welfare of his staff. His other hobbies suggest a newly discovered flair for interior design, drawing on the globally famous Italian experience, textiles and furniture. To this add gardening at his much loved home where he demonstrates his concern for the environment, testing eco-friendly design, and flora choices. He is also an expert on the famous gardens of Italy.



**THIS NOMINATION IS ENDORSED BY COLLEAGUES, CLIENTS, FRIENDS AND EMPLOYEES WHO SHARE AN ENDEARING LOVE AND RESPECT FOR HIM AND BELIEVE IN HIS ABILITY TO DRIVE A SAFE, SUSTAINABLE FUTURE FOR ALL.**

## ORGANISATIONAL HIERACHY OF CREARIS FROM COMPANY WEBSITE



- HOME
  - WHO WE ARE
  - OUR SERVICES
  - OUR LEADERSHIP
  - OUR CLIENTS & PARTNERS
  - SECTORS WE SERVE
- [OUR VALUE POSITIONING](#)    [CONTACT US](#)

# Our Leadership



Crearis Inc. is led by a diverse team of industry experts with a wealth of experience in providing the highest quality services.

## The Directors:





## Angelo Agrizzi

Angelo has navigated diverse and complex sectors of businesses for 35 years, ensuring that he leaves an indelible mark of success wherever he has been.

Having pioneered Full Facilities Management in the early 1980's in the mining industry with the likes of Gencor and Anglo, Angelo was instrumental in redefining the "High-Density Accommodation" sector. With a business aptitude for strategic turnarounds in various industries, Angelo has developed numerous models and tools that facilitate both effective and seamless transitions. Public Private Partnerships embarked amounted to more than R5,6 Billion in Southern Africa and Mozambique.

Angelo's most recent accomplishments can be noted in the performance of the Bosasa Group, now known as African Global, that he developed from a greenfield operational unit employing only 322 people to a multi-national group with 6,515 employees. Angelo believes entrepreneurship in the 21st Century has become more complex than ever before, but this doesn't stop him, as he believes it is only the right people you need.

A handwritten signature in black ink, appearing to be 'K.W.' with a stylized flourish above the 'W'.



## Thabo Sekhokoane

Thabo Sekhokoane started his entrepreneurship journey in 2013 as CEO and Director of *Palcay Trading and Construction*. He has since made a name for himself in the business sector by taking on consulting roles in various companies including *Encospot* and *Mohlophing Consulting*. Thabo currently specialises in business development and holds management positions at several civil & construction, consulting, energy and mining companies. He prides himself in being decisive and strategic when it comes to business – traits that should ensure longevity in the business world. As a shareholder in Crearis Inc., Thabo has also taken a vested interest in local communities and developed sustainable CSI projects.

## The Management Team:

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A handwritten signature in black ink, appearing to read 'T. Sekhokoane'.



**Jason Stoltz**

Jason is a talented, committed and creative individual whose repertoire of achievements over 22 years, including an MBA from the Henley Business School, has landed him in strategic roles including Managing director; Group head: strategic process development; Group head: strategic marketing, Branding and media; National marketing manager and Strategic advisor. He also holds a N:DIP in Strategic Marketing and a PG: DIP in Digital Marketing from DMI in Ireland. Jason's industry experience is grounded in, but certainly not limited to fast-moving consumer goods (FMCG), hospitality, integrated facilities management and ICT-related industries within multiple business sectors.

A handwritten signature in black ink, appearing to be 'A. Stoltz', located in the bottom right corner of the page.



## Julius Botha

Julius is a driven, focused, multi-talented, multi-skilled individual with an eye for detail and an understanding of markets with the ability to strategically manage and implement. He has an Honours Degree in Brand Management and gained experience in a global communications agency, leading consumer electronics brands as well as managing all aspects of marketing for a JSE listed organisation. Julius defines his life journey as that of the IDEA INCUBATOR, which started early on in his career. He has always been drawn to the successes of innovators, entrepreneurs, mentors, leaders and successful businessmen and business women.

A handwritten signature in black ink, appearing to read 'J. Botha'.



## Megan Kronberger

Equipped with an Honours degree in Marketing from the University of Johannesburg, a Diploma in Packaging Technology (IPSA) as well as an International Diploma in Digital Marketing from DMI in Ireland. Megan has represented a number of different industries including airlines, packaging, coatings, FMCG and full facilities, and considers herself innovative with a strategic approach and outcome. She always has her eye on the bigger picture or as she likes to ask, what is the purpose? As everything you do will need to be aligned to this otherwise you are wasting your time and money. Her attitude is, don't think the same because then you will remain the same.

A handwritten signature in black ink, appearing to be 'K.W.' with a flourish.



## Ronnie Lousteau

Ronnie Lousteau is a registered Chartered Human Resources Practitioner. He has over 40 years' experience in all aspects of Human Capital management. He has held positions as senior Human resources manager at Goldfields limited as well as Vice President with Uranium One a Canadian registered mining company. In particular has extensive experience in organisational effectiveness.

A handwritten signature in black ink, appearing to read 'R. Lousteau', located in the bottom right corner of the page.



**Arthur Hand**

With more than 30 years of experience in the Industrial Catering sector in and around SA and Africa, Arthur is sure to know what is cooking. After finishing school and completing his national service he worked in various African countries such as DRC, Mozambique, Swaziland, Namibia and South Africa in operations ranging from health care, mining, industrial, corporate sector, prison feeding, contractor camp catering and full facilities. Under Arthur's direct portfolio, they prepared over 220 000 plates of food daily, as well as manage the full facilities for over 50 000 people in high density accommodation units.

A handwritten signature in black ink, appearing to read 'A. Hand'.

## AGRIZZI EMAIL TO BOSASA AUDITORS BEFORE REQUEST TO RETURN TO BOSASA

Angelo Agrizzi

Thursday, March 8, 2018 at 12:18:15 PM South Africa Standard Time

**Subject:** Points that I needed to clarify for yourself on a personal level - African Global Brian Biebuyck

**Date:** Wednesday, 07 March 2018 at 10:23:06 South Africa Standard Time

**From:** Angelo Agrizzi <angelo@angeloagrizzi.com>

**To:** Nellis Wolmarans C.A.(S.A.) <nellis@dah.co.za>, Philip du Toit <philip@dah.co.za>, Peet Venter <peet@dah.co.za>

**Attachments:** image001.png

Nellis, Philip, Peet

Good Evening,

**PLEASE NOTE HAVING TAKEN INTO CONSIDERATION THE FACT THAT FACES AFRICAN GLOBAL AND THE WHISTLEBLOWERS, THIS IS MERELY TO CLARIFY MY PERSONAL POSITION WITH YOURSELF, AND MUST NOT BE CONSTRUED IN ANY WAY TO INFLUENCE OR COMPROMISE YOUR DEALINGS WITH GAVIN WATSON AND AFRICAN GLOBAL OIR ITS DIRECTORATE, THE CONTENTS WILL NOT GO INTO THE WRONG DOINGS THAT ARE ALLEDGED, BUT MERELY SERVE TO ALLOW ME AN OPPORTUNITY TO CLARIFY AND GIVE MY SIDE, THE FACTS AS THEY ARE AND ONLY PERTAIN TO MY CREDIBILITY AND INTEGRITY WHICH I KNOW HAVE BEEN DENIGRATED BY GAVIN WATSON AND CERTAIN DIRECTORATE AND EMPLOYEES.**

I must stress that the information contained does not in anyway compromise the agreements in place, and is common knowledge to everyone who has been part of the Bosasa Group and associated groups.

**THE CONTENT HEREOF IS SPECIFICALLY PERSONAL TO YOURSELF "WITHOUT PREDUJICE" AND SHOULD IN BOTH PARTIES INTEREST OF PROFFESIONALISM BE KEPT CONFIDENTIAL**

Perhaps this is an oportune moment to clarify a couple of issues, as I believe from credible sources including various Directorate, affidavits and statement presented to me this evening at a supper that you have been told certain mistruths about my departure from the erstwhile African Global, that specifically Gavin Watson has been intent and continues to level serious accusations against my persona and whilst I must say that these have no material impact on myself, my family or my business associates, it is upsetting that a person you worked with diligently would resort to this type of underhandedness. What this does is offer you the opportunity to get a clearer understanding of my integrity, and hopefully you get a clearer understanding of my character.

Where it all started;

1. I commenced with the Dyambu Group some 18 years ago, having identified the group as a potential opportunity for empowerment and the growth I envisaged contributing to the country and the industry I am passionate about. At that stage the Company had approximately 420 employees, and a few smaller contracts, Lindela, Blyvooruitsicht mine and the Mogale Youth Centre.
2. I came from having been part of a listing of the Molope Group, under the leadership of Cyril Ramaphosa and Sam Molope and Richard Grantham (who you can gladly contact) having left them on good terms with shares I then en-cashed to the value of R4,7 Million Rand. In order not to have a conflict of interest my wife Debbie (who worked as my PA) also resigned as my children were just of school-going age, and she also had to take care of her ageing parents. This would avert any conflict of interest as well.
3. The initial 18 months I focused on two things – Marketing, Systems and Standards development, and we had phenomenal growth, in fact we secured the complete Goldfields contract as a direct result of my previous associations with the mine management Wimpie Greef and Ronnie Lousteau (my previous employer whilst I was at GENCOR), who incidentally at 70+ still works for me today at

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**Crearis.**

4. We then managed to secure various other contracts, Randfontein Estates, South African Post Office, ACSA, Hartebeesfontein Gold Mine, SASOL SA, as well as numerous other contracts nationally. More importantly we had transformed this quazi political entity into a formidable group known as Bosasa, an icon in the industry.
5. What is important to note is during this period I also assumed the role of Human Resources and that of Procurement whilst doing the normal Marketing and Strategic development, and for the ensuing two years we took specific interest in developing a brand with systems to match, not necessarily the most advanced but good solid accounting principles, and the company was always cash flush, and focused on customer satisfaction.
6. During 2004, unbeknown to me Danny Mansell and Gavin Watson had worked with various people on the contract known as the Department of Corrections, at that stage I was not aware of any untoward practices. I solely (with the little help from Ishmael Dikane) commenced the operations successfully ensuring at the same time that the group of companies had a consistent return of between 17% and 22%, this continued throughout where I would negotiate the best possible deals from the Company.
7. I was then tasked to commence what is now known as Sondolo It, and Phezulu that implemented R1,2 Billion rands contracts with phenomenal returns of 35%
8. During the initial years, we secured further contracts, and because of the bullish balance sheets and a retained income of in excess of R320 Million Rands, we obviously became the target of many a budding entrepreneur, who would require large sums of funding. One such venture was the controversial Sea Ark Kouga project, a project I vehemently opposed, however I respected Gavin's decision and until late 2008 when I personally refused to compromise on the matter and insisted on its closure, this being after both Andries Van Tonder and myself (in the absence of anyone else including Gavin Watson) had to take out mortgages on our personal homes to be able to make salary payments as we simply had exported all the money to the Sea Ark scamsters David K Wills on Gavin's instruction.
9. During this period we also saw the acquisition of various companies in sectors that were not related to what we were competent at. Examples of these were PermaPipe, Enterprise Support, F&R Phakisa, Phavisworld, Cutting Edge Technologies etc., Companies that we owned 80% of but in effect didn't run, and that leached profits and equity on a large scale, probably a further R120 Million. It got to a point where I personally stopped the process of funding them and disposed of them. Both Carlos Bonifacio, Brian Biebuyck, Andries Van Tonder and Gavin Watson will attest to the fact that I personally transferred the cash from certain of these entities (R23 Million) against their will to Bosasa, and eventually was responsible to dispose of them. In all these instances these companies were never valued (despite my constant advice) when purchased by Gavin Watson.
10. Knowing that Gavin's entrepreneurship couldn't be bridled and was in my opinion somewhat risky, I consulted with the banks together with Andries Van Tonder and Carlos Bonifacio pleading with them to put a clause in our facility limiting any acquisitions on any new ventures to R5 Million requiring pre-approval with due diligences as a condition, to try and subtly avoid letting Gavin fall prey to bad business practices. One specific instance was a one man show CC called BuildAll which was procured for R15 Million rands, for two old pick up vehicles, a few spades, wheelbarrows and a bit of goodwill, no forecasted income and definitely not a viable concern. The due diligence proved that even with forecasted business the value was no more than R720,000 (records are available), I then insisted on and embarked on successfully recovering R3 Million Rand reducing the cost to R12 Million (Albeit still a complete loss, as it closed down 12 months later).
11. Bosasa was then approached by a gentleman called Russel Leigh, who managed a grouping called "Dealstream", this was on recommendation of Gavin Watson and his family, a dire situation that both Andries Van Tonder and myself were vehemently opposed to as we couldn't understand the business offering, despite our attempts to reason with Gavin and his family (Valance) we were forced to make payments to them, obviously we incurred a further loss of R45 Million Rand, a PONZI scheme that Gavin Watson had fallen prey to. None the less we ensured that the integrity of



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the group was maintained albeit we were castigated by the banks for being reckless. Brian Biebuyck will be able to provide insight as in desperation as always we reverted to his counsel.

The aforementioned are just a brief synopsis of my dealings at the time, not necessarily the best "Stanford Case study" but a solid attempt having been part of a team that eventually built up a company that had good profits, no debt, and that showed a constant return and growth.

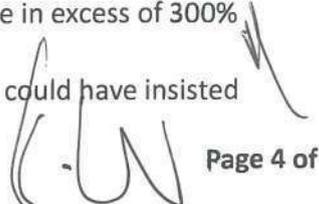
Nellis, the reality is the following regarding my departure;

1. I resigned officially in August 2016 to take up a position as the CEO with the Compass Group, for Africa and the UAE, a position I had not applied for but was asked to take on by Andre Du Chenne the outgoing Chairman (whom I previously worked for at KKS), and I took up office, to ensure a clean break from Bosasa.
2. I was inundated with messages and calls from Gavin Watson, and eventually Cheeky Watson was sent as an emissary by Gavin with Brian Biebuyck tying up the contractual side of the contract to make an offer to retain me, and to ensure I retake control of the Bosasa Group of Companies. In fact a meeting was then convened with Gavin Watson at the Michelangelo where he pleaded with me to return for a large sum of money to be paid directly and various other perks, including an astronomical salary and benefits.
3. It was also agreed as per my contract, signed by all the relevant parties that I would be employed for a period no less than 10 years, with an substantial annual retention fee, not performance related at all this was done secretly with Brian Biebuyck, Peet Venter and Cheeky Watson underpinned by suretyships and by related companies.
4. Gavin on his own account ensured that share incentives were also put on offer, where shares would be given at no cost in two entities. This matter was in accordance to our agreement to be kept confidential from Directors, and the details can be obtained from the interested parties. I have recorded incidents that Gavin Watson has disclosed what was supposed to be a "secret deal", and as a result of my personal conviction will not divulge the details thereof. You are however free to get the details from P Venter, B Biebuyck and G Watson who will have a copy thereof.
5. The Watson family attended my son's wedding late November 2016, and soon thereafter I then enquired about my shareholding which had not been forthcoming, the opinion of the Watson's children I am told was they felt he paid far too much for my business acumen.
6. I went on leave on the 15<sup>th</sup> December after we had ensured that we had paid all staff salaries and the first ever annual bonus to all the employees and a still healthy bank balance remained.
7. At that stage we were in the process of negotiating the DCS contract, and had in my opinion secured a lucrative deal, this was confirmed by the Head of Finance, albeit we were advised that three management areas not allocated to us was unfair and needed a legal review.
8. On the 26<sup>th</sup> December I checked myself into the Life Fourways hospital as I hadn't been feeling well, and had postponed doing anything about because of my workload and commitment.
9. For business continuity I against the Physicians and my families orders I also called a meeting with the Bosasa Directorate in the hospital to notify them of the prognosis, and gave various instructions on what to do in terms of the DCS negotiations, in the interest of the business and its people. This is even though the medical opinion was that I might not survive the procedure that had to be done.
10. Having realized the severity of the health issue being a tumor on the heart I agreed to be operated on, and was resuscitated after having died in theatre a few times due to the intensity of the operation, I was unconscious for five days, on dialysis and ventilator, at that stage my family had been told that I would not make it as I had severe renal failure, a collapsed lung and my organs had started to shut down. By the grace of The Lord, I was brought out of a coma, and was incubated for recovery.
11. The facts are as follows, whilst I was in a coma, a call was made to Philip Putzinger, who will attest to it that Gavin Watson personally wanted to claim on my "Key Man" insurance in the event of

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death or disability, taken out on behalf of myself, this was to ensure a quick payout no doubt whilst the family was in distress. This was never agreed, in fact it was always agreed that the proceeds of any "Key Man" insurance would only be paid to the family, otherwise I would never have agreed to it. Gavin denied the fact consistently until we had a meeting in July 2017 where I presented the facts and he had to admit that that he did try to do it. Until then I did not believe my wife and physician that Gavin Watson was actually be capable of doing that, but it now also explained why he refused to meet with me, in contravention of the contract. Only once I had spoken to Andries van Tonder and a personal discussion with Philip Putzinger the Ambiton broker was this revealed and confirmed.

12. Late December 2016 and during January 2017 on Gavin Watsons agreement we proceeded to take legal action against the Department of Corrections, via Brian Biebuyck, Gavin and the Directors visited my home where I was still working on the legal brief with Brian Biebuyck whilst on oxygen and attended to at home by a nurse and physician – merely because I had the Companies interest at heart. The fact is that **Gavin Watson** retracted on the advice from both attorney and senior counsel, and **opted for that of his directorate contingent to withdraw what was a watertight case.** Against my will discounted the contract by a further R15 Million per month "to keep the client happy" which was not necessary as they had accepted our pricing already, and advised Gavin Watson strongly against doing it. To rectify the matter, and protect the profitability I offered to assist in recovering the R15 Million via a treasury review process, Gavin refused my assistance, Brian Biebuyck is aware of the fact that the offer was rejected by Gavin Watson. It is specifically that decision as well as others that has impacted the financial viability of the contract, and hence when the three gentleman approached me, I thought the most efficient and effective way to contain disgruntled employees was to manage an entity that could make them a decent living, whilst averting losses incurred for the group of companies as a result of the fact that they had dismissed all the skills required to make it a success.
13. I returned to South Africa after a month's holiday and after having stayed for two weeks at specialist center in Miami, Florida for specialized treatment. I had lost 20kg's regained my full health and was declared fit for work and ready – The physicians were astounded at my recovery, this was attested to by a thorough medical examination MRI and CT Scans as well as confirmatory letters prepared by no less than four specialists in South Africa.
14. I was then surprisingly told by Brian Biebuyck that **Gavin wanted to buy out my contract**, I was not to return to office and that **he was prepared to make lump sum payments and keep me on the payroll for a period of time** (the contents of which I personally cannot divulge, but was coordinated by Peet Venter of Consilium, Brian Biebuyck and Gavin Watson) once more I have affidavits in my possession that contrary to the agreement **Gavin Watson hasn't kept the details at all confidential**, however as testimony to my agreement with them, I will not contravene this. Albeit I have mentioned this on numerous occasions to Brian Biebuyck, it is clear that Gavin Watson doesn't understand he is in breach by constantly attacking my credibility and divulging contents of our agreement.
15. At no stage was any reason whatsoever given, other that I was a liability and could have put the DCS contract into jeopardy, due to the rightful legal challenge made albeit it was on the instruction of Gavin Watson and factually based. Note that numerous other companies challenge the Departments on a legal basis, the PFMA doesn't allow for discrimination or predujice on these matters and to-date no company has lost a contract due to the fact that legal challenges are put forward. Bosasa was never at risk of losing the contract as it had been awarded the contract via a bona fide process.
16. I was well aware of the fact that the **"new" proposed exit agreement discounted what my future earnings were on the initial agreement**, but I came to terms with the fact that I actually didn't want to be in an environment where my health, religious conviction and family would continually be compromised, so I acceded to the negotiations albeit in fact the result would be in excess of 300% less than what I had initially had contracted.
17. **I must emphasize the initial contract was in fact watertight**, and if I wanted to I could have insisted



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on more, I however felt that if Gavin Watson did not see worth in me, I was not about to prove anything, the growth and success of the last 18 years would be testimony enough. As an Auditor It would be an interesting comparison to look at actual trading results 2013/2014 & 2015/2016 and the current results, obviously less the scientific inputs on questionable resources and valuations. No amount of BI can substitute good old accounting, income vs expenses vs cash in the bank.

18. I then commenced with various startups, to include people (all of whom have shareholding) that had been victim to targeted retrenchments because of their proximity to myself, and started the following entities that have proven to within six months be self-sustaining based on good corporate governance and strong ethics, these you can peruse at your leisure;

- a. [www.crearisinc.com](http://www.crearisinc.com) – a unique bespoke solutions branding company
- b. [www.angeloagrizzi.com](http://www.angeloagrizzi.com) – a consulting firm with clients both local and international
- c. [www.semeg.co.za](http://www.semeg.co.za) – a company that manufactures and supplies transformers and electro solutions to mines etc. internationally
- d. [www.hamptonrealty.co.za](http://www.hamptonrealty.co.za) – a bespoke estate agency – branches Sandton, East Rand, Roodepoort Horizon View and Steyn City
- e. [www.propertymatcher.co.za](http://www.propertymatcher.co.za) – similar to Property 24, and currently a competitor with them and geared ready for a buy out

*The aforementioned are all self-funded, with no encumbered assets, and currently employ 25, mostly the retrenched people, I specifically veered away from anything to do with the Bosasa Group merely because I wanted to maintain integrity. Brian Biebuyck is also aware that albeit I have been offered a lucrative position with other competitive larger groups I have opted to remain out of the sectors occupied by the Watsons.*

19. During the latter part of November 2017, I was requested by Brian Biebuyck to intervene and contact the three gentleman – Andries Van Tonder, Frans Vorster and Leon Van Tonder who opted with the primary intent the to clear their names in the public arena. I stopped them from going about the process in a haphazard matter that if not handled correctly could adversely affect both the Group and the employees, people who I hold dear to my heart as they served me faithfully for 18 years under my leadership. I must however re-iterate as I did with Brian Biebuyck I will not idly sit back and watch people be hurt and mistreated, a principle my family has always stood for.

Nellis, in short a lot said, the main reason I have given you an overview is to explain the facts, who I am and what I have always stood for, a summation of my role in the Bosasa Group. I don't owe you any explanation but feel strongly that if someone, especially Gavin Watson or any person at Bosasa should place doubt on my integrity or good standing and insinuate I am a petty thief or criminal extortionist I have a fundamental objection with the manner in which they do it, "behind my back and conservative with the truth". to blatantly suit the blame on someone other than themselves.

Should the facts as set out are questioned I will gladly avail myself to in the presence of all the directorate, Brian Biebuyck and Gavin Watson defend the truth and my integrity.

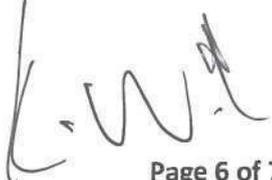
On numerous occasions I have opted to remain silent when accusations are levelled at both me and my family, however I would like to assure you that the facts remain as follows;

- A. During my tenure at Bosasa my performance, integrity was never questioned, nor was I ever accused of making incorrect decisions that could in any way harm any person, the Company or the Watsons.
- B. Louis Passano and his wife have made allegations pertaining to funds siphoned off the Company, I can assure you this is not true, Gavin Watson instructed every single transaction and this can be accounted for, I can also attest to the loyalty, commitment and honesty of Andries Van Tonder and various other employees. In fact the erstwhile Dr Jurgen Smith, said that after working with us for

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18 years he knew that our hearts were for the business and the people. I must just add Louis Passano after having left the company in 2007 (estimate) was re-employed by myself, after having put what he had done aside I visited him personally at hospital after he had an accident, re-employed him against the advice of Carlos Bonifacio, Gavin Watson and the complete board of Directors, and mentored and coached him, even loaned him money to purchase an engagement ring for his wife. Despite the fact that I coached and counselled Mr. Passano, through his sequestration and court case where he received a suspended sentence, he see it fit to conjure up innuendoes with Gavin Watson that I have unduly benefitted from the Company.

- C. I have been accused of taking bribes and backhanders for a coffee machine installed at the boardroom, for furniture as well as from a clothing supplier, to date no facts have been presented to me, besides I didn't order a coffee machine and the furniture was from a supplier my wife dealt with, the total costs of which was R1,7 Million, surely I wouldn't risk my untainted reputation for even a 30% backhander?
- D. I don't want to see the demise of the Bosasa Group – in fact if Bosasa does not succeed, it affects certain of my payments due to me for a few years to come, hence I have always offered my support in resolving issues, such as media leaks etc., Brian Biebuyck will attest to this.
- E. I run a successful and God Fearing household, one that is respected and revered, and one that has been blessed, my wife has had numerous successful entities and our lifestyle is modest at best. Every year I am duly audited by SARS as a result of my affiliation to Bosasa, I have never been found wanting. In the Watsons opinion, albeit they knew I had Ferrari's for a while and was integrally involved with the Ferrari group they are now obsessed with the fact that I now own four Ferrari's, and have on order the latest 812 Superfast, this is as a result of the blessings on our family and wise investments in various platforms, Brian Biebuyck is well aware of all these things. My passion has always been for Ferrari and is used for sponsored track days for driving instruction and training as well to attend to children that aspire to have a drive in one this is made a reality for them by people such as myself, from the Choc Foundation, Reach for a Dream to Sunflower Fund as well as having received personal accolades from Discovery Chief Executive Officer for my work with the "Last Tour" for Jewish children from all over the world. Believe me Gavin Watson was well aware of how I acquired my vehicles, in fact he has driven with me as has members of his family, Gavin has even attended the Ferrari tours in Italy with me, as well as being an honoree VVIP guest in Abu Dhabi at the very exclusive Ferrari Lounge during the Grand Prix, and had supper with the President of Southern Equatorial Ferrari Association – so to now claim that my fortune was ill gotten begs of being very conservative with the truth.
- F. I have a phenomenal pool of friends – Gavin and Brian are aware of, from the Ferrari club who are mostly captains of industry, to directors, CEO's and even personalities such as Derek Watts, Jo-Anne Josephs, the controversial Adriaan Basson, Dr Denise Bjorkman and the list goes on. It is clear that the fact that I have a few Ferrari's is a major bone of contention, ever since I've left Bosasa, I cannot fathom why.
- G. Gavin Watson and Papa Leshabane have even taken the matter to a level unheard of, and insinuated and stated that my son Giancarlo was a drug addict and dealt drugs at the Youth Centers, Giancarlo at the stage was completing his Masters in Politics and Economics, was the youngest ever Secretary of the ANC Caucus in Gauteng, often presenting the ANC on live national



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TV, and has now pursuant to completing his Masters Magna Cum consults to HSBC on an international level, whilst attending to a business of his own, consulting on mine and has already started his thesis for his Doctorate at Wits University, a far cry from a drug addict as purported by Watson and Leshabane, in fact Giancarlo has been approached to head up an International desk which he is contemplating.

- H. If at any stage since my initial resignation, after Gavin begged me to return and manage the company there was any truth in the allegations levelled, why is it that the Company never instituted disciplinary hearings, or even opened up a case of fraud or theft?, simply put there was none.
- I. If there was any doubt as to my integrity, why is it that I have availed myself to Mr. Watson via Mr. Biebuyck on a few occasions to undergo lifestyle audits etc., and nothing has been forthcoming for the past eighteen months since Mr. Watson, Passano and the kids have made the misrepresentations?
- J. I have been accused of drafting news articles, legal arguments on behalf of Solidarity and AfriForum (a fact denied in writing by the General Secretary of Afriforum / Solidarity) as well as setting up Dudu Myeni, Nomvula Mokonyane as part of a political ploy, offering shares via my brother in SEMEG to Richmond Mti, to even arranging to key Mr. Watsons BMW. I have supposedly also been involved with numerous scams, making inappropriate calls to people threatening them of which I have to date not received any proof pursuant to me requesting the same. I have however provided proof of "death threats" made on myself and my family, bogus callers purporting to be investigators and have recorded and forwarded all these recordings as proof. These recordings I can gladly forward you if need be.

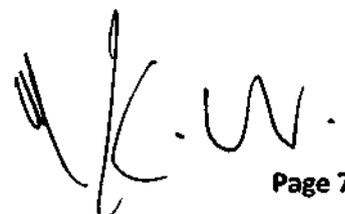
Nellis, once more I reiterate you are welcome to make your own conclusions, and perhaps it is time to allow you to have a more balanced view on my integrity and standing whilst I was at Bosasa , and whilst this might not give you comfort on the current predicament, be assured of my best intentions to remedy and salvage what otherwise could have been extremely counterproductive and destructive.

I would gladly avail myself within the conscript of good governance and without contravening any stipulations of my agreement with Brian Biebuyck, Gavin Watson or the Bosasa Group to attend to questions relating to the accusations made about my conduct. I have no doubt the same mistruths and attack on my character will be undertaken with the banking fraternity, which I will endeavor to address accordingly.

You will understand I have given my word to Brian Biebuyck to avert discussions with yourselves pertaining to the Van Tonders' and Vorster versus African Global matter, and I will not transgress it at this stage. Brian Biebuyck is also aware of the un-warranted attack I have endured and has on numerous occasions requested in merely be the "better person" and let it be.

I trust this clears up some of the mis representations that have been communicated to you, and have duly copied both Gavin Watsons legal counsel as well as mine into this letter.

Kind Regards



## EXTRACT OF AGRIZZI ORAL EVIDENCE AT COMMISSION EA197

28 MARCH 2019 – DAY 75

**ADV PAUL JOSEPH PRETORIUS SC:** All right.

**CHAIRPERSON:** Okay, you said we got what page, Mr Pretorius?

**ADV PAUL JOSEPH PRETORIUS SC:** Page 26.

**CHAIRPERSON:** Okay. H'm.

**ADV PAUL JOSEPH PRETORIUS SC:** You begin by clarifying the position or positions you held at Bosasa.

**MR ANGELO AGRIZZI:** And I think it is important, Chair to clarify the position I held at Bosasa. So, the position I held at Bosasa was of Chief Operations Officer. Sometimes it was called Group Chief Operations Officer, but whatever it was called the name and the position of Gavin Watson was never ever mentioned in for instance their SIU report, nor did it, you know, mention that my influence is very limited, in actual fact.

I was never ever registered as a director. Even though, I was theoretically an office bearer, but I was not registered as a director. Nor was I at any stage a shareholder in the Bosasa Group of Companies, whereas in the SIU report, it actually eludes to me being the CEO and a shareholder as well.

I just want to clarify that, but ultimately I reported to a board of directors and I reported to the Chief Executive Officer who was also the shareholder, Gavin Watson. That was the reporting line. There were very strict and stringent rules.

My normal course of business and duties would include making operational decisions within constraints. I want to get away from this myth that I ran the company. I never ran the company. I had no aspirations, nor do I have any aspirations to run that kind of company, but I would still have to consult with each division.

So, my responsibility, even as a Group Chief Operations Officer, I would still have to consult with every single divisional director before I could take any decision whatsoever.



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I could not just make a decision on for instance who do we employee. That was not allowed. I will get backlash from Human Resources. Especially, from Papa Leshabane. I was not allowed to argue... You know, I could provide a CV and say I feel this person would be of assistance, but I was never allowed to make the final decision on it.

I did not have access to any bank accounts in the company or the financial packages used. So, if you talk about Great Plains, what I know about Great Plains is I would query invoices that would come to me and the accountants would come with all the Great Plains documentation and show me what was happening, so that I  
10 understood it better.

But I had no access whatsoever to financial records. Nor I did have any access... And in fact, the directors themselves do not have access to the financial records of the company. They never have had access to the bank accounts.

So, they do not know... The only person that had access to the bank accounts was the financial accountant who was put in that position and in the case of the financials and the bank accounts, it was Andries van Tonder and Carlos Bonifacio and Tony Perry.

So, if I wanted to request information like profits and losses of the companies, I would have had to get that directly from accounts. I would have to  
20 request it via Gavin Watson and say: Look, I want to know what the profits are. What the costs are incurred. And this was a rule for everybody. No director was allowed to go and ask what the figures were in the company. It was just a no, no.

The payment regimes and protocols required numerous signatures. So, you would have at least four to six signatures on a document to be able to get a payment through and to get an order through.



EA199  
28 MARCH 2019 – DAY 75

So, it would require no less than two other signatures. So, you would need the originator's signature, the person who is placing the order plus it would need two other signatures. One of which had to be the chief accountant and the director.

So, what I am trying to explain, Chair is that, if we go into the records and we compare the records and what actually happened. Except for the cash, everything else had to be controlled.

So, the payment regimes and the protocols required numerous signatures for sign off and request forwarded by myself would require no less than two other signatories, as well as those of the chief accountant and that.

10 Now, Chair what is very important for me to note is that I was never allowed to attend a meeting with anybody with the exception of Patrick Gillingham and Neil Radhakrishna and Gavin Watson, without having a director with me.

**CHAIRPERSON:** Was that the position throughout your time at Bosasa or only from a certain to a certain time?

**MR ANGELO AGRIZZI:** No, it has been the position from day one at Bosasa and I will tell you why. Gavin Watson said: You have to be like disciples. Christ sent them out in two's. So, if one falls the other one picks them up. I can show you documentation on their website, if it is still up, on that.

20 That he always wanted two people to attend a meeting. Except if it was a sensitive meeting like with Patrick Gillingham where one person would handle him, but in every single meeting there had to be somebody with me.

So, there was no possibility I could bribe somebody. Unless, somebody can come to the commission and say I was with Angelo when Angelo physically bribed somebody and convinced them to do untoward things.



EA200

**AUTHORITY OF AGRIZZI AND VAN TONDER IN 2006 TO BIND THE COMPANY  
IN ANY MATTER WHATSOEVER WITHOUT DIRECTOR APPROVAL**

**DIRECTORS MEETING**

**MINUTES OF A MEETING OF DIRECTORS OF BOSASA OPERATIONS (PTY)  
LTD HELD AT 1 WINDSOR ROAD, LUIPAARDSVLEI, MOGALE CITY ON  
WEDNESDAY, 1 FEBRUARY 2006**

---

- PRESENT:** Dr EM Chabula (Ms)  
J Gumede  
PF Leshabane  
NLT Makoko (Ms)  
MCF Mkele (Ms)  
TI Mncwaba  
GJ Watson  
JSA Leyds
- IN ATTENDANCE:** T A Perry – Company Secretary
- BY INVITATION:** A Agrizzi  
A van Tonder  
L Gouws
- NOTICE OF MEETING:** Notice of the meeting having been given in terms of the Companies Act and the Memorandum and Articles of Association – the notice was taken as read.
- CHAIRPERSON:** Dr EM Chabula assisted by Mr GJ Watson C.E.O.
- RESOLUTIONS:** The following matters were discussed, accepted and resolved.
1. That the following director, as appointed by the Shareholders in the Annual General Meeting be appointed to the board, namely  
JSA Leyds.
  2. That the authorities of  
A Agrizzi  
J Gumede  
TA Perry  
JG Smith  
AJ van Tonder  
GJ Watson  
and  
NLT Makoko – to be added  
JSA Leyds – to be added  
to sign any documents and do all things as may effect and/or  
bind the company and/or any of its subsidiary companies in any  
matter whatsoever be and is hereby confirmed.
  3. That the authorities of:  
A Agrizzi  
J Gumede  
NLT Makoko



EA201

TI Mncwaba

TA Perry

JG Smith

AJ van Tonder

GJ Watson

and

JSA Leyds – to be added

to open bank accounts, and deal with financial institutions in any matter regarding finance and to sign cheques for and on behalf of the Company, its subsidiaries and associates provided that two of the foregoing shall always sign such documents/cheques be and is hereby confirmed.

4. That the Public Officer of the company and/or the Group Financial Officer be authorised to sign all Income tax returns for and on behalf of the company, its subsidiaries and affiliates.
5. The Group Financial Officer and/or the Company Secretary to be authorised to sign inter-company loan account balances for and on behalf of the Company and its subsidiary companies as required by Audit. The Company Secretary having confirmed that all inter-company balances had been balanced by both the Finance Department (Angela Rogers) and the auditors.
6. That Frans Vorster be appointed Bosasa Group Officer with responsibility for all matters in respect of Company vehicles including purchase, registration, fines etc, for and on behalf of the Company.
7. That Mr Terence Anthony Perry (ID No: 470116 5047 08 4) is hereby authorised to sign all necessary documentation etc to give effect to the resolutions contained in these minutes.

There being no further business, the meeting closed.

Read and confirmed a true and fair record of the proceedings.



CHAIRPERSON

ATTENDANCE REGISTER  
(AS ATTACHED).



EA202

**AUTHORITY OF AGRIZZI AND VAN TONDER IN 2016 TO BIND THE COMPANY  
IN ANY MATTER WHATSOEVER WITHOUT DIRECTOR APPROVAL**

**BOSASA EMPOWERMENT AND MANAGEMENT SERVICES  
(PTY) LTD**

**REGISTRATION NO. 1999/020406/07**

**AND**

**BOSASA OPERATIONS (PTY) LTD**

**REGISTRATION NO. 1981/012426/07**

**ROUND ROBIN RESOLUTION OF THE DIRECTORS OF THE  
COMPANIES PASSED AT KRUGERSDORP ON THURSDAY, 14  
APRIL 2016**

**AUTHORISED**

**AUTHORITIES AND  
ADMINISTRATIVE**

**MATTERS:**

**RESOLVED THAT:**

Approval is hereby granted by the Board of Directors of the above Companies in respect of the below Authorities:-

**1. The authorities of:-**

**A Agrizzi**

J Gumede

PF Leshabane

JSA Leyds

NLT Makoko

TI Dikani

**AJ van Tonder**

GJ Watson

**To sign any documents and do all things as may affect  
and/or bind the company and/or any of its subsidiary  
companies in any manner whatsoever.**

The Appointed Authorities are:-

- To sign any documents and/or to do all things that may be done by Directors and Shareholders in terms of the Companies Act and/or the Company's Memorandum and Articles of Association as may affect and/or bind the Company in any manner whatsoever, including any legal documents and/or contracts, including instituting or

*K-W*

EA203

defending any action or motion proceedings for and on behalf of the Company or its subsidiaries.

- To exercise on behalf of the Company, subject to all applicable legislation as amended from time to time, such powers and perform such functions, as to execute all such actions as may be necessary or required to conduct, manage, carry on and promote the business of the Company, including but not limited to:-
  - Signing any legal documents and/or contracts.
  - Negotiate and/or finalise the terms of any deed, document and/or contract.
  - To execute any functions that may be necessary to give effect to the terms of any deeds, documents and/or contracts.
  - To sign any documents for purposes of instituting or defending any legal proceedings by or against the companies or its subsidiaries.

**But excluding the authority to open bank accounts and deal with financial institutions and to sign cheques for and on behalf of the Company.**

2. **The authorities of :-**

A Agrizzi

J Gumede

PF Leshabane

JSA Leyds

NLT Makoko

TI Dikani

AJ van Tonder

GJ Watson

C Bonifacio

CT Jansen van Rensburg

JR van Zyl

**To open bank accounts, and deal with financial institutions in any matter regarding finance and to sign cheques for and on behalf of the Company, its subsidiaries and associates provided that two of the foregoing shall always sign such documents/cheques.**



3. That the authorities of any one of :

Angelo Agrizzi

Andries van Tonder

In respect of WesBank, a division of FirstRand Bank Limited, sign, from time to time, namely:

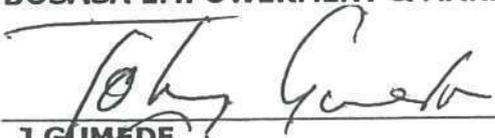
- Standard With or Without Recourse Discounting and/or Provisional and Agency and/or Lease and/or Instalment Sale and/or Rental and/or Loan and/or Purchase and Sale and/or Sale and Lease Back and/or Full Maintenance Rental and/or Full Maintenance Operating Rental and/or Card Agreement/s and/or Electronic Agreement through the Bank ' s website.

4. That the Public Officer of the company and/or the Group Financial Officer be authorised to sign all Income tax returns for and on behalf of the company, its subsidiaries and affiliates.

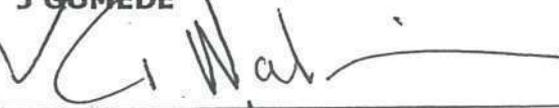
5. The Composition of the Remuneration Committee to be PF Leshabane (Chairman), all directors, CFO, HR Heads and Senior HR Practitioners as well as Chief Operations Officer (COO) plus nominated representatives from Kgwerano Financial Services (Pty) Ltd, including an independent representative.

**DIRECTORS**

**BOSASA EMPOWERMENT & MANAGEMENT SERVICES (PTY) LTD**

  
 \_\_\_\_\_  
**J GUMEDE**

*See attached signature*  
 \_\_\_\_\_  
**M OLIVERIA (MS)**

  
 \_\_\_\_\_  
**GJ WATSON**

  
 \_\_\_\_\_  
**NLT MAKOKO (MS)**

  
 \_\_\_\_\_  
**T. DYKANI**



11/11/2019

Companies and Intellectual Property Commission (CIPC): eServices

EA205



Companies and Intellectual Property Commission - eServices

9475800

# CC AGRIZZI AND VAN TONDER USED TO STEAL FROM BOSASA

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## CIPC ENTITY SEARCH

Enterprise No. ▼ B1999009850



Enterprise Details | Director Details | Annual Return Details | Enterprise History

### Enterprise Details

Enterprise Number	B1999009850
Enterprise Name	SINKROPROP NO 8
Enterprise Type	Close Corporation
Enterprise Status	Voluntary Liquidation
Compliance Notice Status	NONE
Registration Date	1999-02-23

#### PHYSICAL ADDRESS:

BOSASA HOUSE 1  
1 WINDSOR ROAD  
LUIPAARSVLEI  
KRUGERSDORP  
1739

#### POSTAL ADDRESS:

PRIVATE BAG 2002  
KRUGERSDORP

1740



11/11/2019

Companies and Intellectual Property Commission (CIPC): eServices

EA206



Companies and Intellectual Property Commission - eServices

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CIPC ENTITY SEARCH

Enterprise No. B1999009850



Enterprise Details Director Details Annual Return Details Enterprise History

Registered Directors / Members

ID / Passport Number	Name(s)	Surname	Type	Status
671203 XXXX 08 X	ANGELO	AGRIZZI	Member	Active
690416 XXXX 08 X	ANDRIES JOHANNES	VAN TONDER	Member	Active

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*Handwritten signature*



EA207

SINKROPROP NO 8 CC  
CC no. 1999/009850/23

Setperk Road  
Ruimsig

Tel: 011 662 6000  
Fax: 011 662 6320

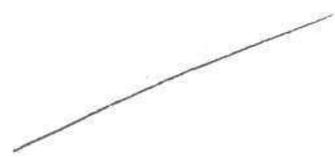
To: Leading Prospect Trading (Pty) Ltd  
Mogale City

Date: 10 March 2009

TAX INVOICE

Invoice Number: 09/03

	DESCRIPTION		TOTAL
	Professional property services rendered Special purpose building re-capitalization   CONSULTING ON THE ESTABLISHMENT & GROWTH OF THE ENT. 10/3/09		R 613 500.00
	TOTAL		R 613 500.00




THE 2 SIGNATURES ON THE DOCUMENT ARE THOSE OF AGRIZZI AND VAN TONDER

EXTRACTS OF AGRIZZI ORAL EVIDENCE AT THE COMMISSION RELATING  
TO NOMVULA MOKONYANE

EA208

21 JANUARY 2019 – DAY 37

**ADV PAUL PRETORIUS SC:** You did not limit it specifically to money paid to Ms Mokonyane.

**MR ANGELO AGRIZZI:** That is right, Chair.

**ADV PAUL PRETORIUS SC:** Now if someone reads your evidence they may seize upon the statement to say, but Mr Agrizzi himself said that they received no return for money paid. Now are you referring in that sense to Ms Mokonyane's circumstances or are you suggesting that Bosasa got little benefit for the bribes paid about which you have spoken in the last week?

**MR ANGELO AGRIZZI:** Chair, in the context of getting business there was no benefit.

10 **MR ANGELO AGRIZZI:** In the context of stopping the SIU report there was no benefit whatsoever. It was a waste of time and effort to try and corrupt somebody.

**CHAIRPERSON:** Now let me put it this way. Am I to understand your evidence to be to the effect that you complained to Mr Watson on that occasion that you have talked about that Bosasa has paid a lot of money to Ms Mokonyane, but Bosasa was – Ms Mokonyane was not giving Bosasa anything?

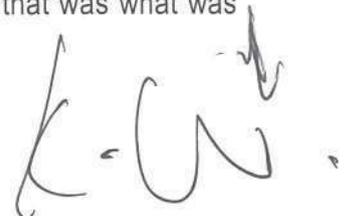
**MR ANGELO AGRIZZI:** 100% correct, Chair.

**CHAIRPERSON:** And this had happened over a long period of time?

**MR ANGELO AGRIZZI:** That is correct, Chair.

20 **CHAIRPERSON:** Yes, okay, and what did Mr Watson say when you said we are wasting money, we are paying her a lot of money, but we are not getting anything, she is not passing contracts to our side, or you know making sure that we get some business from her department, what did Mr Watson say in relation to this? His response?

**MR ANGELO AGRIZZI:** He told me that she had a lot of clout and if we stopped doing here, I cannot use the word here, we would have a lot of problems that was what was



EA209

21 JANUARY 2019 – DAY 37

we pay bribes if we are not going to get anything back? But later on you said your point was we should not be doing bribes. So I just want to see whether you want to clarify that for me? So it is two different impression I am getting.

**MR ANGELO AGRIZZI:** Yes, Chair, let me put it into perspective, maybe you will understand. I just come back with Mr Watson, I would drive his car, I would drive all the way back from Summerfields where Mr Matisda is and we were driving in the car and we were discussing the SIU investigation and the NPA and all of that. In the car I said to him, "has this all been worth it? Do you honestly believe that paying bribes and being politically connected actually helps you get business"? We then went and we  
10 parked and we were still talking outside Ms Mokonyane's house in Krugersdorp and my question to him was "here is a classic example of someone that we have been paying, paying, paying, has not delivered squat", does that maybe explain the context of the whole thing?

**CHAIRPERSON:** I am not sure, but Mr Pretorius may proceed.

**ADV PAUL PRETORIUS SC:** Thank you. Let us wrap this up briefly Mr Agrizzi. You say quite clearly and you confirmed that you meant to say I pointed out that a lot of money had been paid to Mokonyane with no return to Bosasa?

**MR ANGELO AGRIZZI:** That is correct.

**ADV PAUL PRETORIUS SC:** So you pay money to a government official and you get  
20 nothing in return. You say she delivered squat?

**MR ANGELO AGRIZZI:** Correct.

**ADV PAUL PRETORIUS SC:** You then go on to speak about running the business in another manner, do you see that?

**MR ANGELO AGRIZZI:** Yes.

**ADV PAUL PRETORIUS SC:** May I suggest to you that the first part of



EA210  
21 JANUARY 2019 – DAY 37

when we get nothing in return. Were you making both points, were you making only the one point namely why should we continue paying bribes, or were you making both points?

**MR ANGELO AGRIZZI:** Chair, the point I was making was quite simply we need to stop paying bribes, because it serves no purpose and we get nothing in return. That was the point I was trying to make.

**CHAIRPERSON:** Of course from Bosasa's point of view based on evidence that you have given last week, paying bribes served a good purpose for them when they got a lot of contracts and a lot of contracts were extended without tender and without  
10 competition. That part has to be true that it served a good purpose for them. It was an illegal purpose, but it was a good purpose for them, is it not?

**MR ANGELO AGRIZZI:** Chair, you are 100% correct, but how many people did it hurt and kill in the process? That is the sad part.

**CHAIRPERSON:** Yes, okay, thank you.

**ADV PAUL PRETORIUS SC:** Yes, well Mr Agrizzi let us conclude this debate about the science of bribery and Bosasa. You made two points in 22.13?

**MR ANGELO AGRIZZI:** Correct.

**ADV PAUL PRETORIUS SC:** So one is that you were paying money to Ms Mokoyane and you were not receiving any benefit?

20 **MR ANGELO AGRIZZI:** That is correct.

**ADV PAUL PRETORIUS SC:** The second is you questioned the policy of paying bribes in order to secure business?

**MR ANGELO AGRIZZI:** That is correct.

**ADV PAUL PRETORIUS SC:** And there was another way of doing business, which was a legitimate way?



EA211  
21 JANUARY 2019 – DAY 37

**CHAIRPERSON:** Yes, it is. We are going to take the lunch adjournment now and we will resume at 15:00. We adjourn.

**ADJOURNS FOR LUNCH**

**HEARING RESUMES**

**CHAIRPERSON:** Yes Mr Pretorius.

**ADV PAUL PRETORIUS SC:** Thank you Chair. Mr Agrizzi you were telling us before the long adjournment of payments made to the officials of the department or to officials within the Department of Justice and Constitutional Development. Do you recall that?

**MR ANGELO AGRIZZI:** I do. Chair I would like to ask a question at this stage,  
10 request.

**CHAIRPERSON:** Or make a request, ja.

**MR ANGELO AGRIZZI:** Make a request.

**CHAIRPERSON:** Ja.

**MR ANGELO AGRIZZI:** The request is during lunch I was thinking about the testimony in terms of 22.7 and 22 and I feel that it would be an injustice if I do not tell you and explain a little bit more onto that.

**CHAIRPERSON:** Yes.

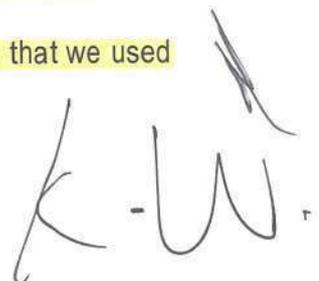
**MR ANGELO AGRIZZI:** So if I could attend to that first.

**CHAIRPERSON:** Yes, no that is fine.

20 **MR ANGELO AGRIZZI:** Alright.

**CHAIRPERSON:** Let us do that, ja.

**MR ANGELO AGRIZZI:** I think, not I think, I know. I want to clarify exactly what I meant and explain it in detail to you. When we first met Nomvula Mokonyane we realised that she was extremely powerful. As a matter of fact, we actually referred myself and Mr Watson to her as an energizer bunny. That was the name that we used



EA212

21 JANUARY 2019 – DAY 37

and the reason for that was because whatever we needed done would be done. If we needed people spoken to it would be done. If we needed protection it would be done. So she was the new person for us and that is why I raised the issue. I think what is – what is very important to note as well is that we knew that if we had any issues we could go to her and it would be sorted, if you had any issues.

**CHAIRPERSON:** Yes.

**MR ANGELO AGRIZZI:** It will be sorted.

**CHAIRPERSON:** Maybe before you proceed let us go back a little bit. You say whenever you needed protection, as I understand it. Me putting it in my own words she would make sure you get it.

**MR ANGELO AGRIZZI:** Correct.

**CHAIRPERSON:** What exactly are you talking about in regard to protection?

**MR ANGELO AGRIZZI:** When ...[intervenes].

**CHAIRPERSON:** What form of protection did you ask her for and she gave – she made sure you got?

**MR ANGELO AGRIZZI:** For instance we knew that she was very close to the President at the time.

**CHAIRPERSON:** President Zuma?

**MR ANGELO AGRIZZI:** Yes.

20 **CHAIRPERSON:** Yes.

**MR ANGELO AGRIZZI:** But even further than that if there were certain people to be spoken to in the Hawks we knew that she would be able to do that and that is why it continued.

**CHAIRPERSON:** Now as I understood you, you were saying at the beginning that is how it was like. Is that right or did I misunderstand you?



EA213

EXTRACT OF AGRIZZI AFFIDAVIT TO COMMISSION ON 8 APRIL 2019

family in order to protect Gavin Watson and their family interests unlawfully trapped and secretly recorded a private conversation in my own house.

38.2 The full context of how this came about when I had only had approximately 4 hours sleep over the last 2 days and I had also consumed a few gin and tonics should also be taken into account. The full transcript will also show the discussion that I was having about how Gavin Watson had conducted himself. I even mentioned the corrupt activities and laundering of cash to them.

38.3 I have expressed my sincere regrets and comments and I have requested the Commission to obtain from the person that made the secret recording to obtain the full transcript to get the full context of the comments that were made and once this is obtained they will see that the person who I was referring to was in fact Valance Watson who had stated he would not let a "bloody K... run his business", and hence he ensured he disposed of any BEE involvement in his current business's.

38.4 I have already mentioned my regret about what was said and I made a full apology to the Country and its Citizens for the remarks that I made but wish to state that this does not in any way detract from the facts and documentation and the truth that I have deposed to before the Commission about the corrupt activities at Bosasa conducted by Gavin Watson and other directors and shareholders in which I myself played a role.



19

EA218

SCHEDULE OF INVOICES SENT AND PAYMENTS RECEIVED FROM BOSASA COMPANIES

DATE	INVOICE WIE CC	BOSASA PAYMENT	ENTITY PAYING
24-Mar-09		57 000.00	BOSASA OPERATIONS
24-Apr-09	26-Mar-09	57 000.00	BOSASA OPERATIONS
26-May-09	29-Apr-09	57 000.00	DITLAISEGOHICKSON & COMPANY
25-Jun-09	28-May-09	57 000.00	DITLAISEGOHICKSON & COMPANY
24-Jul-09	25-Jun-09	57 000.00	DITLAISEGOHICKSON & COMPANY
25-Aug-09	29-Jul-09	57 000.00	DITLAISEGOHICKSON & COMPANY
25-Sep-09	25-Aug-09	57 000.00	DITLAISEGOHICKSON & COMPANY
23-Oct-09	07-Oct-09	57 000.00	DITLAISEGOHICKSON & COMPANY
24-Nov-09	23-Oct-09	57 000.00	DITLAISEGOHICKSON & COMPANY
15-Dec-09	30-Nov-09	91 200.00	DITLAISEGOHICKSON & COMPANY
31-Jan-10		57 000.00	LEADING PROSPECT
		<b>PAID 24 JUNE 2010</b>	
		57 000.00	LEADING PROSPECT
		<b>PAID 24 JUNE 2010</b>	
25-Feb-10		<b>CATCHUP PAID JULY 2010</b>	
25-Mar-10		<b>CATCHUP PAID 03 FEB 2011</b>	
25-Apr-10		<b>CATCHUP PAID 14 MARCH 2011</b>	
25-May-10		<b>CATCHUP PAID 14 MARCH 2011</b>	
25-Jun-10		<b>CATCHUP PAID 01 APRIL 2011</b>	
26-Jul-10	24-Jun-10	114 000.00	LEADING PROSPECT
26-Aug-10	23-Aug-10	114 000.00	LEADING PROSPECT
		<b>PAID 03 FEB 2011</b>	
25-Sep-10		<b>CATCHUP PAID 28 APRIL 2011</b>	LEADING PROSPECT
25-Oct-10		<b>CATCHUP PAID 26 MAY 2011</b>	
25-Nov-10		<b>CATCHUP PAID 04 JULY 2011</b>	
25-Dec-10		<b>CATCHUP PAID 28 JULY 2011</b>	
25-Jan-11		<b>CATCHUP PAID 02 SEPT 2011</b>	
03-Feb-11		114 000.00	
25-Feb-11		<b>CATCHUP PAID 11 OCT 2011</b>	
28-Mar-11	14-Mar-11	114 000.00	LEADING PROSPECT

EA219

	01-Apr-11		114 000.00	
01-Apr-11		114 000.00		LEADING PROSPECT
	28-Apr-11		114 000.00	
23-May-11		114 000.00		LEADING PROSPECT
	26-May-11		114 000.00	
21-Jun-11		114 000.00		LEADING PROSPECT
	04-Jul-11		114 000.00	
25-Jul-11		114 000.00		LEADING PROSPECT
	28-Jul-11		114 000.00	
25-Aug-11		114 000.00		LEADING PROSPECT
	02-Sep-11		114 000.00	
25-Sep-11		114 000.00		LEADING PROSPECT
	11-Oct-11		114 000.00	
27-Oct-11		114 000.00		LEADING PROSPECT
	10-Nov-11		114 000.00	
25-Nov-11		57 000.00		LEADING PROSPECT
	07-Dec-11		57 000.00	
16-Dec-11		68 400.00		LEADING PROSPECT
	22-Dec-11		68 400.00	
25-Jan-12		60 990.00		LEADING PROSPECT
	31-Jan-12		60 990.00	
25-Feb-12		57 000.00		LEADING PROSPECT
	29-Feb-12		57 000.00	
26-Mar-12		57 000.00		LEADING PROSPECT
	30-Mar-12		57 000.00	
01-Apr-12				
		<b>CATCHUP PAID MAY 2012</b>		
	31-May-12	114 000.00		LEADING PROSPECT
	04-Jun-12		114 000.00	
25-Jun-12		57 000.00		LEADING PROSPECT
	28-Jun-12		57 000.00	
25-Jul-12		57 000.00		LEADING PROSPECT
	26-Jul-12		57 000.00	
22-Aug-12		57 000.00		LEADING PROSPECT
	24-Aug-12		57 000.00	
13-Sep-12		85 500.00		LEADING PROSPECT
	14-Sep-12		85 500.00	
25-Sep-12		57 000.00		LEADING PROSPECT
	26-Sep-12		57 000.00	
25-Oct-12		57 000.00		LEADING PROSPECT
	29-Oct-12		57 000.00	
05-Nov-12		14 250.00		LEADING PROSPECT
	07-Nov-12		14 250.00	
23-Nov-12		57 000.00		LEADING PROSPECT
	26-Nov-12		57 000.00	
18-Dec-12		57 000.00		LEADING PROSPECT
	19-Dec-12		57 000.00	
01-Jan-13				
		<b>CATCHUP PAID SEP 2012</b>		
	13-Feb-13	57 000.00		LEADING PROSPECT
	28-Feb-13		57 000.00	
06-Mar-13		9 120.00		LEADING PROSPECT

EA220

	13-Mar-13		9 120.00	
27-Mar-13		57 000.00		LEADING PROSPECT
	28-Mar-13		57 000.00	
25-Apr-13		57 000.00		LEADING PROSPECT
	25-Apr-13		57 000.00	
09-May-13		5 050.01		LEADING PROSPECT
	16-May-13		5 757.00	
23-May-13		57 000.00		LEADING PROSPECT
	27-May-13		57 000.00	
24-Jun-13		57 000.00		LEADING PROSPECT
	25-Jun-13		57 000.00	
24-Jul-13		57 000.00		LEADING PROSPECT
	26-Jul-13		57 000.00	
24-Jul-13		11 400.00		LEADING PROSPECT
	26-Jul-13		11 400.00	
21-Aug-13		57 000.00		LEADING PROSPECT
	23-Aug-13		57 000.00	
25-Sep-13		57 000.00		LEADING PROSPECT
	26-Sep-13		57 000.00	
23-Oct-13		57 000.00		LEADING PROSPECT
	24-Oct-13		57 000.00	
21-Nov-13		57 000.00		LEADING PROSPECT
	25-Nov-13		57 000.00	
10-Dec-13		57 000.00		LEADING PROSPECT
	06-Jan-14		57 000.00	
22-Jan-14		57 000.00		LEADING PROSPECT
	30-Jan-14		57 000.00	
24-Feb-14		57 000.00		LEADING PROSPECT
	28-Feb-14		56 293.01	
24-Mar-14		57 000.00		LEADING PROSPECT
	25-Mar-14		57 000.00	
23-Apr-14		57 000.00		LEADING PROSPECT
	25-Apr-14		57 000.00	
22-May-14		57 000.00		LEADING PROSPECT
	27-May-14		57 000.00	
23-Jun-14		57 000.00		LEADING PROSPECT
	30-Jun-14		57 000.00	
23-Jul-14		57 000.00		LEADING PROSPECT
	29-Jul-14		57 000.00	
25-Aug-14		57 000.00		LEADING PROSPECT
	27-Aug-14		57 000.00	
24-Sep-14		57 000.00		LEADING PROSPECT
	29-Sep-14		57 000.00	
23-Oct-14		57 000.00		LEADING PROSPECT
	29-Oct-14		57 000.00	
25-Nov-14		57 000.00		LEADING PROSPECT
	04-Dec-14		57 000.00	
25-Dec-14		57 000.00		LEADING PROSPECT
	18-Dec-14		57 000.00	
25-Jan-15		57 000.00		LEADING PROSPECT
	15-Feb-15		57 000.00	
25-Feb-15		57 000.00		LEADING PROSPECT

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	27-Feb-15		57 000.00	
25-Mar-15		57 000.00		LEADING PROSPECT
	26-Mar-15		57 000.00	
25-Apr-15		57 000.00		LEADING PROSPECT
	29-Apr-15		57 000.00	

tel: 0861 444 222  
 ant Tel: +27 11 463 4790/4764  
 fax: 086 698 9190  
 mail: info@fullserv.co.za

# FULLSERVE

## Chartered Accountants

SAICA 218 Bryanpark Centre  
 40 Grosvenor Road & Cumberland Avenue  
 Bryanston  
 PO Box 70339, Gauteng, 2021

### FULLSERVE REPORT CONFIRMING ACCURACY OF MY REPRESENTATIONS 2019/02/20

#### Maphalla Mokate Conradie Inc

PO Box 4665  
 Pretoria  
 0001

#### Purpose of the engagement

- To provide an independent conclusion on the nature of the escalated payments received from BOSASA Group of Companies by Wakeford Investments Enterprises CC.

#### Supporting documentation

- Standard Bank, bank statements of Wakeford Investments Enterprises CC from 5 January 2009 to 2 May 2015
- Customer detailed ledger of Wakeford Investment Enterprises CC from 1 March 2009 to 28 February 2017
- Schedule of invoices
- Summary of invoices generated matched to the deposits as per the bank statements

#### Procedures performed

- Inspected the customer detailed ledger to ensure that there were various clients
- Inspected the source and creditability of the supporting documents for any manipulation, adjustments and authenticity.
- Sample tested the invoices from the customer ledger to the schedule of invoices and the summary of invoices to payments
- Various discussions
- Researches on the internet

  
 1 of 2

EA223

Conclusion

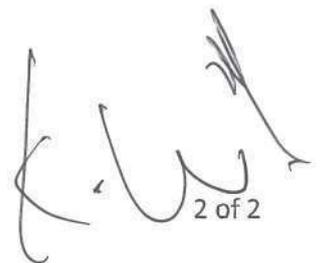
- Based on his education, appointments on various boards of companies and committees, former CEO of South African Chamber of Business. Mr K Wakeford had the necessary experience, skills, knowledge and expertise to offer independent consultation services to various entities requiring his services.
- Wakeford Investment Enterprises CC was a going concern and not a conduit.
- Services were rendered on a monthly retainer basis to the various clients.
- Clients as per the customer ledger included: BOSASA, Department of Home Affairs, Fevertree Consulting, Kingswood College, Leading Prospect Trading 111, SA Biomedical.
- Rates and length of the retainers were negotiated beforehand.
- Invoices were raised mostly on a monthly basis and paid on presentation.
- When clients had a cashflow problem invoices would be held back (Not Raised), reversed (Credit Noted) and then raised later.
- Regarding the escalated payments from the BOSASA Group, it can be clearly seen that the escalated payments were for previous unpaid months together with the relevant current month. Which is normal business practice.

This report is to be used for its intended purposes, no audit has been performed.



S Hajichristoforou

FULLSERVE CHARTERED  
ACCOUNTANTS INC  
S. HAJI-CHRISTOFOROU (CA) SA  
CA(SA): 04884693  
IRBA: ME847704  
TAX PRACT: PR-0030126  
0861 444 222  
info@fullserveaccountants.co.za



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## AGRIZZI EMAILS CONFIRMING CATCH-UP PAYMENTS

EA224  
KW-004

Carlos Bonifacio

-----Original Message-----

From: Angelo Agrizzi  
Sent: 21 August 2010 03:04 PM  
To: Carlos Bonifacio;  
Subject: Fw: July Payment

Please Carlos try and pay A.S.A.P.

-----Original Message-----

From: kevin@wakefordenterprises.co.za  
To: Angelo Agrizzi  
Reply To: kevin@wakefordenterprises.co.za  
Subject: July Payment  
Sent: Aug 21, 2010 14:54

Hi Angelo

Any conclusion on my July 2010 (catch up) payment! If there are any matters that I am unaware of please let me know.  
No offence!

Kind regards

Kevin

Sent via my BlackBerry from Vodacom - let your email find you!

Best Regards,

Angelo Agrizzi  
Chief Operations Officer  
Bosasa Group of Companies  
Mogale Business Park  
Gauteng  
South Africa  
Tel: +27 (0)11 662-6033  
Fax: +27 (0)11 662-6138 / +27 (0)11 954-3401 Pvt  
Mobile: +27 (0)82 902-8091  
Angelo.Agrizzi@bosasa.com  
Gina.Pieters@bosasa.com

www.bosasa.com  
Mogale Business Park, 1 Windsor Road, Mogale City 1739  
Gauteng, Republic of South Africa

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EA225

RW-013.

**From:** [Kevin](#)  
**To:** [Angelo Agrizzi](#)  
**Date:** Mon, 4 Oct 2010 12:43:55 +0200  
**Subject:** August Invoice

Dear Angelo

I honestly believe we can be forthright with each other as friends. As you well know, I ceased invoicing the Group of companies at the beginning of 2010 as I sensed there were problems and continued assisting where and when I could add value out of friendship and loyalty to a company that have stood with me since mid 2006. I was then told that the Group wanted to compensate me with R400 000.00 that was due to me. I did nothing. A month later I saw R100 000.00 deposited into my business account. I then rang you and asked whether I should invoice you on a "catch up" basis. You agreed!

The August invoice is still outstanding. Should I cancel that and reclaim the VAT or wait. Whatever your response is, I don't mind and it won't impact on my assistance or friendship. However – knowing where I stand is all I ask.....

Regards

Kevin

A handwritten signature in black ink, appearing to be 'Kevin', with a large, stylized flourish or scribble to the right.

EA226  
KN-032

**From:** [Kevin](#)  
**To:** [Angelo Agrizzi](#)  
**Date:** Sun, 24 Jul 2011 19:33:54 +0200  
**Subject:** Guidance

Hi Angelo

You will remember that I discussed with you and Gavin an amount of around R260 000 that is owing to me about 3 weeks ago. How should I invoice that? Should I add a portion monthly or do you suggest another solution.

Let me know what your thoughts are!

I have instructed my bookkeeper to proceed with the normal amount for July 2011.

Kind regards

Kevin

A handwritten signature in black ink, appearing to be 'Kevin', located at the bottom right of the page.

**GREAT PLAINS RECORDS OF ALL PAYMENTS TO W.I.E.**

EA227

Voucher Number	Vendor Name	Vendor ID	Document Type	Document Date	Document Number	Document Amount	Tax Amount	Company
00010867	KEVIN WAKEFORD	KEV001	Payment	2006/06/22	TTF20129	50 000.00		AGO
00011952	KEVIN WAKEFORD	KEV001	Payment	2006/08/30	TTF20983	50 000.00		AGO
0000271	KEVIN WAKEFORD	KEV001	Payment	2006/09/29	0000271	50 000.00		AGO
0000574	KEVIN WAKEFORD	KEV001	Payment	2006/10/26	0000574	50 000.00		AGO
0001171	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	2006/11/30	0001171	87 000.00		AGO
00013269	KEVIN WAKEFORD	KEV001	Payment	2006/12/05	TTF21976	85 000.00		AGO
0001475	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	2007/01/26	0001475	57 000.00		AGO
0001914	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	2007/03/01	0001914	57 000.00		AGO
0002250	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	2007/03/30	0002250	57 000.00		AGO
0002513	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	2007/04/30	0002513	57 000.00		AGO
0002825	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	2007/05/28	0002825	57 000.00		AGO
00015094	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	2007/06/26	TTF23969	57 000.00		AGO
0003432	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	2007/07/27	0003432	57 000.00		AGO
0003772	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	2007/08/24	0003772	57 000.00		AGO
0004208	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	2007/10/12	0004208	57 000.00		AGO
0004908	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	2007/12/10	0004908	114 000.00		AGO
0004998	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	2007/12/21	0004998	57 000.00		AGO
0005386	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	2008/01/31	0005386	57 000.00		AGO
0005729	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	2008/03/10	0005729	57 000.00		AGO
0006013	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	2008/04/02	0006013	57 000.00		AGO
0006300	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	2008/05/07	0006300	57 000.00		AGO
0006612	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	2008/06/06	0006612	57 000.00		AGO
0006860	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	2008/06/30	0006860	57 000.00		AGO
0007177	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	2008/07/31	0007177	57 000.00		AGO
0007513	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	2008/09/04	0007513	57 000.00		AGO
0007787	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	2008/10/06	0007787	57 000.00		AGO
00024345	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	2008/10/13	TTF30409	8 477.00		AGO
0008070	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	2008/10/31	0008070	57 000.00		AGO
00027014	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	2008/12/23	TTF31854	57 000.00		AGO
00027324	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	2009/01/05	TTF32019	57 000.00		AGO
0008891	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	2009/02/13	0008503	57 000.00		AGO
0009153	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	2009/02/27	0008676	57 000.00		AGO
00031196	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	2009/03/26	0008891	57 000.00		AGO
00033066	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	2009/04/29	0009159	57 000.00		AGO
0012964	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	2009/11/30	TTF37125	91 200.00		AGO
000000190	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	2010/06/24	TTF40012	57 000.00		AGO
00034534	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	2010/06/24	0012964	57 000.00		AGO
00001594	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	2010/08/23	000000190	114 000.00		Leading Prospect
				2010/12/09	108292	114 000.00		AGO
				2011/02/03	TTF43412	114 000.00		Leading Prospect

EA228

Voucher Number	Vendor Name	Vendor ID	Document Type	Document Date	Document Number	Document Amount	Tax Amount	Company
0000000217	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	2011/03/14	0000000217	114 000.00		Leading Prospect
0000000222	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	2011/04/01	0000000222	114 000.00		Leading Prospect
0000000224	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	2011/04/28	0000000224	114 000.00		Leading Prospect
0000000232	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	2011/05/26	0000000232	114 000.00		Leading Prospect
0000000235	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	2011/07/04	0000000235	114 000.00		Leading Prospect
0000000242	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	2011/07/28	0000000242	114 000.00		Leading Prospect
0000000248	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	2011/09/02	0000000248	114 000.00		Leading Prospect
0000000257	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	2011/10/11	0000000257	114 000.00		Leading Prospect
0000000261	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	2011/11/10	0000000261	114 000.00		Leading Prospect
0000000267	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	2011/12/07	0000000267	57 000.00		Leading Prospect
0000000272	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	2011/12/22	0000000272	68 400.00		Leading Prospect
0000000279	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	2012/01/31	0000000279	60 990.00		Leading Prospect
0000000283	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	2012/02/29	0000000283	57 000.00		Leading Prospect
0000000289	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	2012/03/30	0000000289	57 000.00		Leading Prospect
0000000297	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	2012/06/04	0000000297	114 000.00		Leading Prospect
0000000302	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	2012/06/28	0000000302	57 000.00		Leading Prospect
0000000307	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	2012/07/26	0000000307	57 000.00		Leading Prospect
0000000311	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	2012/08/24	0000000311	57 000.00		Leading Prospect
0000000313	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	2012/09/14	0000000313	85 500.00		Leading Prospect
0000000317	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	2012/09/26	0000000317	57 000.00		Leading Prospect
0000000325	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	2012/10/29	0000000325	57 000.00		Leading Prospect
0000000327	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	2012/11/07	0000000327	14 250.00		Leading Prospect
0000000332	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	2012/11/26	0000000332	57 000.00		Leading Prospect
0000000340	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	2012/12/19	0000000340	57 000.00		Leading Prospect
00002150	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	2013/02/28	TTF58076	57 000.00		Leading Prospect
0000000352	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	2013/03/13	0000000352	9 120.00		Leading Prospect
0000000358	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	2013/03/28	0000000358	57 000.00		Leading Prospect
0000000367	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	2013/04/25	0000000367	57 000.00		Leading Prospect
0000000372	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	2013/05/15	0000000372	5 757.00		Leading Prospect
0000000378	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	2013/05/27	0000000378	57 000.00		Leading Prospect
0000000387	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	2013/06/25	0000000387	57 000.00		Leading Prospect
0000000396	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	2013/07/26	0000000396	68 400.00		Leading Prospect
000000401	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	2013/08/23	0000000401	57 000.00		Leading Prospect
0000000407	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	2013/09/26	0000000407	57 000.00		Leading Prospect
0000000410	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	2013/10/24	0000000410	57 000.00		Leading Prospect
000000419	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	2013/11/25	0000000419	57 000.00		Leading Prospect
0000000425	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	2014/01/06	0000000425	57 000.00		Leading Prospect
0000000433	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	2014/01/30	0000000433	57 000.00		Leading Prospect
0000000441	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	2014/02/28	0000000441	56 293.01		Leading Prospect
0000000449	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	2014/03/25	0000000449	57 000.00		Leading Prospect
0000000454	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	2014/04/25	0000000454	57 000.00		Leading Prospect

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Voucher Number	Vendor Name	Vendor ID	Document Type	Document Date	Document Number	Document Amount	Tax Amount	Company
0000000462	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	2014/05/27	0000000462	57 000.00		Leading Prospect
0000000471	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	2014/06/30	0000000471	57 000.00		Leading Prospect
0000000479	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	2014/07/29	0000000479	57 000.00		Leading Prospect
0000000487	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	2014/08/27	0000000487	57 000.00		Leading Prospect
0000000496	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	2014/09/29	0000000496	57 000.00		Leading Prospect
0000000503	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	2014/10/29	0000000503	57 000.00		Leading Prospect
0000000514	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	2014/12/04	0000000514	57 000.00		Leading Prospect
0000000519	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	2014/12/18	0000000519	57 000.00		Leading Prospect
0000000526	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	2015/02/04	0000000526	57 000.00		Leading Prospect
0000000536	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	2015/02/27	0000000536	57 000.00		Leading Prospect
0000000545	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	2015/03/26	0000000545	57 000.00		Leading Prospect
0000000555	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	2015/04/29	0000000555	57 000.00		Leading Prospect
	DITLASEGO & HICKSON INV. ADV. SERV.	DIT001	4x Payments made by Ditalaisego to Wakeford			228 000.00		AGO
	No payment dates, R228 000 deducted by Amount that was owing to Bosasa by Ditalaisego							
						<b>6 255 387.01</b>		

## EXTRACT OF AGRIZZI EVIDENCE AT BOSASA 417 ENQUIRY

18 February 2020  
Volume 5

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EA230  
Insolvent Estate:  
African Global Operations  
G155/19

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PRESIDING OFFICER: Adjourned for 15 minutes.

**RECORDING STOPPED. AUDIO FILE 1.**

**RECORDING RESUMED. AUDIO FILE 2.**

PRESIDING OFFICER: Yes.

5 ADV LOURENS: Thank you, Mr Commissioner. There's one last exhibit to deal with with Mr Agrizzi, it's marked Exhibit 23. Mr Agrizzi, this is a document that suggests to be a publication you dispatched live on the 29<sup>th</sup> of January 2019. It concerns the last topic which we dealt with, the R100,000.00 payments to Mr Wakeford per month.

10 MR AGRIZZI: Yes.

ADV LOURENS: If you page over, you'll see it on the bottom right corner of the document, the page numbers are marked 1 to 7, and if you page to page 3 of 7, that's the crux of the article.

15 MR AGRIZZI: Yes.

ADV LOURENS: It says:

*Agrizzi said (I'm reading from the second paragraph from the top) Agrizzi said when Bosasa was undergoing a major SARS investigation, Wakeford approached Watson with a solution. Kevin Wakeford told us that George Papadakis (to whom we've already referred) could resolve all the issues at SARS. He said Bosasa allegedly entered into an agreement with Kevin Wakeford to pay him the amount of R100,000.00 a month as a fee for providing services in relation to the*

25

18 February 2020  
Volume 5

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EA231  
Insolvent Estate:  
African Global Operations  
G155/19

737

*SARS investigation.*

If we can just quickly unpack that. Do you remember giving that statement?

MR AGRIZZI:

5

I don't remember giving that specific statement but if that's the statement, I don't know if they quoted or misquoted, first time I've seen this article. Yeah I've never seen this article before. And I've never spoken to the Dispatch.

ADV LOURENS:

10

To the effect of ... Well, let's unpack the statement for the moment. So the issues at SARS, what did that amount to at the time?

MR AGRIZZI:

At the time it was the investigation with regards to the Biorganics tax write-off.

ADV LOURENS:

So that's the CR continuation exercise.

MR AGRIZZI:

Correct.

15 ADV LOURENS:

So then there's this suggestion of an agreement with Mr Wakeford - can we just stop? Mr Wakeford was a long-time family friend and also involved in the other investments into Dreamtec\* and the rest. But did he have any formal qualification that you can remember?

20 MR AGRIZZI:

He was, he had a degree in International Relations if I'm not mistaken, and I tell you why, because my son who was doing his doctorate at the time in international relations, politics, economics and I don't know what they study. He went to him for advice. He asked him for some advice.

25 ADV LOURENS:

Okay. But I mean he wasn't an attorney or accountant or a

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tax consultant or anything to that effect?

MR AGRIZZI: No, not at all, no.

ADV LOURENS: Do you recall any reference to an agreement with  
concluded Mr Wakeford, was there a document to that  
effect?

5

MR AGRIZZI: There's no documents.

ADV LOURENS: Only verbal agreement?

MR AGRIZZI: It was an agreement, Gavin Watson would pick up the  
phone and phone me, and tell me listen, I want you to do  
this and this and this for Kevin Wakeford.

10

ADV LOURENS: And now the crux of that agreement was to engage Mr  
Wakeford's services in relation to the SARS investigation.  
Did you have any knowledge of what the services would  
amount to? Were there ever any services rendered?

15 MR AGRIZZI: Himself? Andries van Tonder will be able to give you more  
information on that, but as far as I was concerned he was  
consulting with George Papadakis and with Gavin Watson  
on the SARS matter. That was it. And they introduced  
Gavin at one stage to a gentleman by the name of Gorby  
Mokonyane or something like that at SARS.

20

ADV LOURENS: All right, can you just spell that surname?

MR AGRIZZI: I can't remember the spelling of it, Mokonyane.

ADV LOURENS: We'll find it.

25

*And Agrizzi said (sorry I'm just reading from the next  
paragraph) Agrizzi said Wakeford had then allegedly*

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*made an arrangement with Watson to provide both wet and dry cement to a property in Meyersdal and by Papadakis.*

MR AGRIZZI: No, that's right.

5 ADV LOURENS: So just stop there. Can you remember where that property is situated?

MR AGRIZZI: No, it's in Meyersdal Eco Estate, and if I can advise you as well, if you speak to Alan Nixon from the commission on state capture, he's for more information on that. They  
10 verified all the deliveries of cement and the property –

ADV LOURENS: Consignments, all of it?

MR AGRIZZI: Everything, they've got absolutely everything.

ADV LOURENS: So can I ask you in that sense, Mr Wakeford ... so who would deliver the wet and dry cement?

15 MR AGRIZZI: It was between WJ [...] and I think RTC. But what had happened there, if I can just explain it, is that Frans Vorster was responsible for taking orders and making sure that orders were delivered. [sf2:00:04:52]

ADV LOURENS: Right so Papadakis didn't receive any funds in that sense,  
20 he received cement for his endeavours, essentially?

MR AGRIZZI: Yes.

ADV LOURENS: Whereas Mr Wakeford received this R100,000.00 per month payment.

MR AGRIZZI: Yeah.

25 ADV LOURENS: Can you remember what the amount was that the wet and

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dry cement represented?

MR AGRIZZI: It was over R1 million.

ADV LOURENS: Over R1 million?

MR AGRIZZI: I don't know the exact amount but the Commission have got  
5 that, if you speak to Alan Nixon.

ADV LOURENS: Okay, then it says:

*It was not made clear what Papadakis did with the  
cement.*

Do you know?

10 MR AGRIZZI: A house was built.

ADV LOURENS: For him?

MR AGRIZZI: Yes.

ADV LOURENS: *Agrizzi also accused Wakeford of involvement in  
underhanded dealings when he came to renegotiating  
15 the tender to manage the Lindela Repatriation Centre  
in Krugersdorp.*

MR AGRIZZI: That is correct.

ADV LOURENS: All right. In what sense were there –

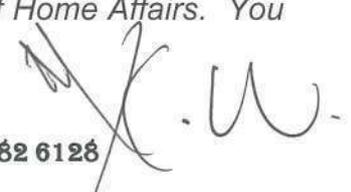
MR AGRIZZI: Kevin Wakeford introduced a gentleman by the name of  
20 Aneel Rahadkhrishna to us.

ADV LOURENS: Aneel Rahadkhrishna - can you spell that?

MR AGRIZZI: R-A-H ... it's on the opening page.

ADV LOURENS: Oh, it's coming, alright. You said:

*This happened at a time when the Lindela contract was  
25 under review by the Department of Home Affairs. You*



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5 *explain that the then Home Affairs minister had instructed the Department to reduce costs at Lindela. Watson was considering it would affect profits and called a meeting once [...] Wakeford. Gavin Watson, Kevin Wakeford and Aneel (there we have it) agreed on the detail. [sf2:00:06:39]*

What was the detail? Sorry, "on the deal". What was the deal at that point in time?

10 MR AGRIZZI: Well, it was R7 million and he would negotiate it so that Bosasa would, or Lindela would have a preferential contract in terms of, there were fixed fees involved. So it didn't, previously at Lindela we were paid per person per day.

15 ADV LOURENS: So at this point, we know it's Leading Prospect. Leading Prospect at the time held the contract that sustained the Lindela Repatriation Centre.

MR AGRIZZI: Yes, that's correct.

ADV LOURENS: Now, so then that tender came to an end, that contract came to an end. And these negotiations.

20 MR AGRIZZI: What they did with these negotiations is, we were asked to renegotiate the contract, to introduce cost savings for the Department of Home Affairs. At that stage the Department were paying us in the region of about R7,8 million for Lindela, to run the facility, and there was a minimum clause of 3,250 people. So even though there weren't 3,250  
25 people, they would pay us for that. What happened was

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Aneel Rahadkrishna negotiated that we reduce the amount by R700,000.00 a month and that that saving get passed on to Home Affairs. Now at that stage the average occupancy at Lindela had come down dramatically.

5 ADV LOURENS:

What was the reason for it?

MR AGRIZZI:

Well, just coincidence. And also there wasn't a push to arrest people and illegal immigrants. I drew up a document which state capture have got as well, which actually shows you that Bosasa were scoring because at that stage, or  
10 Leading Prospect were scoring because at that stage there was only, say, 1,200 people in the facility and we're being paid for 3,000 people. Not only that, it's that this happened over a period of time, so over a period of time it looked like the department was saving money, but they weren't actually  
15 saving money.

ADV LOURENS:

Yes. All right, so let me just understand this deal correct. So the extension of this contract, for how long would it have been extended pursuant to this deal?

MR AGRIZZI:

Five years.

20 ADV LOURENS:

It's a five-year extension?

MR AGRIZZI:

Correct.

ADV LOURENS:

At a R700,000.00 saving per month?

MR AGRIZZI:

The saving was only in the first three/ four months. So it wasn't actually a saving.

25 ADV LOURENS:

And in exchange for securing the extension of that contract

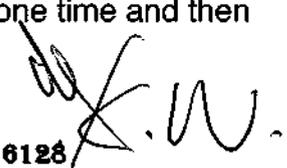
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- 
- MR AGRIZZI: The extension plus ensuring the minimum clause.
- ADV LOURENS: In exchange for that he would be paid R7 million?
- MR AGRIZZI: Correct. but that never happened. He never got the R7  
5 million, because I didn't know about the transaction 'till only  
afterwards and then I went to Gavin and to Kevin Wakeford,  
and they said I must agree just to pay him a certain amount  
per month, which was I think, I stand to correction, it was  
about R57,000.00 and it was paid through a separate  
10 company called Distinctive Wines and Spirits.
- ADV LOURENS: Can I ask you, can you remember who were the  
shareholders in that company?
- MR AGRIZZI: No.
- ADV LOURENS: Directors?
- 15 MR AGRIZZI: I haven't got a clue. All I know is they gave us the schedule  
and we paid that. And I attached in my state capture  
documents and, I suggest, you know, if you get the whole  
file on the Kevin Wakeford application from state capture's  
got absolutely everything in there.
- 20 ADV LOURENS: Yes. But, I mean if you say "we paid it", were you  
instrumental in processing the payment?
- MR AGRIZZI: No, I just received the invoice and passed it on to accounts.  
I would sign it off, yes.
- ADV LOURENS: So did the funds flow from Operations initially?
- 25 MR AGRIZZI: I think the funds flew from Operations at one time and then



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from Leading Prospect Trading, from both.

ADV LOURENS: So how does it end up in two distinctive –

MR AGRIZZI: Paid over, it's paid over by –

ADV LOURENS: So it's Operations or Leading Prospects over to them?

5 MR AGRIZZI: I stand to correction there, I really do.

ADV LOURENS: You say:

*Agrizzi said that this resulted in the contract being extended for five years without the need for further tender process and Treasury approval"*

10 MR AGRIZZI: Correct.

ADV LOURENS: No succeeding tender was issued, no bidding process, no nothing?

MR AGRIZZI: No, nothing whatsoever.

15 ADV LOURENS: *The price was reduced by R860,000.00 per month but more favourable contract terms were included in the contract.*

What [...] is the more favourable contract terms?

[sf2:00:11:24]

20 MR AGRIZZI: Well, the extension of the tenure of the contract. I mean, that is a major thing. I don't know what they mean by "more favourable contract terms".

*Now initially Agrizzi said he could not understand ...*

25 Initially my feeling was, I did not know, you know why on earth are we paying somebody to reduce the price of our contract and only afterwards was it explained to me by

Kevin Wakeford.

ADV LOURENS: What, that the benefit lies in the five-year extension and avoiding a tender process. [sf2:00:12:07].

MR AGRIZZI: Correct, yes, and it took the sting out of Lindela, because  
5 Lindela at that stage was a very controversial contract in government.

ADV LOURENS: Is that, they quote you again, correctly or otherwise:

*An important benefit was that opposition to the contract of opposition political parties in Scopa had been mitigated.*

10

MR AGRIZZI: Yes.

ADV LOURENS: So that neutralises Leading Prospect from any risk of being unsuccessful in its bid.

MR AGRIZZI: Correct. Well, not only that, but also, why would the  
15 opposition, if the opposition party complained or anybody complained in Scopa about the fees that were paid to Lindela, it could be told that well, we negotiated it down. So anything negotiated down, whether it's significant or not, would go well in parliament.

20 ADV LOURENS: If you page over to page 5, at the top of that page there's a reference made to –

PRESIDING OFFICER: That page doesn't seem to follow on page 4.

ADV LOURENS: Well, page 4 concludes:

*Following his stint at the [...] at the University of Port Elizabeth graduate took on [sf2:00:13:13] at the South*

25

## PROOF OF AUDIT NOTIFICATION ON 11 APRIL 2013

## AUDIT



South African Revenue Service

Office  
Megawatt ParkEnquiries  
Karen HillsTelephone  
011 602-4216E-mail  
khills@sars.gov.zaFacsimile  
010 208-3267Room  
1<sup>st</sup> FloorReference  
9398232141Date  
15 July 2014

The Public Officer

**Bosasa Supply Chain Management (Pty) Ltd**  
 Postnet Suite 188  
 Private Bag X3  
 Paardekraal  
 1752

South African Revenue Service

Megawatt Park

Block A &amp; B, Maxwell Drive, Sunninghill, Sandton

Private Bag X187, Rivonia, 2128

Office telephone number 011 602-3000

Website: www.sars.gov.za

Dear Taxpayer

## REQUEST FOR RELEVANT MATERIAL – REASONS AS REQUESTED BY THE TAXPAYER

The South African Revenue Service (SARS) has notified you in a letter dated 11 April 2013 that an audit will be conducted in respect of the following tax type(s) and tax period(s).

Tax type	Taxpayer reference number	Tax period(s)
Income Tax	9398232141	2010-2012

The main risk areas and years that are being audited are as follows:

Tax period(s)	Scope
2010 to 2012	4599 - Other (Specify)
2010 to 2012	4501 - Sales (Turnover)
2012	4519 – Depreciation according to financial statements

Thank you for your response to the request of relevant material dated 26 June 2014.

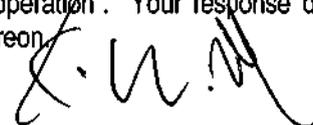
We would like to confirm that the audit has not been extended as per your assumption in paragraph 4 of your response dated 26 June 2014. The audit is a full scope audit. As risks are identified during the audit the audit may be extended to include these risks. However, this is not the case on this particular audit. The engagement letter issued on 11 April 2013 indicates the risks areas as losses other, sales (turnover) and depreciation. Whether the company was trading is not the only outstanding issue. As previously discussed with you the response to the letter of findings provided information which we had not previously known and could possibly have changed how we would have dealt with the risk areas in the scope of the audit. Answers to other risk areas such as turnover and capital allowances were also still outstanding. This is the reason why we requested more information per our request on 27 May 2014.

Responding to your comments in paragraph 8 of your response dated 26 June 2014 we would like to assure you that at this time we are not intending to bring a case against the taxpayer. Our requests for information are for audit purposes and will be documented in the audit file as complete evidence in support of any assertion or conclusion reached.

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According to section 102 of the Tax Administration Act a taxpayer bears the burden of proving that an amount is or item is deductible or may be set-off. The reasons for requesting further documentation as requested on 27 May 2014 are as follows:

1. A review of the detailed income statement and general ledgers for 2011 and 2012 show a lack of expenses, that include but are not limited to that of a company typically continuing to do research and development, such as rental paid to landlords of the SeaArk site where you have indicated that testing continued, salaries and wages of employees that were retained to look after the property and continue research, consulting fees of experts that were contracted to assist with finding new locations and more efficient processes of manufacture and other costs for further development of the system management software. Our query relates to whether this research and development continued in the name of the company or whether it was continued by another company within the Bosasa group during these years.
2. A review of the documentation supplied in File 4 Timeline submitted in response to the letter of findings shows a lack of any documentation or correspondence for the tax year ending 2011 that would indicate a continuation of activities. The referral to the Powerpoint presentation – Annexure O (pages 15 to 21) which include a few photographs and diagrams do not in itself prove that trading continued or that it continued in the company itself. Since no proof of activities are provided for the 2011 tax year the question again arises whether the company continued with the said research and development activities as described by the response to the letter of findings. Supplying documentation or correspondence for this period would not in itself provide proof that the company itself continued to trade and that is the reason why further documentary proof such as invoices, contracts and payslips that were requested would still be required to corroborate your assertion. You have already indicated in your response to the request for information dated 26 June 2014 that this was your complete submission in this regard. We have no objection to your adding any documentation to assist in proving your case.
3. The relevance of requesting the date the prawn processing equipment was moved and brought into use by the lessee is that it is the only revenue received by the company for 2011 and 2012 and that the equipment is leased by a connected party. We do have evidence that the equipment was unused at February 2011 as we have provided to you in our request for information dated 27 May 2014. Your explanation at the oral presentation that a lessee could do with the equipment what they like would not necessarily apply to this related party transaction should the equipment not have been brought into use. The transaction of letting the equipment may not indicate that the company is trading as per your response on 2 August 2013 which concluded that the company had "traded" due to the receiving of the rental income. It is understood by your response to our request that assets can be freely advertised and sold during an agreement of lease and this is accepted. The relevance of the advertisements are that they quote that the equipment is unused.
4. A note to the financial statements in 2010 say that Espadon Marine had taken steps to secure the premises and assets signifying to us that they had moved onto the property and Sea Ark had vacated the premises. Proof of when this event had occurred would be backed up by documentation of the costs Espadon Marine had incurred on behalf of the taxpayer as we believe they would not have incurred costs on your behalf before they had access or rights to use the property.
5. Being that the trading aspect of the company was not the only risk identified we requested further information regarding the capital allowances on assets that were claimed or which you intended to claim in 2013. In allowing the deduction of capital allowances, being section 11(g) and 11(o) of the Income Tax Act our working papers will need to be updated and we hereby request that you supply the workings per paragraph 12 of your response to our request. Requesting the date when assets were finally scrapped or removed from the Sea Ark site is relevant to determine which year the scrapping allowances should be deducted.
6. We apologise that you thought we have included a "trick" question when asking about which company is now trading at the Krugersdorp facility. Our mistake is that we asked the "commencement of this trade". This should have read "commencement of this operation". Your response dated 26 June 2014 is sufficient and no further information is required thereon.



EA242

7. Regarding annexures T1 and T2 – affidavits supplied in response to the letter of findings say that these two employees worked on the software development since the inception of Sea Ark. We do not dispute that they have worked on the software development. We are requesting whether they have “continually” worked on the development. Should they not confirm that they actively worked on the project during the 2011 tax year then the affidavits will not be relevant to the evidence required to prove trading in that tax year.
8. Regarding annexure W - affidavit by Andries Johannes van Tonder received as response to the letter of findings, does not expressly address the letter of intent from Bosasa Operations (Pty) Ltd to purchase remaining assets from Sea Ark and will not be relevant to the evidence required to establish the intention of what the company intended to do with its assets at that time. The relevance of this request relates to the capital allowances claimed by the taxpayer in the following year regarding wear and tear claimed in 2011 on assets that were held for sale in 2010 financial statements. We intend to rely on the note to the financial statements for 2010 and 2011 in this regard.
9. Regarding the “bona fide” VAT error explained per the response to the letter of findings is not clearly concluded. It is clear that the internal accountant did not neglect to do the submissions as Vat returns had been submitted in a timely manner from March 2010 to September 2011. The relevance of this question is to understand the “bona fide” error. Were the invoices raised on time and somehow omitted from the Vat reports or were they raised from September 2011 onwards. We would like to have the facts so that we may consider your request for corrections on the Vat returns. Knowing when these invoices were claimed by Bosasa Operations (Pty) Ltd will indicate whether there was a temporary loss to the fiscus and whether Vat returns should be amended accordingly.
10. As you submitted information as part of your response to the letter of findings we reviewed the information submitted and requested further explanations and/or documentation only on what you have submitted. The submission of this additional documentation/correspondence you have provided in the timeline files could well have occurred in any company within the Bosasa Group and not necessarily the taxpayer. Therefore we have requested further documentation, contracts, payslips and invoices as documentary proof to show in which company these expenses occurred.

We trust that our explanations above satisfy the relevance of the requests made and that you will submit the remainder of the relevant material requested on 27 May 2014 within 7 days. Please explain in detail where information or documentation is not or will not be supplied.

Please provide copies and retain the originals for your records.

Electronically stored data can be submitted by arrangement with the SARS official. Relevant material must be submitted to the SARS official at the address above.

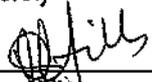
In order to complete the audit or where the scope of the audit is broadened further relevant material may be required.

Despite the required retention period you are obliged to retain all relevant material pertaining to this audit until the audit is concluded.

It is a criminal offence to wilfully and without just cause fail to provide the relevant material.

Should you have any queries relating to this audit, please contact the SARS official mentioned above.

Sincerely

  
 Karen Hills  
 Operational Specialist Audit

  
 Sonet van Eeden  
 Manager Audit

ISSUED ON BEHALF OF THE COMMISSIONER FOR THE SOUTH AFRICAN REVENUE SERVICE

EA243

## EXTRACT OF VORSTER ORAL EVIDENCE TO COMMISSION

30 JANUARY 2019 – DAY 43

you would buy.

**CHAIRPERSON:** Ja which is not ordered specifically.

**MR FRANS HENDRIK STEYN VORSTER:** That is not ordered specific.

**CHAIRPERSON:** Ja.

**MR FRANS HENDRIK STEYN VORSTER:** Specifically.

**CHAIRPERSON:** Okay.

**MR FRANS HENDRIK STEYN VORSTER:** So we, I had to place orders for, excuse me. If he wanted wet cement he will phone me and.

**CHAIRPERSON:** Mr Wakeford?

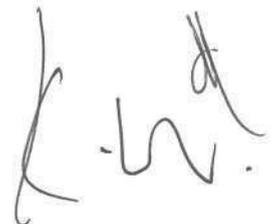
10 **MR FRANS HENDRIK STEYN VORSTER:** Mr Wakeford would phone me and say Frans I need 20 cubes or 30 cubes wet cement and he would give me exactly the specs what he needed to be mixed according to and then he gave me a specific address where this cement needed to be delivered. Now the address that was given to me was at Meyer Park Eco Estate in Meyerton. Now wet cement like I mentioned was ordered from W G Wearne and.

**ADV ZINHLE BUTHELEZI SC:** Yes.

**MR FRANS HENDRIK STEYN VORSTER:** Sometimes I had to order dry cement. A truck full at a stage that was ordered from Randfontein Trading Centre called RTC and of which we had an account with them. I would phone Butch who was the husband of  
20 the owner and say Butch I need 10 tons or 15 tons cement to be delivered to Meyer Park Eco Estate and I would issue the order, give him the order number and he would make sure that it gets delivered to the specific address.

**ADV ZINHLE BUTHELEZI SC:** Do you know why you were buying this cement for Mr Wakeford?

**MR FRANS HENDRIK STEYN VORSTER:** I understand at the end of the day that



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30 JANUARY 2019 – DAY 43

Kevin assisted through another person which he was the owner of the vehicle. This I found out after I did some of my own investigations, to assist Bosasa in a SARS matter.

**ADV ZINHLE BUTHELEZI SC:** Do you know that person?

**MR FRANS HENDRIK STEYN VORSTER:** According to my knowledge the person was George Papadakis.

**ADV ZINHLE BUTHELEZI SC:** George Papadakis?

**MR FRANS HENDRIK STEYN VORSTER:** That is correct. He is the, he is the owner of the house at Meyer Park Eco Estate. At that stage we had no street number, because it was new. So you only had a strand number, but if you ask at the gate they would tell you exactly where to deliver, to deliver the stuff.

**ADV ZINHLE BUTHELEZI SC:** Okay.

**CHAIRPERSON:** Was, was Mr Wakeford building a house? What was he needing the cement for? Do you know?

**MR FRANS HENDRIK STEYN VORSTER:** It looks like Mr Wakeford was just a middle man between Bosasa and George Papadakis.

**CHAIRPERSON:** And did, did you buy cement for him over a certain period of time or was it once or twice that he asked for?

**MR FRANS HENDRIK STEYN VORSTER:** Chair it was over a period of time. It was nearly a year over a period of a year.

20 **CHAIRPERSON:** Yes.

**MR FRANS HENDRIK STEYN VORSTER:** Of a year.

**CHAIRPERSON:** Yes.

**MR FRANS HENDRIK STEYN VORSTER:** So he would not every week phone me. He would phone me as and when needed.

**CHAIRPERSON:** Okay and do you have an idea as to what the monetary value would



EA245

## WG WEARNE REPRESENTATIONS ON CEMENT DELIVERIES

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**AFFIDAVIT**

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I, the undersigned,

Luanda Aston Rebecca Davids

do hereby state further under oath in English that:

The facts deposed to herein are true and correct and are, save where the context indicates otherwise, within my personal knowledge.

This affidavit is submitted for purposes of providing evidence to the Commission of Inquiry into State Capture ("**the Commission**").

1.

I am an adult female with IN: 8502210093081, residing at 56 John Pop Street Eldorado Park Ext 6 and I am employed as a Debtors Supervisor at Ready Mix which is a subsidiary of Wearne situated at 1 Main Road Aureus Randfontein. Tel no. 011459 4500 and cellular number 0764889713.

2.

Wearne is a company that provides raw materials for the building industry such as sand, stone and cement.

3.

On 21/05/2019 the company received a request from the State Capture Commission where they were looking for documentation that would prove that we delivered wet cement to an address in Eco Estate Meyersdal.

4.

As a result of my position in the company, I have access to records and systems where proof of said deliveries could be extracted.

5.

I have established that the Roodekop Ready Mix Plant has closed down. All original paperwork has been destroyed as a request was for documentation for five years after which it is destroyed, as the request was for documentation between 2008 and 2011. We only keep documentation for five years after which it is destroyed.



EA246

Those original documents including the delivery note would have had the drivers name on it. It is therefore not possible to identify who those drivers were. I have also established that many of the company drivers have been retrenched. I have requested a list of those drivers from HR.

6.

I interrogated the access system which processes delivery notes and forms part of a greater accounting system. I was able to retrieve all the information on the computer that had been captured for the invoices requested.

7.

I attached the recovered documentation as follows:

- a) Invoices 12687; 12688 and 12689 cover the deliveries of delivery note numbers 2823212, 282321, 282322 and 2823222. The deliveries were to Meyersdal Eco Estate site 19. Annexure "LARD 1".
- b) Invoices 1593, 15938 and 15939 cover the deliveries of delivery note numbers 2823581, 2823582, 2823583 and 2823585. The delivery were made to site 19 at Meyersdal Eco Estate Annexure "LARD 2".
- c) Invoices 16471 and 16472 cover the deliveries of delivery note numbers 2823605, 2823606, 2823607, 2823608, 2823609, 2823610 and 2823611. The deliveries were made to site 19 Meyersdal Eco Estate. Annexure "LARD 3".
- d) Invoices 16473 and 16474 cover deliveries of delivery notes numbers 2823614 and 2823617. The deliveries were made at site 19 Meyersdal Eco Estate. Annexure "LARD 4".
- e) Invoices 16475 and 17567 cover the deliveries of delivery notes number 2823626 and 2823706. The deliveries were made to 361 Meyersdal Eco Estate (019). Annexure "LARD 5".
- f) Invoices 17343 covers the delivery of delivery note 2823697, which was delivered to 18 Meyersdal Eco Estate. Annexure "LARD 6".



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- g) Invoices 18131 covers the delivery of delivery note number 2823769 which was delivered to site 18 Meyersdal Eco Estate. Annexure "LARD 7"
- h) Invoices 18663 and 18664 cover the delivery of delivery notes number 2823850, 2823851, 2823852, 2823853, 2823861 and 2823863. The deliveries were made to site 19 361 Meyersdal Eco Estate. Annexure "LARD 8".
- i) Invoices 23300 and 23299 covers the delivery notes 2824332, 2824332, 2824334, 2824335, 2824336, 2824337 and 2824338. The deliveries were made to site 19 Meyersdal Eco Estate (361). Annexure "LARD 9".
- j) Invoice 23362 is only a pump invoice and cannot be linked to a delivery address. The document is included as it has been requested by the Commission. Annexure "LARD 10".
- k) Invoice 8417 covers delivery note number 2022349 and was delivered to 10 Tom Muller Street, West Rand Kons. Annexure "LARD 11".
- l) Invoice 19608 is also only a pump invoice and cannot be linked to a delivery address. The document is included as it is requested by the Commission. Annexure "LARD 12"

8.

All of the above invoices were paid for by Bosasa Operations (Pty) Ltd. The total amount of the invoices was R221 233.43.

9.

I attached the email request received from Mr. A. Nixon of the Commission as per annexure "LARD 13".

10.

I know and understand the content of this statement.

I have no objection to taking the prescribed oath.

I consider the prescribed oath to be binding on my conscience.

A handwritten signature in black ink, appearing to be 'K. W.' with a small '3' above the 'W'. The signature is written in a cursive style.

EA248

*Appendix 'LAND 13'*

**Luanda Davids**

**From:** Luanda Davids  
**Sent:** 27 May 2019 01:39 PM  
**To:** 'Alan A. Nixon'  
**Subject:** RE: Request: State Capture Commission

Good day Alan

It is confirmed that the delivery address is Echo Estate, Meyersdal, for that product of concrete.

The figures after the 28 Feb, is payments made to Wearna.

Kind Regards

**From:** Alan A. Nixon [mailto:AlanN@commissionsc.org.za]  
**Sent:** 27 May 2019 12:17 PM  
**To:** Luanda Davids  
**Subject:** RE: Request: State Capture Commission

Good afternoon Luanda

Thank you for the information. Please could you assist in providing clarity on the following:

- Confirm that all the Invoices (listed in the table below) were for the provision of items (cement/ stone) to the same address in Echo Estate, Meyersdal.
- Indicate what the figures after the date depict on the ledger (ie 28 Feb 09/012 \_ please indicate what the 012 denotes).

Kind regards

Alan

Wearna Ready Mixed Concrete (Pty) Ltd					
Sales Transactions Report printed at 13:24 on Tuesday, 21 May 2019					
Customer	Date/Period	Type	Header Ref.	R Net	R Gross
BOS002	28 FEB 09/012	INV	12687	4 715,76	5 375,97
BOS002	28 FEB 09/012	INV	12688	4 715,76	5 375,98
BOS002	28 FEB 09/012	INV	12689	7 859,60	8 959,94
BOS002	14 APR 09/02	INV	15937	8 777,58	10 006,44
BOS002	14 APR 09/02	INV	15938	4 388,79	5 003,22
BOS002	14 APR 09/02	INV	12939	3 989,80	4 548,37
BOS002	20 APR 09/02	INV	16471	18 353,08	20 922,50
BOS002	20 APR 09/02	INV	16472	16 757,16	19 103,15
BOS002	20 APR 09/02	INV	16473	4 787,76	5 458,05
BOS002	20 APR 09/02	INV	16474	3 989,80	4 548,37
BOS002	20 APR 09/02	INV	16475	3 989,80	4 548,37

*Handwritten signature/initials*

EA249

BOS002	30 APR 09/02	INV	- 17343	4 715,76	5 375,97
BOS002	30 APR 09/02	INV	- 17569	4 715,76	5 375,97
BOS002	19 MAY 09/03	INV	- 18131	4 715,76	5 375,97
BOS002	21 MAY 09/03	INV	- 18663	44 685,76	50 941,78
BOS002	21 MAY 09/03	INV	- 18664	7 181,76	8 187,07
BOS002	30 MAY 09/03	INV	- 19608	4 755,00	5 420,70
BOS002	22 JUL 09/05	INV	- 23300	17 999,08	20 518,94
BOS002	22 JUL 09/05	INV	- 23299	14 726,52	16 788,24
BOS002	22 JUL 09/05	INV	- 23362	4 080,00	4 651,20
BOS002	11 DEC 08/010	INV	INV 8417	4 164,24	4 747,23
					221 283,43

From: Alan A. Nixon  
 Sent: Tuesday, 21 May 2019 15:50  
 To: 'Luanda Davids' <LuandaD@wearne.co.za>  
 Subject: RE: Request: State Capture Commission

Good afternoon Luanda

Thank you for the very quick response. I will have a look shortly, just a quick point of clarity please; are all the attached invoices for delivery to same address in Echo Estate, Meyersdal.

Kind regards

Alan

From: Luanda Davids <LuandaD@wearne.co.za>  
 Sent: Tuesday, 21 May 2019 13:32  
 To: Alan A. Nixon <AlanN@commissionsc.org.za>  
 Subject: FW: Request: State Capture Commission

On spec. On site. On time.



Good day

Please herewith find the mail attached, with invoices.

I also attached the ledger of the 2 accounts we had for Bosasa/ Bosasa Operations.

The delivery address was for Echo Estate, Meyersdal

Unfortunately we do not have any delivery notes available in our archives anymore for the 2008 & 2009 financial years.

Kind Regards

*Handwritten signature: K.W. ME P*

EA250

**Luanda Davids**  
Debtors Supervisor - Ready Mix

**Important Notice:** Due to high levels of fraud attempts currently circulating, please note that Wearne's banking details **HAVE NOT** and **WILL NOT** change. Please inform us immediately if you receive any requests of any sort. Thanking you in advance for your assistance.

| tel: 011 459 4500 - 4549 | fax: 086 276 3593 (fax2email) | [www.wearne.co.za](http://www.wearne.co.za) |  
| address: Main Road, Aureus, Randfontein |  
| postal address: P.O. Box 192, Randfontein, 1760 |

From: Alan A. Nixon [<mailto:AlanN@commisslonsc.org.za>]  
Sent: 21 May 2019 12:29 PM  
To: Santana Viljoen <[SantanaV@wearne.co.za](mailto:SantanaV@wearne.co.za)>  
Subject: Request: State Capture Commission

Good morning Santana

discussed, please find the following request for information.

As you may be aware, evidence was led before the Commission of Inquiry into State Capture by Mr Agrizzi that "Kevin Wakeford had made an arrangement with Gavin Watson that Bosasa would provide both wet and dry cement to a property in Meyersdal which was owned by George Papadakis. Frans Vorster would receive orders on a weekly basis in this regard"

According to information, certain of the cement was delivered by Wearne to a delivery address in Echo Estate Meyersdal (George Papadakis address). The instructions to Wearne would most likely have come from Mr Voster, although possibly any one of the other individuals mentioned above. It appears that the invoice and payment for the delivery of the cement would have been in the name of / from Bosasa Operations (Pty) Ltd and all other Bosasa related entities and/ or subsidiaries (the majority of which we have listed below); hereinafter collectively referred to as the African Global Group. The period of delivery appears to be within the period 01 March 2008 to 01 March 2011.

Kindly assist in providing copies of all correspondence relating to orders placed, the order reflecting the delivery address and all invoices reflecting sales / deliveries to the African Global Group (all Bosasa related entities) and the payment records reflecting payment for such, over the period 01 March 2008 and 01 March 2011. Kindly also indicate whether you have Mr George Papadakis listed as a customer.

Should you require an official request for information signed by the Secretary of the Commission, kindly indicate such.

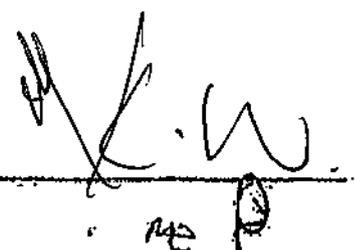
Thank you in advance for your assistance.

Kind regards

Alan

List of Bosasa related entities:

- 1.1 Bosasa Operations (Pty) Ltd 1981/012426/07 now African Global Operations (Pty) Ltd;
- 1.2 Bosasa Properties (Pty) Ltd Reg No. 1989/005154/07



EA251

- 1.3 Leading Prospect Trading 111 (Pty) Ltd t/a Lindela Reg No. 2002/017229/07
- 1.4 Bosasa Development (Pty) Ltd Reg No. 2001/005869/07
- 1.5 Bosasa Security (Pty) Ltd Reg No. 1995/010121/07
- 1.6 Bosasa IT (Pty) Ltd Reg No. 2002/025488/07
- 1.7 Bosasa Security Commercial (Pty) Ltd Reg No. 2002/024932/07
- 1.8 Bosasa Kloof Sasol (Pty) Ltd Reg No. 2002/025250/07
- 1.9 Bosasa Transport (Pty) Ltd Reg No. 1997/011811/07
- 1.10 Bosasa Development (Pty) Ltd Reg No. 2001/005869/07; Formerly: Bosasa Technologies
- 1.11 Economic Prospecting and Investment (Pty) Ltd Trading as Nkonjane Reg. No. 2003/003331/07
- 1.12 Bosasa Agri Co (Pty) Ltd Reg No. 2002/025363/07

Alan Nixon

COMMISSION OF INQUIRY INTO STATE CAPTURE | Hillside House, 3rd Floor, 17 Empire Road, Parktown,  
Johannesburg, 2193 | Gauteng | South Africa |

xxxxxxx email: [alann@commissionsc.org.za](mailto:alann@commissionsc.org.za) | [www.sastatecapture.org.za](http://www.sastatecapture.org.za)



*K.W.*

EA252

## GREAT PLAINS EXTRACT OF RTC INVOICES

Voucher Number	Vendor Name	Vendor ID	Document Type	Document Date	Document Number	Document Amount
00102945	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	09/06/24	138835	3 335.00
00102944	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	09/07/14	139158	10 672.00
00104353	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	09/08/04	139514	10 672.00
00104275	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	09/08/07	139564	1 735.02
00102973	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	09/08/20	139752	6 670.00
00105578	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	09/08/25	139814	333.50
00104278	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	09/08/31	139944	1 640.00
00104352	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	09/08/31	139932	10 672.00
00105573	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	09/09/04	140045	400.20
00105576	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	09/09/04	140044	1 640.00
00105693	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	09/09/10	140140	10 672.00
00105570	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	09/09/23	140355	3 711.78
00105692	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	09/09/23	140354	10 672.00
00107788	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	09/10/13	140660	6 670.00
00108139	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	09/10/21	140762	1 529.97
00107451	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	09/10/26	140832	4 439.15
00109246	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	09/11/24	141245	513.00
00109248	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	09/11/24	141244	400.20
00094606	RTC -BUILD IT (ACC MER002)	RAN004	Credit Note	09/12/17	136822A	-833.28
00094607	RTC -BUILD IT (ACC MER002)	RAN004	Credit Note	09/12/17	136812A	-4800
00091718	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	09/12/17	136812	4 800.00
00091719	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	09/12/17	136822	833.28
00114044	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	10/02/02	142174	1 710.00
00114045	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	10/02/02	142181	833.63
00114101	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	10/02/08	142284	1 748.75
00112273	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	10/02/11	142337	1 049.25
00113207	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	10/02/11	142338	1 748.75
00114046	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	10/02/11	142341	923.40
00114018	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	10/03/12	142823	2 717.60
00116905	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	10/03/25	143042	833.63
00116906	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	10/03/30	143125	833.63
00118465	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	10/05/05	143639	1 998.00
00118713	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	10/05/13	143774	1 710.00
00120067	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	10/06/01	144053	1 045.00
00120066	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	10/06/21	144314	1 710.00
00119988	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	10/06/24	144385	3 475.00
00121833	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	10/07/08	144610	566.88
00124794	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	10/09/09	145449	1 710.00
00124800	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	10/09/09	145450	513.00
00124801	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	10/09/09	145451	1 700.00
00128165	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	10/11/17	146234	2 600.91
00128167	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	10/11/22	146266	2 600.91
00128163	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	10/11/29	146367	1 559.97
00129294	RTC -BUILD IT (ACC MER002)	RAN004	Invoice	10/12/01	146414	1 559.97

EA253

SINGLE RTC CREDIT NOTE FOR DELIVERY TO MEYERSDAL ECO ESTATE

CLIENT TAX#: 4070165735

CUSTOMER

BOSASA (CEMENT ACC)(C/G)  
ECO ESTATES SITE 361  
MEYERSDAL HENNIE  
TEL.(W) : 0116626047DRIEKIE  
TEL.(H) : 0116626147FAX

RTC-BUILD IT  
JACKETH (PTY) LTD  
P.O. BOX 1275, RANDEBURG, 1760  
16 MAIN ROAD, RANDEBURG  
TEL:(011)42-1037/8/9 FAX:(011)692-3539  
VAT VENDOR NO.4860120205  
DELIVER :  
ECO ESTATES SITE 361  
MEYERSDAL HENNIE

DOCUMENT INFO  
INVOICE  
TAX INVOICE

SALES REP. : 3 - NEELS PA. 1

DATE & TIME	DOCUMENT NR.	ACCOUNT NR.	ORDER NR.
2010/02/26 06:39	142584	BOS001	

CODE	DESCRIPTION	UNIT	QTY	PRICE	LINE	DISC.%	EACH	TOTAL
APC/E	CEMENT 50KG-CENTRAL-TAKEN+DEL LINKED TO APC		40.00	59.95		0.00	67.95	2735.00

*Lucretia Pasaal*  
5672.00

40.00	<b>AMOUNT DUE</b>	2796.00
Standard Rate: 14.0%	TOTAL VAT: 343.61	TOTAL (EXCL) 2452.39

PLEASE CHECK GOODS WITH INVOICE

NAME:  
SIGNATURE:

*T. S. A.*

EA254

CLIENT TAX#: 4070165735

**CUSTOMER**

BOSASA (CEMENT ACC) (C/G)  
NOT ORDERED  
TEL.(W) : 0116626047DRIEKIE  
TEL.(H) : 0116626147FAX

ETC-BUILD IT  
JANETH (PTY) LTD  
P.O. BOX 1275, BANGFENTEIN, 1760  
15 MAIN ROAD, BANGFENTEIN  
TEL: (011) 412-1037/8/9 FAX: (011) 692-3929  
VAT: VENDOR NO. 4860120205  
DELIVER :  
NOT ORDERED

**DOCUMENT INFO**

TAX CREDIT NOTE  
TAX CREDIT NOTE

SALES REP. : 2 - BUTCH

PA. 1

DATE & TIME	DOCUMENT NR.	ACCOUNT NR.	ORDER NR.
2010/02/26 07:53	5672	BOS001	

CODE	DESCRIPTION	UNIT	QTY	PRICE	INC	DISC.A	EACH	TOTAL
APC/E	CEMENT SOBG-CENTRAC-TAKEN+DEL LINKED TO APC RELATED INV. NO. : 142554		40.00	69.95	0.00		69.95	2798.00
								<b>AMOUNT DUE</b>
								40.00

Standard Rate: 14.0% TOTAL VAT: 343.61

TOTAL (INCL) 2554.39

2798.00

NAME:

SIGNATURE:



FIRST AUDIT REQUEST DELIVERED TO BOSASA**ENFORCEMENT****AUDIT**

**Office**  
Megawatt Park

**Enquiries**  
Johan Klingenberg

**Telephone**  
011 602 4304

**E-mail**  
jklingenberg@sars.gov.za

**Facsimile**  
086 610 2072

**Room**  
Second Floor Block B

**Reference**  
9628003023  
4460166046

**Date**  
23 March 2011

The Public Officer

Phezulu Fencing (Pty) Ltd  
Private Bag 2002  
Krugersdorp  
1740

Attention: Mr Peet Venter

**South African Revenue Service**

Megawatt Park, Block A & B, Maxwell  
Drive, Sunninghill Sandton.  
Private Bag X187,  
Rivonia, 2128

Telephone (011) 602 2000

Website: [www.sars.gov.za](http://www.sars.gov.za)

Dear Sir

<b>VENDOR:</b>	Phezulu Fencing (Pty) Ltd
<b>IT REFERENCE NO.:</b>	9628003023
<b>VAT REFERENCE NO.:</b>	4460166046
<b>PERIOD(S) UNDER AUDIT:</b>	2007 - 2010
<b>TAX TYPE:</b>	Income Tax and VAT.

**TAX AUDIT: REQUEST FOR INFORMATION, DOCUMENTS OR THINGS**

According to the engagement letter sent to you on 18 August 2010, SARS will be conducting an audit on the tax affairs of Phezulu Fencing (Pty) Ltd.

Please be informed that SARS requires the following information/documentation for inspection within seven (7) business days of the date of delivery of this letter, in terms of section 74A of the Income Tax Act (as amended) and section 57A of the VAT Act.

- 1) Documentary proof in respect of audit sample selected for the 2007 – 2009 years of assessment. (Please refer to attached schedule)
- 2) Detailed capital gains calculations for the 2007 – 2009 years of assessment.
- 3) Documentary proof in respect of sales that gave rise to the capital gains declared in the 2007 – 2009 years of assessment
- 4) Documentary proof in respect of the base cost used in calculating the capital gains declared in the 2007 – 2009 years of assessment
- 5) Detailed calculations in respect of 24C allowances claimed in the 2007 and 2008 Income Tax returns. (Documentary proof will be requested on a sample basis)
- 6) Please provide a detailed explanation of the "Installer Retention" general ledger accounts and how it is accounted for in the annual financial statements.

EA256

- 7) Please indicate which general ledger accounts should be used to calculate the following amounts on the annual financial statements for 2007 - 2009:
- Loan, Receivables and Investments
  - Trade and other receivables
  - Borrowings
  - Trade and other payables
- 8) Bank statements indicating the balance on the following dates of all bank accounts held by Phezulu Fencing (Pty) Ltd
- 28 February 2007
  - 29 February 2008
  - 28 February 2009
- 9) Please explain differences found in respect of reconciliation done between income declared on VAT 201 and Income Tax returns submitted for the 2007 – 2009 years of assessment. (Please refer to attached schedules.)

Should you require additional time, please do not hesitate to contact the writer:

If any of the information/documentation requested above is not available for any reason whatsoever, you are required to respond in writing why it is not available and when the information/documentation can be obtained.

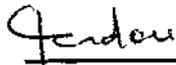
You are reminded that an employer is obliged, in terms of Section 73A of the Income Tax Act (as amended) and section 55 of the VAT Act to retain such records for a period of five years.

You are also reminded that a taxpayer/trader is liable for prosecution in the event of, *inter alia*, failure to supply the information/documentation requested.

We thank you sincerely for your co-operation.

Yours faithfully,

  
\_\_\_\_\_  
**Johan Klingenberg**  
Audit Team Member

  
\_\_\_\_\_  
**Christopher Ndou**  
Audit Team Leader

for Commissioner: SARS



EA257

## EXTRACT OF VORSTER'S APRIL 2019 AFFIDAVIT TO COMMISSION

I confirm the contents of this paragraph as well as my testimony save for stating that the suburb is Meyersdal.

5. Ad Paragraph 99 and 100

I deny the allegations in these paragraphs and I can confirm that I personally was introduced to Mr Wakeford he was brought to my procurement office at BOSASA office park by Mr Gavin Watson.

At a later stage Mr Gavin Watson came to my office and informed me that Kevin would phone me with certain orders for cement and he would supply me with the address where the cement must be delivered. He gave me Kevin's cell phone number and I then phoned Kevin and gave him my mobile number.

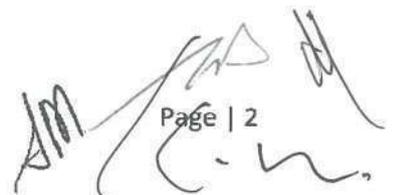
Kevin then requested me to order the cement and he then gave me the address where the delivery should be made.

To the best of my recollection these orders for cement took place between 2009 and 2011.

The delivery address given to me by Kevin was in fact at Meyersdal and not Meyerton.

Kevin was further a regular visitor at BOSAS office park, and I saw him on many occasions.

I further wish to bring the Commissions attention that owing to my appearance and size as well as the position that I held at BOSASA during that time I was not a person that would be easily missed.



WHEN AGRIZZI NOW CLAIMS CEMENT STARTED

ANNEX KW-87-1  
EA2589

**From:** [Kevin](#)  
**To:** [Angelo Agrizzi](#)  
**Date:** Wed, 20 Jul 2011 12:08:24 +0200  
**Subject:** Cement Quote

Hi Angelo

Could you give me a quote on 30 cubic metres of 20 NPA cement including VAT?

Regards

*CIRCA WHEN  
CEMENT STARTED.*

Kevin

*K.W.* 

EA259

## EXTRACT OF AGRIZZI ORAL EVIDENCE TO COMMISSION

28 JANUARY 2019 – DAY 41

**MR ANGELO AGRIZZI:** And then we basically would get an order to say that you need to deliver wet and dry cement.

**ADV PAUL PRETORIUS SC:** Wet and dry or wet or dry?

**MR ANGELO AGRIZZI:** Wet and dry.

**ADV PAUL PRETORIUS SC:** Alright.

**MR ANGELO AGRIZZI:** Cement to a certain property in Meyersdal, but I think that Frans Vorster or the next witness will deal more thoroughly with that incident.

**ADV PAUL PRETORIUS SC:** Do you know who owned that property in Meyersdal?

**MR ANGELO AGRIZZI:** That was owned by Mr Papadakis.

10 **ADV PAUL PRETORIUS SC:** Do you know whether cement deliveries were indeed made and, Chair, there will be further evidence in relation to those transactions. Let us move on please to paragraph 44 where you talk of the Department of Home Affairs and certain renegotiations which took place in relation to the Lindele repatriation centres?

**MR ANGELO AGRIZZI:** That is correct.

**ADV PAUL PRETORIUS SC:** You say you went to the meeting where Mr Watson and Mr Wakeford would have discussed matters relating to the investigation of SARS with Mr Papadakis?

**MR ANGELO AGRIZZI:** I was not in the – I cannot recall being in the meeting with Mr Papadakis and Mr Wakeford and Mr Watson.

20 **ADV PAUL PRETORIUS SC:** The evidence you can give you have already given?

**MR ANGELO AGRIZZI:** Yes.

**ADV PAUL PRETORIUS SC:** Let us go then to paragraph 44, the Lindele repatriation centre. You have told the, Chair, that that centre was a facility owned by the Bosasa groups. You say here in the statement specifically by Bosasa Properties Pty Limited?

**MR ANGELO AGRIZZI:** That is correct, Chair.



## EXTRACT OF VORSTER EVIDENCE TO BOSASA 417 ENQUIRY

2 October 2020  
Volume 34

57

3948  
EA260  
Insolvent Estate:  
African Global Operations  
G155/19

ADV LOURENS: Okay, paragraph 29, you say:

*During 2008 I was introduced to Kevin Wakeford.*

Who is he?

MR VORSTER: Kevin Wakeford is a friend, a colleague of the Watson  
5 family.

ADV LOURENS: *During late 2009 Gavin Watson called me in and said  
that Kevin will speak to me and instructed me to  
him with the buying and delivering of wet and dry  
cement.*

10 What is that? Why? Why would this take place?

MR VORSTER: *I don't know. I can't tell you why. Kevin was brought to my  
office, he was introduced to me, Gavin said, Here is Kevin's  
number, Kevin, there is Frans' number. Frans, Kevin will  
phone you for cement to be delivered, he gave me a specific  
15 address where it needs to be delivered and then Kevin  
would order the cement through me. So dry cement, it's  
normal bags of cement; wet cement is cement that was  
mixed, so it would go with a truck to be delivered.*

ADV LOURENS: So this is just another example where through Bosasa  
20 benefits to third parties are procured.

MR VORSTER: That's correct.

ADV LOURENS: *And you never asked any questions about that?*

MR VORSTER: *I've said to you, maybe you did not listen previously, ...*

ADV LOURENS: *I listen.*

25 MR VORSTER: *... yeah, when I told you that you would not go and complain*

2 October 2020  
Volume 34

58

3949  
EA261  
Insolvent Estate:  
African Global Operations  
G155/19

- about anything. He ran the country basically. He dictated, we had it on tape where he dictates to Mr Zuma how things will be done, how Mr Zuma would give the Hawks instructions or how he would speak to the NPA to do certain things.
- 5
- ADV LOURENS: What things?
- MR VORSTER: Maybe you're not living in South Africa. How things ... all the investigations against the company.
- ADV LOURENS: What things, Mr Vorster.
- 10 MR VORSTER: I've answered you. Let's leave it there.
- ADV LOURENS: No, I'm asking you, what things in relation to the company? You say Mr Watson instructs Mr Zuma to instruct the Hawks or whoever to investigate or not investigate certain things of the company. What things?
- 15 MR VORSTER: What things?
- ADV LOURENS: Yes.
- MR VORSTER: Maybe the corruption against them. There were, in 2010, the SIU, that investigation against the company. That was one of the things. That's one of the things that I'm locked
- 20
- ADV LOURENS: And what else?
- MR VORSTER: I don't know what else. At this stage this is the big case.
- ADV LOURENS: No-no, I'm asking you what else. You say Mr Watson phones Mr Zuma to instruct the Hawks on certain issues.
- 25
- I'm asking you, what are those issues? You say "the



EA262

## DRAFT INPUT INTO LETTER TO SARS OF MAY 2013

**Subject:** RE: Draft Input  
**Date:** Friday, 19 April 2013 at 08:28:35 South Africa Standard Time  
**From:** Andries van Tonder  
**To:** Kevin Wakeford  
**Attachments:** image001.jpg

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**From:** Kevin Wakeford [mailto:kevin@wakefordenterprises.co.za]  
**Sent:** 19 April 2013 08:15 AM  
**To:** Andries van Tonder  
**Subject:** Draft Input

**DRAFT**

-  
It is our considered opinion that certain rightwing elements within SARS are collaborating with similar forces within the media and criminal justice system in collusion with our major competitors to discredit the BOSASA Group of companies. We are seriously concerned about the sustained harassment of our Group by Statutory Agencies of the State. The malicious, seamless and sequenced approach of their attack on our Group of Companies can no longer be regarded as merely coincidental. The on-going strategic leaks to the media are equally concerning.

Given the Bosasa Group's overwhelming BBBEE successes and consequent growth of the business, balance sheet and employment of 10 000 employees, the current modus of doing business in SA is severely threatened. In addition, the conservative establishment in the diversified services sector are awestruck by our growth in market share and hugely threatened by this. They are harnessing their old regime connections within the State to unseat us to avoid the cost and pain of transforming their companies.

The Bosasa Group are now investigating this emergent pattern of sequenced harassment and victimisation. The loss of revenue, the loss of potential finance of particular high value projects and the loss of reputation, let alone the extremely high cost of defending our company against these surreptitious attacks will be quantified and recovered via the judiciary, if it is the last thing we do!



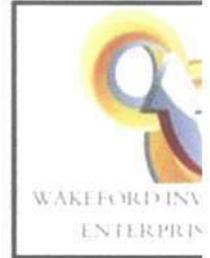
Page 1 of 2

EA263

**WAKEFORD INVESTMENT ENTERPRISES CC**

Registration No: 2006/173360/23 - VAT Registration No: 4370 232 544

PO Box 67163, Bryanston 2021 - TEL : +27 83 252 4978  
e-mail: kevin@wakefordenterprises.co.za



A handwritten signature in black ink, appearing to be 'Kevin', written in a cursive style.

EMAIL OF 03 MAY 2013 FOLLOWING FROM 19 APRIL 2013 EMAIL

EA26U

**Subject:** Letter  
**Date:** Friday, 03 May 2013 at 11:52:14 South Africa Standard Time  
**From:** Andries van Tonder  
**To:** Kevin Wakeford (kevin@wakefordenterprises.co.za)  
**Attachments:** SARS letter.docx

.....more detail of the specific companies, assets, etc.

The purpose of this letter is to get a meeting set up for Gavin and some directors with Mr Makwakwa, and I don't know whether the "Conclusion" paragraph might scare him off? You know the political side of it much better than me, and how Mr Makwakwa may perceive the content of this letter?

I await your advice

Kind regards  
Andries



## ATTACHMENT TO EMAIL OF 03 MAY 2013 SENT BY VAN TONDER

EA265

**The SARS Group Executive: Audit**

SARS Head Office

Pretoria

Dear Mr Makwakwa,

- **Purpose of this letter**

We wish to respectfully bring to your attention some matters that are of the utmost concern to the Management & Directors of The Bosasa Group of Companies, which points to the fact that the SARS audits have gone beyond the limits of impartiality, and are not without bias.

This letter is by no means to be construed as an attack on you or your department but a mere factual encounter which we have experienced.

- **Information and facts about the Bosasa Group of Companies**

Main activities of Business and Services:

- Physical Guarding Solutions
- Catering
- Child and Youth Care
- Electronic Security Solutions
- Turnkey Solutions
- Fleet Management Services

**Group Annual Turnover:** R 1,843,763,040

**Number of employees:** 6300

**Economic empowerment rating:** BBBEE

**Taxes paid and collected for the 2013 tax year:**

Income tax: R 36,536,757

VAT: R 123,898,442

PAYE: R 29,227,158

**Total: R 189,712,357**

- **SARS Audits, procedures and related matters**

- **Audits**

During the last three years the Bosasa Group and its subsidiaries have undergone a series of pre-audit assessments and actual in-depth audits from SARS and we have on every occasion complied with the requirements as per the Audit requests. For ease of reference, please refer to the attached Annexure in this regard. We at all times complied with the requirements as per auditor's request



EA266

- **Cost of the audits to the Bosasa Group**

The direct and indirect cost to the Bosasa Group is extremely high. The continuous request for information and lack to finalise audits is time consuming and counter productive

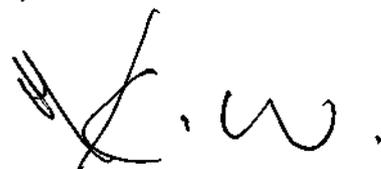
- **Bosasa Operations (Pty) Ltd (Ref 9140114621)** audit was finalised and we received an audit finalisation letter dated 27 February 2013. Based on the outcome of the audit, SARS issued an amended assessment to Bosasa Operations (Pty) Ltd. We submitted a formal objection to the amended assessment within the prescribed period, as per the Act. The objection was based on the grounds that the 2009 tax year has prescribed. During a recent telephonic discussion between your audit specialist Ms Herbst, and our Income tax consultant Mr Peet Venter, Ms Herbst mentioned that, had SARS head office not been "dragging their feet", we would not have been successful with our objection. We ask the question whether the prescription did not trigger the spate of enquiries that followed. This creates the perception with us, that there might be third parties involved, who use SARS as a means to destabilize the Bosasa Group. Top management feels that we have a right to be treated "impartially, fairly, equitably and without bias". Furthermore, we have a "right to privacy and the treatment of our information as secret and confidential that may only be used for the purpose for which it was obtained".

- **Letters from SARS: Request for relevant Material**

Subsequent to the completion of this extensive SARS audit, Bosasa Operations, as well as certain of its service providers received undated "Request for relevant material" letters on SARS letterheads, signed by Messrs Herbst and van Eeden. The nature and content of this "request for relevant information letter" immediately after such an extensive audit, as well as the manner in which the preceding audit was conducted raised the concern that the Bosasa Group is being victimised in the process.

On the 15<sup>th</sup> of April 2013 we forwarded an e-mail to Ms Herbst requesting clarity on the purpose of the above mentioned "Request for relevant material letters", and more specifically we required whether these letters now implies an extension to the previous audit on Bosasa Operations and as to what the Objective of the said letters are. Ms Herbst vaguely replied on the same date "The request for relevant material was sent for information purposes", and "We have the right to certainty and to be informed, assisted and heard"

The above mentioned request for relevant material is for the period 1 March 2009 to 28 February 2012. The period 1 March 2009 – 28 February 2010 overlaps one year of audit previously conducted, and an amended assessment was issued for this period. Ms Herbst has failed to indicate whether this request for information letters for the period 1 March 2010 – 28 February 2012 forms part of an official audit for this period as we have not received such a letter of engagement. This again is in breach of our "right to certainty and to be informed, assisted and heard"

A handwritten signature in black ink, appearing to be 'K. W.', is located at the bottom right of the page.

EA267

In the above mentioned letters Ms Herbst requested the various receivers of the above mentioned letters to “please do not make known the contents of this letter to the taxpayer”. This is in direct contrast with our right to privacy and the treatment of information as secret and confidential”. These requests created a perception with the relevant service providers who received these letters that our tax affairs are not in order. We feel that this is in breach with our right “to be treated fairly” unless we act otherwise. We never knowingly submitted incorrect information to SARS, therefore Ms Herbst has no right to create this negative perception with our service providers.

- **Materiality as a measure for risk profiling to determine in depth audits**

Taking into account the audits performed and completed, the materiality of the above “Letters from SARS: Request for relevant Material” is difficult to understand

- **Ms Herbst’s engagement with junior staff**

Ms Herbst furthermore engaged with junior staff requesting specific information, who were not authorised by means of required company resolutions to do so. This is in breach with our right to confidentiality – “only permit those employees within the administration who are authorized by law and require your personal or financial information to administer their programmes and legislation, to access your information”. The Bosasa Group CEO’s salary package and the way it was structured was questioned during an informal forum between your audit staff and our tax advisor in the presence of junior staff. This discussion was unfounded and compromised the confidential nature of the CEO’s remuneration package.

- **Appointment and allocation of SARS auditors to the Bosasa Group audit**

It is a concern to us that the operational black owned and managed Bosasa Group of Companies, was audited by only white, Afrikaans speaking individuals. This raised serious concerns within the Bosasa board of directors as to what/who the main drive behind this continuous engagement of SARS with the Bosasa Group might be? The Bosasa Group has the right to be “treated with respect, courtesy, consideration and sensitivity having regard to your individual, cultural and specific needs”.

• **Conclusion**

The directors and Management of the Bosasa Group of Companies is of the opinion that certain right-wing elements within SARS are collaborating with similar forces within the media and criminal justice system in collusion with our major competitors to discredit the BOSASA Group of companies. We are seriously concerned about the sustained harassment of our Group by Statutory Agencies of the State. The malicious, seamless and sequenced approach of their attack on our Group of Companies can no longer be regarded as merely coincidental. The on-going strategic leaks to the media are equally concerning.

Given the Bosasa Group’s overwhelming BBBEE successes and consequent growth of the business, balance sheet and employment in excess of 6,300 employees, the current modus of doing business in SA is severely threatened by subjective negative perceptions created in

EA268

the market place. In addition, the conservative establishment in the diversified services sector are awestruck by our growth in market share and hugely threatened by this. They are harnessing their old regime connections within the State to unseat us to avoid the cost and pain of transforming their companies.

We are now investigating this emergent pattern of sequenced harassment and victimisation. The loss of revenue, the loss of potential finance of particular high value projects and the loss of reputation, let alone the extremely high cost of defending our company against these surreptitious attacks will be quantified and recovered via the judiciary.

The direct cost to Bosasa from the SARS audits and the continuous request for information is extremely high. Bosasa has not budgeted for this cost, and our annual salary and wage review is directly affected by this cost. This is in direct breach with our right in terms of "minimising our cost in complying with the income tax law", and with specific reference to our additional costs to comply with the law in terms of the tax audits and request for information letters.

In terms of our constitutional rights, we reserve our rights to fully comply with all legal requirements and in so doing, also protect the rights of our company in being victimised.

- **Your kind consideration** of the Bosasa Group audit position will be appreciated
- **Request for a meeting**
  - In light of the above, we kindly request to meet with you so that we can amicably work on a way forward that will benefit all parties.

Yours sincerely

For the Bosasa Group of Directors

A handwritten signature in black ink, appearing to be 'L. W. D.', written in a cursive style.

## ANNEXURE

### SARS CONDUCTED AUDITS ON THE FOLLOWING ENTITIES

- 1. Phezulu Fencing (Pty)Ltd - Income tax no. 9628/003/02/3 & VAT no. 4460166046**
  - During 2010 Johan Klingsberg started an in-depth audit but never finalised the audit.
  - The audit included the 2007, 2008 & 2009 Tax years.
  - On 15 February 2012, Johan said he is going to finalize the audit.
  - On 17 April 2012, Johan apologised and said he would finalize the audit during the first week of May 2012.
  - On 3 October 2012, Riette Herbst took over the case. She issued a "request for material" on the 2007 to 2011 tax years. This was an in-depth request for information - a 27 point request for information.
  - Audit was finalized in February 2013
  - No material mistakes were found.
  
- 2. Sondolo IT (Pty)Ltd – Income tax no. 9121/853/15/5 & VAT no. 4370217186**
  - An engagement letter was issued on 31 January 2011
  - This was a 32 point in-depth request for information.
  - The audit was concluded and an assessment letter was received on the 16<sup>th</sup> of February 2012.
  - Only bona-fide errors were found and corrected
  
- 3. Bosasa Operations (Pty)Ltd – Income Tax no. 9140/114/62/1 & VAT no. 4070165735**
  - An engagement letter was issued on 28 February 2012 (a week after the finalization of the Sondolo IT audit).
  - A 28 point in-depth request for information on the 2008, 2009 & 2010 Tax years.
  - The request for information included questions like, internal policies, minutes of meetings and description of systems.
  - The audit was concluded during February 2013 and assessments were raised on the 2009 & 2010 tax years.
  - We objected against both assessments. Riette informed us that our objection on the 2009 year was allowed and the assessment is to be reversed due to prescription.
  
- 4. Querec Investments (Pty)Ltd – Income tax number: 9457/005/64/4**
  - An engagement letter was issued on 20 March 2012.
  - Audit of the 2008, 2009 & 2010 tax years
  - Audit was finalized in July 2012
  
- 5. Leading Prospect Trading(Pty)Ltd – Income Tax number: 9289/420/14/4**
  - During July 2012 we received a query on various items.



EA270

- Two months later the case was finalised without any material mistakes.

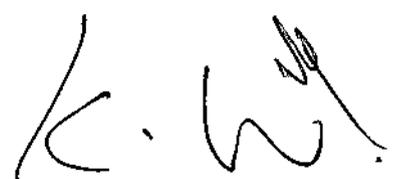
**6. Bosasa Supply Chain Management(Pty)Ltd – Income tax number: 9398/232/14/1**

- On 11 April 2013 we received a “Notification of Corporate Income Tax audit”.
- The request for information goes as far back as 2008.
- This is once again an in-depth audit.

**7. Subsequent to the completion of the Bosasa Operations(Pty)Ltd audit, we received 8 “Request for relevant material letters”.**

Similar letters were sent to the service providers.

Riette Herbst requested that the various receivers of the letters to “please do not make known the content of this letter to the taxpayer”.



## EMAIL REFERRING TO PAPADAKIS AS ADVISER IN 2016

EA271

**Subject:** DRAFT LETTER  
**Date:** Saturday, 16 July 2016 at 23:05:28 South Africa Standard Time  
**From:** Kevin Wakeford  
**To:** Chrisna Papadakis (cpapadakis@mweb.co.za)  
**Attachments:** TAX 2015 Letter.docx, TAX 2015  
2260719\_209329924FARMING\_LOSS\_QUERY\_KPE\_WAKEFORD.pdf, Tax 2015  
2260719\_209329933Email\_Correspondence.pdf, Tax 2015 KPE WAKEFORD TRADING AS  
BEATRIX ENTERPRISES.pdf, image001.jpg

Dear Chrisna

Please ask my adviser to cast an eye over this. I need to submit on Monday as I don't know whether they have agreed to an extension at this stage.

Thanks

Kevin

**WAKEFORD INVESTMENT ENTERPRISES CC**

Registration No: 2006/173360/23 - VAT Registration No: 4370 232 544

PO Box 67163, Bryanston 2021 - TEL : +27 83 252 4978  
e-mail: kevin@wakefordenterprises.co.za



  
Page 1 of 1

## TERMS OF 2005 ORIGINAL LINDELA CONTRACT

EA272

**DEPARTMENT: HOME AFFAIRS  
REPUBLIC OF SOUTH AFRICA**

270 Maggs Street, Watlloo. Private Bag X114, Pretoria, 0001  
120 Plein Street, Cape Town, 8000

The Managing Director  
Leading Prospect Trading (Pty) Ltd  
Private Bag X2002  
KRUGERSDORP  
1740

Dear Mr J Gumede

**TENDER FOR THE PROVISION OF A DETENTION FACILITY FOR ILLEGAL FOREIGNERS:  
DEPARTMENT OF HOME AFFAIRS: TENDER NUMBER DHA 14/2005**

1. This letter serves to inform you that your bid offer in response to Bid Number DHA 14/2005 has been accepted, subject to the following conditions:
  - 1.1 The Department confirms that the bidding documentation, request for tender, this letter of acceptance, an official order and the signed Service Level Agreement, form a binding contract with the Department. Your bid response, subject to the conditions as per Bid Number DHA 14/2005, the Service Level Agreement with the Department and all future orders or request for rendering services, constitute the contractual relationship for the rendering of the services and providing the detention facilities detailed therein.
  - 1.2 The Department has decided to adjudicate the bid to your Company for a period of ten years, subject to the review of the entire contract with intervals of every three years, effective from 01 October 2005.
2. Key Outputs:
  - 2.1. Leading Prospect 111 (Pty) Ltd, trading as Lindela will be responsible for the provisioning of detention facilities for illegal foreigners for a period of ten years, to be reviewed after three years, in terms of all the conditions and terms of the bid documents (bidding number DHA 14/2005) and the Service Level Agreement.
  - 2.2. Current ICT systems that are used to administer admissions and release of illegal foreigners should continue to be used and be integrated. The status quo would be

A handwritten signature in black ink, appearing to read 'L. W. M.' with a flourish at the end.

EA273

2

maintained until such time that the Department is ready to implement its own ICT system.

- 2.3. Emanating from the outcome of the Committee of Inquiry appointed by the Minister on recent deaths at Lindela, the Department has decided not to award the tender portion that deals with provision of health and medical facilities to your company. It is hereby confirmed, however that Leading Prospect 111 (Pty) Ltd, trading as Lindela will provide for health and medical care facilities, patient care, a medical practitioners and nursing staff on the premises, with effect from 01 October 2005 until such time that these services are handed over to a separate service provider appointed by the Department.

3. The Contract

The Service Level Agreement thereto, shall be negotiated between the parties and signed within two weeks from receipt of this letter of acceptance. Any amendment to the contract will only be accepted as an addendum signed by both parties and attached to the original contract.

4. **Special Conditions on Award**

4.1 Prices and pricing structure of the Contract

4.1.1. Price adjustments

The price as offered in the bidding and that was subsequently negotiated between two parties will not be adjusted within the initial period of three years of the contract, and will be regarded to be firm for three years. This implies that the Department would not consider price adjustments, unless such price increase emanates from the increase in CPIX indices. Any request for review would be capped at a maximum CPIX and shall be subject to negotiation by both parties.

4.1.2 Offered Price

The firm price is R 77.96 per person per day (R79.90 with effect from 01 October 2005 until such time that the health and medical facility is handed over to the new service provider appointed by the Department) for the average number of persons held in the facility per month, up to 5000 persons. If the average number of persons held in the facility in a specific month exceeds 5000, then the tariff payable per person per day shall be R72.50. If the average number of persons held during a month is less than 3 250, the minimum monthly average threshold for which the Department would be liable for payment, is 3 250 persons.

4.1.3 Invoices

Payment of invoices delivered to the Department for services rendered, shall be effected within thirty days in arrears as from the date of receipt of invoice. Invoices submitted for payment, should reflect the relevant order numbers issued, the bid number ("DHA 14/2005"), the amount payable for the average number of persons held during the month and supporting documents.



EA274

3

The Department has the prerogative to insist that all directors, employees and managers in your company should be security cleared by the National Intelligence Agency and the particulars of such persons in your employ or sub-contracted by your company, together with copies of their identity documents should be provided to the Chief Director: Counter Corruption and Security of the Department, within seven days since date of this letter of acceptance.

**6 BEE company involvement**

Negotiations to include BEE vendors' involvement during the duration of the contract may be conducted and copies of the signed Memorandum of Agreement, percentage of work and monthly value allocated to BEE vendors should be submitted to the Department for control purposes. BEE company profiles must be submitted to the Department, prior to the commencement date of this contract. The Department reserves the right at any time, call on the company's BEE management and conduct a profile review.

**7 Inspection of premises**

The Department reserves the right to at any time, visit the premises, facilities and buildings from where your business is conducted.

**8 Breach of terms**

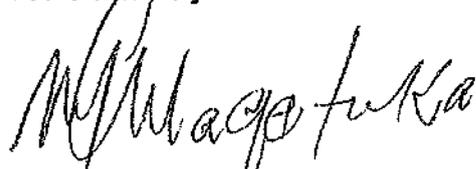
In the case of non-compliance with the stated conditions, the Department reserves the right to cancel the contract without prejudice of its rights within a period of thirty days' notice.

**9. Commencement date**

You are hereby informed that the commencement date of this contract shall be 1 October 2005 and shall proceed as stated in paragraph 1.2 above.

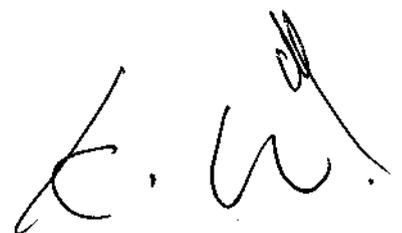
Please acknowledge receipt of this letter of acceptance and confirm your acceptance of the contents thereof in writing for the attention of the Chief Financial Officer, Mr P K Nkambule, Executive Building, Waltloo.

Yours sincerely



**M J MAQETUKA  
DIRECTOR-GENERAL**

DATE: 2/11/2005



## SECOND ADDENDUM TO 2005 LINDELA CONTRACT

EA275

**home affairs**Department:  
Home Affairs  
REPUBLIC OF SOUTH AFRICA

**SECOND ADDENDUM  
TO THE SERVICE LEVEL AGREEMENT  
SIGNED ON 31<sup>ST</sup> OCTOBER 2005 BY AND BETWEEN  
THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA THROUGH ITS  
DEPARTMENT OF HOME AFFAIRS**

**DULY REPRESENTED HEREIN BY MAVUSO MSIMANG  
IN HIS CAPACITY AS DIRECTOR-GENERAL  
and duly authorized thereto**

**and**

**LEADING PROSPECT TRADING 111 (Pty) Ltd,  
TRADING AS LINDELA  
(Company Registration Number: 2002/017229/07)**

**DULY REPRESENTED HEREIN BY ANGELO AGRIZZI  
IN HIS CAPACITY AS CHIEF OPERATING OFFICER  
and duly authorized thereto**

**PREAMBLE**

**WHEREAS** the parties entered into an Service Level Agreement on 1<sup>st</sup> October 2005 ("the Agreement") for the provision of a facility, accommodation, administration, meals, security and related services for illegal immigrants;

**AND WHEREAS** the parties have agreed to vary the Agreement and specifically Appendix A (Pricing Schedule) in a manner consistent with the terms and conditions set out in this Second Addendum;

**THEREFORE:** the parties vary specifically Appendix A (Pricing Schedule) in a manner consistent with the terms and conditions set out in this Second Addendum;

**1. DEFINITIONS**

- 1.1 "Second Addendum" means this document.
- 1.2 All terms defined in the Agreement shall have the same meanings in this Second Addendum.

**2. VARIATION**

The variation contained in this document is done in compliance with the Transformation Project and in utmost good faith by the Parties hereto.

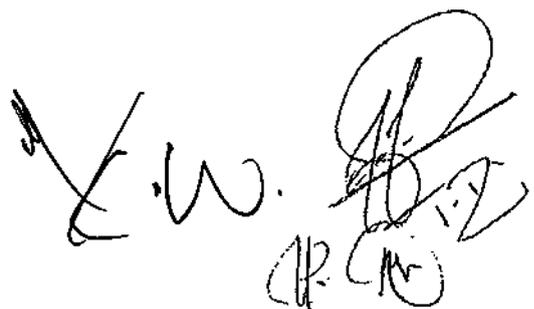
**3. EFFECTIVE DATE, DURATION AND TERMINATION**

The provisions of this Second Addendum replaces Appendix A attached to the Agreement, with effect from 1<sup>st</sup> February 2008.

The provisions of this Second Addendum, the rights it confers and the obligations it imposes [and in particular the saving agreed to] shall come into force and effect on 1<sup>st</sup> February 2008.

The savings referred to above are for the following items and total R640 939,23 per month, at current prices: -

- Bedding and Linen
- Building and Depreciation
- Toiletries
- Kitchen Amortisation

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- Finance Charges
- Administration Fees

The monthly fee shall be based on a current daily tariff of R 95.37 per person per day, fixed at an average minimum count of 2,500 persons per day in any given month: e.g. 2,500 average persons per day times 30.42 days, times the current set rate of R 95.37, irrespective if the average participation is lower than 2,500 persons per day.

Variable costs for food shall be applicable only when the number of illegal immigrants held at the detention facility exceeds two thousand five hundred, and shall be as follows:

- From 2 500 to 3 250 R13,21
- From 3 250 and above R11,01

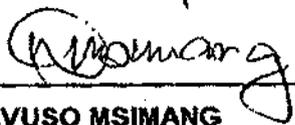
Provision of medical facilities and services is not part of the variation contained in this Second Addendum and will be subject to a separate agreement.

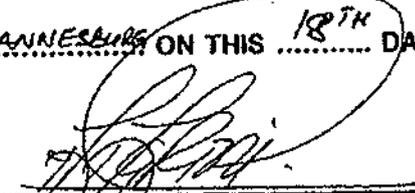
Annual adjustments for the remainder of the contract will be based on prevailing CPIX (as published by the South African Reserve Bank on the 1<sup>st</sup> April each year), and will be effective on 1<sup>st</sup> April 2008, and thereafter on the commencement of every government financial year until the Agreement lapses.

A review of Agreement shall take place during September 2008 in terms of clause 6 of the Service Level Agreement, and every three years thereafter.

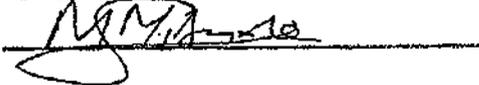
Subject to the above amendments, the Agreement will remain in full force and effect.

THUS DONE AND SIGNED BY THE PARTIES AT JOHANNESBURG ON THIS 18<sup>TH</sup> DAY OF FEBRUARY .....2008

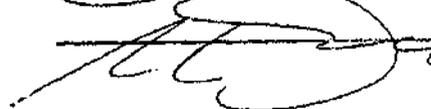
  
 \_\_\_\_\_  
**MAVUSO MSIMANG**  
 DIRECTOR-GENERAL: HOME AFFAIRS

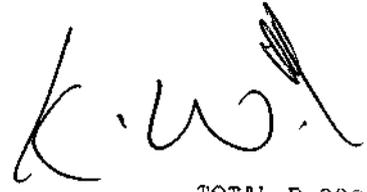
  
 \_\_\_\_\_  
**ANGELO AGRIZZI**  
 CHIEF OPERATING OFFICER  
 LEADING PROSPECT TRADING  
 (PTY) LTD

AS WITNESSES:

1.   
 \_\_\_\_\_  
 2.   
 \_\_\_\_\_

AS WITNESSES:

1.   
 \_\_\_\_\_  
 2.   
 \_\_\_\_\_



## THIRD ADDENDUM TO 2005 LINDELA CONTRACT

EA278

**home affairs**Department:  
Home Affairs  
REPUBLIC OF SOUTH AFRICA

**THIRD ADDENDUM  
TO THE SERVICE LEVEL AGREEMENT  
SIGNED ON 31<sup>st</sup> OCTOBER 2005 BY AND BETWEEN  
THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA THROUGH ITS  
DEPARTMENT OF HOME AFFAIRS  
("DHA")**

DULY REPRESENTED HEREIN BY **MAVUSO MSIMANG**  
IN HIS CAPACITY AS DIRECTOR-GENERAL  
and duly authorized thereto

and

**LEADING PROSPECT TRADING 111 (PROPRIETARY) LIMITED**  
trading as **LINDELA**  
("Service Provider")

(Company Registration Number: 2002/017229/07)

DULY REPRESENTED HEREIN BY **ANGELO AGRIZZI**  
IN HIS CAPACITY AS CHIEF OPERATING OFFICER  
and duly authorized thereto

Handwritten signatures and initials in black ink, including a large signature that appears to be 'A. W. P.' and several smaller initials below it.

EA279

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**PREAMBLE**

**WHEREAS** the parties entered into an Service Level Agreement on 1<sup>st</sup> October 2005 (the "Agreement") for the provision of a facility, accommodation, administration, meals, security and related services for illegal immigrants;

**AND WHEREAS** the parties have agreed to vary the Agreement and specifically Appendix A (Pricing Schedule) in a manner consistent with the terms and conditions set out in this Third Addendum;

**AND WHEREAS** the parties wish to clarify and expand on certain of the terms contained in the Agreement;

**THEREFORE** the parties vary the Agreement in a manner consistent with the terms and conditions set out in this Third Addendum.

**1. DEFINITIONS**

1.1. "Third Addendum" means this document.

1.2. All terms defined in the Agreement shall have the same meanings in this Third Addendum.

1.3. Unless otherwise specified, pricing in this addendum is inclusive of Value Added Tax.

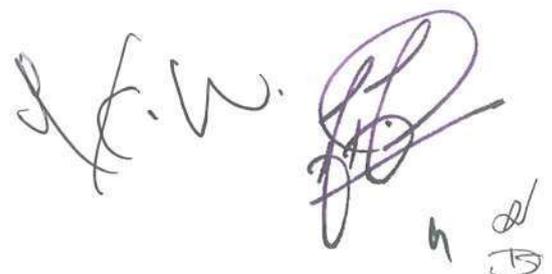
**2. VARIATION**

2.1. The variation contained in this Third Addendum is in compliance with the Transformation Project and in utmost good faith by the Parties hereto.

2.2. This Third Addendum further reflects agreed variations to the Agreement arising from the review process stipulated in the Agreement.

**3. STATUS OF THIS ADDENDUM**

This Third Addendum is ancillary to the Agreement and shall, save as provided to the contrary herein, be subject to the terms and conditions of such Agreement. Should there be any conflict between the terms of this Third Addendum and the Agreement; the terms of this Third Addendum shall prevail.

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#### 4. EFFECTIVE DATE, DURATION AND TERMINATION

4.1. This Third Addendum shall, notwithstanding the date of signature hereof, commence with effect from 1 January 2009.

4.2. The Agreement endures until 31 October 2015 ("Initial Period").

4.3. The Parties undertake, by no later than 30 April 2015, to meet in order to discuss the extension of the Agreement beyond the Initial Period. Each Party undertakes to table proposed revisions to the Agreement and to negotiate such extension in the utmost good faith.

4.4. Should the Parties not be able to agree on the revised terms and conditions for the extension of the Agreement beyond the Initial Period, the DHA may, in its sole discretion, extend the Initial Period by a further period of five (5) calendar years until 31 October 2018 ("Extension Period") by written notice to the Service Provider, which notice shall be given no less than six (6) calendar months prior to the expiry of the Initial Period.

4.5. Should the Agreement be extended by the DHA for the Extension Period and if the Parties are unable to agree on revised terms and conditions for the extension of the Agreement beyond the Initial Period, the Agreement shall continue on the same terms and conditions, save that the monthly charges payable by the DHA shall be reduced by the capital cost of the facility, currently one million eight hundred and four thousand six hundred and twenty Rand (R1 804 620) per month, with effect from 1 November 2015 and for the Extension Period.

4.6. Should:

4.6.1. the Parties not be able to agree on revised terms and conditions for the extension of the Agreement beyond the Initial Period; or

4.6.2. no notice be given by the DHA in terms of Clause 4.4; or

4.6.3. the Extension Period expire without any further extension,

the Agreement shall terminate in accordance with its terms.

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## 5. PRICING

5.1. The Service Provider shall implement a reduction of the monthly amortisation costs of the facility in the amount of four hundred and twenty thousand Rand (R420 000) (VAT inclusive) per month, which shall be implemented on the commencement of this Third Addendum.

5.2. The savings referred to in clause 5.1 will be converted into a revised per person per day rate and the monthly invoice submitted by the Service Provider shall reflect the revised per person per day rate in future. The monthly fee shall in future be based on a daily tariff of R 99.41 per person per day, which includes the per person per day saving reflected in Clause 5.1, fixed at an average minimum count of two thousand five hundred (2 500) people per day in any given month: e.g. an average of 2,500 people per day multiplied by 30.42 days multiplied by the current set rate of R 99.41, irrespective if the average participation is lower than 2,500 persons per day.

5.3. The variable costs for food shall be applicable only when the number of illegal immigrants held at the detention facility exceeds two thousand five hundred, and shall be as follows:

5.3.1. From 2 500 to 3 250 R13,77

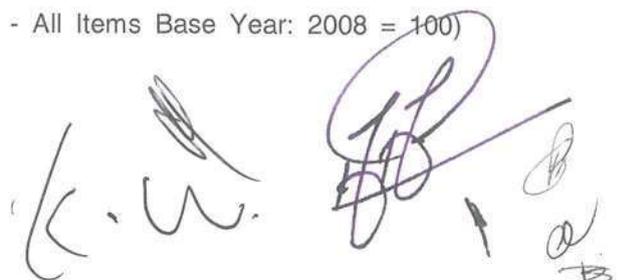
5.3.2. From 3 250 and above R11,48

5.4. Should the average occupancy rates at the facility be below fifty percent (50%) of the two thousand five hundred (2 500) person threshold over any contiguous thirty six (36) month period, the DHA shall have the right to reduce the variable costs component of the monthly fees charged by the Service Provider only, currently 7% of the total monthly charges. Such reduction shall be equal to the amount by which that occupancy rates at the facility are below fifty percent (50%) of the two thousand five hundred (2 500) person threshold over that contiguous thirty six (36) month period.

5.5. Current pricing charged by the Service Provider after the deduction of the monthly amount referred to in clause 5.1 shall not be altered for a period of six (6) months from 1 April 2009 until 1 October 2009, with the next increase only taking effect on or after 1 October 2009.

5.6. The subsequent increase may take place on 1 April 2010. Thereafter the Service Provider may increase the pricing charged by it on annually, on the first day of April of each subsequent year.

5.7. The fees charged by the Service Provider shall increase by an amount equal to the revised Consumer Price Index (P0141 - Metropolitan areas - All Items Base Year: 2008 = 100)

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5

("CPI") by released by Statistics South Africa in the month prior to the relevant adjustment, being September 2009, March 2010 and thereafter March of each subsequent year.

5.8. The CPI adjustments will be applicable only to the operating costs of the Facility and amortisation costs shall not be subject to such increase. This ratio is currently 75:25, with the CPI adjustments therefore being limited to 75% of current monthly costs. CPI shall therefore only apply to R74.56 of the current daily rate of R99.41.

## 6. CONTRACT REVIEW

6.1. The Agreement review period shall be amended to apply on a five yearly basis and no longer to apply on a three yearly basis.

6.2. It is specifically recorded that the Agreement review performed in 2008 was the last three yearly Agreement review and the next Agreement review shall take place by no later than 31 October 2013.

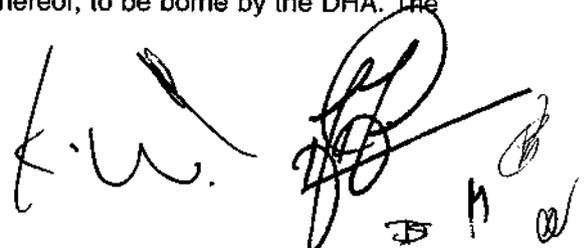
## 7. ADDITIONAL OBLIGATIONS OF THE SERVICE PROVIDER

The Service Provider undertakes, at its own cost, and by no later than:

7.1. the date of signature of this Third Addendum, to provide essential medical services at the facility. These essential medical services shall be provided in terms of the Health Care Act and in respect of primary healthcare only, however transport and security to and from any secondary or tertiary medical care facility/ies shall also be provided at no additional cost to the DHA;

7.2. sixty (60) days of the date of signature of this Third Addendum, to provide a system for the registration and administration of illegal immigrants and their personal belongings. The current system used by the Service Provider shall be altered to allow DHA Representatives "read-only" access to such system;

7.3. one hundred and twenty (120) days of the date of signature of this Third Addendum, or such longer period as may be agreed by the Parties in writing, to upgrade the facilities as may be stipulated by DHA and to the DHA's specifications. The DHA's specifications shall be agreed with the Service Provider and DHA shall sign off a Project Definition Report, prior to the commencement of such upgrade. Such upgrade shall be subject to a maximum cost of five million Rand (R5 000 000), with only price escalations or exchange rate increases on the agreed upgrade which occur after the commencement thereof, to be borne by the DHA. The

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DHA shall use this facility upgrade as an opportunity to rebrand the facility with the DHA's branding;

- 7.4. the date of signature of this Third Addendum, to maintain the facility to a sufficiently high standard to ensure that the building, fixtures and fittings remain in full working condition for the duration of the Agreement, including the Extension Period if the option to extend the term of the Agreement is exercised by the DHA. The DHA may request the Service Provider to attend to any reasonably necessary maintenance by written notice and the Service Provider shall perform such maintenance in accordance with the Agreement;
- 7.5. sixty (60) days of the date of signature of this Third Addendum, to provide the DHA with remote access to the surveillance systems at the facility on a basis no less comprehensive than the remote access available to the Service Provider and at no cost to the DHA, save for the cost of electronic communications connections and data transfer fees which shall be procured and paid for by the DHA.

#### **8. OPTION AND RIGHT OF FIRST REFUSAL**

- 8.1. The Service Provider grants the DHA an option during the currency of the Agreement, including the Extension Period if the option to extend the term of the Agreement is exercised by the DHA, to purchase the facility at a price determined by a Registered Independent Valuer.
- 8.2. Such option shall be exercised by the DHA giving the Service Provider notice of the exercise of its option and calling on the Service Provider to meet in order to agree the identity of the Registered Independent Valuer to perform the valuation.
- 8.3. Should the Parties be unable to agree on the identity of the Independent Valuer then such Valuer shall be appointed, at the request of either party, by the General Secretary for the time being of the South African Institute of Valuers who may appoint one of the members of the Institute.
- 8.4. Once the valuation has been provided, the parties shall attempt to conclude all other issues relating to the exercise of the option within sixty (60) days of such valuation having been provided and if they are unable to do so, either party may refer any outstanding issues for resolution in terms of the Agreement.
- 8.5. In addition to the option granted in clause 8.1, the Service Provider grants the DHA a right of first refusal to purchase the facility and undertakes that during the currency of the Agreement, including the Extension Period if the option to extend the term of the Agreement is exercised by the DHA, it shall not sell the facility to any third party without first offering the



DHA the opportunity to purchase the facility. The price for the facility being the lower of the price offered to the Service Provider by a third party (if any) and which the Service provider wishes to accept and the price determined in accordance with clause 8.1. Such right of first refusal shall:

- 8.5.1. be in writing;
- 8.5.2. disclose all relevant information and applicable terms and conditions of the offer received by it (if any); and
- 8.5.3. be open for acceptance by the DHA for a period of not less than thirty (30) days or such longer period as the parties may agree.

8.6. The Service Provider shall be prohibited during the currency of the Agreement, including the Extension Period if the option to extend the term of the Agreement is exercised by the DHA from selling the facility to any third party on terms and conditions and at a price more favourable than that notified to the DHA in accordance with Clause 8.5.

8.7. Should the DHA not exercise its right of first refusal in Clause 8.5, the Service Provider may sell the facility to a third party, however the Service Provider may not cede its rights or assign its obligations or otherwise transfer any such rights or obligations to the third party purchasing the facility or any other third party other than in accordance with the Agreement and provided further that the Service Provider provide appropriate financial or other guarantees to the satisfaction of the DHA so as to ensure that there is no reduction in the service levels at which the Services are provided.

THUS DONE AND SIGNED BY THE PARTIES AT Kaizer's Park ON THIS 13 DAY OF MARCH .....2009

Mavuso Msimang  
MAVUSO MSIMANG  
DIRECTOR-GENERAL: HOME AFFAIRS

Angelo Agrizzi  
ANGELO AGRIZZI  
CHIEF OPERATING OFFICER  
LEADING PROSPECT TRADING  
(PTY) LTD

AS WITNESSES:

- 1. [Signature]
- 2. [Signature]

AS WITNESSES:

- 1. [Signature]
- 2. [Signature]

[Signature] [Signature]

New Rate Calculation

Current Monthly Charge	7 980 000.00
Less: Savings	420 000.00
	<hr/>
Revised Daily Rate	7 560 000.00
	<hr/>
	<b>R 99.41</b>
	<hr/>
Current Daily Rate	R 105.00
	<hr/>
	<hr/>
Savings Per Day	<b>R 5.59</b>
	<b>5.33%</b>

Split for Future Charges

Amortisation	25%
Variable Costs	75%

R 24.85
<b>R 74.56</b>
<hr/>
<b>R 99.41</b>
<hr/>

CPIX Only Applicable on This Amount in Future

Excess Charges Over 2 500

2 501 to 3 250
3 251 to 4 000

Increase CPIX	Less Savings	Revised Rate
R 13.21	1.33	R 13.77
R 11.01	1.11	R 11.48

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DETAILS	MONTH	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
January						420 000.00	553 477.20	586 685.83	621 886.98	659 200.20	698 752.21	740 677.35	2 589 737.99	2 745 122.27	2 909 829.60
February						420 000.00	553 477.20	586 685.83	621 886.98	659 200.20	698 752.21	740 677.35	2 589 737.99	2 745 122.27	2 909 829.60
March						420 000.00	553 477.20	586 685.83	621 886.98	659 200.20	698 752.21	740 677.35	2 589 737.99	2 745 122.27	2 909 829.60
Annual CPIX Review						420 000.00	586 685.83	621 886.98	659 200.20	698 752.21	740 677.35	785 117.99	2 745 122.27	2 909 829.60	3 084 419.38
May						420 000.00	586 685.83	621 886.98	659 200.20	698 752.21	740 677.35	785 117.99	2 745 122.27	2 909 829.60	3 084 419.38
June						420 000.00	586 685.83	621 886.98	659 200.20	698 752.21	740 677.35	785 117.99	2 745 122.27	2 909 829.60	3 084 419.38
July						420 000.00	586 685.83	621 886.98	659 200.20	698 752.21	740 677.35	785 117.99	2 745 122.27	2 909 829.60	3 084 419.38
August						420 000.00	586 685.83	621 886.98	659 200.20	698 752.21	740 677.35	785 117.99	2 745 122.27	2 909 829.60	3 084 419.38
September						420 000.00	586 685.83	621 886.98	659 200.20	698 752.21	740 677.35	785 117.99	2 745 122.27	2 909 829.60	3 084 419.38
Legotiation/Contract Review						553 477.20	586 685.83	621 886.98	659 200.20	698 752.21	740 677.35	785 117.99	2 745 122.27	2 909 829.60	3 084 419.38
October						553 477.20	586 685.83	621 886.98	659 200.20	698 752.21	740 677.35	785 117.99	2 745 122.27	2 909 829.60	3 084 419.38
December						553 477.20	586 685.83	621 886.98	659 200.20	698 752.21	740 677.35	785 117.99	2 745 122.27	2 909 829.60	3 084 419.38
<b>total</b>						<b>5 440 431.60</b>	<b>6 940 604.09</b>	<b>7 357 040.33</b>	<b>7 798 462.75</b>	<b>8 266 370.52</b>	<b>8 762 352.75</b>	<b>14 701 953.91</b>	<b>32 475 314.35</b>	<b>34 423 833.21</b>	<b>30 320 424.45</b>

**IB Used 6% Inflationary Adjustments**

Total Savings - Original Contract: Phase 2  
Includes CPIX on amortisation of R1 804 620 of R108 277.20)

add: Refurbishments Costs

Medical Costs (Estimated)

administration (Estimated)

add: CPIX Holiday

Gross Savings

add: Phase 2 Savings (If increase contract Term)

total Potential Savings\*

loading

Current Contract Period  
Proposed Additional  
Proposed Review Date  
annual CPIX Adjustments

**new Rate Calculation**

Current Monthly Charge  
Less: Savings

Revised Daily Rate

Current Daily Rate

Savings Per Day

Split for Future Charges

25%

75%

excess Charges Over 2 500

501 to 3 250  
251 to 4 000

51,498,002.00

5 000 000.00

147 744.00

55 000.00

56,498,002.00

111,965,966.56

108,113,268.56

7 980 000.00  
420 000.00  
7 560 000.00  
R 99.41

R 105.00

R 5.59  
5.33%

R 24.85  
R 74.56  
R 99.41  
CPIX Only Applicable on This Amount in Future

Increase CPIX	Less Savings	Revised Rate
R 13.21	1.33	R 13.77
R 11.01	1.11	R 11.48



# LINDELA NEGOTIATIONS

## Outcomes of Deep Dive

*Contracts & SLA Stream*

04 December 2007



**ATKEARNEY**



**The biggest problem identified with Lindela is the current pricing structure and we were tasked with undertaking a deep dive to renegotiate the current pricing arrangements**

**Background:**

- The facility has a capacity of 4 000+ people but contractually the minimum payment per month is based on an average occupation of 3 250 people per night
- At the start of the contract the average occupation was above this threshold, but changes in the deportation procedures, from once a week to 3 times a week, caused this number to drop dramatically to ~1500 on average currently
- Although there is no indication that this number will go back up in the near future indications are that the facility will still be required for approximately 4000 people
- The number of people going through the facility remains constant even though the number actually accommodated has dropped
- The contract duration is 10 years, starting October 2005 and there is a review option every 3 years, making the first possible review date September 2008 but we are doing that in November 2007

**With the changes in occupancy levels at Lindela, it is in DHA's best interest to address the pricing and contract issues to optimize the overall strategic value and costs of the deportation services**



# In our discussions with Bosasa, the service provider, we adopted the following approach to address Lindela's pricing structure

## Approach



**Step 1:**  
Negotiate short term compromise on pricing

### Analysis

- Developed a costing model to determine total costs for Lindela
- Did a detailed internal analysis on Lindela's costs/ structure
- Developed trend analysis of past and future occupancy rates

### Preparation

- Met with Internal DHA personnel and finalised costing model and strategies for negotiation
- Assessed DHA levers (legal, relationship based, external pressure, etc.)
- Assessed Bosasa's levers and developed mitigation plans
- Develop strategies to engage Bosasa in a constructive manner

### Negotiate

- Met with Bosasa and presented 10 year as-is analysis and areas of negotiation
- Provided feedback and tested outcomes of negotiations internally within DHA
- Aimed for a win-win solution without major legal challenges since DHA is in a contractually weak position

### Follow through

- Followed through what was started even if outcome is less than expected and now obtaining approval from DG for contract/ pricing changes

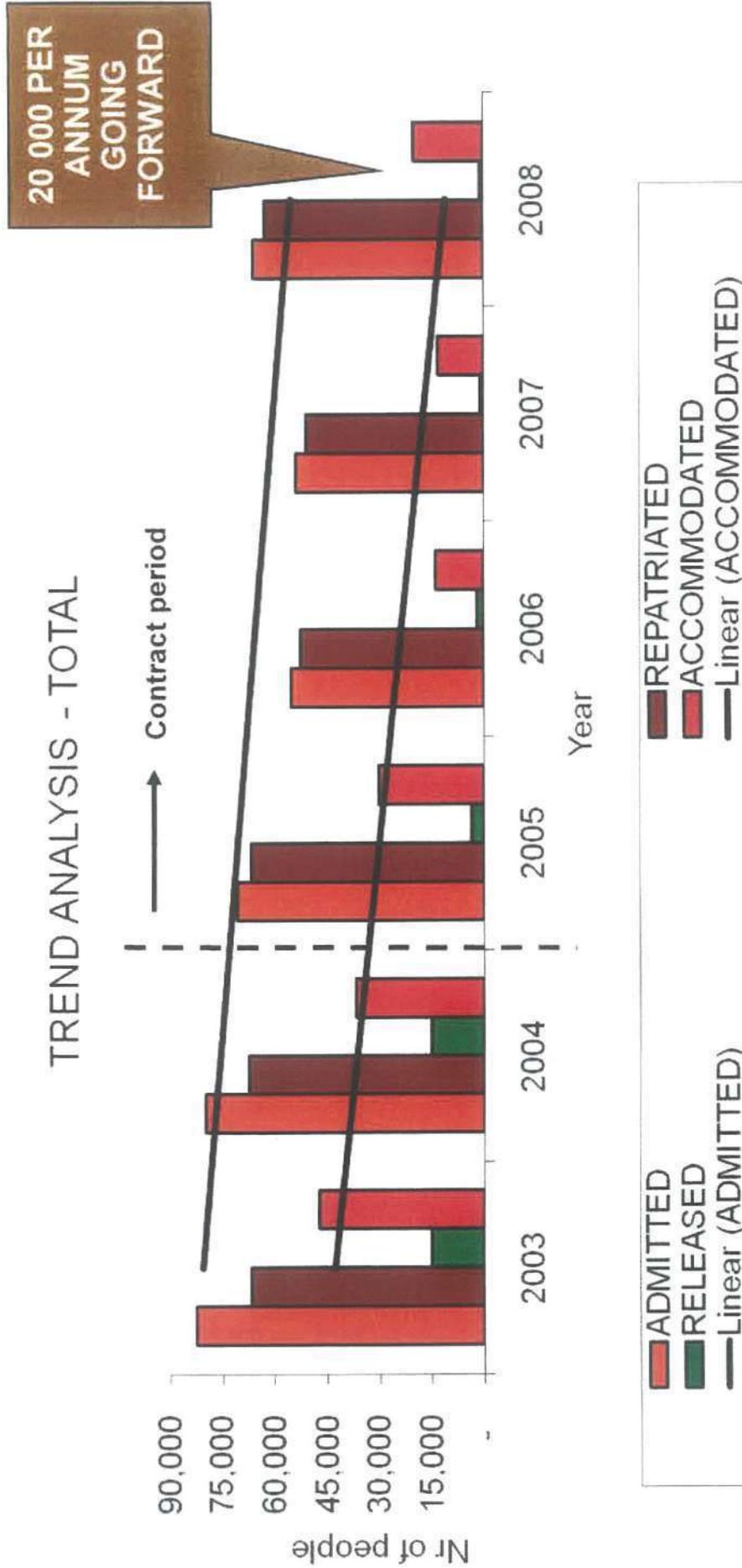
**Step 2:**  
Full contract amendment/ review

### Analysis and contract amendments

- Assess all contractual issues that need to be addressed and finalise new contract/SLA after discussions with DG/EXCO

**NOTE OUR WEAK POSITION CONTRACTUALLY**

Although the average occupation has reduced from 3 250 to 1 668 people per night, the actual throughput of the facility has remained relatively stable



Therefore, negotiations are based on projected costs of 1 668 pppd average. However, capacity requirements maintained at 4 000 until a full deportation model is developed that optimises the total flow of detainees and can level out peak demands

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## Understanding the weak contractual position that DHA finds itself in, the following levers were identified as a basis for renegotiation

### Bosasa Levers

- Major public attention on costs of facility
- Have 7 years to go – long term contract
- No immediate alternate use for facility
- Contractually strong position – purpose built facility
- Change in deportation processes and therefore necessitates renegotiation
- 3 year review falls due in 2008
- Other opportunities to consider for loss in revenue eg medical facilities

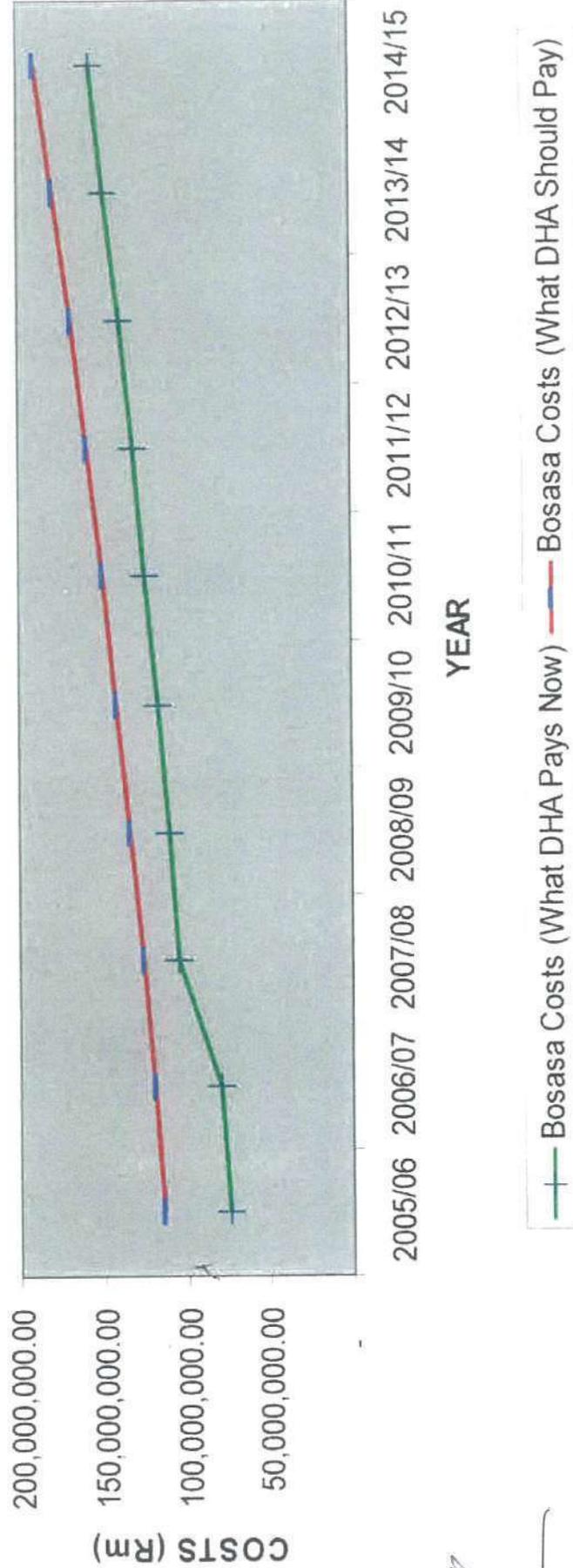
### DHA Levers

- 3 year window falls due in 2008 – can wait to renegotiate
- Major focus from Portfolio Committee
- Change in deportation processes
- Variable component of the facility has changed - now less than 1500 accommodated per day
- Still need facility for 4000+ admissions per day
- Use of facility for other uses
- Capacity of 2 520 if have 30 people per room per Ministers directive

**An agreement had to be reached to restructure the contract and pricing to cater for clearly identifiable and justifiable fixed and variable components**

Based on the original tender, DHA has a contractual obligation to Bosasa of R1,5b over 10 years but is paying a lower monthly fee based on reduced occupancy

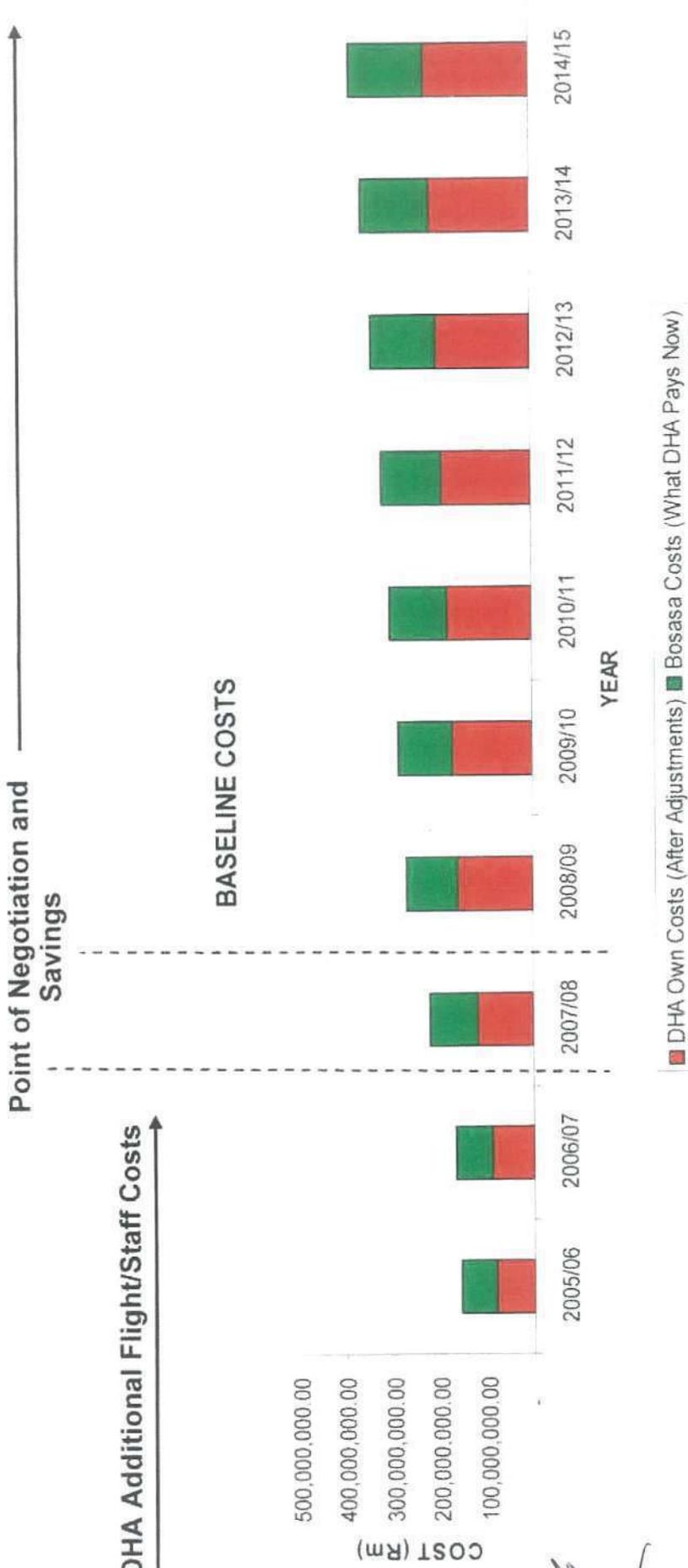
### BOSASA COSTS AT A GLANCE



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**The reduced payment may be subject to a dispute and needs to be addressed in the contract re-negotiation and new pricing model**

**A full baseline costing, including DHA internal repatriation costs, in order to match eventual savings against the complete deportation cost**



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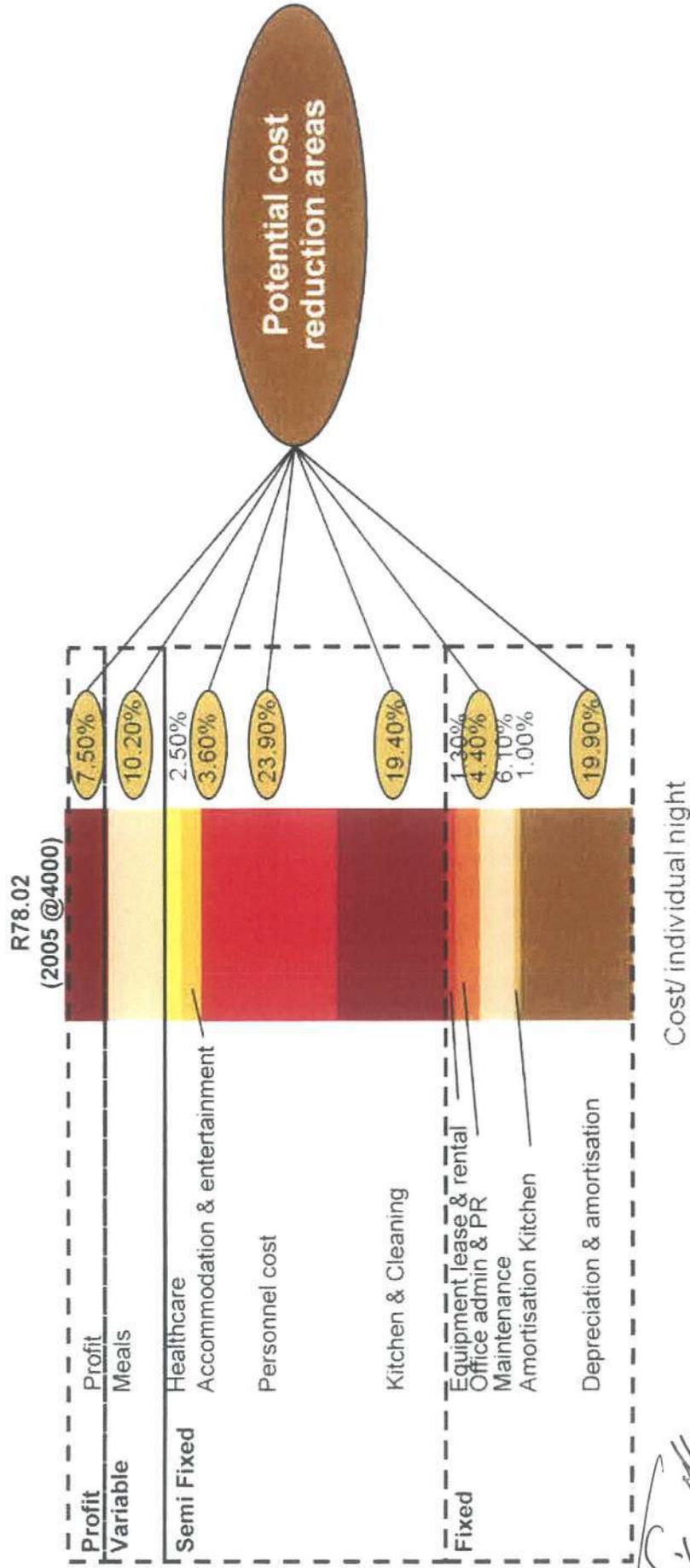
**Assumptions:**

- Total costs paid to Bosasa will be per the original tender
- Only the additional transportation and staff (12 border posts) costs have been included in the DHA calculations

**Analysing the baseline shows the total cost of DHA's operations has been rising steadily over recent years, and will continue to do so in the future**

**When comparing Bosasa's current cost breakdown to a should-cost analysis we identified areas where cost reduction cost can be negotiated**

**Cost Breakdown Bosasa<sup>1</sup>**



**Although this breakdown consists of fixed, semi-fixed and variable cost, the way the existing contract is structured they all become semi-fixed**

Note: (1) Based on Bosasa reported cost (both in contract and in recent visits) and tested with both Bosasa and DHA officials

**Initial negotiations with Bosasa have shown a clear willingness to lower cost, both in fixed and variable cost**

**Overview of potential savings categories based on 1 600 occupancy**

Type	Category	Savings
Variable	Meals	Make 100% variable: decrease from minimum of 3 250 to average of 2 000
	Bedding & Linen	18.75% reduction
Semi Fixed	Toiletries	50% reduction
	Depreciation	100% elimination
Fixed	Kitchen amortisation	100% elimination
	Finance charges	100% elimination
	Admin charges	100% elimination
Profit	Profit Margin	Note: cost reduction above will have multiplier effect on profit as well

Although Bosasa offered these reductions under a condition of a 5 year contract extension, DHA should only consider a 3 year potential renewal clause subject to performance.

**Important categories where no cost savings have been determined yet are personnel cost and amortisation cost, because more information is needed**

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The preliminary savings negotiated with Bosasa, based on the original tendered values, equate to monthly savings of R640k per year when translated into current values

**Savings Summary**

DETAILS	2005	2006	2007
Bedding and Linen	27,680.63		
Building Depreciation	83,333.00		
Toiletries	171,000.00		
Kitchen Amortisation	91,770.00		
Finance Charges	13,680.00		
Admin Fees	182,970.00		
<b>Annualised Savings</b>	<b>570,433.63</b>	<b>604,659.65</b>	<b>640,939.23</b>
<b>Savings for Remainder of Contract (2 500)</b>			<b>7,691,270</b>
<b>Savings on Tendered Prices ( 4 000)</b>			<b>68,432,384</b>
			<b>364,477,957</b>

**Due to the restructuring of the pricing the rate per person will increase as the total occupancy reduces in the process**

**Pricing per Capita Comparison**



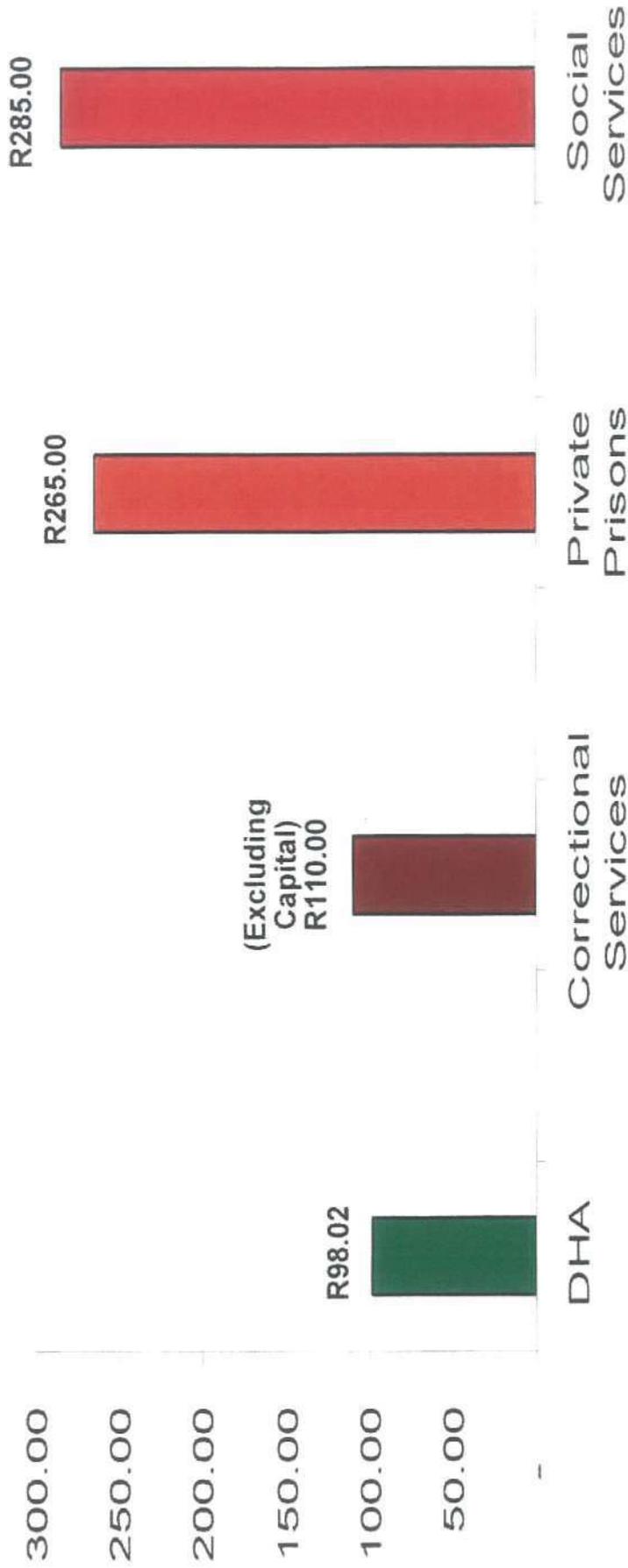
*K.S.*

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**The differences arise from the savings offered by Bosasa and the different occupancy rates modelled**

# This pricing per capita does however compare favorably with other institutions for similar services offered

### Pricing per Capita Benchmarks for Similar Institutions



EA298

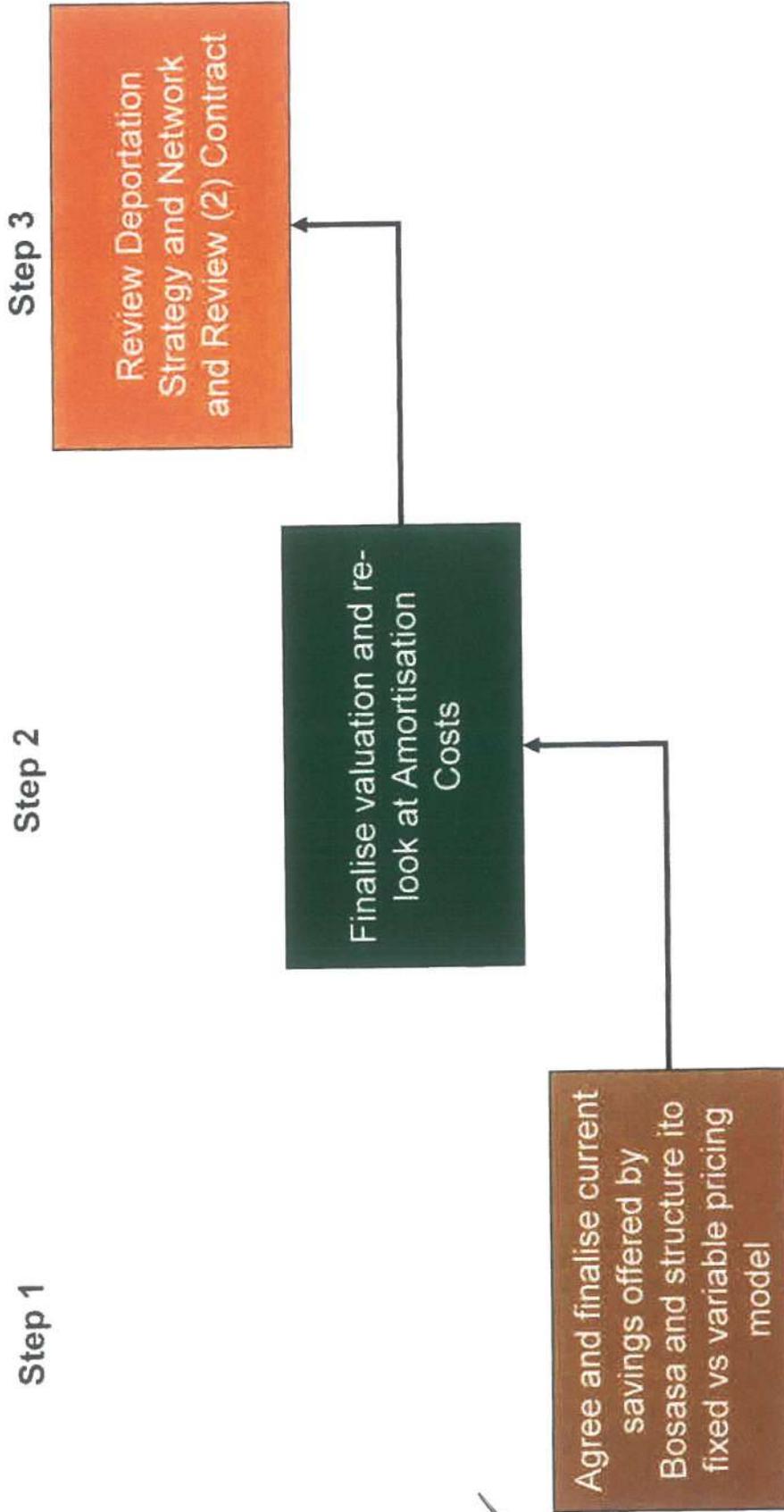
**We have not factored in savings from the capital costs and suggest that this be done in Phase 2 when the total deportation strategy is known**

- The Department still requires a facility for 4 000
- Indications are that additional facilities may be required elsewhere in the country and this will result in reduction in transportation costs to Lindela
- The Department is currently busy with this strategy
- The valuation of the current facility is in the process of being finalised
- We have also not increased the cost of medical facilities and the proposal is that this be provided by Bosasa to cater for lost revenue in other areas and the fact that DOH has not and cannot provide this service
- Refugee Affairs and Deportation processes linkages need to be finalised as there is a backlog in Refugee Affairs that may impact on the throughput at Lindela if the backlog is eradicated



**Whilst Bosasa have requested an extension in the contract period by 5 years we are proposing that this be increased by 3 years when the contract falls due for negotiation next year and the deportation strategy is finalised**

**In order to finalise the current pricing and contractual negotiations, we are proposing a 3 step process**



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**The proposed savings can be achieved immediately and thus allows DHA adequate time to re-look at it's deportation strategy and network and consider the rent vs buy options without compromising the service**

# The following resolutions are therefore required to finalise negotiations with Bosasa

Resolution	Recommended Action/Outcome
<ul style="list-style-type: none"> <li>■ DHA retains capacity requirements but reduces running costs</li> <li>■ Bosasa provides medical facilities at the facility and in particular pre-screening</li> <li>■ DHA has the option to purchase the building now and to pay Bosasa for management of facility</li> <li>■ Bosasa reduces monthly fee based on new valuation and DHA purchase building at end</li> </ul>	<ul style="list-style-type: none"> <li>■ Preferred and takes high and lows into account until alternate facilities acquired</li> <li>■ Recommended as DOH has not and cannot provide this service</li> <li>■ Asset accrues to DHA but requires capital outlay now – budget constraints and <u>non-core</u></li> <li>■ Asset accrues to DHA without any increased capital outlay but DHA may have to increase “concession” period by 3 years but again non-core and therefore suggest pay reduced fee based on revised valuation</li> </ul>

**The key question is what would be the best overall strategy and model for the whole R300m per year deportation process?**



EA302

DHA ANNUAL REPORT OF 2007/2008



# home affairs

Department:  
Home Affairs  
**REPUBLIC OF SOUTH AFRICA**



## Annual Report

Building the New Home Affairs

2007/2008

Prepared by the Chief Directorate, Strategic and Executive Support Services  
Department of Home Affairs  
270 Maggs Street, Walloo, Pretoria

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ISBN: 978-0-621-38260-0  
RP: 258/2008

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## Programme Performance: Programme One

### Achievements and Challenges

#### PROGRAMME 1: ADMINISTRATION

Some of the main achievements for business units under Programme 1 include:

##### Finance and Risk

- All six previous audit reports were categorized and key risks and issues prioritized
- The Rosslyn Document Archive Depot was identified as the biggest risk and a long-term strategy was developed to fix it
- A process to gather revenue information was implemented
- A cash machine pilot was implemented in four offices. Within the first month, revenue collection at these sites had already increased by 20%
- A new lease was negotiated with the Rosslyn landlord
- A clean up of HR and Asset Management audit issues was launched

##### Information Services

- Business cases for top 15 IT projects were developed
- IT projects and the architecture to support the new operating model requirements was agreed to
- DHA IT organisation baselined
- Track and trace system and online verification were developed and implemented
- Upgrade of HANIS (Home Affairs National Identification System) to new technology (HANIS Tech Refresh)
- New refugee system rolled out to refugee reception centres
- Master Information Systems Plan and Enterprise Architecture updated
- Risk management and quality management implemented
- Service Management component established

##### Communication Services

- Sustained effective outreach and Izimbizo programme conducted
- Produced braille and multilingual products
- Mobilised stakeholders around asylum, refugee issues and foreign business investment
- Aggressively communicated DHA zero-tolerance approach to corruption
- Revamped the Ikhaya magazine and enhanced internal communication channels

##### Corporate Services

###### Human Resources

- Performance agreements improved and aligned with the turnaround
- 67% of management positions filled
- 70% functionality of Persal achieved to ensure improvement on turnaround time in processing certain HR transactions
- Litigation trends monitored and analysed

###### Employee Relations

- Meetings with union leadership were held and by the end of the year a joint statement of shared intent as well as a turnaround accord were on the table.

###### Contracts

- A baseline spend analysis by supplier and category was conducted
- New and improved SLAs were negotiated with key suppliers like Sita, Telkom, Lindela, XPS, Skynet and GPW
- A single courier pick up and delivery service for IDs and applications between central ID production facility and front offices was put in place
- Cost savings of R68m on the remainder of the Lindela (Deportation Centre) contract was negotiated
- Further potential cost savings of up to R40m with other key suppliers were identified.
- Information requests to the top 50 suppliers, to determine payment schedules and contractuals, were sent out

##### Governance Relations

- Improved co-ordination and interaction with external stakeholders
- Turnaround presentation to G&A and Social Sector Clusters conducted
- Compliance to bi-monthly reporting to all clusters and other critical areas, e.g. on Apex priorities
- Started consultation process with Traditional Leadership on an MOU between the two parties
- MOU on visa waiver for diplomatic and official passport holders signed with India, Tanzania and Sudan
- Training provided for immigration officials from Rwanda and DRC through SAMP (South African Migration Project) and SAMDI
- Foreign office in Mexico opened
- Pool of officials trained to perform relief duty in Foreign Offices



EA305

# Annual Financial Statements

Department of Home Affairs



## Annual Report

Building the New Home Affairs

2007/2008



home affairs

Department:  
Home Affairs  
REPUBLIC OF SOUTH AFRICA

EA306

## Annual Financial Statements - Department of Home Affairs

**DEPARTMENT OF HOME AFFAIRS**  
**VOTE 4**  
**REPORT OF THE ACCOUNTING OFFICER**  
**for the year ended 31 March 2008**

Lindela Contract - First review of contract was finalized - Next review as specified in contract (September 2008)	Reduction of cost from R7.89 million to R7.2 million
Process of determining the categories of scarce Skills facilitated	JIPSA was supported by issuing 1 133 quota work permits to foreigners with scarce and critical skills compared with 194 issued in previous year

**2. General Review of the State of Financial Affairs**

**a. Budget Allocation**

**i. Spending trends**

The Department received R3,520 billion for the year under review which represents an increase of 25,7% from the previous year's allocation of R2,800 billion. In addition R15,2 million relating to the prior year's unauthorised expenditure was authorised.

Total under-spending for the year amounted to R279,1 million (7,9%) which is attributed mainly to the non-completion of repairs and maintenance projects, and the planned building of three offices which is still in progress. The delays in the building of these offices are a result of protracted lease negotiations and site clearances for the earmarked offices. To expedite this process meetings have been held with the Accounting Officer of the Department of Public Works to address the delays in the rollout of the Department's repairs and maintenance plan (RAMM) and sourcing of a new head office facility for the Department.

Several challenges, including high vacancy rates and lack of leadership within the Information Services Branch, also impacted negatively on the capital project spending owing to the concerns raised by the National Treasury regarding compliance with contract management principles. This resulted in parts of the allocated budget being held back and other parts only being approved for spending subsequent to year end. We have as a result established the Enterprise Project Management Office (EPMO) which is responsible for initiating and managing all projects undertaken by the Department. This will ensure that the slow spending on projects will be minimised, reducing the negative impact

on the budget that often results in substantial virements being requested.

**ii. Virement**

Overall the Department shifted R8,661 million (R6,661 million on Programme 1 and R2 million on Program 2) from compensation of employees, R43 million from goods and services (Programme 2) to capital assets (R44,067 million) to fund other pressing needs of the Department and R7,594 million to transfers and subsidies households. I granted approval for the virement to be done and the Ministry and National Treasury were informed of these virements.

**iii. Other material matters**

In the current financial year the Department did not draw its full allocation hence the amount disclosed in note 1.1 as actual funds received is equal to actual drawings net of amounts returned to National Treasury.

As part of the renewed financial discipline within the Department all clearing accounts are being analysed and reconciled, and where supporting documentation is available the amounts are allocated to the appropriate expense item. After careful consideration I have approved the writing off of R26.7million against theft and losses in the current financial year, including amounts dating as far back as the 1999/2000 financial year. The Department has developed a write off policy which has been approved by Exco subsequent to year end.

**b. Strategic Issues**

The largest part of the consulting, capital and other costs of the Turnaround Programme will be covered by a three-year allocation from National Treasury of R920 million spread over the 2008/09 to 2011/12 financial years. The costs of the

EA307

## Annual Financial Statements - Department of Home Affairs

DEPARTMENT OF HOME AFFAIRS  
VOTE 4REPORT OF THE ACCOUNTING OFFICER  
for the year ended 31 March 2008**15. SCOPA Resolutions**

The Department attended two SCOPA hearings, on held on 20 June 2007 and the other on 20 February 2008.

The Department began renegotiating the Lindela contract with Leading Prospect Trading 111 (Pty) Ltd in December 2007, these negotiations were successfully concluded in January 2008, resulting in direct savings of R 7.7 million per annum, based on improved minimum occupancy rates which are more aligned with the Department's current deportation strategy. Management has also reviewed the financial implications of this contract and is satisfied that it meets the Department's requirements, and that no fruitless and wasteful expenditure is being incurred as a result of the terms of this contract.

Other resolutions are still being addressed systematically by management.

**16. Prior Modifications To Audit Report**

The following matters have been addressed and resolved;

- Voted funds
- Irregular expenditure
- Fruitless & wasteful expenditure
- Payables - inter-responsibility accounts
- Cashflow statement

Attention is still being given to the following areas:

**a. Cash & Cash Equivalents**

To facilitate the monthly reconciliation of all cash & cash equivalent accounts, and timeous follow up of reconciling items, the Department is currently involved in a process to clear reconciling items dating back to prior financial years and positive progress has been made in this regard:

- i. The Bank Exception Account has been reduced from R20.9 million at the year end to R10.8 million at the end of August 2008.
- ii. The gross debits of R7.9 million in the Receipt Deposit Control and Deposit Account, have been reduced to R48 000 by end August 2008.

- iii. The Receipt Control Account has been reduced to R7 000 by the end of August 2008, from R 496 000 at the year end. Efforts are ongoing to clear these outstanding balances.

**b. Payables**

The Department is currently putting measures in place to ensure that payables are recorded on the modified cash basis and that transfers to the Immigration Control Account are paid over timeously (where all vouchers have been received from the Department of Foreign Affairs).

**c. Revenue and Receivables**

Revenue collection continues to be a challenge in the Department. The cash registers at all our offices are stand alone machines that do not interface with any system as they are not point of sale systems. This challenge is further aggravated by the fact that BAS has not been properly rolled out at all our offices.

Foreign revenue is further impeded by the fact that receipts and/or vouchers substantiating the transaction continue to be remitted on average 6 months after the transaction has taken place by the Department of Foreign Affairs. The Q&A system used to capture the foreign receipts is not aligned with the BAS system structure, which makes reconciliation of the system very difficult. The Department is investigating alternative methods and systems for the recording of these revenue items.

The complete integration of the systems to back office and production line is under investigation by the Turnaround Team. A receipting solution is being tested in our Randburg office.

**d. Expenditure**

The Department is still in the process of implementing controls to ensure that documentation is administered properly, hence leading to information being on hand for audit purposes. The Department has made significant progress toward addressing the issue of Government Garage expenditure. Thus far we have not found a solution to the issue of petrol slips.

## LINDELA INCOME STATEMENT FOR 2007 AND 2008

EA308

**LEADING PROSPECT TRADING III (PTY) LTD**  
ANNUAL FINANCIAL STATEMENTS FOR THE YEAR ENDED 29 FEBRUARY 2008

**Income Statement**

Figures in Rand	Note(s)	2008	2007
Revenue	12	84,500,184	84,611,839
Cost of sales		(7,567,354)	(4,992,202)
Gross profit		76,932,830	79,619,637
Other income		-	25,000
Operating expenses		(48,999,958)	(47,667,285)
Operating profit	13	27,932,872	31,977,352
Investment revenue	14	941	1,069
Finance costs	15	(14,309)	(91,380)
Profit before taxation		27,919,504	31,887,041
Taxation	16	(8,097,955)	(9,265,396)
Profit for the period		19,821,549	22,621,645



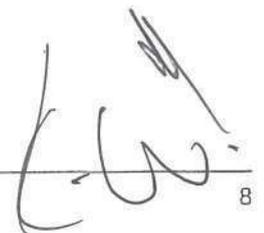
## LINDELA INCOME STATEMENT FOR 2009 AND 2010

EA309

**LEADING PROSPECT TRADING 111 (PTY) LTD**  
ANNUAL FINANCIAL STATEMENTS FOR THE YEAR ENDED 28 FEBRUARY 2010

**Statement of Comprehensive Income**

Figures in Rand	Note(s)	2010	2009	2008
Revenue	15	81,029,446	84,917,208	84,500,184
Cost of sales		(5,550,318)	(7,078,469)	(7,567,354)
<b>Gross profit</b>		<b>75,479,128</b>	<b>77,838,739</b>	<b>76,932,830</b>
Other income		43,860	-	-
Operating expenses		(70,005,934)	(54,716,568)	(48,999,958)
<b>Operating profit</b>	16	<b>5,517,054</b>	<b>23,122,171</b>	<b>27,932,872</b>
Investment revenue	17	-	-	941
Finance costs	18	(208)	(17,822)	(14,309)
<b>Profit before taxation</b>		<b>5,516,846</b>	<b>23,104,349</b>	<b>27,919,504</b>
Taxation	19	(1,335,904)	(6,469,693)	(8,097,955)
<b>Profit for the year</b>		<b>4,180,942</b>	<b>16,634,656</b>	<b>19,821,549</b>
Other comprehensive income		-	-	-
<b>Total comprehensive income</b>		<b>4,180,942</b>	<b>16,634,656</b>	<b>19,821,549</b>



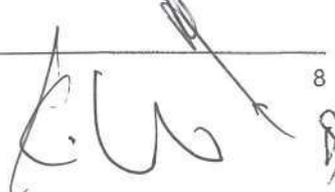
## LINDELA INCOME STATEMENT FOR 2010 AND 2011

EA310

**LEADING PROSPECT TRADING 111 (PTY) LTD**  
ANNUAL FINANCIAL STATEMENTS FOR THE YEAR ENDED 28 FEBRUARY 2011

**Statement of Comprehensive Income**

Figures in Rand	Note(s)	2011	2010
Revenue	15	80,714,021	81,029,446
Cost of sales		(5,637,018)	(5,550,318)
<b>Gross profit</b>		<b>75,077,003</b>	<b>75,479,128</b>
Other income		-	43,860
Operating expenses		(74,756,615)	(70,658,399)
<b>Operating profit</b>	16	<b>320,388</b>	<b>4,864,589</b>
Investment revenue	17	21	-
Finance costs	18	(1,145)	(208)
<b>Profit before taxation</b>		<b>319,264</b>	<b>4,864,381</b>
Taxation	19	(176,625)	(1,148,120)
<b>Profit for the year</b>		<b>142,639</b>	<b>3,716,261</b>
Other comprehensive income		-	-
<b>Total comprehensive income</b>		<b>142,639</b>	<b>3,716,261</b>
<b>Total comprehensive income attributable to:</b>			
Owners of the parent		142,639	3,716,261

  
 8

## LINDELA INCOME STATEMENT FOR 2012 AND 2013

EA311

**LEADING PROSPECT TRADING 111 (PTY) LTD**  
ANNUAL FINANCIAL STATEMENTS FOR THE YEAR ENDED 28 FEBRUARY 2013

**STATEMENT OF INCOME AND RETAINED EARNINGS**

	Note(s)	2013 R	2012 R
Revenue	10	81,388,038	81,013,482
Cost of sales	11	(9,806,725)	(8,038,453)
<b>Gross profit</b>		<b>71,581,313</b>	<b>72,975,029</b>
Other income		200,968	-
Operating expenses		(72,085,894)	(73,098,934)
<b>Operating loss</b>	12	<b>(303,613)</b>	<b>(123,905)</b>
Investment revenue	13	10	43
Finance costs	14	(386)	(690,452)
<b>Loss before taxation</b>		<b>(303,989)</b>	<b>(814,314)</b>
Taxation	15	87,707	263,992
<b>Loss for the year</b>		<b>(216,282)</b>	<b>(550,322)</b>
Retained income at the beginning of the year		120,721,913	121,272,233
<b>Retained income at the end of the year</b>		<b>120,505,631</b>	<b>120,721,911</b>

DRAFT PROPOSAL SENT FROM AKHILE TO AGRIZZI

EA312



8 October 2009

The Chief Operations Officer  
Kgwerano Phakisa Fleet Management Solutions  
Mogale Business Park  
1 Windsor Road  
Mogale City  
1739

**Attention: Angelo Agrizzi**

Dear Angelo,

**PROPOSAL FOR ADVISORY SERVICES – FLEET MANAGEMENT SOLUTIONS**

**1. BACKGROUND**

I refer to our discussions and submit for your attention details of our proposal to provide advisory/consultancy services to the Kgwerano Phakisa in relation to several fleet management contracts. We understand that Phakisa has won several tenders, some of which are in progress, and that business advisory services are required to ensure that the terms and conditions of these contracts are met to the satisfaction of the respective Clients.

In this regard our understanding is that the initial and immediate focus will be the Eastern Cape Provincial Government tender.

It was also emphasized that key to the above was the formation of a solid platform and benchmark for the tendering and targeting of other similar opportunities in future. In this regard, a close working relationship will be required between Akhile and Phakisa to ensure that this objective is met.

**2. SCOPE OF WORK AND BASIS OF ENGAGEMENT**

To ensure that the above objectives are met, the following will form the terms and basis of engagement: -

- a. Aneel Radhakrishna will be dedicated to Phakisa for this assignment. Aneel Radhakrishna has several years fleet management experience and will be best suited for this assignment;
- b. Aneel Radhakrishna will dedicate his time and effort to the assignment, and will be remunerated on a time and expense basis, and at an agreed rate to be determined by the Phakisa and Akhile;
- c. Aneel Radhakrishna will be paid on a retainer at a minimum of 10 days per month;
- d. Any excess of 10 days shall be prorated and paid based on the daily rate agreed to above.

Akhile Management and Consulting (Pty) Ltd  
Head Office:  
Monument Office Park, Northern Wing, 2<sup>nd</sup> Floor, Block 6,  
cnr Elephant Rd & Steenbok Ave, Monument Park, Pretoria  
PostNet Suite #150, Private Bag X25723, Monument Park, 0105  
Tel: 012 – 460 1945  
Fax: 012 – 460 1947  
www.akhile.co.za

DIRECTORS  
AK Radhakrishna (CEO) AGA(SA), MBA, AE Yorke CA(SA), DJ Welgemoed  
Company Registration Number: 2006/013365/07  
Company VAT Number: 4180229389



# AKHILE

- e. In addition to the above, our resources may be personally paid a success fee for any opportunity passed onto Phakisa going forward;
- f. A bonus scheme between Phakisa and Akhile shall be agreed to within 30 days of acceptance hereof;
- g. Akhile will provide additional resources, if required, and such resource shall be dedicated to this assignment for the duration/s and rate/s as agreed to; and
- h. This arrangement shall endure from October 2009 until December 2014.

### 3. OUR RESOURCES

Akhile will ensure that Aneel Radhakrishna is dedicated to this assignment on signing of this agreement.

Additional resource/s shall be subject to acceptance by Phakisa prior to appointment and will be based on the required structure to provide the necessary services required.

### 4. OUR FEES

Our fees will be as follows: -

Aneel Radhakrishna	R18 000 per day plus expenses.
Other Resources	To be negotiated, once need and scope defined and added as an addendum hereto.

Please note that the above fees exclude VAT and shall be revised annually subject to mutual agreement between Phakisa and Akhile. Our fees are payable 30 days from date on invoice.

### 5. REPORTING ARRANGEMENTS

Aneel Radhakrishna will report to the Chief Operations Officer for this and other similar assignments. Monthly feedback meetings will be held on the respective activities for the month.

### 6. CONCLUSION

We hope that the above meets your approval and look forward to a long and successful relationship with Phakisa. Should you require any further information, please do not hesitate to contact Aneel Radhakrishna in this regard.

Yours faithfully,

**Aneel Radhakrishna**  
Chief Executive Officer

Akhile Management and Consulting (Pty) Ltd  
Head Office:  
Monument Office Park, Northern Wing, 2<sup>nd</sup> Floor, Block 6,  
cnr Elephant Rd & Steenbok Ave, Monument Park, Pretoria  
PostNet Suite #150, Private Bag X25723, Monument Park, 0105  
Tel: 012 – 460 1945  
Fax: 012 – 460 1947  
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DIRECTORS  
AK Radhakrishna (CEO) AGA(SA), MBA, AE Yorke CA(SA), DJ Welgemoed  
Company Registration Number: 2006/013365/07  
Company VAT Number: 4180229389

Disclosure Andries Van Tonder HIGHLY CONFIDENTIAL

Affidavit 1/12

Affidavit of Andries Johannes Van Tonder  
Identity Number 6904165243087  
Of Ruimsig Golf Estate  
Gauteng

In respect of the Protected Disclosures Act 26 of 2000  
Context of TAX Fraud and Racketeering by Gavin Watson and other related  
matters pertaining to the Bosasa / African Global Group of Companies and Tax  
Evasion to the effect of in excess of ZAR 161,360,000

I Andries Johannes Van Tonder, a white male aged 48, resident at Ruimsig  
Golf Estate hereby declare that the attached affidavit and the Annexures, as  
well as labeled Files are a true reflection of the occurrences at the Dyambu  
Group and Bosasa Group of Companies African Global Operations and the  
dealings of Mr. Gavin Joseph Watson

The disclosures contained in my affidavit include confirmatory affidavits and  
annexures as follows;

- ❖ Annex 1 - Original Report Investigation - File One (1)
- ❖ Annex 2 - Invoices of Equal Trade and Payments made -  
File two (2) File three (3) File four (4)
- ❖ Annex 3 - Transfers in and out Attorneys Trusts -  
File five (5)
- ❖ Annex 4 - Video Material Cash to Gavin Watson  
File six (6)
- ❖ Annex 5 - Danny Mansell - and family  
File seven (7)
- ❖ Annex 6 - Sustainable resources  
File eight (8)
- ❖ Annex 7 - Expense Fraud purchase orders for equipment  
File nine (9)

The statement made is in my opinion factual, substantiated by records and copies of invoices and receipts, the intention hereof is not to seek monetary gain, but to clear mine and related parties' names, after being coerced and forced to conduct what we realize what instructions from Gavin Joseph Watson. The SIU report which is attached as Annexure 1 is referred to specifically because this was an instrument used to instill fear, as we were told that if we walk away we would face the charges emanating from the report on our own. This matter has adversely affected my health and relationships, and social standing in society as well as any prospects of future employment

Disclosure Andries Van Tonder      HIGHLY CONFIDENTIAL

Affidavit 1/12

Corrupt dealings as revealed by the SIU and background to  
fraudulent activities with the South African Revenue Services

1.

I was employed as an accountant in 1995 by Dr. Jurgen Smit, in the Meritum Hostels group. In 1998, I met Gavin Watson, Ronnie Watson, Danny Mansell as well as Hilda Ndude as the new company shareholders.

2.

At the meeting, it was indicated because of a dispute regarding Ms. Hilda Ndude expenses and the records; it was the first real interaction with Watson.

The Dyambu Holdings shareholding was repurchased by Dyambu Operations and held with Mr. Danny Mansell and Mr. Gavin Watson as equal shareholders. A large portion paid for the repurchase of the shares was expensed in the books of Dyambu operations, for tax purposes. I originally questioned the transaction as being fraudulent regarding the Tax Act. This was confirmed by The South African Revenue Services investigating the transaction. A further aspect investigation was done on Ms. Hilda Ndude; however, the investigators terminated their services from SARS before concluding the investigation. The investigators were Mr. Johan Terblanche and Mr. Peet Venter (now taxation consultants for Bosasa / African Global)

3.

During 2000, Mr. Danny Mansell, the Managing Director, and Gavin Watson disagreed, and Mr. Danny Mansell received an estimated R9,000,000.00 as payment for his share leaving Mr. Gavin Watson as the only shareholder.

4.

Frans Vorster was appointed in 1996, as Head of Security, Leon Van Tonder was appointed in 1999 as well as Angelo Agrizzi was appointed by Gavin Watson and was responsible for attending to various matters including the marketing function.

The Company was then re-branded as Bosasa.

Disclosure Andries Van Tonder      HIGHLY CONFIDENTIAL

Affidavit 1/12

5.

The marketing division was headed up by Ms. Lindie Gouws, and various ex-unionist, extensive payments were made to union leadership via the cash takings, and various drawings at the various bars and canteens in hostels managed by Dyambu as well as Lindela. I raised my objection to the matter but was told that this was the New South Africa. At a later stage, I was removed as head of accounts, replaced by Lindie Gouws. It was during this time that Gavin Watson sold the catering operations and mine hostels to Greg Lacon-Allin from Equality Foods.

6.

During 2003, Danny Mansell returned to the company following him having to sell his dairy farm in the Eastern Cape, on a potential business deal with a dairy farm with Rand Water with Gavin Watson. Danny Mansell was also a consultant on a "new project" which was at the stage kept very confidential.

7.

On a few occasions, I noticed that certain officials in uniform from the Department of Correctional Services would be on a visit to the offices, Lindela and the Youth Centers and Main Kitchen. I was introduced to Patrick Gillingham by Danny Mansell on one of the visits. Main kitchen was substantially upgraded prior to the tender being advertised, in order to ensure that Bosasa had the advantage.

8.

I know that at that stage Danny Mansell had to draft documents for Correctional Services. Many of these meetings with Patrick Gillingham and other DCS officials were held with families at Mabula Lodge, I was responsible to fly Danny Mansell to the lodge via a private flight.

At that stage I overheard a conversation where Gavin was told by Angelo Agrizzi he was not happy with the fact they wanted to buy a car for a certain official in corrections, an argument ensued, and Angelo Agrizzi was told: "just do it mate."

Disclosure Andries Van Tonder      HIGHLY CONFIDENTIAL

Affidavit 1/12

9.

In the same light, I was instructed by Gavin Watson to purchase a car for Patrick Gillinghams' daughter, Megan Gillingham.

10.

Dr. Smith had after speaking to Gavin Watson instructed me to pay the vehicle from my personal bank account, instead of drawing the cash from the bank. He would advance the money via his personal account, after that Dr Smith would pass on a bonus equivalent to the value of the vehicle, and I would then pay back the amount back to Dr. Smith. The exact same process was used when Frans Vorster had to procure a vehicle for Gillingham namely an E320 via a conundrum of bonus's and cross transfers.

11.

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 that should anyone break the "pact" or testify or witness the truth to anyone would be "taken out" We were told that the Watson's had it all under control and had access to both the Hawks and the National Prosecuting Authority. Gavin Watson called me one Sunday morning to come to meet at the office, he also called Angelo Agrizzi who at the stage was in Madikwe, we met at the office where he mentioned he wanted us to clean up all possible evidence and to go through all the safes, employee's drawers etc. and to ensure that any possible sources of evidence would be destroyed, Watson had been informed by Sesinya Seopela that the offices would be raided. Watson was concerned, and re-iterated we don't leave till we are 100% sure, Watson personally went through all the documents in his walk in safe. After the "clean-up" we had to meet him at his house, whilst at his house we reported back on what we had found, we then drove to a duplex complex, he then gave Ms. Lindie Gouws a large metal tin with quite a few documents and a substantial amount of cash for safekeeping.

12.

At one stage when the SIU commenced the first meeting with ourselves and would initiate the investigation, both Angelo Agrizzi, Leon Van Tonder, Max Lee Son and Frans Vorster as well as myself were tasked to go and "clean" up whatever we could.

Leon Van Tonder had to "Nuke" databases and create fictitious failures to eradicate details on the accounting system such as payments to Gillingham's daughter via Slim slider as well as Grande Four payments a company established by Danny Mansell to pay for Gillingham and Mti's homes, and many others. Leon Va Tonder and Max Lee Son, Angelo Agrizzi, Andries Van Tonder, attended a meeting with Adv. Laurence Hodes and Brian Biebuyck, where Leon Van Tonder raised the fact that they wanted to delete information. Adv. Laurence Hodes said we should not tamper with evidence.

13.

Leon Van Tonder was instructed with Max Lee Son to burn the backup tapes (ZAR 50,000.00), Rynu Roode assisted Leon Van Tonder at Main Hostel in destroying the tapes. Gavin Watson always ensured two people attended to these tasks so that they couldn't lie to him.

14.

Johnny Wilkinson was contacted whilst we were in the meeting by Angelo Agrizzi and appointed as a specialist to compile a report that the disks where in fact beyond recovery.

After the meeting Gavin Watson in the basement parking of Maisel's Chambers said to not listen and to delete as much as possible, we were instructed not to question him.

15.

We furthermore had to collect all documents and computers from Blake's Travel Randfontein who Angelo Agrizzi had used to make payments to for travels on a VVIP account.

We purchased and replaced the computers at Blake's Travel, burnt all documentation and buried the old Blakes Travel computers, at Luipaardsvlei as per instruction from Gavin Watson.

Disclosure Andries Van Tonder      HIGHLY CONFIDENTIAL

Affidavit 1/12

16.

The instruction from Gavin Watson was to rewrite all the order and invoices of Blakes Travel that could in anyway compromise the company, Blakes Travel provided invoice books which we then got the travel coordinator Magdel Wilson to re-write and insert in the files.

The balance of the documents was kept on a farm for Gavin Watson, in safes that were specifically bought. These documents we were later instructed to burn.

17.

Of specific importance were agreements supposedly according to Gavin Watson were drafted by Tony Perry between Mti and Watson clearly detailing the transactions and agreement for the Correctional Services contract with Phezulu - Sondolo IT, a company called Lianorah investment was involved, this Company was registered on instruction from Tony Perry via Gavin Watson. Angelo Agrizzi kept a copy of the Agreements before giving the originals to Watson. Watson was not made aware of the existence of the copies, I only discovered this recently.

18.

When Angelo Agrizzi and myself started raising that the way things were done to get various contracts in Government, Gavin Watson realized that the cracks were showing. He instructed Angelo Agrizzi's wife Debbie to arrange a fully paid five-star trip to Europe, and this was when the release of the SIU report was imminent. I recall that the SIU report came out while we were in Paris.

Gavin Watson instructed Angelo Agrizzi in my presence that he must do whatever it takes to clean up, as his (Gavin Watson's) signature doesn't appear on any paperwork, therefore he was exonerated. Gavin Watson always boasted that his signature does not appear anywhere, and that the staff who had to do his dirty dealings were personally responsible should things go wrong.

Disclosure Andries Van Tonder HIGHLY CONFIDENTIAL

Affidavit 1/12

19.

When the SIU report was released, a copy was received via one of Gavin Watson's sources. The copy was mailed to ourselves in Paris. In Paris, we dissected the report and commenced our return home.

20.

On our arrival back , Gavin Watson called with all the role-players and specific instructions were given out by Gavin Watson in a meeting held at the offices, the responsibilities were as follows;

- ❖ Andries Van Tonder – Finance control, reversal of any suspicious transactions, remove and destroy any potential invoices, and change descriptions on invoices that could be problematic. Pacifying the Banks and Auditors, as well as attending to issues raised by IRBA.
- ❖ Frans Vorster – To contact all suppliers of vehicles etc., ensure that documents were not available – e.g. Car Dealerships orders – a specific example was Lindsay Sakers Krugersdorp where the sales person contacted Frans Vorster pursuant to an investigator visiting and requesting information. Vorster would then go and establish what information was issued. Vorster removed the file of a vehicle purchased for Mti on instruction from Watson. This was done even after we warned Watson not to tamper with evidence.
- ❖ Leon Van Tonder – Max Lee Son – to stymie any possible attempts from the SIU Cyber Forensics to obtain incriminating evidence, and to search key words. Also, to develop backdated documents to say that the servers had crashed two years prior.
- ❖ Angelo Agrizzi – To attend to legal matters and to ensure that the parties stay together, also to manage Danny Mansell and related parties such as certain politicians and employees that were vulnerable
- ❖ Gavin Watson – To attend to political fallout and coordinate with Linda Mti who had linkages with the NPA via his previous secretary, who worked with Noncoba Jiba and Mrwebi.

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20.

Further follow up meetings were held on an adhoc basis where other parties would be present as Gavin Watson saw fit, these would include various people both internal and external, such as Patrick Gillingham where he would re-iterate the strength of the team unity and his political connections

21.

During the period, it must also be noted that we had made special arrangement to ensure that funds were transferred into attorney's trust accounts to avert running out of funds in the event that the National Prosecuting Authority and the asset forfeiture unit raided the offices of the Bosasa Group.

22.

When the preliminary charges were released by Noncobo Jiba via Richmond Mti to Gavin Watson, all the parties reflected were called in and told not to be concerned, that Gavin Watson had direct links to the National Prosecuting authority and showed us a report which referred to the matter as not being prosecutable. He received these NPA documents via Richmond Mti, who in turn received them from Noncobo Jiba.

23.

Gavin Watson instructed us attend to Christo Van Wyk at Couzynes and to draft backdated and false agreements, and I was personally told to take responsibility for the car bought for Megan Watson by saying that it was a gift to her as a girlfriend.

At the same time agreements were backdated relating to all the corrupt purchases between Danny Mansell and Gillingham, as well as Riaan Hoeksma. Attention was brought to Mark and Sharon Taverner who arranged to furnish the premises of Gillingham and Mti, for which the services were in fact paid for via Bosasa Operations being invoiced by Mark Taverner as foodstuffs via a supply company BEE Foods.

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At this stage Gavin Watson mentioned that the Mansell's were the weak link, I was instructed to ensure they emigrated to the United States, where we agreed Bosasa would pay for the relocation. I was tasked to ensure the family of ten got onto the plane.

Papa Leshabane arranged that customs would not block us via his contacts at Home Affairs. I personally walked Danny Mansell to America as his escort to New York and Houston. Gavin Watson told me to personally escort him.

24.

Mark and Sharon Taverner were called to attend an enquiry in court, to answer on purchases done by them at Weylands, Weatherly's, that appeared suspicious as albeit their company paid the invoices, the delivery addresses reflected Gillingham and Mti's residence.

The Taverners' were told to stymie the court hearing subpoena by asking for postponements as Sharon Taverner had been diagnosed with cancer. The SIU / Hawks wanted to ascertain the validity of various accounts. I know of numerous meetings held with Mark Taverner to discuss the matter.

At the same time Brian Blake was subpoenaed and told to stymie the process, as a result of SAA flight records that reflected Gillingham and Mti.

25.

At one stage during the period, I recall a visit from Mo Shaik and Ian Small-Smith who had lunch with us at the Diner, during the following discussions in the boardroom Gavin Watson told Angelo Agrizzi that he spoke to Mo Shaik who said Angelo Agrizzi should just take the blame in his personal capacity and they would just pay a fine.

Angelo Agrizzi responded angrily he wouldn't because it was all Gavin and he would rather resign. Gavin Watson said then resign and do what you want. It was this attitude and arrogance displayed that instilled fear in all of the employees, coupled with the fact that Gavin Watson portrayed himself as being able to eradicate problems with no recourse, due to his political standing and endless funding supplies. We believed this to be true, as he often had access to classified documents and organograms from the National Authorities.

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26.

A platform used to indoctrinate staff was at the morning prayer meetings where one would need to be to be recognized, at these meetings people were forced to pray aloud, "I need to hear their prayers, so I can see where they are at" Watson would say. I was openly ridiculed, called a "knucklehead and dunderhead", eventually I had resolved to believing if I didn't please Watson I would amount to being jobless.

27.

I left the prayers meetings as did others, but specifically when he blatantly said he wasn't scared to go to prison, and would be like Paul and Silas praising the Lord whilst in chains.

28.

During the last year, I have noticed my tasks as the Chief Financial Officer have been marginalized, to the extent that I do not have any influence whatsoever.

29.

I mentioned this fact as it is important to note that I will not abide by Gavin Watson's request to continue to conduct corrupt tasks such as delivering or collecting cash on his behalf, I made this clear to himself and even on occasion I recorded the deliveries of cash, (following the advice of Angelo Agrizzi who had also done so to protect himself) the process of distribution to the Directors to be delivered to officials they had corrupted.

30.

Gavin Watson instructed me to collect the cash.

On a "collection of cash day", Equal Trades representative would meet me at Lanseria Shopping Centre, I would on instruction transfer up to R3,000,000.00 per delivery, this would fluctuate according to Gavin Watsons needs. On my return to the office I would reconcile and count the money with Angelo Agrizzi who would check the invoice summary and accuracy, who would then occasionally walk with me to the walk in safe allocated by Gavin Watson and hand a reconciliation over to Gavin Watson. Angelo Agrizzi also recorded Gavin Watsons drawing in a black leather-bound pocket note book and hand it to Gavin Watson.

31.

Angelo Agrizzi would complain that this practice of collecting and distributing cash was illegal and morally disturbing, that we as a company should be "A" Political, there was no need to bribe, we offered a good service. This explains that when Angelo Agrizzi fell ill, Gavin Watson used the opportunity to get rid of him, and pay him to keep silent.

32.

My assertion from experience is that Gavin Watson wanted to place me in a position of failure to attain his objective of isolating and removing myself, as he does with Companies used to filter cash, I had served my purpose and he would need to get rid of me, so he could openly blame me. He did this with Angelo Agrizzi in many an open forum.

This is evident in that he recently openly promoted Louis Passano and Colleen Passano to handle the company finances, banks and auditors. This decision can only be a cynical driven because Louis Passano is not qualified and has not only a criminal record, but is undergoing sequestration and should not be in the position.

33.

*Process to receive cash into Bosasa.*

It is important that I relate the manner in which cash would be obtained, without it raising suspicion.

One must understand that the volume of raw material purchases well exceeds ZAR 35,000,000.00 per month, the average cash usage for bribery amounted to an estimated ZAR6,200,000.00 on occasion per month, this would fluctuate so as not to create concern.

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The following process was used;

- ❖ On a Monday morning Gavin Watson would indicate the amount of physical cash needed to be ordered for the week
- ❖ The contact person Gregg Lacon Allin, from Equal Trade responsible for preparing the cash would phone me continuously until I had placed the order. Alternatively, a message would be sent to myself, copies are retained.
- ❖ I would then give the amount requested to Jacques Van Zyl (an accountant at Bosasa who previously arrange the cash for Gavin Watson) who then would instruct Carien Daubert in the Bosasa Accounts Department to prepare a schedule of fictitious purchase orders and the allocations of non-vatable food items and allocations to the various operational units - to be captured as consumption.
- ❖ Invoices are prepared as per the schedule of "stock for cash" and then given to Carien Daubert for processing through the books. This can be attested to as the actual kitchens never signed, received or added to stock to the systems.
- ❖ The value would be collated and an amount would be communicated as per the attached emails to a certain Craig Barnes, Equal Trades financial accountant. The amounts would include a 12% commission as previously negotiated and agreed by Gavin Watson and Jacques Van Zyl when the service commenced with equal trade. Jacques Van Zyl previously managed the cash, however Gavin Watson was concerned when he realized Jacque Van Zyl kept fastidious records, these were confiscated and destroyed.
- ❖ Payment is currently now authorized by Louis Passano the accountant presumably new Chief Financial Officer, who would execute the amount as stipulate including the commission.
- ❖ Once the payment is cleared, proof of payment would be forwarded to Equal Trade and an arrange date set to deliver the cash.

- ❖ The cash value instead of raw materials would arrive in boxes, which would then be roughly estimated in its bundle form.
- ❖ The cash would then be reconciled to the order summary sheet less the commission payable to Equal Trade
- ❖ The cash would be transferred to Gavin Watson's walk in safe in a secluded office hardly used and he would be given the reconciled amount, and an excel printed spreadsheet verified by Angelo Agrizzi presented to Gavin Watson. Gavin Watson took no interest in it, despite Agrizzi wanting to keep records.
- ❖ The cycle would be repeated.

34.

Pointers in terms of the invoicing that is done;

- ❖ Many of the food items (rice, beans etc.) are not even a menu item on the menus at the various correctional centers
- ❖ All items are reflected as non-vatable so as not to raise SARS queries, hence only non-vatable items
- ❖ Payments are always made prior invoices generated, which is contrary to the normal invoice payments of 60 days even with Equal trade
- ❖ The items and invoices are not followed through the normal channels, nor do the items actually appear on the buying manuals for equal trade.
- ❖ Unit leaders and store men, as well as goods received stamps pertinent to each area don't reflect at all on the invoice.

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35.

The value of the cash drawings is estimated as follows;

*(I have not collated all the actual invoices but have them available for purposes of estimation the fraudulent transactions have been estimated based on the averages over the last five years)*

### **CALCULATION**

Average Per Month	-	ZAR 6,200,000.00	Estimations
Period 5 years	-	ZAR 372,000,000.00	Items expensed in Cost of Sales
Taxable Rate	-	ZAR 104,160,000.00	Tax evaded wrongfully deducted from taxable income

36.

Further measure to obtain cash were as follows;

- ❖ Under duress, Gavin Watson instructed myself and my personal assistant Magda Van Rensburg to create fictitious invoices for BEE Companies that was supposedly only able to be paid in cash, as they were SMME's and had no bank accounts, these invoices were handcrafted as supporting documents for the cash cheques to be generated and cashed at the bank
- ❖ Gavin Watson also insisted that the safest way to draw cash amounts was to create fake invoices for labour brokers that we claimed were building at various sites, this was done for a period of a year.
- ❖ Carlos Bonifacio also wrote out fake invoices by scouting the internet and finding companies that were liquidated or where not correctly registered, these fake invoices would reflect the correct Company details, but would receive cash payments via an uncrossed cheque

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- ❖ A major liquor wholesaler Jumbo Randfontein would invoice Bosasa for large liquor and beverage consignments, which were never delivered, this was arranged by Gavin Watson via Riaan Hoeksma, who took a percentage of the sale to facilitate the cash drawings. At this stage the company had no need for alcohol.

The aforementioned would not reflect VAT and would be expensed for tax purposes

37.

On numerous occasions, Gavin Watson would instruct individuals to do what was tantamount to illegal, from corrupting people to drawing cash and falsifying records. If people resisted, this would be their start of a termination and isolation process. He would laugh and reply " We must do what we must do, we are white males in South Africa, and you and I have nowhere else to go."

38.

On numerous occasions, we had to establish non-related Companies that were fictitious, and these had to have separate details this was done so that cash could be drawn from bank accounts so that certain bribes could be paid.

These Companies were also extensively used to make payments for legal fees requested by attorney Ian Small-Smith for matters he was attending to for Patrick Gillingham whilst Gillingham was employed by the Department of Correctional Services and undergoing a disciplinary hearing regarding the corruption charges.

39.

These Companies were also used to pay cash bonuses to the directors, university fees and various other requests from Gavin Watson. I had to pay numerous individuals income tax via cash deposits. One of the payments made was to a beneficiary's studies at university, the daughter of Vincent Smith, SCOPA Chairperson.

40.

Other beneficiaries included the transfer of funds via other accounts to pay for the consultants on the tender process for the Department of Justice and Constitutional Development. The Companies were used to pay for commercial favors, and pursuant to be audited and cleared were then to be liquidated once Gavin Watson felt that it had served its purpose.

Gavin Watson was well aware of the transactions and was insistent that taxes in the entities were always up to date, these companies are listed as follows;

- ❖ Sinkroprop CC
- ❖ BuildAll
- ❖ Aruwise
- ❖ Spilacraft
- ❖ Phetive
- ❖ Lombicor
- ❖ Belfast Toyota

41.

The reason why the Belfast Toyota was acquired from FR Diesel Hein Spath was purely because of the extensive fuel and kiosk sales which generated cash, which would be collected daily by our security personnel. The cash would be replenished by a payment from Bosasa for fictitious fuel purchases and claimed as a full tax-deductible expense. A share in Belfast Toyota was sold to Bosasa at approximately R600,000.00 , and returned back to the other shareholder Hein Spath at no charge, after it had served its purpose:

42.

Gavin Watson created an incentive to place the companies on our names, this was a derelict stand /property, included in the first company Sinkoprop CC, which was then liquidated, and the property moved.

Verification and audit of the transactions and the companies was done by the Peet Venter. And pursuant to Gavin Watson reviewing the transactions the entity would so not as to attract attention be liquidated.

## 43.

On occasion the various attorneys trust accounts would be used to manage transactions to a third party, Bosasa would deposit the funds into an attorneys account, which amount would theoretically lay in trust, not attract attention and an instruction would be generated from Watson to allocate payments then directly.

Gavin Watson instructed at one stage Angelo Agrizzi to utilize the trust account of Eversheds to make a R480,000.00 payment on behalf of a contact for a deposit on a property, requested by Directors Trevor Smangaliso Mathengwa and Joe Gumede. Requests were also made to transfer an amount in excess of R2,000,000.00 to allow Patrick Gillingham wife to procure a property post her divorce. The divorce proceedings were paid for by Bosasa via the trust account.

Gavin Watson instructed Angelo Agrizzi to also attend to and keep the Gillinghams happy, no matter what.

All mechanisms utilized to facilitate cash withdrawals for Gavin Watsons requirements where specifically at arm's length.

## 44.

Build All was a construction company procured from Arthur Kotzen and Fred Alibone to construct and develop the Sea Ark, this was acquired for an initial R15,000,000.00 and then credited an amount of R3,000,000.00 pursuant to negotiations. The actual net asset value was an amount of R900,000.00 and was used primarily to filter cash and build the Sea Ark facility whilst invoicing Bosasa for construction work.

## 45.

In discussions with Fred Alibone and Arthur Kotzen, it was mentioned that Gavin Watson also built various politicians homes through the entity, Thwabo Ndube who was actively involved in Port Elizabeth was the one that came to mind. Tony Perry the Company secretary at the time had a house built for himself in Port Alfred for approximately R5,000,000.00

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This was easy and not detectable as the costs were masked in the total expense of R200,000,000.00 construction. Build All's Fred Alibone was responsible for keeping record of the cash payments and building projects in a small hardcover book. The actual valuation of BuildAll was calculated on potential future value of building Sea Ark.

During more than one occasion I was told by Arthur Kotzen and Gavin Watson that BuildAll would be used to move and hide profits from the Bosasa Group, this explains the inflated purchase price of BuildAll, as well as the erratic expenses.

46.

In 2007 Gavin Watson was introduced to an American David K Wills who alluded to the opportunity within the Aquaculture market, growing prawns in a controlled environment for export purposes.

SeaArk employed the services of Mr. David K Wills an American convicted fraudster, Gavin Watson instructed myself to transfer amounts in excess of ZAR50,000,000.00 to a supposed American entity Sustainable Resources International invoiced to Bosasa, that Gavin Watson was a 50% shareholder to the best of my knowledge. Sonia Jonker and Vikus Luyt were at that stage responsible for drafting the agreements.

47.

Pursuant to the departure of David K Wills I investigated if a company did in fact exist that we had paid approximately ZAR50,000,000.00 and to attempt to reclaim the funds. Gavin Watson said not to chase after it, it was gone, and Angelo Agrizzi then was also instructed to stop all legal proceedings from looking into the matter. At the stage I know that Angelo Agrizzi tasked Brian Biebuyck to look into the matter, several letters were sent and corresponding attorneys coopted in Maryland, United States. I found it strange that Gavin Watson did not want to follow up on a company he supposedly owned shares in. At this stage both Angelo Agrizzi and myself refused to continue paying these amounts to Sustainable Resources and Shrimp Improvement Systems, and informed the banks not to entertain any further payment or forex exchanges in respect of this. We then received numerous request from FNB Foreign exchange fraud requesting an update and status

of the international dealings, Gavin Watson said to ignore the requests.

48.

I have intimate knowledge that there where major concerns raised regarding the obtaining of the facilities environmental and legal requirements, Gavin Watson and his brother Cheeky Watson would arrange delegations of political connected individuals, as well as Ministers in Government to attend to the facility on informal visits.

49.

The project terminated due to the fact that the commercial viability could not be established and accepted by banks, who raised concerns about embezzlement charges by David K Wills. It must be noted that the mandatory rehabilitation of the land in terms of the Record of Decision, that was granted by Government where the "Pilot Project" was situated was never done. Gavin Watson gave the developed site infrastructure to his brother "Cheeky" Daniel Watson to salvage the buildings and equipment.

50.

Pursuant to the closure of SeaArk, Gavin Watson in a meeting clearly stipulated that he did not want lose the assessed loss of an estimated ZAR200,000,000.00 generated by the Sea Ark company, accumulated over the period of its existence. Gavin Watson insisted that I do everything possible to maximize the use of the loss against the profits of the catering company operations in the group.

51.

I was under extreme pressure to change the main business intention as stipulated on the Company documents to incorporate a provision for the Company to utilize the assessed loss by inflating the purchase price of the raw material to catering contracts, thereby utilizing the Company (SeaArk) as the newly changed Bosasa Supply Chain, which would handle all major purchases for the Group, reselling the goods at an average of 20% Markup, thereby effectively reducing the taxable profits of the other entities.

52.

The value of this assessed loss created an opportunity to reduce tax on an amount of approximately R50,000,000.00. In fact, documents and processes were manufactured in order to overcome and influence the SARS investigation by satisfying them that SeaArk was a legitimate entity that could utilize the assessed loss against profits in other operational companies.

SARS stipulated that proof had to be submitted to substantiate the claims, such proof was then manufactured under instruction. As a result of the changes made and the submissions made SARS granted the allowance of the assessed loss.

Gavin Watson insisted that to show the continuity of the SeaArk project an actual production facility in Krugersdorp within newco Biorganics was established, later to be closed down. The Biorganics project was operational for a period of time, then closed by Gavin Watson .

Gavin Watson was insistent to close the Biorganics operations, despite my concerns, as this was in contradiction to what was reflected to SARS, Gavin Watson instructed Carlos Bonifacio to attend to the retrenchment and closure of the operation.

53.

During Biorganics existence, numerous dignitaries including the then Minister of Agriculture Bheki Cele and President Jacob Zuma visited the project, invited by Gavin Watson to add credence to the project.

54.

The "Prawn Processing" equipment at SeaArk had never been unboxed or used and was transported to the facility in Krugersdorp, where it was sold in its packaging to Mr. Connie Muller of Ibhongo Traders for R3,200,000.00

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55.

In the SARS motivation it was purported that the equipment would be utilized at the catering facilities. Frans Vorster and Hennie Viljoen were instructed to falsify Log Books of transport vehicles, as well as asset registers to create the perception that the equipment was in fact sent to catering operations nationally at the Department of Corrections. Hennie Viljoen the maintenance coordinator at Bosasa stipulated in detail the supposed redistribution of the equipment. This was done to facilitate the SARS claim. The equipment was never sent to the operations and cannot be used in the operations in any way.

56.

The value of the manufactured claims on SeaArk is as follows;

**CALCULATION**

Assessed Loss	-	ZAR 178,000,000.00
At 28%	-	ZAR 50,000,000.00
Derived by		
Expenses and Equipment write offs allowed by SARS pursuant to an investigation triggered.		

57.

During the period 2015 to 2017, the following transpired. Gavin Watson decided to build residential homes for his newly married Son Roth Watson and his daughter Lindsay Anne Watson in Morningside, Sandton.

The elaborate houses were to be registered on Gavin Watson's name, to the best of my knowledge.

58.

Gavin Watson instructed myself and Peet Venter from D'Arcy Herman the Bosasa auditors to oversee certain of the payments to suppliers via the financial processes and allocate the costs thereof to the various property companies, such as Luipaardsvlie Property Leading Prospect Trading - Lindela etc., where large revamps were underway. These costs were either capitalized or expensed within

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the existing property companies that held properties within the Group of Companies.

The invoices were made out to the various entities and Peter Reiger was tasked to ensure that he made out both the orders in an official order book and ensured payments were effected. The delivery addresses were fraudulently changed from the delivery address to reflect one of the Bosasa Group of Companies addresses.

This resulted in the costs being absorbed by the Company running expenses and therefore in the process having reduced the tax liability on the Company, allowing Gavin Watson the benefit of not paying for the houses personally, or the taxes but also allowing for the benefit to be passed onto the children.

59.

It is common knowledge that a major upgrade is taking place at the residence of Roth Watson valued at an estimated well over R2,500,000.00. Gavin Watson used the contractors of a certain Construction company called Meter Sq. - Chris Van der Westhuizen.

Lindsay Anne Watson had a house built, where materials were ordered and expensed via the "Upgrading of Lindela", Peter Reiger was tasked to manage the processing thereof, copies of the orders and invoices available for perusal. During the retrenchment of Peter Reiger it was mentioned that they had corrected the invoicing by passing journals to Gavin Watson's personal loan account.

A further residence is currently being built to, the reason is unknown, and will be furnished in due course if this is accurate. The contractor used is Riekele Construction - Riaan Hoeksma of Randfontein who had built both Patrick Gillingham's house as well as Richmond Mti's house.

Christo Viljoen, an employee of the company is used to oversee the completion of projects.

I am aware that Peet Venter was asked by both Roth and Lindsay Anne Watson to assist the Roth and Lindsay Anne Watson to transfer the houses from Gavin Watson into their own names to avert possible attachment by the Asset Forfeiture Unit.

These amounted to an estimated ZAR7,200,000 in taxes calculated at a tax rate of 45%.

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60.

Standard cash payment made were as herein with reflected, albeit the totals where never in my control I am aware of the fact that cash payments were made to certain individuals namely the directorate, the quantum thereof I cannot verify.

I am aware of other payments that Peet Venter from D'Arcy Herman Auditors would make on Gavin Watsons request out of his personal account these include;

Hlaudi Motsoneng's legal fees	R1,000,000.00 -Via Trusts
Andile Ramphosa - Foundation	R500,000.00 - Via Trusts
Lindie Gouws	R2,500,000.00 - (This was later reversed and repaid to Gavin Watson)

*\* The aforementioned copies of transfers are available*

61.

Mark Taverner, brother in law to Gavin Watson retains Patrick Gillingham on behalf of commitment made by Gavin Watson on the payroll of BEE foods, on a salary of R65,000 per month and a Company Car Mercedes GLA 200, the full costs are then added to the invoicing of BEE foods.

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62.

The attached list is reflective of the monthly payments made over the last three years, and is by no means exhaustive

**Exhibit A**

Name	Amount	Person	Distribution
Department of Correctional Services	ZAR 50,000	Josiah Maako	Ishmael Dikani
	ZAR 50,000	MMM Ngubo	Director
	ZAR 15,000	Maria Mabena	African Global
	ZAR 1,000,000	Zach Modise	Papa Leshabane
	ZAR 100,000	Grace Molatedi	R Mti
	ZAR 110,000	Unknown	Sesinya Seopela
	ZAR 50,000	S Mathebela	Ishmael Dikani
	R100,000	C Jolingana	R Mti
Department of Justice and Constitutional Development	R110,000	Various	Joe Gumede
	ZAR 50,000	Norman Thobane Mams Nyubuse	Director / Chairman Trevor Mathenjwa
ACSA ACS	ZAR 50,000	Jason Tshabalala	Johannes Gumede
	ZAR 40,000	Mohammed Bashir	Director / Chairman
	ZAR 40,000	Bongi Mpungose	Bosasa / African
Social Services	ZAR 55,000	Various Directors in the Department	Thandi Makoko
	ZAR 150,000		Director Bosasa Sivion Dhlamini
Sibanye Gold	ZAR 140,000	Various Client and Unions	Patrick Littler
Politicians in active service	ZAR 100,000	Vincent Smith	CEO Gavin Watson
	ZAR 65,000	Richmond Mti	Delivered to R Mti for distribution
	ZAR 100,000	Adv. Noncobo Jiba	
	ZAR 20,000	Jackie Lephinka	
	ZAR 10,000	Adv. Mrwebi	Peet Venter
	ZAR 110,000	Patrick Gillingham	Gavin Watson
	ZAR 50,000	N Mokonyane	Valance Watson
	ZAR 40,000	Cedrick Vrolik	Gavin Watson
	ZAR 100,000	Thabang Makgwetla	
Internal Staff African Global Bosasa	ZAR 20,000	Louis Passano	Collated by Gavin Watson and issued personally or by Lindsay Anne Watson
	ZAR 20,000	Gavin Hundermark	
	ZAR 10,000	Carlos Bonafacio	
	ZAR 10,000	Jacque Van Zyl	
	ZAR 5,000	Louis Scholtz	
	ZAR 5,000	Daniel Van Tonder	
	ZAR 5,000	Leon Van Tonder	
	ZAR 5,000	Ryno Roode	
	ZAR 20,000	Colleen Passano	
	ZAR 20,000	Andries Van Tonder	
	ZAR 40,000	Roth Watson	
	ZAR 40,000	Arno Van Deventer	
	ZAR 40,000	Lindsay Watson	
	ZAR 70,000	Lindie Gouws	
	ZAR 10,000	Rika Hundermark	
ZAR 10,000	Carien Daubert		
Unknown	Other Directors		
TOTAL	ZAR 3,075,000	Paid Monthly	Note that each Director would receive an amount of cash monthly this was kept secret to the quantum by Gavin Watson; ❖ S Seopela ❖ J Gumede ❖ T Mathengwa ❖ F Mzazi ❖ I Dikani ❖ P Leshabane

- It can only be assumed that the balance of the drawings would be distributed by Gavin Watson, certain instances included where he would summons a young employee Henning Boucher and send him with a duffel bag filled with well over R1,000,000 to deliver on a Saturday morning to Valance Watsons residence.

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63.

As recent as March 2017 at an IMBIZO held at Silverstar Casino, a copy of the video which is attached hereto, he re-iterated a similar statement and also made mention that Johan Abrie the Human Resources Head of Department did a phenomenal job of taking of the problems, any snitches would be dealt with accordingly. This added to the tactic to create fear and doubt in the minds of people.

64.

Subsequent to my name being tainted by the SIU report I have been forced to continue working in an environment that is against my values. Pursuant to attending to numerous job interviews it is apparent that I have little or no prospect of finding gainful employment, this has also hampered my attempt to proceed into a new career both locally and internationally, hence it would be more appropriate to reveal the truth and allow a new start, as I have not unduly benefitted from the corruption and dishonesty created by Gavin Watson.

65.

The matter has impacted negatively on my personal relationships, as potential suitors find history reflecting me as corrupt and dishonest.

My health is severely impacted similar to that of Angelo Agrizzi who had to undergo severe surgery as a result of the same treatment, I have been scheduled for a battery of tests, the results of which could adversely impact on my fitness to hold my pilots license which remains my only enjoyment and possible career.

66.

I have mentioned on numerous occasions that it appears I am being paid a mere salary to be dishonest for Gavin Watson. I mentioned this to Angelo Agrizzi as well as Peet Venter were witness to the fact that we were all tasked to assist Gavin Watson in finding suitable vehicles to use to source cash reserves for him. On a few occasions Gavin Watson accompanied us to meet with the owner of AA Wholesalers in Lenasia who had a large daily cash trade portion in the business. This was done so that we could look at doing an acquisition of the business in order to be able to meet the growing cash need.

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67.

In support of any court application I would request that the honorable court subpoena the following persons to testify on the statements made and the truth of the allegations stemming from my statement.

These are as follows;

Thabo Ungerer	Magdel Wilson	Gerhard Van der Bank
Andre Brandt	WGS Wearne Cement Director TBC	Rynu Roode
Lindie Gouws	Jason Stoltz	Danie Van Tonder
Max Lee Son	Butch Jacobs - RTC Cement	Hennie & Christo Viljoen
William Brander	Magda Van Rensburg	Natasha Olivier
Kevin Wakeford	JD Wolfaardt	Muniriah Oliveria
George Papadakis	Henning Bouwer & Kenny Bouwer	Carien Daubert
Fred Alibone	Danny Mansell & Jarrod Mansell	Rika Humdermark

Carlos Bonifacio	Andries Sebelele	Brian Blake
Christina Herbst	Patrick Gillingham	Andries Erasmus
Jacques Van Zyl	Gregg Lacon Allin	Adrie Vermuelen
Tony Perry	Craig Barnes	Jackie Leyds
Fred Alibone	Peet Venter	Thandi Makoko
David Janks	Nellis Wolmerans	Dr Louis Scholtz
Frans Vorster	Daniel Erasmus	Prof Martin Nasser
Angelo Agrizzi	Leon Du Toit	Patrick Gillingham

Signed by Andries Johannes Van Tonder  
9<sup>th</sup> November 2017 at Krugersdorp, Gauteng South Africa

ANDRIES JOHANNES VAN TONDER

- SIGNED and SWORN/AFFIRMED to before me at \_\_\_\_\_ day \_\_ of \_\_\_\_\_ **2017**, the Deponent having acknowledged that she knows and understands the contents of this Affidavit, which is deposed to in accordance with the regulations governing the administration of an oath as more fully set out in Government Notice R 1258 of the 21st July 1972, as amended by Government Notice 1648 dated the 19th of August 1977 and Government Notice 903 dated the 10th July 1998.

**COMMISSIONER OF OATHS**

Disclosure Andries Van Tonder HIGHLY CONFIDENTIAL

Affidavit 1/12

**FULL NAMES:** \_\_\_\_\_  
**STATUS:** \_\_\_\_\_  
**STREET ADDRESS:** \_\_\_\_\_

\_\_\_\_\_  
**COMMISSIONER  
OF OATHS**

FULL NAMES:  
STATUS:  
STREET ADDRESS:

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 28<sup>th</sup> 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 3<sup>rd</sup> 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 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 28<sup>th</sup> 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 25<sup>th</sup> of February 2005 Danny Mansell arranged that I flew Patrick Gillingham in a private aircraft to Mafikeng, and back on the 26<sup>th</sup> 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 28<sup>th</sup> 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 Mooinooi in the North West province where it was stored in safes in a small outside building. The safes were purchased and installed by Bosasa. I cannot recall exactly how long the documents were stored there, but I recall that it was approximately two years. Myself and Angelo Agrizzi then collected these documents and CD disks, took it to Buffelspoort dam where we burned the contents in a metal drum.
95. The only document we did not burn at the time was an agreement. At the time I did not understand the relevance of this agreement, but Angelo Agrizzi told me that Gavin Watson was looking for this agreement, as it was an agreement between Gavin Watson and Linda Mti.
96. We drove from Buffelspoort Dam Gavin Watson's house. Angelo Agrizzi gave this document to Gavin Watson. Gavin Watson was very relieved to have found

M.R. 

this agreement and he subsequently tore up this agreement in our presence and flushed it down the toilet.

**Holiday with Gavin Watson**

97. Angelo Agrizzi and myself started raising our concerns at the time of the SIU investigation about the way things were done at Bosasa to get various contracts from the South African Government, referring to bribery. Myself and Angelo Agrizzi believed that Bosasa's service delivery was good enough to get new business on merit, while Gavin Watson believed that Bosasa had to bribe people to get new business. Gavin Watson then took Angelo Agrizzi and myself on a holiday to Italy and France. This was during the time that the SIU investigation was underway.
98. I recall that the SIU report came out while we were travelling in Paris. Gavin Watson was boasting that his name doesn't appear in the SIU report.
99. A copy of this SIU report was e-mailed to the hotel where we were staying in Paris. Angelo Agrizzi collected the e-mail with the SIU report and studied the report during the holiday. After the contents of the report were discussed it actually interfered with our holiday as we were all extremely stressed. We were all shocked by the contents of the report and by the inside knowledge and Gavin asked us to investigate and try find out who had given such inside information to the SIU.

**Attorney's trust account**

100. I became aware of substantial funds that were transferred from Bosasa into an attorney's trust account. I was not party to the agreement with the relevant attorneys in this regard but I was informed by Gavin Watson that this was done to prevent against the risk of Bosasa running out of funds in case of possible freezing applications of bank accounts by the National Prosecuting Authority because of the pending SIU matter. I understand that further large amounts were paid to attorneys trust accounts. This information can be confirmed by the

M.P. 

Bosasa accounts department and bank accounts. Details of which are attached as annexure "AT8".

**Agreement drawn up at attorney's office**

101. I was present in a meeting at one of Bosasa's attorneys where an agreement between Frans Vorster and Patrick Gillingham was drawn up.
102. In this agreement Frans Vorster advanced R180 000.00 to Patrick Gillingham to enable Gillingham to purchase a Mercedes Benz E320 vehicle. The agreement was done as a loan.

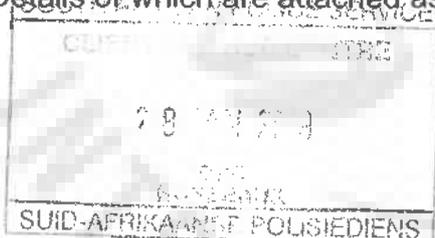
**Meetings and correspondence with the Watsons**

103. A statement in the press was released about Angelo Agrizzi's intention to whistle blow on Bosasa and Gavin Watson. I received a telephone call from Valence Watson, the brother of Gavin Watson asking me to assist in persuading Angelo Agrizzi not to whistle blow. I informed Angelo Agrizzi about the call from Valence Watson.
104. The calls from Valence Watson continued over time. I cannot recall whether it was during the initial call or later, but it was late at night when I had very long discussion with the Valence Watson, Gavin Watson and Eileen Watson. During this call they again requested me to persuade Angelo Agrizzi not to whistle blow.
105. On the request from the Watsons we held meetings at Angelo Agrizzi's house which were attended by Angelo Agrizzi, myself, Brian Biebuyck, Ronnie Watson, Valence Watson, Jared Watson. The meetings were long and carried on until approximately 01H00 in the morning where again they tried to persuade Angelo Agrizzi not to whistle blow and requested an undertaking from him. They wanted to know what Angelo Agrizzi wanted in order to prevent him from whistle blowing.
106. Angelo Agrizzi and myself decided to continue with the negotiations in order to show Gavin Watson's intention to bribe us to silence.

M.P. 

AJVT-021

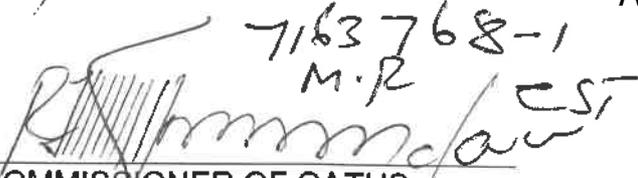
107. The offer that was discussed was in the region of R50 000 000.00 which included money and/or a potential buy out of the business with certain conditions such as Gavin Watson to step down as CEO and Angelo Agrizzi replacing him. A proposed unsigned draft agreement was e-mailed to Angelo Agrizzi thereafter.
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.

AJVT-022

7163768-1  
 M.P. EST  
  
 COMMISSIONER OF OATHS

Name: Mpho R. MUSAU

Address: 15 SURBERG AVENUE ROSBANK

Capacity: CONSTABLE.



SOUTH AFRICAN POLICE SERVICE  
 CLIENT SERVICE CENTRE  
 2019 -01- 28  
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 ROSBANK  
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Final Petrus Stephanus Venter

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G Watson Tax Fraud

Affidavit of Petrus Stephanus Venter  
Identity Number 7101245040083  
Of Noordheuwel Krugersdorp  
Gauteng

Context of TAX Fraud and Racketeering by Gavin Watson

My full names are Petrus Stephanus Venter, a white male aged 46, resident at Noordheuwel Krugersdorp hereby declare that the attached affidavit and the Annexures labeled Files 1 to 2 are a true reflection of the occurrences at Bosasa Group of Companies / African Global Operations and the dealings of Mr. Gavin Joseph Watson

The statements made are in my opinion factual, substantiated by records and copies of invoices and receipts, the intention hereof is not to seek monetary gain, but to clear mine and related parties' names, after being coerced and forced to conduct what we realize what instructions from Gavin Joseph Watson. This matter has affected my health and relationships.

This affidavit is done without any duress or pressure and is done subsequent to the meetings held with Gavin Watson as detailed.

Corrupt dealings involving the South African Revenue Services  
and other matters

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G Watson Tax Fraud

1.

I was employed as an auditor with The South African Revenue Services (SARS) from December 1991 to August 2004.

2.

During my last year with SARS I met Andries van Tonder and Tony Perry from the Bosasa Group. My colleague Johan Terblanche, a Chartered Accountant by profession, conducted an audit on Bosasa Operations (Pty)Ltd.

Johan Terblanche involved me in the audit and we went to the premises of Bosasa Operations where we met with Andries van Tonder and Tony Perry about the audit queries we had.

Before we could conclude the audit, we terminated our Services with SARS. The reason for the termination of my service was the roll out of the Siyaka Project. As a result of the Siyaka Project all the SARS auditors were redeployed to Megawatt Park, Sunninghill.

3.

Two acquaintances of mine approached me and asked me to join their auditing and accounting practice.

I resigned from SARS on 31 August 2004 and joined their firm BesterViljoen Inc. on 1 September 2004.

4

A couple of months later, after joining the BesterViljoen practice, one of the partners and I, approached Tony Perry and Andries van Tonder of Bosasa Operations to take over the audit and tax services of the Group.

Shortly thereafter BesterViljoen Inc. was appointed as the auditors and tax consultant.

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G Watson Tax Fraud

5

Over the years I have built up a good relationship with Tony Perry, Andries van Tonder, Gavin Watson, Jacques van Zyl, Carlos Bonifacio, all the directors and other employees of the Bosasa Group.

Gavin Watson realized this and wanted me to get more involved in the business, in the form of a consultant from an external point of view. I was therefore not just a tax consultant for the Bosasa Group.

7

Although I had to attend to the normal duties of a tax consultant, Gavin Watson wanted more from me:

- Gavin Watson informed all the directors that I will be handling their annual personal tax returns and the company will pay for this service.
- I was also instructed to do the annual tax return of Patrick Gillingham and
- The annual tax return of L Mti

8

At the beginning of 2016 Gavin Watson approached me to take over Consilium Business Consultants (Pty)Ltd, a company which belonged to Dr. Jurgen Smith. Dr. Smith was diagnosed with cancer and wanted to exit the company as soon as he could.

Consilium is a labour broker company who employs people for the Bosasa Group of Companies.

9

All Gavin Watson's family members, who renders no services to the Bosasa Group, are also on the payroll. Gavin Watson instructed me to keep this very confidential and I wasn't allowed to discuss this with anybody else other than him.

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G Watson Tax Fraud

10

During the middle of August 2017, Gavin Watson approached me to assist him to pay the legal costs of Mr. Hlaudi Motsoeneng.

On 17<sup>th</sup> August 2017, I received an invoice from Walter Jele from Majavu Attorneys - proof attached

I have paid the total invoice amount of R 1,187,656.82 in two installments:

- 1<sup>st</sup> payment of R 600,000 on 20 August 2017 - proof attached
- 2<sup>nd</sup> payment of R 587,656.82 on 21 August 2017 proof attached

11

During September 2017, Gavin Watson approached me to assist him and Syvion Dhlamini to make three payments to Moroko Consultants, Training & Development (Pty)Ltd.

Lindsay Watson prepared a consulting agreement between Miotto Trading & Advisory Holdings (Pty)Ltd and Moroko Consultants, Training & Development (Pty)Ltd - attached - No services have been provided as this is merely a front for other intentions.

I had to make three payments of R 450,000 each to Moroko Consultants. The first payment was made on 30<sup>th</sup> September 2017 - proof attached.

The second payment was made on 28<sup>th</sup> October 2017 - proof of payment attached.

The final payment is only due by the end of November 2017.

The agreement mentions that Moroko Consultants will "provide and render consulting services to Miotto for a turnaround business strategy and to provide the necessary training and development to implement such"

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12

Gavin Watson approached me once again on 17<sup>th</sup> October 2017. He wanted me to assist him with a payment towards the purchase of a residential property for Ms. Lindie Gouws.

The amount was for R 2.5 million and I had to consider the amount to be a loan (Ms. Gouws insisted that a loan agreement be drawn up)

Gavin Watson took me to Natasha Olivier and instructed her to pay R 3 million from his personal account into Miotto Trading & Advisory Holdings (Pty)Ltd bank acc.

It must be noted that I could not question Gavin Watson as he would get upset with me, so I made the payments even though I knew that this was not correct

- R 2.5 million was for the purchase of Ms. Gouws residential property and
- R 500,000 to Efg2 with an ABSA Bank account, I was merely told it was for a foundation / trust of Andile Ramaphosa, the son of the Deputy President of the republic of South Africa, I found this strange but wouldn't dare question Gavin Watson.

The R 3 million was paid on 17 October 2017 into Miotto's bank account.

13

On the morning of 6<sup>th</sup> November 2017, Ms. Gouws called and informed me that she is not going ahead with the transaction and I should repay Gavin Watson's money immediately.

I recall she had a meeting with her attorney, Darryl Ackerman about issues pertaining to Angelo Agrizzi, whom she was paranoid about earlier that morning.

After her meeting with the attorney, she instructed me to repay Gavin Watson' money which I did.

The attorneys who handled the property transaction was Louise Tonkin Inc. and the contact person was Joan Fourie - Attached are all the emails in this regard.

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G Watson Tax Fraud

14

I was instructed to pay the R 500,000 (part of the R 3 million payment which was received) to Efg2 into an ABSA account. Gavin Watson mentioned that the payment is towards Andile Ramaphosa Foundation - proof of payment attached

15

Gavin Watson asked me to assist Lindie Gouws on many occasions, from calming her down to getting her to focus. One of the tasks he instructed me to do was to register a company called The Exchange Space (Pty)Ltd.

The purpose of the company is to do the marketing and Branding of the Bosasa / African Global Group.

Over and above her monthly salary I had to now pay Lindie Gouws a Gross salary of R 42,000 per month in order to clear a net amount of R 24,000. This amount had to go toward Ms. Gouws' bond repayment (R 1 million bond repayable over 10 years - just estimated). Proof of the pay slip is attached.

I want to emphasize the fact that the salary from The Exchange Space (Pty)Ltd was purely for the bond repayment, as Ms. Gouws gets paid from Consilium Business Consultants for her services. Her monthly cost to Company is R 137,717.00

16

I would complain that this practice was incorrect and morally disturbing, but Gavin Watson threatened that my services and those of my company will be terminated. I had to do what was asked from me or else what had happened to so many would happen to me.

17

Gavin Watson always wants someone else to blame for his actions. An example of this was when I had to ask Mr. Angelo Agrizzi what kind of Christian he is. When Mr. Agrizzi took Mr. Watson on about this, I had to take the blame for the attack on Mr. Agrizzi's character. It is a constant and disturbing pattern, that Gavin Watson would instruct people to act illegally and then discard them, or get rid of them as he felt it got rid of the evidence.

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Interestingly Gavin Watson would never sign anything, so as to exonerate himself from any wrongdoing. This was evident in the fact that his intention with Graham Richards was to implicate Agrizzi and Van Tonder whereas they never benefitted.

18

Mr. Gavin Watson just kept on making illegal demands and I just couldn't take it anymore. The last nail in the coffin was when he told me to meet with Mr. Patrick Gillingham and to hand him a parcel containing cash, I knew it was cash because it was wrapped in a bank secure bag.

This happened on Friday the 27th of October 2017. I had to go to the office of Bosasa /African Global where Lindsay Watson, the daughter of Gavin Watson, handed me a parcel.

I reluctantly called Mr. Gillingham who met me at my office, at 269 Voortrekker Road Monument Krugersdorp, an hour later. I handed him the parcel and he left. I decided that this will never happen again.

19

Mr. Gavin Watson promoted Louis Passano and Colleen Passano to handle the company and Group finances.

Louis Passano approached me during October 2017 to make changes to his pay slip. He is an employee of Consilium Business Consultants (Pty)Ltd.

He instructed me on behalf of Gavin Watson to reduce his salary from R 137,000 cost to company per month to R 90,000 cost to company per month.

20

When I confronted him about this he was very vague about this, but then he mentioned something about his estate. It was then when I realized that he was sequestrated and should not be in the position of running a company's finances. The second thing is that he wants to show his curator that he earns less than he does. By doing this he will pay a lower amount to his creditors.

I have attached the before and after pay slips. Louis Passano also mentioned that Mr. Gavin Watson will pay the balance in cash. By doing this he defrauds SARS as well as the curator. The actions could eventually impact on Consilium as amounts to a fraudulent

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G Watson Tax Fraud

transaction, besides Louis Passano already has a 5-year suspended sentence.

21

Pursuant to the closure of SeaArk, Gavin Watson in a meeting clearly stipulated that he did not want lose the assessed loss of ZAR 138,498,378 as at the 2012 tax year and Gavin Watson insisted, rather more instructed that both Andries van Tonder and I do everything possible to maximize the use of the loss, by filtering the tax exposure of profits in other operations via the entity.

22

Andries van Tonder was instructed to change the main business of the Company to incorporate provision for the Company to utilize the assessed loss by inflating the purchase price of the raw material to other contracts, thereby utilizing the Company (SeaArk) as the newly changed Bosasa Supply Chain, which would handle all major purchases for the Group, reselling the goods at a markup, thereby effectively reducing the profits of the other entities, and averting having to pay the tax on profits.

23

The value of this created an opportunity to evade tax on an amount of R38,779,546.00. I was told that documents and processes were fraudulently manufactured in order to win the SARS investigation by satisfying them that SeaArk did trade for tax purposes which allowed the company to carry forward the assessed loss to future tax years.

24

SARS stipulated that proof had to be submitted to substantiate the claims and the argument of "trade", such proof was then fraudulently drawn up. As a result of the changes made and the submissions made, SARS granted the allowance of the assessed loss.

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25

The value of the fraudulent claims on SeaArk is as follows;

**CALCULATION**

Assessed Loss	-	R 138,498,378.00
At 28%	-	R 38,779,546.00

Expenses and Equipment write offs allowed by SARS pursuant to an investigation triggered.

26

During the period 2015 to 2017, Gavin Watson decided to build residential homes for his newly married son Roth Watson and his daughter Lindsay Watson in Morningside, Sandton.

The houses were to be registered on Gavin Watson's name, to the best of my knowledge.

27

Gavin Watson instructed Andries van Tonder, the Chief Financial Officer of the Group, to oversee the payments to suppliers via the company financial processes and allocate the costs thereof to the various property companies, such as Luipaardsvlei Property, Leading Prospect Trading - Lindela etc., where large revamps were underway. These costs were either capitalized or expensed within the existing property companies that held properties within the Group of Companies. This means from order to invoice and payment the invoices would've had to look authentic.

The invoices were made out to the various entities and Peter Reiger was tasked to attend to the paperwork. I am aware Peter Reiger was instructed to make these fraudulent entries, as he mentioned the matter to me during consultation, I am also aware that he has kept records, due to the fact that Joe Gumede, a director actually enquired as to the rising costs at the Lindela Repatriation Centre. Carlos Bonifacio also queried the rising costs.

I was later tasked to retrench Peter Reiger

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This resulted in the costs being absorbed by the Company as Cost of Sales and therefore having been expensed reduced the tax liability on the Company, allowing Gavin Watson the benefit of not paying for the houses personally but also allowing for the benefit to be passed onto the children.

Christo Viljoen, an employee of the company is used to oversee the construction.

28

Mark Taverner, brother in law to Gavin Watson retains Patrick Gillingham on the payroll of BEE foods, on a salary of R65,000 per month and a Company Car Mercedes GLA 200, the full costs are then added to the invoicing of BEE foods

29

During 2015 Gavin Watson, Lindsay Watson and Roth Watson instructed me to assist them with the restructuring of the Watson family entities in order to gain financially from the Bosasa Companies. They've identified the Software license agreements, also known as the Trustmaster Fleet and Trustmaster Youth Centers to be sold to a newly formed entity called Lamozeest (Pty)Ltd. Agreements were prepared and the Intellectual Property (IP) was sold via a Phezulu Fencing to Lamozeest (Pty).

Lamozeest invoices Bosasa Youth Development Centers from August 2015 on average between R 348,000 and R 371,000 per month and Lamozeest started off by invoicing Kgwerano Financial Services from August 2015 an amount of R 437,000 per month. This amount came down as the number of vehicles on the contract came down.

I don't think the directors or shareholders of the Bosasa Group are aware of the Profits which are effectively extracted from the Bosasa entities and only the Watson family is gaining from this.

30

The Watson family also wanted me to assist them to move a company called Phezulu Fencing (Pty)Ltd away from the shareholders who were, Bopa and Phafoga into the Watson family structure.

We managed to achieve that and by doing that they got their hands on a R 63 million loan account which Bosasa Operations owes to

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G Watson Tax Fraud

Phezulu Fencing. The loan carries interest which means that the loan account just increases on an annual basis.

As far as I know, the directors nor shareholders of the Bosasa Group are aware of the financial gain which the Watson family is getting from this transaction.

Secondly, Phezulu Fencing was involved in a transaction with a company called Dealstream. Three payments of approximately R10 million, R 10 million and R 17 million have been paid from Dealstream to Phezulu Fencing (Pty)Ltd. Gavin Watson did not want to pay tax on these receipts because the company found themselves under cash flow pressure at the time. He insisted that we hide the receipts under contingent liability in the balance sheet instead of income, avoiding paying tax of R 10.3 million.

31

During January and February 2016, Gavin Watson and his daughter Lindsay Watson approached me to review the top shareholding structure of the Bosasa Group. I had to involve top professionals to assist us with this task. I approached Antonie van Wyk, Consultant to TRM Daniel Erasmus Tax Court Practitioners. Antonie drew up the Shareholders Agreement - annexure ... Clause 16 of the Shareholders agreement refers to a "Call option" - an extract of clause 16

'EXTRACT FROM FILE'

1. **CALL OPTION**

- 1.1 *Mpako shall have a call option to purchase the BEE Equity of Mela or Nzunzo (or both of them) in the circumstances set out in this clause 1 ("the Call Option").*
- 1.2 *Mpako shall have a call option to acquire the BEE Equity of either Mela or Nzunzo should one or more of the following events occur (or the BEE Equity of both should the event occur in respect of both):*
- 1.2.1 *in the event that a Fault-based BEE Event, which results in a Rating Failure that is not rectified within 20 business days of the happening of such event, occurs;*
- 1.2.2 *any direct or indirect change in the extent of a Specified Interest held by any Entity or natural person in Mela or Nzunzo including, for the avoidance of any*

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*doubt, any direct or indirect change in the extent of a Specified Interest in Mela or Nzunzo as the result of the dissolution of a marriage of Oliveria or Mkele;*

1.2.3 *any change in Control of Mela or Nzunzo;*

1.2.4 *any breach of any warranty given by Mela, Nzunzo, Oliveria or the Mkele Trust under clause **Error! Reference source not found.** above; or*

1.2.5 *in the event of Oliveria or Mkele, as the case may be, being dismissed from the employ of the Company for any reason other than for the operational requirements of the Company (retrenchment) or disability (incapacity due to ill health);*

*which event shall be referred to as an "Option Event.*

1.3 *At any time following the happening of an Option Event, Mpako may exercise the Call Option by giving written notice to that effect to Mela and/or Nzunzo, as the circumstances may require.*

1.4 *If Mpako duly exercises the Call Option then the sale and purchase which results shall be subject to the following terms:*

1.4.1 *the effective date of the sale shall be the date on which the Call Option Price is determined ("the Call Option Date");*

1.4.2 *if Mpako exercises the Call Option the option price of the Shares ("Call Option Price") shall be determined in accordance with the provisions of clause **Error! Reference source not found.**, provided that when any Option Event also qualifies as a Trigger Event the option price shall be 25% of the Call Option Price ("the Default Price");*

1.4.3 *the purchase price for the Loan Account of Mela and/or Nzunzo, as the case may be, shall be the face value thereof as at the Call Option Date;*

1.4.4 *the Call Option Price or the Default Price, as the case may be, shall be payable by Mpako to Mela and/or Nzunzo, as the circumstances may require, in cash in the currency of the Republic of South Africa, within 30 (thirty) days of the Call Option Date and only against fulfilment of all the requirements of Transfer of the Equity Interest of Mela and/or Nzunzo to Mpako as contemplated in clause **Error! Reference source not found.***

1.5 *In the event of Mpako exercising the Call Option, and insofar as there are any debts owed by Mela or Nzunzo, as the case may be (each of them being referred to as "the Offending Shareholder") to the Company, all such debts shall become immediately due and payable to the Company by the Offending Shareholder. A certificate issued by the Auditors stating the reason and amount so due, shall be prima facie proof of the contents thereof and the Auditor's appointment need not be*

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*proved. Mela and/or Nzunzo shall be obliged to utilise the proceeds from the sale of their Equity Interest to Mpako to settle such debts.*

32

It is important to me to reveal the truth and allow a new start, as I have not unduly benefitted from the corruption and dishonesty created by Gavin Watson.

33

An important note is that on a previous occasion the servers at Bosasa "crashed" resulting in a massive data loss, pursuant to years dealing with Mr. Gavin Watson I learnt that he had arranged that they previously ensured the "crash" so that the SIU could not gather information, Mr. Andries Van Tonder and Mr. Angelo Agrizzi were aware of this. Concerning is during October I had a meeting with Mr. Gavin Watson in the office adjoining Mr. Andries Van Tonder's Mr. Watson then called Ms. Elise Eland to schedule another computer crash, this was discussed in my presence, that he then mentioned that a further circular had to go out notifying the employees that they were supposedly experiencing server issues, so that they would be aware there was "issues" this would ensure that the staff would be under the impression that the failure or crash could not be avoided, that way no one would be suspicious and they could get rid of potentially hazardous data files that could incriminate the Company and its Directors.

34

On the 13<sup>th</sup> of November 2017, after Carlos Bonifacio had been confronted by Gavin Watson. Gavin Watson contacted me and insisted to see me. I agreed to this and he came to see me at my office on this Friday afternoon (he wanted to meet at his office, but I said no). Carlos told Gavin Watson about my affidavit as well as the affidavits of Andries van Tonder, Frans Vorster and Leon van Tonder. Carlos also informed Gavin about the meeting we had at Angelo Agrizzi's home, the previous evening.

Gavin wanted to know whether I have signed my affidavit. He was very relieved when I told him that I haven't signed the document.

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G Watson Tax Fraud

He asked me whether I am prepared to put my hand on the bible, that I haven't signed the affidavit. I told him that I haven't signed the document and that I am prepared to put my hand on the bible.

We had a two-hour meeting. During this meeting I have explained to him that the evidence against him will destroy him. He asked me to believe in him and he assured me that he will get through all of this. He kept on saying that Angelo Agrizzi and Andries van Tonder signed off all the documents in the company and they are also implicated.

Over the past few weeks he kept on saying that he is not going to deny the fact that there were cash transactions in the business. As a matter of fact, he is going to acknowledge this, and testify that Angelo Agrizzi and Andries van Tonder were the creators of the systems and procedures involving these transactions. He knew about this and if the three of them must go to jail, then so be it.

He went down to Port Elizabeth to meet with a friend and his personal legal advisor. The person's name is Graham Richards. He wrote a statement while he was with Graham Richards and he disclosed all of the above in his personal statement. About two weeks ago he called his daughter Lindsay Watson and he told her to come and show me his personal statement, which she did.

35

I kept on telling Gavin Watson that any unlawful transactions will bring the company down. He showed me the name of the Senior SARS official who manages the investigation department. According to Watson he met with this gentleman, who will handle the matter should somebody report him or his companies to SARS. Gavin Watson showed me the name of the SARS official on his phone. The gentleman's name is "Gorbi".

36

In support of any court application I would request that the honorable court subpoena the following persons to testify on the statements made and the truth of the allegations stemming from my statement.

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G Watson Tax Fraud

These are as follows;

Carlos Bonifacio	Carien Daubert	Hennie & Christo Viljoen
Christina Herbst	Rika Hundermark	Natasha Olivier
Jacques Van Zyl	Colleen Passano	Muniriah Oliveria
Tony Perry	Louis Passano	Andries van Tonder
Lindie Gouws	Magda Van Rensburg	Elise Eland
Andries Erasmus	Richmond Mti	Patrick Gillingham
Frans Vorster	Gavin Watson	Linda Mti
Angelo Agrizzi	Joe Gumede	Patrick Gillingham

Signed by Petrus Stephanus Venter

19<sup>th</sup> Day of December 2017 at George, Western Cape, South Africa

- SIGNED and SWORN/AFFIRMED to before me at ACEP day 18 of December 2017, the Deponent having acknowledged that she knows and understands the contents of this Affidavit, which is deposed to in accordance with the regulations governing the administration of an oath as more fully set out in Government Notice R 1258 of the 21st July 1972, as amended by Government Notice 1648 dated the 19th of August 1977 and Government Notice 903 dated the 10th July 1998.

045257...

MONO

**COMMISSIONER OF OATHS**

2017 -12- 18

DA GARDROOP  
CSC

NEW ZEALAND POLICE SERVICE

**FULL NAMES:** Annex Mar

**STATUS:** wo

**STREET ADDRESS:** Moselweel, Maseru Bay

INITIAL JH  
AM

Final Petrus Stephanus Venter

HIGHLY CONFIDENTIAL

G Watson Tax Fraud

W/O  
0452575-2

MONO

**COMMISSIONER**

**OF OATHS**

FULL NAMES: *Andrus Maw*

STATUS: *W/O*

STREET ADDRESS: *Mosselkops, Mosselkops*



INITIAL *AV*

*[Signature]*

**CONFIRMATORY AFFIDAVIT**

I, the undersigned

**PETRUS STEPHANUS VENTER**

declare herewith under oath as follows:

1.

I am an adult male with Identity number 710124 5040 083, currently residing at 19 Lindhout Street, Noordheuwel, Krugersdorp, and currently self employed as a Tax Consultant.

2.

The facts contained in this affidavit fall within my personal knowledge, unless otherwise indicated or unless the contrary appears from the context and are to the best of my belief true and correct.

3.

I confirm that I had a very good relationship with Andries van Tonder, the former Chief Financial Officer (CFO) of the Bosasa, now African Global Group of Companies since 2004. We became very good friends and Andries invited me on all expenses paid various hunting trips, whereof my former employer, D'Arcy-Herrman & Co Incorporated, was aware. One of the audit partners of the firm, Nellis Wolmarans, also accompanied us on hunting trips on more than one occasion.

4.

At the beginning of 2016, Andries van Tonder approached me to take over Consilium Business-Consultants (Pty)Ltd, a company which belonged to Dr. Jurgen Smith, as Dr. Smith was diagnosed with cancer and wanted to leave the company as soon as he could. Consilium is a labour broker company that employs people for the previously known Bosasa, now African Global Group of companies.

5.

I discussed the opportunity to take over the company from Dr. Smith with my sister, Margaret Longworth, as she was only working during the mornings, and she accepted the opportunity and became the sole director and shareholder of the company.

6.

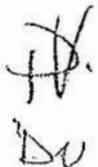
All the employees on Consilium's payroll are either employed or render a service on behalf of the company.

7.

Andries van Tonder and Angelo Agrizzi requested me to register a new company because they didn't want the invoices from Tax Risk Management Services, an entity which belongs to Dr. Daniel Erasmus, a tax attorney, to go through Bosasa. The explanation given to me for this was that Dr. Erasmus is well known person at SARS and they didn't want to associate the Bosasa Group with him and therefore want to keep it one step further away from the Group.

8.

8.1 I confirm that I would receive the invoice from Tax Risk Management Services and then take it to Mr. Van Tonder, who would then dictate the wording of the invoice which I should issue from Miotto.

Handwritten signature and initials, possibly 'JV' and 'DU', located at the bottom right of the page.

- 8.2 I always had to increase the value in order to include a commission on the Tax Risk Management Services invoice. This instruction would come directly from Angelo Agrizzi and Andries van Tonder.
- 8.3 The Miotto invoice was then signed off by both Messrs. Van Tonder and Agrizzi and the amount was paid over to Miotto. After the amount came in, I would pay the Tax Risk Management Services invoice the original amount, and then I would get an instruction from both the gentlemen (Andries & Angelo) as where to pay their commissions too. I personally made approximately R500 000.00 from these fraudulently inflated invoices during the time period.

9.

All the commission on the Tax Risk Management Services invoices were equally split between the three of us, being one third each. I did not question this because Angelo Agrizzi, the former Chief Operating Officer of the Bosasa Group, made all the decisions and Mr. Gavin Watson, the Chief Executive Officer of the Group, allowed him to do this as he trusted him explicitly and was not involved in the actual day to day management of the business. One *would never* question an instruction from Angelo Agrizzi.

10.

The Tax Risk Management Services payments to Miotto stopped when Mr. Agrizzi left the Group, and Tax Risk Management Services was asked to invoice the Bosasa Group directly. Furthermore, Andries van Tonder and Angelo Agrizzi had full control over the company, and nobody questioned them.

11.

- 11.1 I confirm that the following payments were made from Miotto:

DV: 

- 11.1.1 A payment of R 450,000.00 towards the purchase of the Porsche Cayenne of Andries van Tonder;
- 11.1.2 R 25,000 towards the service of Angelo's Porsche;
- 11.1.3 Payments to Blake's Travel on behalf of Angelo;
- 11.1.4 Various payments to Debbie Agrizzi ( Angelo's wife).

## 12.

All the payments in the Group were signed off by both Messrs. Van Tonder, the Chief Financial Officer and Mr. Agrizzi, the Chief Operating Officer. Mr. Watson, the Chief Executive Officer, never signed off on anything as he was not aware of this arrangement.

## 13.

During November 2017, I was contacted by Angelo Agrizzi who requested me to visit him at his house in Fourways. Upon arrival I met with Angelo and Andries who informed me that Angelo was in the process of drafting a statement on my behalf pertaining to several business transactions relating to the African Global Group he wanted me to sign. I had to type my personal history as an introduction, the same as Andries has done.

## 14.

I spent several hours at Angelo's house that specific day whilst he was working on the statement. We had lunch and we waited for Frans Vorster to bring Carlos Bonifacio, an employee of African Global, to Angelo's house. When Carlos arrived, Angelo ordered everybody to leave their cell phones in the dining room. When Angelo told us this I knew

D.V.

that he was going to do something and he did not want us to record or have any evidence against him.

Angelo requested Carlos to draft a similar statement. I recall that during this discussion there was mention made of a cash payment from Angelo to Carlos for the information that Carlos was to provide in his statement.

Due to other obligations I couldn't stay longer and had to depart from Angelo's house whilst the statement was not completed. Angelo told me that he would send the statement to me once he completed it and he added everything that he wanted too. I was not happy at the time to type the introduction for the statement or to be part of the process to draft a statement, but Angelo is very intimidating and with Andries also being there they both mentioned to me that I could be arrested if I did not do what they said. I decided when I left that the statement was not completed and I did not sign it, and therefore it was not an official document.

15.

During November and December 2017, I received several phone calls from Andries van Tonder and Angelo Agrizzi, Angelo would call me every day and leave intimidating messages why I'm ignoring his calls. I kept on avoiding Angelo in an attempt not to sign the statement, I also told Angelo that I'm not going to sign the statement as it is not a true reflection and I was not aware of all the incidents that Angelo mentioned in it.

Angelo made various threats pertaining to my career and personal wellbeing in an attempt to intimidate and blackmail me and to get me to sign the statement that he drafted on my behalf. He told me that I shared in the "*commission*", fraudulent inflation of the Tax Risk Management Services transactions and if this comes out my career will be destroyed. Angelo said that he and Andries would deny any knowledge of these transactions and he would inform the other audit partners and also ensure that it gets out to the media.

I decided to meet with the two gentlemen (Angelo & Andries) at the Home of the Chicken Pie near Lanseria Airport on the morning in December 2017 before I flew down to my family in Mosselbay.

Angelo told me when the discussion started that he would also expose me for the large amounts of money that Andries van Tonder gave me over a long period of time while I was doing building renovations at my house. It amounted to hundreds of thousands. During this discussion Angelo gave me a drafted document with a flowchart indicating his step by step action plan to sabotage the BEE Business Bosasa and extort money from Gavin Watson, Angelo explained to me that I had to sign the statement as this was a crucial part of his plan as indicated on the flow chart. At the end of the discussion Angelo became very dominating and told me that I had to sign the statement, he mentioned again about the manipulation of the invoices and the cash that I received from Andries for my house that also came out of Bosasa. Angelo also mentioned that he would use the MD Longworth monthly invoice that he, Angelo and Andries signed off to open a criminal theft case against me. Because I was scared of Angelo and the threats that he has made to expose me regarding the manipulation of the invoices I told him that I would sign the statement just to get away from him.

16.

Angelo called me several times whilst I was on holiday with my family and mailed me the statement which he drafted on my behalf. He told me that I should print the document, take it to the Police Station, sign it there and then scan and mail it back to him. Due to the fact that I was on holiday with my family and I did not want Angelo to ruin my time with my family, I signed the document and sent same back to him. I never gave the original signed Statement to Angelo, as I thought that it would be my proof one day to show that I just sent him the signed copy to get him off my back.

17.

Although this statement makes mention that I signed it out of my own free will, I reiterate that this was not the case, and that I signed the Statement under duress and due to the constant intimidation and blackmail from Angelo Agrizzi. After I sent a copy of the Statement to Angelo, he backed off and all intimidation stopped for a while.

  
DU

18.

Miotto Trading and Advisory Holdings (Pty) Ltd entered into a consulting agreement with Moroko Consultants, Training & Development (Pty) Ltd. Moroko Consultants was to provide a turnaround business strategy and the necessary training and development to the African Global Group.

19.

Gavin Watson granted Lindie Gouws a loan to buy a house, which loan was paid from his own investment account. The transaction was later cancelled, and all funds were returned to Gavin Watson. I assisted Gavin with the payments which went into and out of the bank account of Miotto.

20.

The Exchange Space is a company who does all the marketing, branding and development for the African Global Group. The master brain behind this is a lady with the name Lindie Gouws, whom has an MBA degree and is a very skilled and knowledgeable person in this field. I recall that management mentioned at one point in time that the Exchange Space took over all the work which was internally done at the African Global Group at a cost of R 1 million per month, since outsourced to The Exchange Space, the only costs to them now is R 120,000.00 per month.

21.

I assisted Lindie to register the company, but due to the fact that Angelo Agrizzi posted negative posts on Facebook due to jealousy and a personal vendetta against Lindie, she requested me to register the company in somebody else's name until she could change it later on. I also recall that Lindie mentioned that she obtained legal advice against the negative posts on Facebook.

Handwritten signature and initials, possibly 'JD' and 'DV', in the bottom right corner.

22.

I was doing Mr Gillingham's TAX on instruction of Angelo Agrizzi, I met with Mr Gillingham on the 27<sup>th</sup> of October 2017 at my offices at 269 Voortrekker Road. Mr. Gillingham came to see me as he had various queries about his pension lumpsums.

I confirm that I did not hand Mr. Gillingham any parcel, as was mentioned by Mr. Agrizzi in the statement which he drafted on my behalf.

23.

Louis Passano came to me and informed me to reduce his current monthly income, which I did. Angelo Agrizzi and more specifically, Andries van Tonder, was aware of this and agreed that I did as Louis requested. Andries was very jealous of Louis Passano because Louis got married to Colleen. Andries saw Louis as a threat to his position in the business and Angelo constantly reminded Andries of it. I am of the opinion that Angelo used this as a tactic to influence Andries to walk away from the company, which happened in November 2017. I mention this because Mr. Agrizzi also told me that Mr. Passano wants me away from the business. This was just Angelo's nature to intimidate people.

24.

Andries van Tonder, the Chief Financial Officer of the Bosasa Group, was the person managing the Sea Ark prawn project. Andries travelled the world to learn all the processes and systems. There was a SARS audit and Andries requested me to contact and make use of the services of Dr. Daniel Erasmus, being a tax expert.

25.

Based on all the information and explanations which we received from Andries, we successfully motivated to SARS that the losses were allowable, which SARS accepted,

and I confirm that the paragraph typed in the "*False duress statement*" must have been included by Andries, as this is totally different from the information which was made available to me and Dr. Erasmus.

26.

As far as I am aware, all private expenses of Gavin Watson is allocated to his loan account and cleared before year end. If this was not done, then it must have been an oversight by the African Global accountants and Andries as he was the CFO at the time.

27.

The software license agreements were sold and the attorneys have dealt with the necessary agreements. The same firm's tax advisers were also involved and Andries van Tonder, the Chief Financial Officer of the Group, dealt with all the financial affairs of Phezulu Fencing and furthermore, D'Arcy-Herrman is not the auditors of the company.

28.

Specialist consultants were involved with the shareholders agreements, and I am not aware of any information or data problems at the African Global Group, but what I am aware of is the fact that both Angelo Agrizzi and Andries van Tonder wanted to sabotage the business and to take it over at all costs, As they both worked very hard and did not see why they must enrich the BEE Board. This was confirmed recently when Andries Van Tonder came with various proposals to take over the business.

29.

29.1 Andries van Tonder requested me to assist him and Angelo Agrizzi to register a few companies for themselves. I referred them to someone who assisted them to register the following entities:

*Handwritten initials and signature*

- Spilacraft CC
- Aruwize CC
- Lombicor CC

Andries van Tonder later approached me again to liquidate the entities, and again I referred them to someone who assisted them.

30.

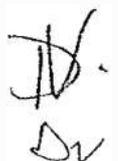
I confirm that I deposed to an Affidavit on the 10<sup>th</sup> of April 2018 subsequent to the events detailed in the Affidavit enclosed herewith as Annexure "PSV1", of which the contents are self-explanatory.

31.

As detailed in the abovementioned Affidavit, I confirm that I was intimidated, threatened, harassed and blackmailed into signing an Affidavit drafted by Mr. Angelo Agrizzi, containing details of various transactions in order to discredit the Company and the CEO of the African Global Group, Mr. Gavin Watson. Angelo told me on more than one occasion that he wants the Company for himself, he wants to be the CEO and Andries as they offered their lives to build it up. Angelo said that he would destroy the Company financially and be a very rich man if he cannot get the business.

32.

It is clear from the Affidavit drafted by Mr. Agrizzi, that the intention was to sabotage the African Global Group with the untrue and defamatory statements made in respect of Mr. Watson, and I hereby confirm that the majority of the averments and transactions where Mr. Agrizzi attempted to discredit Mr. Watson, is in essence transactions that Mr. Agrizzi and Mr. Van Tonder authorized personally and it was authorised by their signature.



33.

I confirm that I made a further Affidavit on the 18<sup>th</sup> of May 2018, which I enclose herewith as Annexure "PSV2", that contains a detailed diagram created by Mr. Agrizzi of the process Mr. Agrizzi and Mr. Van Tonder intended to sabotage the African Global Group and the downfall of Mr. Gavin Watson or any party who stands in the way of these plans.

34.

I lastly emphasise that the Affidavit drafted by Mr. Agrizzi was signed under duress, and I would have never signed a document of such untrue nature, but the intimidation and threats by Angelo Agrizzi intimidated me into signing that controversial affidavit.

SIGNED AT Krugersdorp <sup>SAPS</sup> ON THIS 11 DAY OF November 2018.

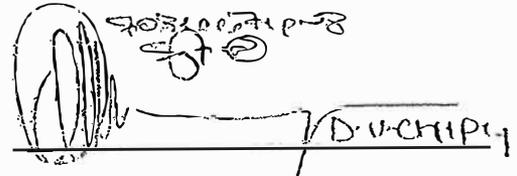
PETRUST STEPHANUS VENTER

I CERTIFY THAT THIS AFFIDAVIT WAS SIGNED AND SWORN TO BEFORE ME IN MY CAPACITY AS COMMISSIONER OF OATHS AT Krugersdorp SAPS ON THIS THE 11<sup>th</sup> DAY OF November 2018 BY THE DEPONENT WHO:

(a) confirmed that he:

- (i) knows and understands the contents of this affidavit;
- (ii) has no reservations about taking this oath;
- (iii) considers the oath as binding on his conscience.

(b) Uttered the words "So help me God."


  
 D. V. CHIPI

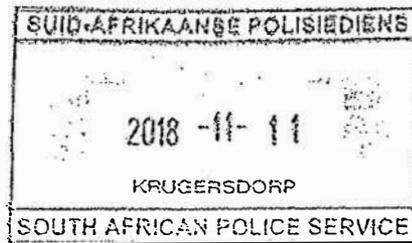
COMMISSIONER OF OATHS

FULL NAMES: Dipuo Chipi

BUSINESS ADDRESS: 118 Corn Street

DESIGNATION: Police Officer

AREA/OFFICE: West Rand

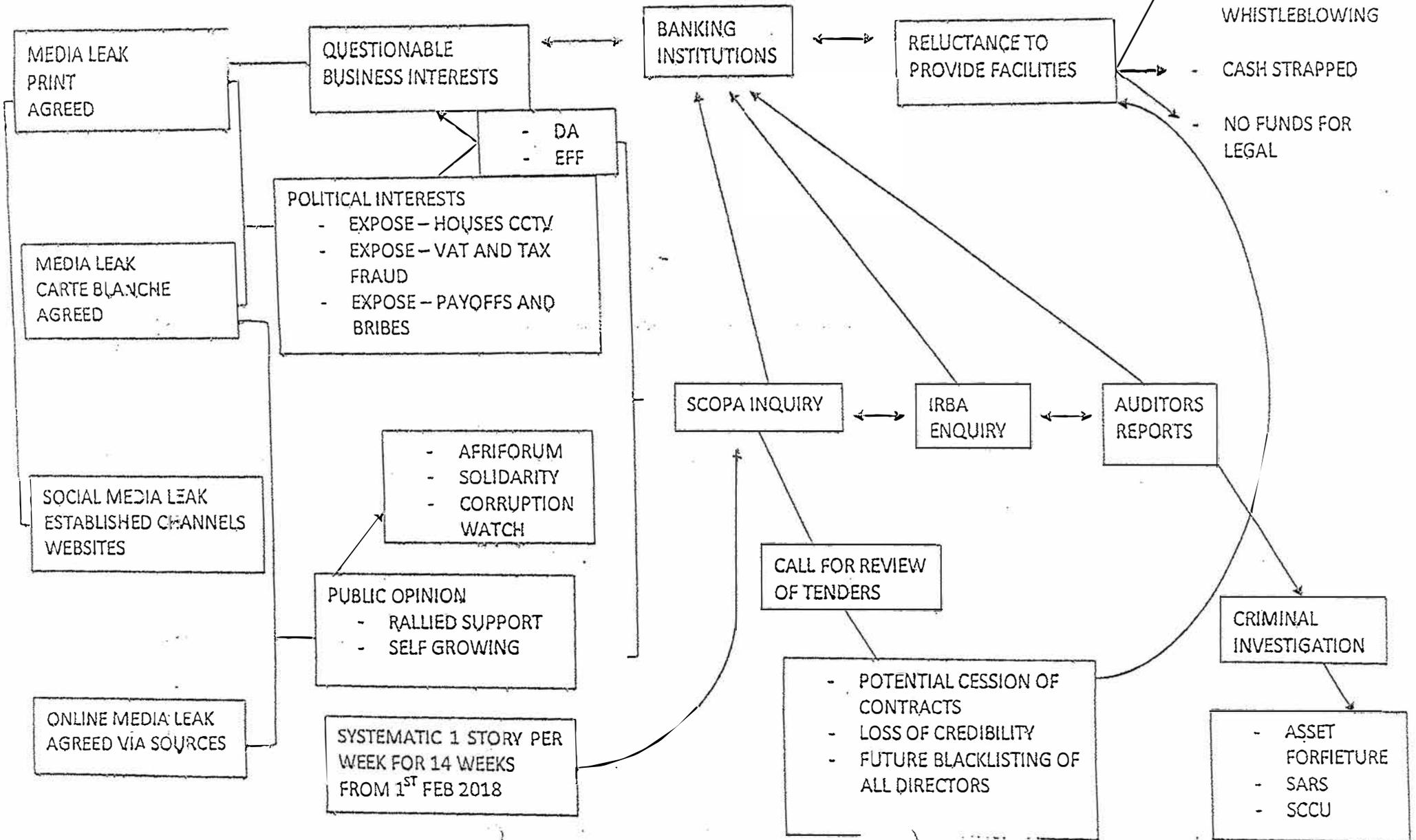


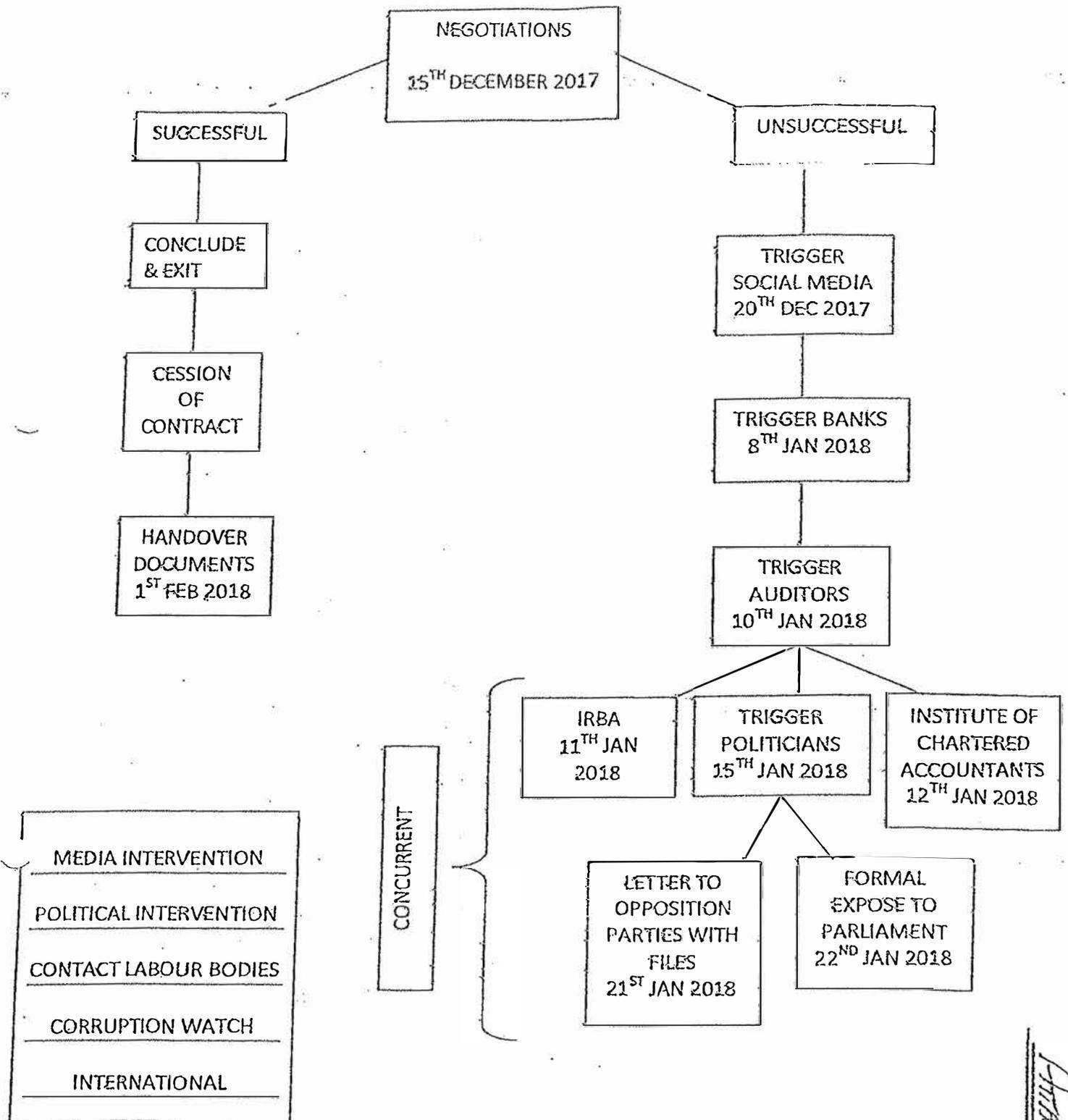


Attachment: AA:1

TRIGGER 1<sup>ST</sup> FEB 2018  
MEDIA INTERVENTION

NON-GOVERNMENTAL EXPOSE



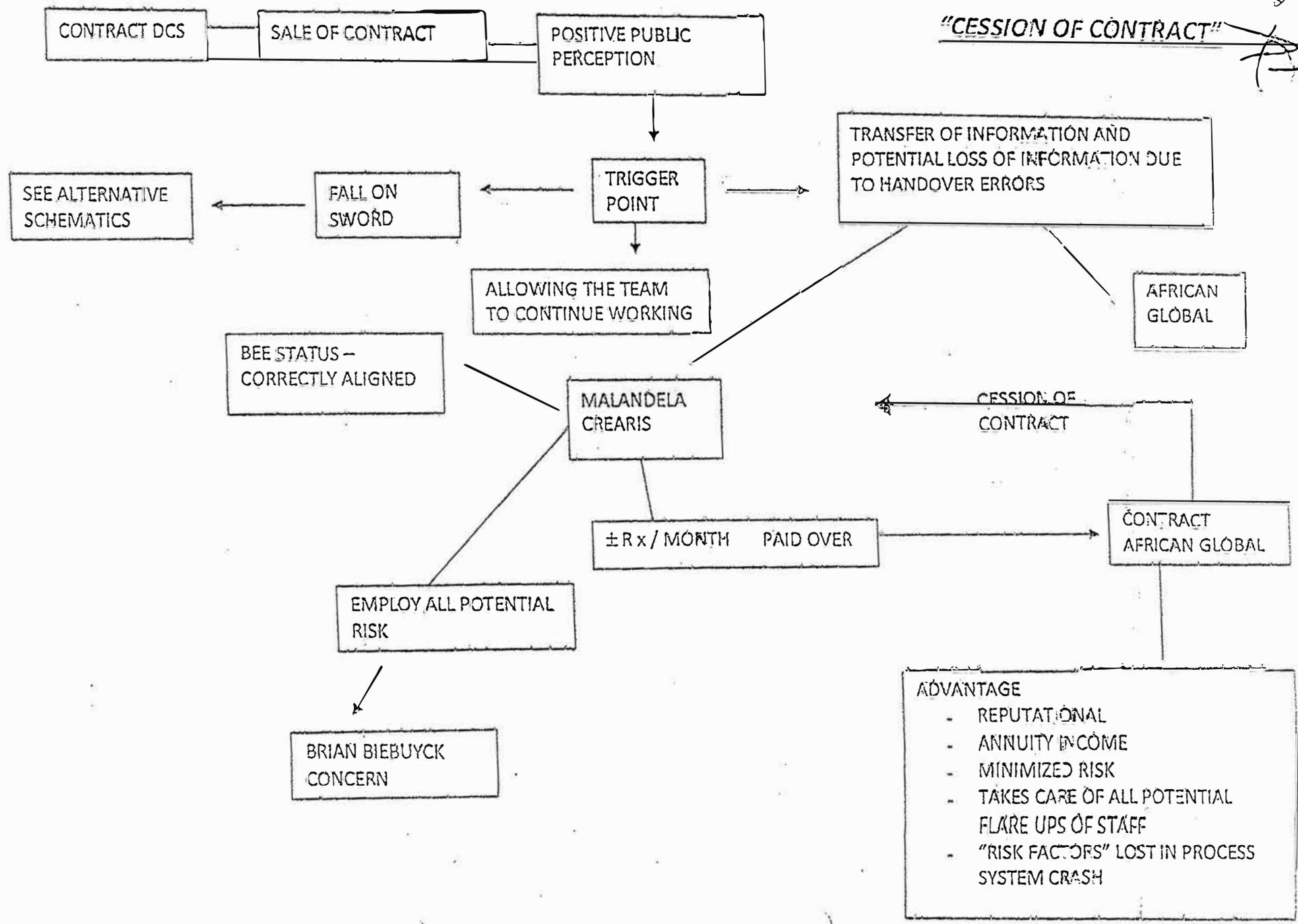


Attachment: PA:2

*[Handwritten signature]*

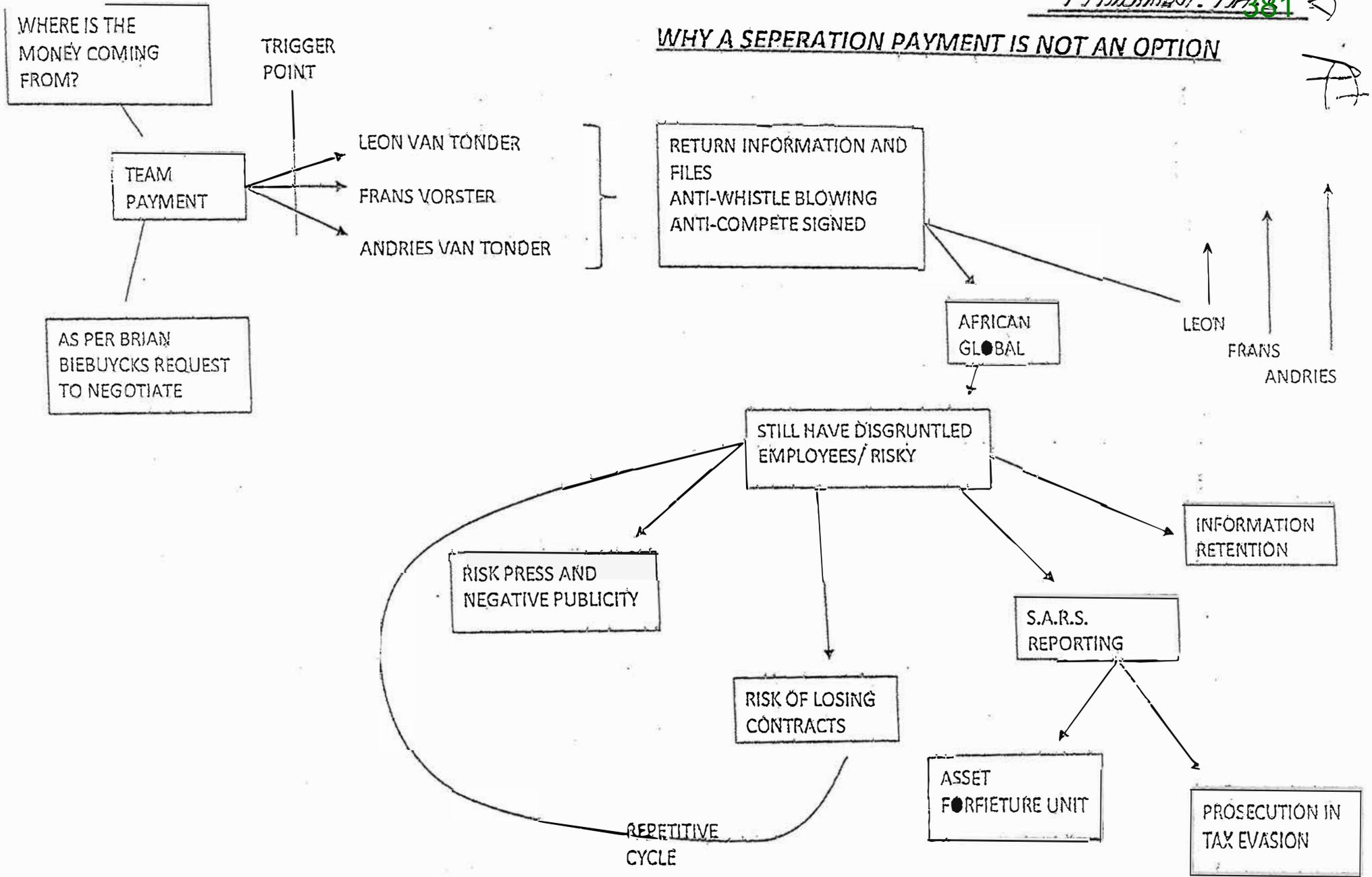
ATTACHMENT: FA: 3

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Attachment: A381

WHY A SEPERATION PAYMENT IS NOT AN OPTION



RAMIFICATIONS FOR BOSASA/ AFRICAN GLOBAL

- I. PUBLIC SCRUTINY AND OPINION
  - FUTURE BUSINESS
  - REPUTATIONAL HARM – MASSIVE MEDIA INTEREST
- II. EXPOSE:
  - PARLIAMENTARIANS
  - "BLACK" LISTING FOR TENDERS
  - SARS INVESTIGATION
  - LOSS OF EXISTING BUSINESS
  - LOSS OF "BANKING" FACILITIES
- III. CRIMINAL:
  - TAX EVASION
  - COLLUSION AND BRIBERY
  - MONEY LAUNDERING
  - RACKETEERING
- IV. DIRECTORATE:
  - SEQUESTRATION
  - BLACKLISTING
  - CRIMINAL RECORDS
  - NO FUTURE OF EMPLOYMENT
- V. RELATED:
  - NEGATIVITY TO FAMILY, INTEREST SUCH AS
    - o ROYALSTON
    - o SUNWORX
    - o WINDFARM

Amended: 11/16

H. D.

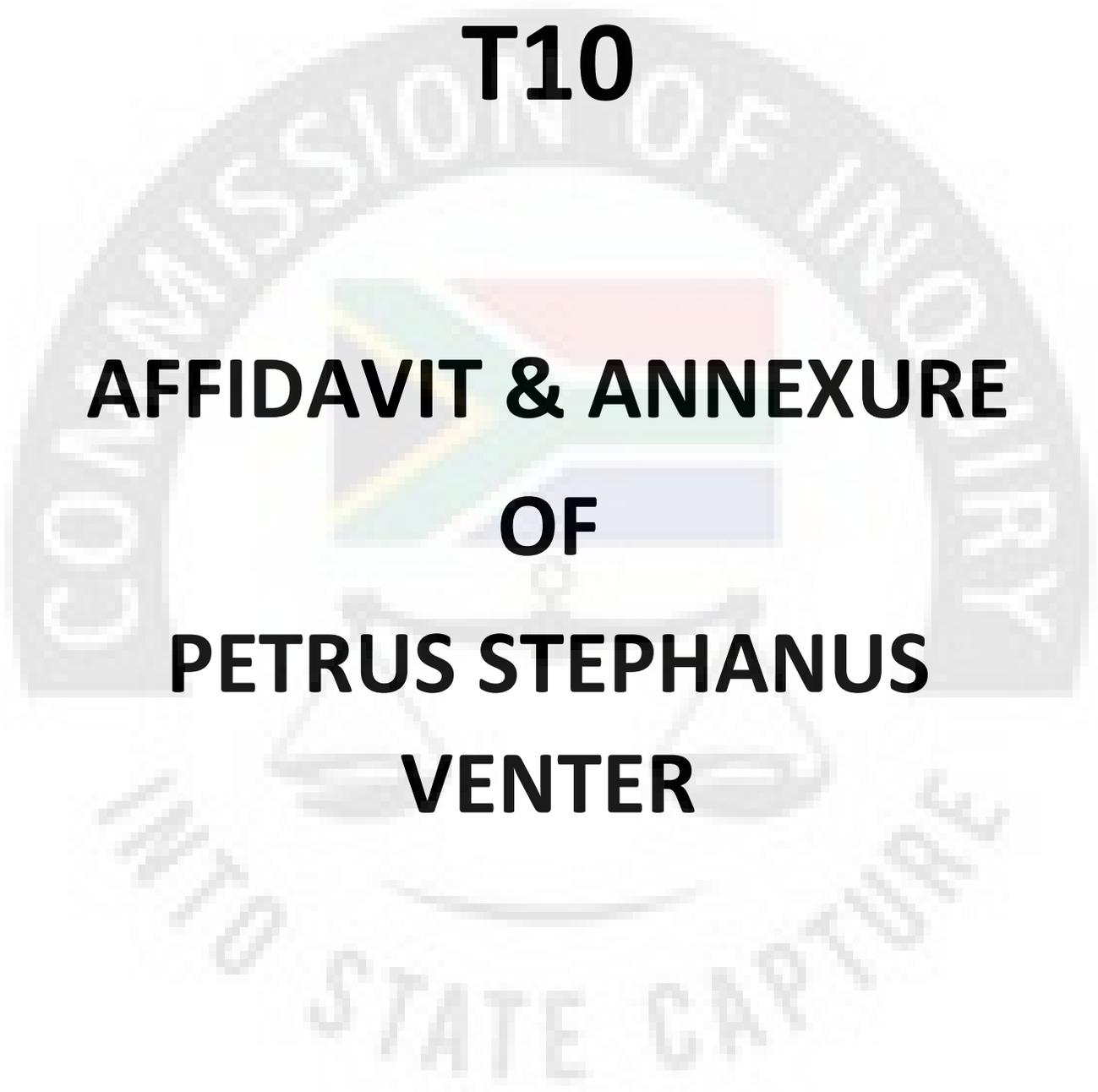
**T10**

**AFFIDAVIT & ANNEXURE**

**OF**

**PETRUS STEPHANUS**

**VENTER**





**JUDICIAL COMMISSION OF INQUIRY INTO ALLEGATIONS OF STATE CAPTURE,  
CORRUPTION AND FRAUD IN THE PUBLIC SECTOR INCLUDING ORGANS OF STATE**

2<sup>nd</sup> floor, Hillside House  
17 Empire Road,  
Parktown  
Johannesburg  
2193  
Tel: (010) 214-0651  
Email:

[inquiries@sastatecapture.org.za](mailto:inquiries@sastatecapture.org.za)

Website: [www.sastatecapture.org.za](http://www.sastatecapture.org.za)

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**AFFIDAVIT PETRUS STEPHANUS VENTER**

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**AFFIDAVIT PETRUS STEPHANUS VENTER**

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I, the undersigned

**Petrus Stephanus Venter**

Do hereby make oath and state:

1.

I am an adult male residing in the Krugersdorp area, Gauteng.

2.

I understand that in my statement I may incriminate myself in respect of potentially serious offences. In addition, I failed to report these acts as apparently required in terms of section 34 of the Prevention and Combating of Corrupt Activities Act, 12 of 2004. I give this evidence freely and voluntarily. I have not been offered an incentive or reward.

3.

I submit this affidavit with no allegiance to either Bosasa Operations (Pty) Ltd (Bosasa) and its subsidiaries, Mr Gavin Watson (Mr Watson) or Mr Angelo Agrizzi (Mr Agrizzi). Bosasa is now known as African Global Operations (Pty) Ltd.

4.

I have previously signed an affidavit in respect of the aspects that will be covered within this current affidavit. I did not prepare the affidavit (hereinafter referred to as the 'first affidavit') freely and voluntarily and I signed the affidavit under duress as will be detailed below. I also submit that although various portions of my first affidavit were edited or added to by Mr Agrizzi, the majority of the occurrences and detail described is factually

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**AFFIDAVIT PETRUS STEPHANUS VENTER**

correct. I will comment on the aspects in my first affidavit which are factually incorrect later in this affidavit. I can confirm that:

- 4.1 The paragraphs wherein certain information was added by Mr Agrizzi into my first affidavit, is in respect of paragraphs 9, 17, 21-25, 26, 27, 28, 31, 32 and 33;
- 4.2 The contents of the information contained within paragraphs 1 - 4, 8, 10, 13, 16, 18, 19, 20 and 35, of my first affidavit, is correct;
- 4.3 The contents of the information contained within paragraphs 5, 7, 11, 12, 14, 15, 29, 30 and 34 of my first affidavit is correct; however, I have included information and detail in this affidavit, in order to clarify certain aspects.

5.

This previous affidavit was dated and signed by me on the 18<sup>th</sup> December 2017, at Mossel Bay. This affidavit was submitted to the Commission into allegations of State Capture ("the Commission"), attached to the affidavit of Mr Angelo Agrizzi as **Exhibit "S8"** per pages **AA-921 to AA-1241**, without my consent.

6.

I wish to submit this affidavit in order to clarify certain points from my first affidavit and elaborate on the circumstances as to how the first affidavit was drafted and signed, as well as my involvement with the Bosasa Group, including the following matters:

- 6.1 My completion of tax returns on behalf of former officials of the Department of Correctional Services, Mr Linda Mti (Mr Mti) and Mr Patrick Gillingham (Mr Gillingham);
- 6.2 The payment of cash to Mr Gillingham; and
- 6.3 The use of entities for the payment of monies to other specified entities and/ or individuals on the instruction of Mr Watson, Mr Agrizzi and Mr van Tonder.

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H.

**AFFIDAVIT PETRUS STEPHANUS VENTER**

7.

My qualifications are as follows:

- 7.1 I obtained a Higher Diploma in Cost and Management Accounting in approximately 1993;
- 7.2 In or around 2006 I obtained a Higher Diploma in Tax; and
- 7.3 In or around 2008 I obtained a Post Graduate Diploma in Financial Planning.

8.

I confirm my history of employment as set out in the first affidavit, which is detailed as follows:

- 8.1 I was employed as an auditor with the South African Revenue Services (SARS) from December 1991 to August 2004;
- 8.2 A colleague of mine, a Chartered Accountant by profession, conducted an audit on Bosasa on behalf of SARS. During my last year with SARS, I also became involved in the audit on Bosasa, where I met Mr van Tonder and Mr Tony Perry from Bosasa;
- 8.3 Before the conclusion of the audit, I terminated my services with SARS. I resigned from SARS on 31 August 2004 and joined an auditing firm Bester Viljoen on 01 September 2004;
- 8.4 A couple of months later, after joining the Bester Viljoen practice, one of the partners and I, approached Tony Perry and Mr van Tonder of Bosasa to take over the audit and tax services of Bosasa;
- 8.5 Shortly thereafter Bester Viljoen was appointed as the external auditors and tax consultants by Bosasa. We then performed the annual statutory audit, company secretarial services and tax related services for Bosasa from around early 2005 onwards;

**AFFIDAVIT PETRUS STEPHANUS VENTER**

8.6 The name of the firm I was employed by, changed from Bester Viljoen Inc. to Maseng Viljoen Inc. in or around 2009, and then to D'Arcy-Herrman Inc. in or around 2013.

9.

D'Arcy-Herrman Inc. were the external auditors for Bosasa and performed auditing, tax and company secretarial type services for Bosasa. I was involved on the tax side of the business and other staff from within the audit division of D'Arcy-Herrman Inc. performed the auditing services. To my knowledge Bosasa did not employ any internal auditors.

10.

Since 2004, I had a very good relationship with Mr van Tonder, the former Chief Financial Officer (CFO) of Bosasa. Mr van Tonder and I became very good friends and he invited me on various hunting trips. My former employer, D'Arcy-Herrman, was aware of these trips. Mr Nellis Wolmarans (Mr Wolmarans), one of the audit partners of the firm, also accompanied myself, Mr van Tonder and others on hunting trips on more than one occasion.

11.

Around 2014, there were various audit queries raised by SARS in respect of a company, SeaArk (Pty) Ltd, a subsidiary of Bosasa. I refer to this in paragraphs 21 to 25 of the first affidavit. In this regard, I can confirm that Mr Watson wanted to retain the status of the 'assessed loss' of R138 498 378.00, which was calculated by SeaArk and confirmed by D'Arcy-Herrman Inc. through the external audit of SeaArk's annual financial statements (AFS). If this assessed loss was disallowed by SARS, this would have had the implication of immediate and future profits being taxed. Subsequent to the SARS audit, which allowed the assessed loss, the manner of operations changed. SeaArk was then utilised as a supply chain company, whereby purchases were processed through this entity on behalf of Bosasa. SeaArk was also utilised to rent out catering equipment. Through this change, the assessed loss was utilised against the profits from the purchases for Bosasa operations.

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**AFFIDAVIT PETRUS STEPHANUS VENTER**

12.

In addition, with regards to paragraphs 21 to 25 of the first affidavit which relate to SeaArk, I wish to clarify the following:

- 12.1 Mr Agrizzi testified to the Commission that I informed him that transactions relating to SeaArk's assessed loss were fraudulent and that I advised Bosasa to create and manufacture fraudulent invoices in order for Bosasa to be successful in the SARS audit. This is untrue. I worked closely with Dr Daniel Erasmus (Dr. Erasmus), who is a well-known International tax attorney, on this matter. Based on information provided by Mr van Tonder to D'Arcy-Herrman Inc and Dr. Erasmus, we prepared our submissions to SARS. I did not advise Bosasa to create and manufacture fraudulent invoices. I worked with Mr van Tonder on this case and I cannot recall that I have ever spoken to Mr Agrizzi about this case;
- 12.2 I did however advise Bosasa that rental is considered to be a trade in terms of the Income Tax Act, 58 of 1962; and if they could rent the catering equipment from SeaArk, then they will be able to retain the assessed loss;
- 12.3 I note that various portions from these paragraphs were copied from the affidavit of Mr van Tonder (see paragraph 50 in Mr van Tonder's affidavit dated 28 January 2019, which was annexed to the Commission as **Exhibit "T1"** per pages **AJVT-001 to AJVT-111**). I believe they were copied into the first affidavit sent back to me by Mr Agrizzi; although, I do note that in certain instances the wording is not exactly the same with some changes and additions.

13.

The services of Tax Risk Management ("TRM") Services, an entity associated with Dr. Erasmus, were procured by the Bosasa Group, as detailed below:

- 13.1 Mr Van Tonder and Mr Agrizzi requested me to register a new company because they did not want the invoices from TRM to go through Bosasa. TRM is an entity that renders professional tax services to a variety of corporations and firms;

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- 13.2 The explanation given to me for this, was that Dr. Erasmus is well known as a litigator against SARS and they did not want Bosasa to be directly associated with Dr. Erasmus, as this could draw attention to them, particularly from SARS. They therefore wanted to keep the use of Dr Erasmus' services one step further away from Bosasa;
- 13.3 Instead of registering a new company, I informed Mr van Tonder that a family member of mine, had a dormant company which we could take over. As a result of this, I took over the company named Miotto Trading and Advisory Holdings (Pty) Ltd (Miotto) of which my family member was the sole director and shareholder of the company;
- 13.4 The manner in which we then operated was that I would receive an invoice from TRM for tax services (and later legal and consultancy services) and then take it to Mr van Tonder, who would then assist me with the wording of a new invoice, which I would issue from Miotto to Bosasa;
- 13.5 At a certain stage after the services of TRM had been utilised, I was instructed to increase the value on the invoice from Miotto to Bosasa, in order to include a commission on the TRM invoice. This instruction came directly from Messrs. Agrizzi and van Tonder;
- 13.6 Examples of an invoice from TRM to Miotto and a subsequent invoice from Miotto to Bosasa are attached hereto as follows:
- 13.6.1 An invoice from TRM to Miotto dated 30 September 2016, in the amount of R 31,286.81, attached hereto per **9 "PV 1(1)";**
- 13.6.2 An invoice from Miotto to Bosasa dated 07 October 2016, in the amount of R 48,006.91, attached hereto per **Annexure PV "1(2)".**
- 13.7 The Miotto invoice would then be signed off by both Messrs. van Tonder and Agrizzi and the amount was paid over to Miotto. After the amount came in, I would pay the TRM invoice at the original amount and the commission on the invoices was then split equally between Messrs. van Tonder, Agrizzi and myself;
- 13.8 I would get an instruction from both Mr Agrizzi and Mr van Tonder as where to pay their commissions to;

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13.9 I did question this, but I was told to keep quiet by both Mr Agrizzi and Mr van Tonder, who both signed off on all the transactions and they told me that nobody would question this;

13.10 I confirm that the following payments were made from Miotto:

13.10.1 A payment of R 450,000.00 towards the purchase of the Porsche Cayenne of Mr van Tonder;

13.10.1 R 25,000.00 towards the service of Mr Agrizzi's Porsche; and

13.10.2 Payments to Blake's Travel on behalf of Mr Agrizzi;

13.10.3 Various payments to Ms Debbie Agrizzi (Mr Agrizzi's wife).

13.11 I utilised my portion of the commission received into the Miotto account for various personal expenses. I have subsequently declared this as income to SARS.

14

The invoicing from TRM to Miotto stopped when Mr Agrizzi left Bosasa. The last invoice issued from Miotto to TRM was in January 2017. Mr Agrizzi left Bosasa during December 2016 (he went in for a medical operation during December 2016 and never returned to Bosasa). I then instructed TRM to invoice Bosasa directly.

15

At the beginning of 2016, Mr van Tonder approached me to take over Consilium Business Consultants (Pty) Ltd (Consilium), a company which belonged to Dr. Jürgen Smith (Dr. Smith). Dr. Smith had been diagnosed with cancer and wanted to leave the company as soon as he could. Consilium is a labour broker company that employs people for Bosasa. I discussed the opportunity to take over the company from Dr. Smith with a family member who accepted the opportunity to become involved with Consilium. In paragraph 9 of my first affidavit, reference is made to payments from Consilium. To my knowledge, all the family members of Mr Gavin Watson who are on the Consilium payroll, do render a service to the Bosasa Group and employment contracts are in place. Consilium has their own auditor, who was appointed by Dr. Smith a number of years ago. As Consilium

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is a labour broker company, the auditors would have checked the employment contracts. In addition to the above, with regards to Consilium, I can state that:

- 15.1 Consilium would raise three invoices to Bosasa Operations / African Global Operations, Sondolo and Bosasa Youth Development Centres on a monthly basis, in order to recover the fees and salaries paid by Consilium;
- 15.2 I paid various other employees such as Mr Sesinyi Seopela salary per month via Consilium.

16

During November 2017, I was contacted by Mr Agrizzi and Mr van Tonder who requested me to visit them at the house of Mr Agrizzi in Fourways. At the house I was told that I should type a statement to reveal the illegal activities of Mr Watson, and that they would assist me in doing so. I then drafted an affidavit as follows:

- 16.1 I was requested to type my personal details and the introduction with my personal details. They explained to me how the statement should be drafted and what contents I should put in;
- 16.2 My draft affidavit was done on my laptop initially, and I noted that Mr van Tonder also had an affidavit in his name, open on his laptop. Mr van Tonder and I were sitting next to each other and certain information would have been passed between us whilst we were sitting together;
- 16.3 Mr Agrizzi reminded me of certain occurrences and also dictated the wording of certain of paragraphs to me. I also printed some documents and handed them to Mr Agrizzi, including the proof of certain payments made by me from Miotto for:
  - 16.3.1 The legal costs of Mr Hlaudi Motsoeneng;
  - 16.3.2 The benefit of Morako/ Moroka Consultants; and
  - 16.3.3 ABSA Bank with the beneficiary named "EFG2" and the description referenced as 'social development'.
- 16.4 I spent several hours at Mr Agrizzi's house that specific day whilst we were working on the statement; however, my affidavit was not finalised there and then.

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On the same date, whilst compiling the affidavits, Mr Frans Vorster brought Mr Carlos Bonifacio, an employee of Bosasa, to Mr Agrizzi's house. When Mr Bonifacio arrived, Mr Agrizzi ordered everybody to leave their cell phones in the dining room. When Mr Agrizzi told us this, I knew that he was going to do something and he did not want us to record the conversation. Mr Agrizzi then requested Mr Bonifacio to draft a similar statement. I recall that Mr Bonifacio expressed his concern that he was about to go on pension early the following year; and that he did not want to jeopardise his pension. During this discussion Mr Agrizzi offered Mr Bonifacio a cash payment of approximately R 500,000.00 for the information that Mr Bonifacio was to provide in his statement.

18

Due to other obligations I could not stay longer and had to leave from Mr Agrizzi's house, although my draft statement was not complete. Mr Agrizzi informed me that he would work on my draft statement and send it to me once he had completed it. I cannot recall if I gave Mr Agrizzi the draft statement or sent it to him on email.

19

I would like to state that I was not happy at the time to be part of the process to draft a statement; however, Mr Agrizzi was very intimidating and showed me the files full of evidence they had accumulated against Mr Watson and Bosasa. The entire patio table was full of files which made me really scared. It was clear that Mr Agrizzi wanted to destroy Mr Watson.

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During November and December 2017, I received several phone calls from Mr Agrizzi, but I kept on avoiding his calls. Mr Agrizzi then made various threats pertaining to my career in an attempt to intimidate and blackmail me, in order to get me to sign the statement. Mr Agrizzi used Telegram messages with a very short self-destruct timer (the message

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disappeared within seconds). I cannot recall the exact wording, but it was something like "you better make the right decision, otherwise you will go down with Watson".

21

Whilst at Mr Agrizzi's house during November 2017, he mentioned to me that as I shared in the "commission" from the TRM transactions and personally benefitted, if this was exposed, my career would be destroyed. Mr Agrizzi also threatened to expose me for having renovations made to my house many years ago, which had been paid for by Bosasa. The renovations referred to was when I previously built a boundary wall at my residence. Mr van Tonder referred Riekele Construction to me for a quotation; whereafter I asked them to perform the construction. Mr van Tonder informed me that Riekele Construction did all the construction work for Bosasa, and after the wall was constructed they did not allow me to pay for it. They then paid the cost, being approximately R 100,000.00.

22

The above threats were made in order to get me to depose to the affidavit and in December 2017, I decided to meet with Mr Agrizzi and Mr van Tonder at a restaurant near Lanseria Airport. I met them in the morning before I flew down to my family in Mossel Bay. During this discussion:

- 22.1 Mr Agrizzi showed me a flowchart indicating his step by step action plan depicting how he will take over some of the contracts from Bosasa; or alternatively how he will sabotage Bosasa. I can't remember why, but Mr Agrizzi left the flow charts with me; copies of which are attached hereto per **Annexure "PV 2(1)";**
- 22.2 At the time I recalled having heard this explanation from Mr Agrizzi on a previous occasion. When I searched my photographs I came across a photograph which I took on 10 November 2017, when Messrs. Agrizzi and van Tonder came to see me at my offices. Mr Agrizzi drew part of his plan on the white board and I took some photographs of the drawing which is in his hand writing. A copy of the photographs are attached hereto per **Annexure "PV 2(2)";**

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22.3 Mr Agrizzi explained to me that I had to sign the statement as this was a crucial part of his plan as indicated on the flow charts. Mr Agrizzi asked if I was going to sign the statement and told me that I would go down with Mr Watson if I did not sign the affidavit;

22.4 Because I was scared of Mr Agrizzi and the threats that he had made, I told him that I would sign the statement.

23

I then left to go on holiday with my family in Mossel Bay and Mr Agrizzi emailed me the final version of my affidavit. I cannot recall the exact date when the document was emailed to me as I cannot locate the email; however, I recall that the "file properties" of the document reflected that Mr Agrizzi had 'modified' the document. As detailed in this affidavit, Mr Agrizzi made various changes to the first affidavit that I had initially prepared.

24

Mr Agrizzi also called me (all these calls were made via "Telegram") several times whilst I was on holiday with my family and told me that I should print the statement, take it to the Police Station, sign it there and then scan and mail it back to him. Due to the fact that I was on holiday with my family and I did not want Mr Agrizzi to ruin my time with my family; consequently, I signed the affidavit and sent it back to him. I never gave the original signed affidavit to Mr Agrizzi, as I thought that it would be my proof one day to show that I only sent him the signed copy, to get him off my back.

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Although the first affidavit makes mention that I signed the affidavit out of my own free will, I reiterate that this was not the case. I signed the affidavit under duress due to the constant harassment from Mr Agrizzi. After I sent a copy of the affidavit to Mr Agrizzi, he backed off and all intimidation stopped.

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Subsequent to the above, in December 2017, one of the Audit Partners for D'Arcy-Herrman Incorporated, Mr Wolmarans received an SMS or WhatsApp message from Mr van Tonder, informing him that certain people wanted to speak to him about illegal activities within Bosasa. The audit partner forwarded this message to me; however, unfortunately I no longer have a copy of the message.

27

Mr Agrizzi told the Commission that I turned against him / didn't want to be a whistleblower anymore and mentioned that this happened during January 2018. This is not true as I continued interacting with Mr Agrizzi after January 2018, as follows:

- 27.1 During February 2018, Mr Agrizzi asked me for financial information on Bosasa as he was aware that I was doing the provisional tax for Bosasa. I tried to give him as little as possible and explained to him that I did not have access to detail. As far as I know, Mr Agrizzi obtained information from various people who were working in the accounts department at Bosasa;
- 27.2 During April 2018, we still had contact and Mr Agrizzi forwarded me various photos of invoices via WhatsApp or Telegram (I am not sure which one it was), which I assume were leaked to him from the Bosasa accounts department;
- 27.3 Mr Agrizzi wanted me to print those invoices, put them in an envelope and take them to Mr Watson. This was on a Friday afternoon. Mr Agrizzi said that I was to tell Mr Watson that somebody had delivered the invoices anonymously to my office. I felt very uncomfortable and tried to get out of doing this by telling Mr Agrizzi to leave it till the Monday. Mr Agrizzi however insisted that I print the invoices and do it on that Friday;
- 27.4 I did as was asked from me and took the invoices in an envelope to Mr Watson. Mr Louis Passano (Mr Passano) was also present at the time. Mr Watson and Mr Passano were very upset when they opened the envelope and saw the invoices. I informed them that it appeared that someone was leaking information from their accounts department;

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- 27.5 Mr Watson called me that same Friday afternoon and asked me to come and see him on the Monday after the weekend. When I arrived there on the Monday morning, the boardroom was full of people. Some of the Directors and senior management of Bosasa were there, as well as the gentleman whose company was invoiced. Mr Watson wanted to show me that there is nothing untoward about the invoices, therefore he introduced me to the owner of the business, to show me that he exists;
- 27.6 The internal risk advisor, Mr Andries de Jager (Mr de Jager) asked me when last I had contact with Mr Agrizzi and/ or Mr van Tonder. I was of the opinion that they, Bosasa, knew I still had contact with the two gentlemen;
- 27.7 As a result, I told them the entire story about the signed affidavit and that Mr Agrizzi would call me every morning, just to find out whether I am going to Bosasa's office, who I am going to see and why. I also had to make a decision where my loyalty was, because D'Arcy-Herrman Inc. stood to lose the Bosasa audit appointment, if I did not assure Mr Watson that my loyalty was with him and Bosasa. I then told Mr Watson that my loyalty was with him.

28

Mr Agrizzi then became upset with the fact that I walked away from him and he started blackmailing me. He threatened me via anonymous emails and also sent emails to D'Arcy-Herrman Incorporated, SAICA, IRBA, etc. In support hereof I attach hereto a copy of an email dated 21 August 2018 sent to SAICA and the Audit Partner at D'Arcy-Herrman Incorporated, per **Annexure PV 3(1)**. It can be noted that there is an email address on the email listed as PSVenterLeaks@pm.me. This was not an email address set up by me and to my knowledge this was set up by Mr Agrizzi.

29

The final blow was when Mr Agrizzi released a copy of my unsigned, and then later, my signed affidavit. A copy of an email dated 27 August 2018, where the unsigned affidavit was sent to my former employer, D'Arcy-Herrman Inc, is attached hereto per **Annexure PV 3(2)**. I was immediately suspended and later resigned in September 2018.



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I will comment on the aspects in the first affidavit with reference to each paragraph which are factually incorrect, as detailed below.

31

Paragraph 5: The contents of this paragraph are true and correct. However, I must mention that when testifying at the commission, Mr Agrizzi mentioned that he saw me on numerous times at the canteen with the persons mentioned in paragraph 5. This is not true, as I have only been to the canteen with Bosasa employees, approximately 10 times since I started doing work for the Bosasa Group, over a 14 year period.

32

Paragraph 7: The contents of this paragraph are true and correct. In this regard:

- 32.1 I completed the tax returns of Mr Mti from approximately 2013 onwards and Mr Gillingham's tax returns from 2012 onwards;
- 32.2 I asked both Messrs. Agrizzi and van Tonder, whether these were the two gentlemen who used to work for the Department of Correctional Services. I expressed my concern about some of the media allegations at the time and doing these gentlemen's tax returns;
- 32.3 Messrs. Agrizzi and van Tonder explained to me that nothing came from the investigation by Mr Hoffmeyer, because he presented the case in Parliament, which apparently he should not have done; I was led to understand from them, that from a legal point of view the case was thus considered to be "fruit from a poison tree" and the case was therefore closed.

33

With regards Leonora Investments, mentioned at the Commission as an entity used by Mr Mti. I can clarify that I do remember the name of a company Leonora Investments which belongs to Mr Mti, as Bester Viljoen Inc. was instructed to do the registration of the

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company. Mr Tony Perry, who was the former company secretary of Bosasa, instructed Bester Viljoen Inc. to register the company. If I remember correctly, Bester Viljoen Inc. registered various companies for Bosasa and the entity for Mr Mti was just another entity. Bester Viljoen Inc. only realised who Mr Mti was when Mr Adriaan Basson, a reporter, came to our offices and inspected the share registers and company structure of Leonora Investments.

34

Paragraph 10: The contents of this paragraph are true and correct. This was on instruction from Mr Watson. On 18 August 2017, Ms Natasha Olivier (Ms Olivier) and Ms Lindsay Watson (Ms Watson) paid an amount of R 1,187,655.48 into the bank account of Miotto from Lamocest (Pty) Ltd (Lamocest). I then paid the amount over for the legal costs of Mr Hlaudi Motsoeneng as detailed in my first affidavit. Copies of the proof of payments from the Miotto bank account in the amounts of R 600,000.00 on 20 August 2017 and R 587,656.82 on 21 August 2017, to the Majavu Inc. Trust account, are attached hereto per **Annexure "PV 4(1) and PV 4(2)"** respectively. Unfortunately, I no longer have a copy of the invoice provided to me to make the payments.

35

Paragraph 11: The contents of this paragraph are true and correct. However, Mr Agrizzi told the Commission that he saw the proof of payments from Miotto to Moroko Consultants when I submitted my first affidavit. To my knowledge, when the affidavit was signed and returned to him on the 18<sup>th</sup> of December 2017, Mr Agrizzi already had the proof of payments. As a matter of fact, Mr Agrizzi had all the annexures to the affidavit in his possession, when I was at his house in November 2017. I can also clarify that:

- 35.1 In September 2017, I was operating the entity known as Miotto, although I did not change the director's details into my name;
- 35.2 The person who accompanied Mr Watson, namely Syvion Dhlamini, is a director of Bosasa Youth Development Centres (Pty) Ltd;

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- 35.3 The money was paid into Miotto's account from Consilium, where-after I made the three payments on 30 September 2017, 28 October 2018 and 30 November 2017 respectively, totalling R1 350 000.00 to Moroko/ Moroka Consultants. I state Moroko/ Moroka as I note the payment records, which will be attached below, refer to both the name Moroko and Moroka Consultants;
- 35.4 I do not know Moroko or Moroka Consultants, Training & Development (Pty) Ltd;
- 35.5 The agreement drawn up by Ms Watson stated that Moroko/ Moroka will provide consulting services to Miotto for a turnaround business strategy no services were provided by Moroko/ Moroka to Miotto;
- 35.6 I am not aware what the three payments of R 450,000.00 each, were for. I was only instructed by Mr Watson to make these payments;
- 35.7 I have attached hereto proof of the three payments of R 450,000.00 from Miotto's First National Bank account, which reflect the payments were made to First National Bank account number 62373928319. These payment records are attached as "PV 5(1), 5(2) and 5(3)" respectively.

36

Paragraph 12: The contents of this paragraph are true and correct. I can also clarify that:

- 36.1 Mr Watson, did not have his own office, no secretary and no computer. On his instructions I had to make the payments. This is how he operated;
- 36.2 Ms Olivier, who made the payment of R3 million from Mr Watsons' personal account into Miotto, is the Company Secretary who had access to Mr Watsons personal bank account and bank statements;
- 36.3 I have attached hereto a proof of the payment of R 500,000.00 from Miotto's First National Bank account, which reflect the payment was made to ABSA Bank account number 4090717443 on 18 October 2017, with the beneficiary named "EFG2" and description referenced as "social development". See Annexure "PV 6";
- 36.4 With reference to this payment of R500 000.00, Mr Agrizzi indicated to the Commission when asked about his knowledge of the transaction, that: (I quote his words): *"personally I didn't want to get involved, because number one, I didn't*

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*believe that ...I thought you know it just can't happen, this type of transaction...*". I do not believe this statement of Mr Agrizzi to be correct, as Mr Agrizzi was very curious about this and requested the information from me;

36.5 Advocate Pretorius mentioned at the Commission that this information was out in the public domain and asked Mr Agrizzi "did you release that allegations to the press". Mr Agrizzi's response was "no". In this regard I do not believe Mr- Agrizzi, as to my knowledge he was the only person, other than me, who was in possession of this information.

37

Paragraph 14: The contents of this paragraph which relate to the aforementioned payment to the beneficiary named "EFG2" are true and correct. I can clarify that this was an instruction from Mr Watson and when I asked him what it was for, he told me the payment was towards the Andile Ramaphosa Foundation. When I asked him what the description on the Bank Statement should be, he said 'Social Development'.

38

Paragraph 15: I can comment on this as follows.

38.1 "The Exchange Space (Pty) Ltd", is a company which does all the marketing and branding for the African Global Group. The person who drives this process is a lady by the name of Ms Lindie Gouws (Ms Gouws). Ms Gouws has a MBA degree and is a very skilled and knowledgeable person in this field.

38.2 According to my knowledge, the salary she gets paid is justified by the hard work she does.

39

Paragraph 16: The contents of this paragraph are correct as I did carry out the instructions of Mr Gavin Watson; as if I did not do what was asked; I would have been moved to the side/ ignored and eventually my services would have been terminated.

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Paragraph 17: The contents of this paragraph are true and correct other than the last sentence which states "*This was evident in the fact that his intention with Graham Richards was to implicate Agrizzi and Van Tonder whereas they never benefitted.*" This sentence had been inserted into the first affidavit that was sent back to me by Mr Agrizzi.

41

Paragraph 26: I note that the majority of the wording in this paragraph was copied from the affidavit of Mr van Tonder; see paragraph 57 in Mr van Tonder's affidavit; although there are slight changes to the wording. I was aware that Bosasa paid for some of the expenses towards the houses of Ms Watson. According to my knowledge, all private expenses paid went towards Mr Watson's Loan account and at year end, it was cleared out and declared as a bonus through the payroll; in addition PAYE was paid on the amount.

42

Paragraph 27: Certain portions of the wording in this paragraph were copied from the affidavit of Mr van Tonder; see paragraph 58 in Mr van Tonder's affidavit; although there are changes to the wording. Some of the information in the paragraph is correct; however, I wish to clarify that:

- 42.1 There is mention that "*Joe Gumede, a director, enquired as to the rising costs at the Lindela Repatriation Centre*". I did not have any dealings with the Lindela Repatriation Centre;
- 42.2 Mr Peter Reigers was performing duties authorising purchase requisitions and was on the payroll of Consilium. I was informed by Mr Watson that Mr Reigers was related to Mr Agrizzi and he was dismissed when things went sour between Mr Watson and Mr Agrizzi. My understanding was that Gavin Watson no longer wanted him around as he was related to Mr Agrizzi.

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Paragraph 28: The wording in this paragraph has been copied from paragraph 61 in Mr van Tonder's affidavit; where the wording "*alternatively reduced on the rebate structure*" is included at the end of the paragraph in Mr Van Tonder's affidavit. I wish to clarify that:

- 43.1 Prior to the testimony of Mr Agrizzi at the Commission, I did not know the name "*Mark Taverner*";
- 43.2 I did the tax returns for Mr Gillingham and have access to these tax returns, which reflect the sources of his income which were declared. According to Mr Gillingham's tax returns, he declared income from an entity named Purple Primula over the period 01 March 2012 to 01 September 2012; and income from an entity named BEE Foods Manufacturers over the period 01 September 2012 to 28 February 2018.

44

Par 29: The contents of this paragraph are true and correct and I can clarify that:

- 44.1 I am aware of the formation of the entity Lamozeest and the sale of Software Licence agreements from Bosasa Operations (Pty) Ltd to Phezulu Fencing (Pty) Ltd to Lamozeest. The restructuring was done by a professional / legal consultant;
- 44.2 To my knowledge this was for the personal benefit of the Watson family and the cost of the sale of Software Licence agreements were realistic;
- 44.3 The monthly retainer which D'Arcy-Herrman Incorporated, my former employer, charged Consilium, included the monthly accounting and tax work for Lamozeest;
- 44.4 In this regard I have attached a copy of a document compiled by D'Arcy-Herrman Incorporated for the VAT payable by Lamozeest over the period 01 March 2018 to 30 April 2018. These documents are attached hereto per **Annexure "PV 7(1), PV 7(2), PV 7(3) and PV 7(4)"**;
- 44.5 Attached to this document are three invoices; namely two from Lamozeest to Bosasa Youth Development Centres for the monthly licence fees and one from Shazarex (Pty) Ltd to Lamozeest in the amount of R 731 880.00.

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44.6 The invoice in the name of Shazarex (Pty) Ltd was handed to me by Mr Passano. However, I had not heard of this company prior to being handed the invoice and am not aware of what work this company performed for Lamozeest, as to my knowledge, Lamozeest was merely invoicing for licence fees.

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Paragraph 30: My firm, D'Arcy-Herrman Inc. assisted with the restructuring of Phezulu Fencing (Pty) Ltd and other entities in the Bosasa Group. According to my knowledge everything was done above board. To my knowledge Bopa and Phafoga, were companies with shareholders and not trusts. As a result of the restructuring we declared the capital gains. I recall that Mr van Tonder dealt with all the financial affairs of Phezulu Fencing and the books of the company were done internally. Mr van Tonder informed me of the transactions between Phezulu Fencing and a company called Dealstream.

46

Paragraph 31: The contents of this paragraph are true and correct. This was dealt with by a professional consultant by the name of Mr Antonie van Wyk. I wish to clarify that I authored the first part of the paragraph and Mr Agrizzi inserted the remainder of the information relating to a "Call Option".

47

Paragraph 32: The contents of this paragraph are true although this was inserted by Mr Agrizzi and I submit that:

- 47.1 It is important to reveal the truth to allow a new start; as I was dragged into the wrongdoing by Mr Watson;
- 47.2 As stated at the outset of this affidavit, I have been drawn into the current fight between Mr Watson and Mr Agrizzi;
- 47.3 However, I submit this affidavit whilst not being for or against any side I also want to mention (same as Mr van Tonder and Mr Agrizzi) that Mr Watson uses people



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and when he feels you have served your purpose, then you have a dustbin with your name on it;

- 47.4 I want to emphasise that Mr Watson does not have an office, secretary nor a computer and this way he uses people to do everything for him. In my opinion he does this on purpose so no evidence points towards him.

48

Paragraph 33: I wish to clarify that:

- 48.1 I was informed by Mr Agrizzi and Mr van Tonder that on a previous occasion the servers at Bosasa "crashed";
- 48.2 With regards to the second part of the paragraph, I confirm that during October, I was in a meeting with Mr Gavin Watson when the Information Technology (IT) lady walked past and Mr Watson called her and spoke to her in front of me;
- 48.3 Mr Watson mentioned a 'crash' of the servers in the discussion and also about a circular going out; however, to my knowledge the crash never took place.

49

Paragraph 34: The contents of this paragraph are true and correct; however, I wish to clarify that:

- 49.1 I informed Mr Watson what I had seen and heard the previous evening at Mr Agrizzi's house, during November 2017. However, in his testimony, Mr Agrizzi mentioned that Mr Watson offered me some money, which is untrue;
- 49.2 In contrast, whilst at the house of Mr Agrizzi, during November 2017, Mr Agrizzi told me that he would pay me my salary per month if I join his grouping to go against Mr Watson. The reason why we discussed this, was because I was worried as it meant I would have had to resign from my current employment by signing the statement and testifying. My concern was, who was going to pay my salary;

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49.3 Mr Agrizzi asked me how much do I want; and showed me on his cell phone that all his investments, bitcoin, etc. are worth R80 million. So he asked me again, how much. If a recall correctly I did say R230 thousand per month, which Mr Agrizzi accepted.

50

With regards to cash schemes and the invoicing via the various entities mentioned in paragraphs 52 to 64 of the affidavit of Mr van Tonder, I can clarify that:

- 50.1 I was not involved in the invoicing for the cash via entities such as AA Wholesalers and Equal Trade. Mr van Tonder explained to me how the scheme to obtain cash operated and this was not a part of my functions;
- 50.2 With regards to AA Wholesalers, I can confirm that I knew the owner, Mr Amod, from when I was at SARS. This is a very large wholesaler and I introduced Mr Amod to Mr van Tonder;
- 50.3 On one occasion I went to the wholesaler's premises with Mr van Tonder, Mr Watson and Mr Agrizzi and I recall they did ask him about the cash side of the business. Bosasa indicated that they were interested in purchasing the business; however, the purchase never took place. I am aware that Bosasa did purchase various goods from AA Wholesalers for Lindela etc; although I was not aware of the cash scheme referred to by Mr Agrizzi and Mr van Tonder;

51

Subsequent to the signing of my initial statement and my resignation from my employment, in around September 2018, I had a meeting with Mr Andries de Jager, who asked me to have a follow up meeting with him, Mr Papa Leshabane (Mr Leshabane) and Mr Johannes Gumede (Mr Gumede), regarding an interview with Carte Blanche.

52

I subsequently had a meeting with Mr Leshabane and Mr Gumede, both Directors linked to Bosasa, at the Engedi Conference Centre on Friday the 25th of January 2019. At this

**AFFIDAVIT PETRUS STEPHANUS VENTER**

meeting Mr Leshabane and Mr Gumede asked me to do an interview with Carte Blanche in order to discredit Mr Agrizzi. As a result of the meeting, I was influenced to have an interview with Carte Blanche in order to discredit Mr Agrizzi and to elaborate on National Television how he blackmailed me.

53

On 28 January 2019, I was interviewed on Carte Blanche and stated that I was intimidated and blackmailed by Mr Agrizzi to sign the first affidavit. I also elaborated:

- 53.1 On how Mr Agrizzi planned to take Bosasa / African Global and Mr Watson down if they did not surrender some of the contracts to his grouping; namely Messrs Agrizzi, Andries van Tonder, Leon van Tonder and Frans Vorster;
- 53.2 That Mr Agrizzi had sent me the final version of my affidavit to sign and the errors he made with the date and place where the affidavit was signed; namely where Mr Agrizzi stated that my first affidavit had been signed at George on 19 December 2017;
- 53.3 Pointing out where the content in my statement corresponds with the content in Mr van Tonder's statement, as proof that Mr Agrizzi and or Mr van Tonder had a hand in finalising my statement.

54

I know and understand the contents of this statement.

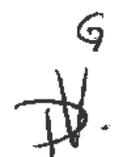
I have no objection to taking the prescribed Oath.

I consider the prescribed Oath to be binding on my conscience.

SIGNED AT PARKVIEW ON THIS 19 DAY OF March 2019.



PETRUS STEPHANUS VENTER



**AFFIDAVIT PETRUS STEPHANUS VENTER**

I certify that this statement was noted down by me and that the deponent has acknowledged that he knows and understands the contents of this statement. This statement was sworn to before me and the deponents' signature placed thereon in my presence at Johannesburg on 19 March 2019 at PARKVIEW SAPS

*SGT  
Luhlanga G  
7026499*

COMMISSIONER OF OATHS

*LUHLANGA GODFREY*

SOUTH AFRICAN POLICE SERVICE
STATION COMMANDER
2019 -03- 19
CLIENT SERVICE CENTRE PARKVIEW
SOUTH AFRICAN POLICE SERVICE

(Full names)

*71 DENSTADT AVENUE  
PARKVIEW SAPS*

(Physical address)

*SERGEANT*

(Designation)

(Office)

## AFFIDAVIT

I the undersigned,

Frans Hendrik Steyn Vorster

Identity Number 6811165154083

1

hereby declare under oath that I am a male, 48 years old and residing at 48 Leeu Street Rant en Dal, Krugersdorp. I am permanently employed at African Global Operations, Global Campus, Windsor Road, Luipaardsvlei, Krugersdorp.

2

The company has had a few name changes during the past few years.

Meritum, sold to Dyambu Operations.

Dyambu Operations became Bosasa Operations, that changed to African Global Operations on 1 September 2017.

3

I started working for the company on 1 October 1996 as the head of Security. Then, was transferred to Operational side where I was the regional head of the Central Division that included a few Mine Hostels (where we did full facilities management), the Lindela Facility and the Youth Centre.

4

My father, Paulus Vorster was also working for the company and he headed Procurement, Vehicles and was also associated with marketing. My father had a long relationship with Patrick Gillingham that worked for the Department of Correctional Services. My father passed away suddenly in 2001.

5

From 2001 Lindela got so big that I had to spend most of my time running the facility. In 2003 Gavin Watson came to my office at Lindela and asked to speak to me alone. He then asked me to strengthen the relationship with Patrick Gillingham he wanted catering contracts of Corrections as he was tired of the mining contracts.

7

I approached Patrick Gillingham and picked up the ties that he had with my father. I wined and dined Patrick and won his favour. I explained to him what we wanted to achieve and he started working with me. I met with him often and took substantial cash with, which I used to put in an A4 envelope that I got from Gavin Watson. In return Patrick gave me all the specifications and process flows of the Department of Correctional Services. I was uncomfortable but Gavin said it was to be done.

8

I then gave forwarded all the information to Danny Mansell that worked on a presentation and a strategy to obtain the contract. A team from Bosasa accompanied Patrick Gillingham on a round trip around the country to evaluate the various sites. At the end of 2003 the team met with DCS' top management and made a presentation to the attending DCS officials before it was made known that DCS would be outsourcing the catering services. Early in 2004 Patrick Gillingham did a presentation regarding the outsourcing of the catering services that was prepared for him by the Bosasa team, at Centurion Sports Club.

9

Shortly after Gillingham's presentation the CFO for DCS Mr Tshivhase announced that DCS would be outsourcing the catering services. Patrick Gillingham was appointed the project leader for this tender.

10

Gavin Watson had a good relationship with Linda Mti, the Commissioner of DCS, but needed somebody to drive the processes as he couldn't do it as the Commissioner. Patrick Gillingham was appointed as the driver of the process, so that Linda Miti could approve it.

11

The catering tender was awarded to Bosasa Operations on July 20, 2004. I was instructed by Gavin Watson to procure a vehicle for Patrick Gillingham. When it came to vehicles, Patrick only dealt with me. He had a Mercedes E240 that Bosasa bought from him, we paid for more than book value for the vehicle. I

12

In 2005 Gavin instructed me to assist Patrick again to purchase a vehicle for his wife. I went to VW the Glen, and gave them a Bosasa order, to order the vehicle and for the extra's on the vehicle, the invoice was made out to Bosasa Operations. Dr J Smith then deposited money into Patrick's account where after Patrick settled the vehicle.

13

During April 2006 Gavin Watson instructed me again to assist Patrick Gillingham to buy a VW Polo for his son. I assisted and bought the vehicle from Lindsay Saker, Krugersdorp. Danny Mansell paid for this vehicle, and it was registered in the son's name. I took delivery and delivered it to him in Pretoria.

14

In February 2007 Gavin Watson again asked me to assist Patrick to procure a new Mercedes E320. I placed the order on my name as I didn't have the new address where Patrick stayed as he moved from Centurion to Midstream. When the vehicle arrived I told the sales person that Patrick would buy the vehicle. He said to me that it can't happen like that as Mercedes SA changed the policy after the Tony Yengeni case. I could only transfer the sale to a partner in business. We waited a long time for the car and couldn't lose it. We then bought a shell cc named Oak Ridge Trading 114 CC. This was used as the tool for Patrick to buy the vehicle, instead of myself. Patrick needed money for this car and it went through a few bank accounts before it was paid to me as a bonus and then I gave it to Patrick as a loan. The loan agreement was done by Christo Van Wyk, an attorney, between Patrick and myself.

15

The company even did a disciplinary hearing on me and gave me a final written warning for having this relationship with Patrick Gillingham and assisting him with a loan of R150 000.00. This was because Gavin Watson wanted to appear as being innocent, you will note there is no record of minutes of the Disciplinary enquiry as it was all just a smokescreen.

16

The house at Midstream was built by Riaan Hoeksma. Riekele Construction did a lot of work for Bosasa Operations. They have built massive walls around Main Hostel, 2 North Hotel and Lujpardsvlei Hostel and this is where all the costing was hidden for the house at Midstream, the house of Patrick Gillingham.

17

Linda Mti was the Commissioner of Correctional Services. His house at Savannah Hills was also built by Riaan Hoeksma and the cost was included in the massive 4-meter-high walls that was built around the three hostels.

18

I also had to buy him a VW Toureq V8 petrol which was purchased in September 2005 from VW Lindsay Saker, Krugersdorp. This was done on instruction from Gavin Watson, when we found out about the investigation I "arranged" for the vehicle file to be stolen from Lindsay Saker and destroyed it again, on Gavin Watson's instruction. I regularly had to go and fetch the vehicle from Linda Mti's house at Savannah Hills to be serviced at Lindsay Saker and arranged loan cars for him to be used when his vehicle was in for a service.

19

Lindela Repatriation Facility was also my responsibility. During the beginning of 2004 Gavin came to me and said that I must make sure that I got the numbers up as he needs money to pay Riekele Construction for all the work. Again I was told that I must remember I am a white Afrikaans speaking male and that I will get no other job, so I must make sure that I deliver.

20

At this stage I already had busses and trucks picking up illegal immigrants from the various police stations, but this was not enough for him, he wanted the facility full, as we got paid by head, per day. As I was a station commander in the South African Police Service I started speaking to all my old colleagues to start working with them.

21

I had two squads working daily with the SAPS, one in the West Rand and

22

Unfortunately, the Home Affairs Officials were corrupt and took a lot of bribes and released a lot of people. This kept me very busy as I had to manage the centre, the marketing with the SAPS and had to control the Home Affairs Officials. This meant myself and my managers were working nearly 20 hours a day. We didn't complete time sheets as they were scared that the Department of Labour would investigate the company and find out the hours that we were working.

23

We were making good money out of Home Affairs as I had managed the finances as well as the bill that I had to hand deliver to Home Affairs. Then I had to make sure that I got the cheque as that was the preferred method of payment in those days.

24

During June 2005 Gavin Watson came to me and said that he needs more money and that I must try and keep the illegals longer in the centre. Those days Home Affairs deported Mozambicans every Wednesday and Zimbabweans every Thursday by train. He instructed me to find out who contacts these trains and to bribe them to be able to control the numbers that Home Affairs had to deport.

25

I found out that Hennie Meyer from Spoornet planned and controlled the trips of these trains. I then set up a lunch appointment with Hennie who was staying in Witpoortjie close to the facility. I then made an arrangement with Hennie that I would pay him R8000.00 per month cash, to then enable me to control the outflow of the people. This was very easy as Hennie's pay that he took home was just over R8000.00 per month. Now we controlled the people coming in and the duration of the staying over in the facility. Now we were making money like you can't believe. This was done specifically on Gavin Watsons instruction and can be witnessed by Andre Brandt, Danny Mansell and Thabo Ungerer.

26

In 2006 we finished Home Affairs yearly budget for Lindela in 6 Months. Trevor

In 2006 Arthur Fraser became the Director General for Home Affairs and he made life difficult for us. He stopped us to bring in people and to work with the SAPS. I then used reservists from the SAPS to drive our trucks and busses to bring people in. The SAPS then started with less special operations and catching of illegal immigrants in 2007. Our numbers dropped drastically, and Gavin Watson decided to stop the money that I was paying to Hennie Meyer from Spoornet. Three months later, Hennie committed suicide he couldn't live without the extra income.

I was then transferred to Technical Division as he had no use for me anymore. I stayed there for a year and then again, I was transferred to Procurement as the Head of Procurement, Logistics and Vehicles in July 2008. It always Gavin Watsons Modus Operandi, that if you don't obey a request or instruction albeit illegal he will ensure that you are dismissed.

During 2008 I was introduced to Kevin Wakeford. He was always visiting Gavin Watson and he visited Head office often. During late 2009 Gavin Watson called me in and said that Kevin will speak to me and that I must assist him with the buying and delivering of wet and dry cement. This was an instruction and the costs were to be allocated to Head Office costs as the company would pay these

Kevin Wakeford came to visit me in my office at procurement. He provided me with an address for delivery, at the Meyer Park Eco Estate in Meyerton. Kevin would always phone me with the amounts of cement that he would need. During the year we ordered about 430 cubic metres of wet cement from WG Wearne in Randfontein. This was to be paid before delivery took place. The dry cement was ordered from Randfontein Trading Centre where we had an account. I ordered truck loads full of cement that was delivered to Meyer Park Eco Estate. This was for George Papadakis, a consultant to SARS that

31

In July 2011 I was transferred to Kgwerano Financial Services as the subsidiary company was struggling. I was still responsible for the Bosasa Fleet and Logistics. I became the H.O.D of Kgwerano in October 2011. Our Senior Accountant Coleen Jansen Van Ransburg came to me and asked for a statement regarding a SARS query dated 9 October 2013. I was asked, instructed to make false entries into three trucks logbooks, that would go with my statement to SARS to prove that we have moved equipment from Sea Ark in Port Elizabeth to Krugersdorp. This was done against my will but again I was threatened. In March 2014, I had to submit another affidavit to SARS. This was to assist them so that they didn't have to pay SARS 44 Million Rand.

32

Mid November 2015 I was instructed by Gavin Watson to rent a car for Minister Nomvula Makonyana's daughter. She wanted a cabriolet for the festive season and that I had to deliver it to the minister's house in Noordheuwel. I couldn't find a cabriolet to be rented at that time in South Africa as they were all out. I informed him and his instruction was to get her a small luxury car. I used Blakes travel to book a car for her from end November 2015 until end December 2015. This was again extended until mid-January 2016 and then again until end January 2016. This car was rented in my name. End of January I had to collect the car from the Minister's house in Noordheuwel, and saw that the car was bumped. I had to complete all the accident forms and fabricate a story. I was called by Angelo Agrizzi to explain the rental as it was nearly R75 000.00. Angelo Agrizzi confronted Gavin where after Gavin phoned me, shouting at me and claiming that I am trying to get him into trouble, because Angelo Agrizzi wanted to put an end to the corrupt dealings. The reason I did it was because Gavin Watson had warned me that there were no jobs for fat useless whites like me, if I didn't do it I would risk unemployment.

33

In May 2016 I was approached by Johannes Gumedde with the instruction to fix a client Mr MS Netshishivhe's Isuzu bakkie that was at Westvaal, Nelspruit, as per Gavin Watson. The final quote came to R29 239.79 and I had to book the cost against one of the Bosasa vehicles.

34

I was always threatened if I didn't want to assist him in his ways. I have a lot more that I can add, but this is what I decided to declare at this point.

35

I must make mention of the fact that this statement is not exhaustive, and it would be opportune to add to it more occurrences that depict how Mr Gavin Watson has on numerous occasions threatened to dispose of me should I not have conformed to his demands. Furthermore we have always been led to believe that Gavin Watson had corrupt relations with senior politicians, as well as a shady past in attending to problems in various ways.

36

My intention is simply via this affidavit to seek to clear my name, and not for financial gain of any sorts.

I ATTACHED THE FOLLOWING DOCUMENTS;

- The original SIU Report
- Credit agreement Patrick Gillingham
- Mercedes E320 Quotation Westvaal Nelspruit – Signed by Gavin Watson
- Schedule of Cement Purchases as instructed by Gavin Watson and Kevin Wakeford
- Voice recordings of Gavin Watsons instructions to Frans Vorster

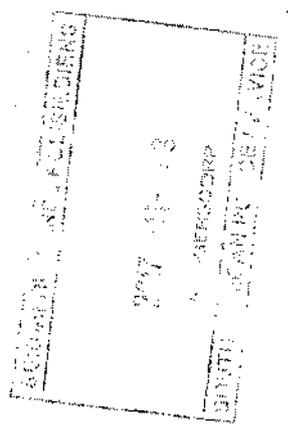
SIGNED and SWORN/AFFIRMED to before me  
 at San Diego day 17 of November 2017, the  
 Deponent having acknowledged that she knows and understands the  
 contents of this Affidavit, which is deposed to in accordance with the  
 regulations governing the administration of an oath as more fully set out  
 in Government Notice R 1258 of the 21st July 1972, as amended by  
 Government Notice 1648 dated the 19th of August 1977 and  
 Government Notice 903 dated the 10th July 1998.

[Signature]  
 COMMISSIONER OF OATHS

FULL NAMES: Karl Andrew Nelson  
 STATUS: WFO  
 STREET ADDRESS: 5415 Kingsley - 118 COMMISSIONER STREET

[Signature]  
 COMMISSIONER OF OATHS  
 OATHS 2017/17/13

FULL NAMES: Karl Andrew Nelson  
 STATUS: WFO  
 STREET ADDRESS: 5415 Kingsley - 118 COMMISSIONER STREET  
1738.



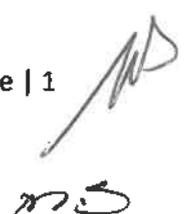
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**STATEMENT**

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**FRANS HENDRIK STEYN VORSTER**  
**(Identification Number. 681116 5154 08 3)**

1. I am an adult male, 50 years old and residing in Krugersdorp.
2. The facts contained herein fall within my own personal knowledge, unless the contrary appears from the contents hereof, and to the best of my belief are both true and correct.
3. I was permanently employed at African Global Operations, Global Campus, Windsor Road, Luiperdsvlei, Krugersdorp.
4. I have received a subpoena to appear as a witness at the judicial commission of inquiry into allegations of state capture and fraud
5. I was previously in the South African Police Services.
6. The company has had a few name changes during the past few years. Meritum, sold to Dyambu Operations. Dyambu Operations became Bosasa Operations, that changed to African Global Operations on 1 September 2017.
7. I started working for the company on 1 October 1996 as the head of Security. Then, I was transferred to Operational side where I was the regional head of the Central Division that included a few Mine Hostels (where we did full facilities management), the Lindela Facility and the Youth Centre.
8. My late father, Paulus Vorster was also working for the company and he headed up procurement, Vehicles and was also associated with marketing.



My father had a long relationship with Patrick Gillingham that worked for the Department of Correctional Services. My father passed away suddenly in 2001.

9. In or about 2001 Lindela operation grew very quickly that I had to spend most of my time running the facility. In 2003 Gavin Watson came to my office at Lindela and asked to speak to me alone. He then asked me to continue the relationship with Patrick Gillingham as he wanted to tender for catering contracts for Correctional Services.
10. I approached Patrick Gillingham and carried on the previous relationship that he had with my late father. I explained to him what Bosasa wanted to do in the catering sector and he started cooperating with me. I met with him often and took some cash with, which I used to put in an A4 envelope that I got from Gavin Watson. In return Patrick gave me all the specifications and process flows of the Department of Correctional Services relating to catering of various of the corrective services premises.
11. I then gave forwarded all the information I received to Danny Mansell that worked on a presentation and a strategy to obtain the contract. At the end of 2003 the team met with DCS' top management and made a presentation to the attending DCS officials before it was made known that DCS would be outsourcing the catering services. Early in 2004 Patrick Gillingham did a presentation regarding the outsourcing of the catering services that was prepared for him by the Bosasa team.
12. Shortly after Gillingham's presentation the CFO for DCS Mr Tshivhase announced that DCS would be outsourcing the catering services. Patrick Gillingham was appointed the project leader for this tender.
13. Gavin Watson had a good and close relationship with Linda Mti, the Commissioner of DCS. Patrick Gillingham was appointed in procurement for tenders, so that Linda Miti would approve them.

Handwritten signature and initials, possibly 'MS', with a large arrow pointing upwards and to the right.

14. The kitchens tender was awarded to Bosasa Operations on July 20, 2004. I was instructed by Gavin Watson to get a motor vehicle for Patrick Gillingham. When it came to vehicles, Patrick only dealt with me. He had a Mercedes E240 that Bosasa bought from him, we paid for more than book value for the vehicle. I then did the deal for him on a Mercedes E270 that was purchased from Grand Central Motors in Midrand. Patrick paid the deposit by cheque after we paid him for his old car. Dr J Smith deposited the cheque of R155 000.00 into Patrick's Account.
15. In 2005 Gavin instructed me to assist Patrick again to purchase a vehicle for his wife. I went to VW the Glen, and gave them a Bosasa order, to order the vehicle and for the extra's on the vehicle, the invoice was made out to Bosasa Operations. Dr J Smith then deposited money into Patrick's account where after Patrick settled for the purchase of the vehicle.
16. During April 2006 Gavin Watson instructed me again to assist Patrick Gillingham to buy a VW Polo for his son. I assisted and bought the vehicle from Lindsay Saker, Krugersdorp. Danny Mansell paid for this vehicle, and it was registered in the son's name. I took delivery and delivered the motor vehicle to him in Pretoria.
17. In February 2007 Gavin Watson again instructed me to assist Patrick to procure a new Mercedes E320. I placed the order on my name as I didn't have the new address where Patrick stayed as he moved from Centurion to Midstream. When the vehicle arrived, I told the sales person that Patrick would buy the vehicle. I could only transfer the sale to a partner in business. We waited a long time for that specific car and couldn't lose it. We then bought a shelf cc named Oak Ridge Trading 114 CC. This was used as the tool for Patrick to buy the vehicle, instead of myself. Patrick needed money for this car and it went through a few bank accounts before it was paid to me as a bonus and then I gave it to Patrick as a loan. The loan agreement was done by Bosasa's attorney between Patrick and myself. I attach a copy of the agreement for R180 000.00. The vehicle was purchased in or about February 2007 but the agreement was dated April 2007.

18. The house at Midstream was built for Mr. Gillingham by Riaan Hoeksma. Riekele construction did a lot of work for Bosasa Operations. This business did major construction for Bosasa.
19. Linda Mti was the Commissioner of Correctional Services. His house at Savannah Hills was also built by Riaan Hoeksma.
20. I state that the full details of how the purchases and payment for the vehicles for Mr. Gillingham and his family and Mr. Mti can be obtained from the accounts department at Bosasa / African Global.
21. I was instructed by Gavin Watson to buy him a VW Toureq V8 petrol which was purchased in September 2005 from VW Lindsay Saker Krugersdorp. I regularly had to go and fetch the vehicle from Linda Mti's house at Savannah Hills to be serviced at Lindsay Saker and arranged loan cars for him to be used when his vehicle was in for a service.

#### LINDELA

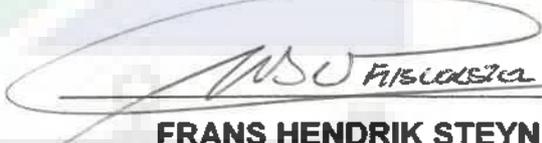
22. Lindela Repatriation Facility was also my responsibility. During the beginning of 2004 Gavin came to me and instructed me to make sure that I got the numbers up as he needs money to pay Riekele Construction for all the work.
23. At this stage I already had company busses and trucks picking up illegal immigrants from the various police stations, and transporting them to Lindela, as he wanted the facility full, as we got paid by head, per day. I also asked my ex police colleagues to assist.
24. I had two squads working daily with the SAPS, one in the West Rand and Johannesburg Central and one in the East Rand and Pretoria areas. We would assist in arresting illegals with the SAPS, document them transport them take them to Lindela. This pushed our numbers up and the Department of Home Affairs paid Bosasa per person detained.

25. Bosasa was doing really well from Home Affairs as I had managed the finances as well as the invoice that I had to hand deliver to Home Affairs. Then I had to make sure that I got the cheque as that was the preferred method of payment in those day and deliver same to the accounts department at Bosasa head office.
26. In or about 2006, Home Affairs yearly budget for Lindela in 6 Months was finished. The Minister of Finance had to allocate another R120 000 000.00 to Home Affairs for Lindela.
27. In 2006 Arthur Fraser became the Director General for Home Affairs and he made life difficult for us. He stopped us to bring in people and to work with the SAPS. I then used reservists from the SAPS to drive our trucks and busses to bring people in. The SAPS then started with less special operations and catching of illegal immigrants in 2007.
28. I was then transferred to Technical Division by Gavin Watson as he had no use for me anymore at Lindela. I stayed there for a year and then again, I was transferred to Procurement as the Head of Procurement, Logistics and Vehicles in or about July 2008.
29. During 2008 I was introduced to Kevin Wakeford. He was always visiting Gavin Watson and he visited Head office often. During late 2009 Gavin Watson called me in and said that Kevin will speak to me and instructed me to him with the buying and delivering of wet and dry cement.
30. Kevin Wakeford came to me in my office at procurement. He provided me with an address for delivery, at the Meyer Park Eco Estate in Meyerton. Kevin would always phone me with the amounts of cement that he would need. During the year we ordered wet cement from WG Wearne in Randfontein. This was to be paid before delivery took place. The dry cement was ordered from Randfontein Trading Centre where we had an account. I ordered truck loads

full of dry cement that was delivered to Meyer Park Eco Estate. The value of the wet and dry cement was just over R600 000.00. I understood that the person has assisted Bosasa with their SARS matter.

31. In or about July 2011 I was transferred to Kgwerano Financial Services as the subsidiary company was struggling. I was still responsible for the Bosasa Fleet and Logistics. I became the H.O.D of Kgwerano in or about October 2013. Our Senior Accountant Coleen Jansen Van Rensburg came to me and asked for a statement regarding a SARS query dated 9 October 2013. I was instructed to make certain entries into three trucks logbooks, that would go with my statement to SARS to prove that we have moved equipment from Sea Ark in Port Elizabeth to Krugersdorp. In or about March 2014, I had to submit another affidavit to SARS. This was to assist them with a SARS matter. The affidavit was prepared for me.
32. In or about the middle of November 2015 I was instructed by Gavin Watson to rent a car for Minister Nomvula Mokonyane's daughter. She wanted a cabriolet for the festive season and that I had to deliver it to the minister's house in Noordheuwel. I used Blakes travel to book an Audi A3 for her from the end of November 2015 until the end of December 2015. This was again extended until mid January 2016 and then again until end January 2016. This car was rented in my name and I added her daughter as another driver as the car had been dented. I hired cars on a few occasions for the Ministers daughter.
33. In May 2016 I was approached by Johannes Gumede with the instruction to fix Mr MS Netshishivhe's Isuzu bakkie that was at Westvaal, Nelspruit, as per the instructions from Gavin Watson. The final quote came to R29 239.79 and I had to book the cost against one of the Bosasa vehicles.
34. The invoice has been handed to the investigators and I recall that Gavin Watson actually signed that invoice. That person was in a position relating to security at hospitals where Bosasa / African Global received the contract.

35. I often questioned Gavin Watson, Angelo Agrizzi and the other directors why I had to drop everything to attend to Minister Mokonyane and her family and it became apparent over the years that she was the key person and link and had huge political contacts even to the previous President of South Africa and I had to do what I was instructed to do.
36. While I was stationed at Kgwerano in Mogale Business Park I was instructed by Gavin Watson to set up a call centre in or about 2015 together with computers and phones for the ANC to run their call centre prior to the election for a few months which was run from the Bosasa / African Global premises. All these related expenses had to be covered from my allocated budget.
37. I ran the Kgwerano business at the same premises where I was in charge. I set up as instructed by Gavin Watson all the facilities for the ANC call centre including providing food and refreshments. After the ANC won the election Allister Esau was then instructed to hire huge marquees, cutlery, crockery and we held a huge victory party at the premises of Bosasa / African Global. The event including the catering was paid for by Bosasa / African Global.

  
**FRANS HENDRIK STEYN VORSTER**

The deponent has acknowledged that he knows and understands the contents of this affidavit, which was signed and sworn before me at KRUYERSDORP on this the 28<sup>th</sup> 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.



2063782 - 2  
*[Signature]*  
 \_\_\_\_\_  
 COMMISSIONER OF OATHS

Name: *S. KRAS MOIKHEGWA*

Address: *118 COMMISSIONER STREET  
 KRUGERSDORP*

Capacity: *POLICE OFFICER.*



2019 -01- 28  
 KRUGERSDORP  
 SOUTH AFRICAN POLICE SERVICE

*[Signature]*  
 Page | 8

First Draft Leon Van Tonder

HIGHLY CONFIDENTIAL

G Watson Tax Fraud

## AFFIDAVIT

I the undersigned,

Leon Van Tonder

Identity Number 780511 5076 080

1

I hereby declare under oath that I am a male, 39 years old and residing at Krugersdorp. I am permanently employed at African Global Operations, Global Campus, Windsor Road, Luipaardsvlei, Krugersdorp.

2

I, Leon van Tonder, am 39 years old, and have been employed by African Global Operations and related entities (formerly known as Bosasa Group of companies) "The Group", since January 1999. Mr. Gavin Watson is the Chief Executive officer of African Global.

3

During the past 18 years I have fulfilled various roles and responsibilities within the group. These functions have included Head of the IT Department, director of Bosasa IT and IT Operations Coordinator. I am currently in the position of IT Programme Manager, where I project manage the development of various software systems for the Group and its clients.

At one point during my period of employment, I was instructed by Mr. Gavin Watson to perform a task which I was reluctant to perform, as described in the paragraphs which follow. The instruction placed me under extreme duress as I am a man who places extreme value on integrity. It is common knowledge that the Watsons have numerous political contacts, especially in the security cluster (this is confirmed in the attached articles hereto). I was fully aware of the resourcefulness of Gavin Watson, and his ability to intimidate employees. I was also aware of his disregard to higher authority as a result of his political connections.

First Draft Leon Van Tonder

HIGHLY CONFIDENTIAL

G Watson Tax Fraud

This knowledge made me fearful of not complying with his instructions.

4

I was instructed by Gavin Watson to sign a fabricated affidavit for SARS to stipulate that software development was done for Sea Ark, whereas it was already closed, I signed it out of fear.

Furthermore on numerous occasions I would be asked by the company to attend to computer repair issues for Gillingham and Mti, whom we supplied with computers and printers via Bosasa.

5

I was called into a meeting with Gavin Watson where I was instructed in no uncertain terms to make sure that all data (documents, emails, user accounts, backups) on both servers and selected employees desktops and laptop PC's must be deleted to the extent that it cannot be recovered by forensic IT specialists using advanced data recovery techniques. I was deeply grieved by the instruction, but felt I had no option but to comply (as explained in the preceding paragraph). In addition to deleting the data, I was required to sign an affidavit to the effect that all deleted files were deleted in the course of routine maintenance activities. I was given key words and told to delete all documents, communications etc. containing those key words.

6

In 2017 Mr. Angelo Agrizzi was "fired" by Mr. Gavin Watson. Mr. Agrizzi fulfilled the role of Group Chief Operations Officer for many years and was Mr. Watson's right hand man. Staff were left feeling betrayed, shocked and in complete dismay when it was announced. The employees felt concerned and were worried about the future of the group and their own future as it was a known fact that Mr. Agrizzi was the person who was running the operations of the group and built it up to where it is today.

Subsequently several employees who had worked closely with Mr. Agrizzi were

First Draft Leon Van Tonder

HIGHLY CONFIDENTIAL

G Watson Tax Fraud

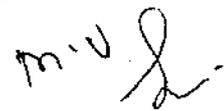
retrenched. On the basis of Mr. Agrizzi's removal and the subsequent retrenchments, it appeared evident to me that Mr. Watson had some kind of strategic plan to purge African Global of all employees working closely with Mr. Agrizzi. It was later revealed to me by Mr. Agrizzi, that the strategic plan of Mr. Watson was to purge the Group of any employees who were involved, in any way, in the SIU investigation. He was informed of this plan by someone very close to the Watson family.

7

This did not come as a surprise to me as I have seen over the years how Mr. Watson would simply retrench staff, people who gave their heart and soul to the company, without even blinking an eye, and in the event destroy people's careers and families. Just the other day someone quoted to me that Mr. Watson said "loyalty does not go to the bank". Needless to say I was not surprised when I heard that.

During the course of the year I noticed that slowly but surely I'm being isolated by Mr. Watson on IT projects where he would have meetings with the IT team but I would be excluded from those meetings. The access and privileges I used to have to the server farm in the datacenter was taken away without anyone even discussing or notifying me.

During August I was called into a meeting by Gavin Watson (CEO), Jackie Leyds (Director) and Papa Leshabane (Director). I was told that one on one meetings were held with the entire IT team and the directors. It was alleged that during these meetings my name had kept coming up and that the team were saying that they cannot work with me and that I work in isolation. It is interesting to note that I was not also given a one on one meeting to give my views on the IT Department. It is clear to me that these meetings were a setup to try and create a case against me to have me removed from the group and were quite blatantly victimization. The reason for this conclusion is because no one in IT department has ever complained to me about being hard to work with. I have been working Johan Fourie (current IT manager) for 12 years with no issues, and now I am expected to believe that he claims to be unable to work with me.



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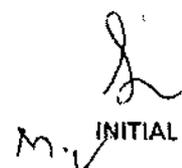
G Watson Tax Fraud

Mr. Watson then told me to have a meeting with the IT team to discuss their allegations. I assume that this suggested meeting was also a setup to create a case against me. See reasoning to follow. At the end of the meeting with Mr. Watson, Jackie and Papa, Jackie asked if I want to add anything. I said that I had heard a rumor that Gavin has placed myself, Andries van Tonder and Frans Vorster on a list to be removed from the company in November. Mr. Watson was visibly shocked and averted his eyes away from mine. He denied it emphatically and said that whoever started the rumor is being malicious. He tried to get me to divulge my source. He also specifically stated that he would never get rid of Andries because he was working on a R100 million project.

8

After a few days I called the meeting that Mr. Watson requested. The IT team, Johan Abrie (HR manager) and I were present. I confronted the team about their allegations and opened the floor to the team to complain to my face. There were no complaints at this meeting and the team seemed to genuinely not understand why the directors thought they couldn't work with me. It was a very fruitless meeting.

Frans Vorster later advised me that on the afternoon prior to my meeting with the IT team that he had walked past the meeting room, and seen the entire IT team and Johan Abrie. It was very strange to me that they would meet on this manner and exclude me. The only logical conclusion is that they were determining how to deal with me at the meeting scheduled for the following day. It became apparent that a plan was being set in motion to remove me from the Group. It seems that the meeting between myself and the team was initially intended to derail me. However after I confronted Mr. Watson about his intention to remove the three of us, the plan temporarily changed. Thus the meeting which Frans Vorster witnessed (after close of business) was probably a last minute discussion to change the agenda of the caucused IT meeting from falsely accusing me to one where the team appeared to have no problem with me.



M.V. INITIAL

First Draft Leon Van Tonder

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G Watson Tax Fraud

9

Prior to this there was a big drive on succession planning headed by Mr. Johann Fourie (IT Manager), but this also suddenly went very quiet.

We later had a meeting with myself, Mr. Watson, Joe Gumede (Chairman), Jackie Leyds, Andries Van Tonder, Frans Vorster where we were clearly told that none of us are on any list to be retrenched because the Group have finished their annual retrenchments.

10

In November, Andries had an informal lunch meeting with Mr. Watson's attorney who asked him what will make him happy - to test the waters to see if Andries is prepared to go.

All of the above facts make it clear to assume that Mr. Watson intends to remove myself, Andries and Frans from the Group.

The foregoing is only my current recollection of events and is in no way exhaustive.

11

My intention is simply via this affidavit to seek to clear my name, and not for financial gain of any sorts, however I can confirm that the atmosphere of the Company was developed by a sense of fear created by Gavin Watson that in the event of not complying with his instructions even being illegal he would dispose of you, with a constant reminder that there is no place for a white male in the new South Africa.

The disclosure is by no means exhaustive, and a myriad of source documents must still be concluded.

  
INITIAL  
m.v.

First Draft Leon Van Tonder

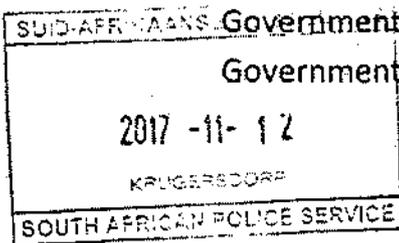
HIGHLY CONFIDENTIAL

G Watson Tax Fraud

I ATTACHED THE FOLLOWING DOCUMENTS;

- SIGNED and SWORN/AFFIRMED to before me at Krugersdorp day 12 of November 2017, the Deponent having acknowledged that she knows and understands the contents of this Affidavit, which is deposed to in accordance with the regulations governing the administration of an oath as more fully set out in Government Notice R 1258 of the 21st July 1972, as amended by

Government Notice 1648 dated the 19th of August 1977 and  
 Government Notice 903 dated the 10th July 1998.



1751334 CA  
[Signature]  
 COMMISSIONER OF OATHS

FULL NAMES: DOROTHY VINKY

STATUS: CONSTABLE

STREET ADDRESS: 118 Commissioner Street  
Krugersdorp

COMMISSIONER OF OATHS

FULL NAMES:

STATUS:

STREET ADDRESS:

[Signature]  
 INITIAL

I, the undersigned,

**LEON VAN TONDER**

hereby state the following:

1. I am an adult male businessman. I am a South African citizen with identification number 7805115076080.
2. The facts contained herein fall within my own personal knowledge, unless the contrary appears from the contents hereof, and to the best of my belief are both true and correct.
3. I have received a summons to appear as a witness at the judicial commission of inquiry into allegations of state capture and fraud.
4. I, Leon van Tonder, am 40 years old, and was previously employed by African Global Operations and related entities (formerly known as Bosasa Group of companies) "The Group", from January 1999 until May 2018. Mr. Gavin Watson was the Chief Executive Officer of African Global.
5. During my employment I fulfilled various roles and responsibilities within the Group. These functions have included:

Head of the IT Department – Bosasa IT department (1999 - 2005)

I managed a small team providing systems, network, end-user and technical support and training. Day to day Datacentre administration e.g. software patch management, LAN/WAN management, server backups etc. In addition, I did software system design and development.

IT Operations Coordinator - SondoloIT (2006 - 2008)

I was responsible for managing and coordinating the IT support functions that SondoloIT provided to its clients. I implemented and managed a national VPN communications infrastructure. I also did software upgrades, testing and



LVT-002

application support of customized software that was developed for SondoloIT clients.

**Technical Support Manager – Bosasa IT department (2008 - 2011)**

My core responsibilities included: Preventative maintenance ensuring that anti-virus software was up to date, software patch management, troubleshoot basic network problems such as DHCP, DNS, etc. I also assisted IT support technicians in their day to day IT support provided to end-users.

**IT Programme Manager – ONIT1 (2011 - 2017)**

I project managed the development, testing and implementation of various software systems for the Group and its clients. When I started there they had about 5 custom developed software products in their portfolio of products, during my time this portfolio was increased significantly to over 18 products.

6. In 2005 I was called into a meeting by Gavin and was introduced to Fred Vivier. Gavin told me that from that point forward, I would report to Fred Vivier and that he would be taking over all of my responsibilities as Head of IT. I was therefore effectively demoted. When I confronted Gavin as to why he did this or if he could at least explain to me what I did wrong, he avoided my questions and from thereon we never had a good relationship going forward. I was later informed by Angelo Agrizzi (Group COO) that Gavin had given him instructions to retrench me from the company. Angelo placed me on 2 months suspension. Upon my return I was transferred to SondoloIT.
7. During my period of employment, I was often instructed by Gavin to perform tasks which I was reluctant to perform, but I was scared to refuse Mr. Watson. These instructions placed me under extreme stress and duress. I have seen over the years how Gavin would simply retrench staff or work them out of the company, people who had given their heart and soul to the company, without even blinking an eye, and sometimes without legitimate cause, and in the event, destroy people's careers and families. This personal knowledge made me fearful to not comply with his instructions as he already wanted to remove me from the company in 2005.
8. On numerous occasions I would be asked by the company to attend to computer repair issues for Patrick Gillingham and Mti, whom the company



also supplied with desktop pc's, laptops and printers from time to time if their existing equipment failed.

9. In 2007 there was a server crash and as a result the company lost data. I have no detailed knowledge of the crash as I was working at SondoloIT and Fred Vivier (Whom I did not see eye to eye because he took over my position) was in charge of the IT Department where the server crash happened. Shortly after the crash in 2007 Fred left the company.
10. Early in 2008 I was transferred from SondoloIT back to the IT Department by Angelo. During the end of 2008 I went with Gavin together with some directors and Matthew Lee-Son who at the time was a Software Engineer at Bosasa. It was a consultation meeting at the Bosasa lawyers. The purpose of the meeting was to discuss the imaging of the servers at Bosasa by the Special Investigation Unit. After the meeting we were standing in the basement parking at lawyers offices where Gavin said it's his servers and his data and he can do with it as he pleases.
11. As a result of the discussion we had in the basement parking at the offices of the lawyers, I was instructed in no uncertain terms to make sure that all data (documents, emails, user accounts, backups) on servers and selected employees desktops and laptop PC's must be deleted. I was given key words to search for and told to delete all documents, communications etc. containing those key words. The key words were related to the Department of Correctional Services tenders awarded to Bosasa at the time (approximately 2004 – 2007).
12. I was very reluctant by the instruction, but I had no option but to comply. I was required to sign a statement which was true to the effect that files are deleted in the course of routine maintenance activities. Part of the routine maintenance of the data centre administrative routine is the deletion of non-business related personal user data, data from previous employees, non-associated data and duplicate data. The data was also deleted to free up disk space on the server. A lot of the non-essential data was deleted which was completely unrelated to the SIU investigation but amongst the files that were



LVT-004

deleted as per our instruction from Gavin Watson was the documentation relating to the Bosasa tenders.

13. I was not the only employee who was tasked with the search and delete instruction. Colleagues who assisted me were Matthew Lee-Son, Allan Lee-Son and William Brander. Angelo also sat with us for a brief time searching for related data to delete. I have no knowledge of what the other colleagues identified or found and deleted. I complied with the instruction from Gavin out of fear for my job and career.
14. During my search which was in early December 2008, I came across two specific files which caught my attention because they appeared to relate to tender specifications. If I can recall correctly the one file was the tender document for the DCS catering tender and the other file was a specification document also related to the DCS catering tender. I copied data onto external hard drives, including those two files, prior to deleting them from the server. I also copied those 2 files onto a CD which I kept. I did it because was worried that something might happen to the hard drive where the two files was copied on.
15. My reason for copying the data onto hard drives was because I was not prepared to compromise myself as I felt it was wrong to delete the data, furthermore in the same year during April 2008 I got married and me and my wife wanted to start a family. The reason that the hard drives were kept was because of my own personal knowledge of the way Gavin Watson conducted himself with his employees and because we were made aware that the SIU were investigating the matter, it was decided to keep them as a form of protection for the future as I knew that Gavin Watson will shift the blame on me and others.
16. The hard drives were kept by Matthew Lee-Son. He returned them to me when he resigned around 2011. I safely kept the hard drives at my house and later handed over the hard drives and CD to Angelo who I understand has handed these hard drives over to the State Capture investigators.

17. During the course of 2017 I noticed that slowly but surely I was being isolated by Gavin on IT projects where he would have meetings with the IT team but I would be excluded from those meetings. The access and privileges I used to have to the server farm in the datacenter was taken away without anyone even discussing or notifying me. There was also suddenly a big drive on succession planning headed by Mr Johann Fourie (IT Manager to whom I reported).
18. I realized I was soon going to be made redundant. In the past Angelo used to protect me, but with him not working at the company anymore I felt even more vulnerable.
19. Eventually all the humiliation and victimization that I had to endure over the years got too much for me together with the instructions that I would receive from Gavin Watson in the past in relation to deleting data from the server had become too much for me and I decided to leave the company during November 2017. A separation agreement which effectively was a retrenchment package was negotiated with the company. This agreement was signed in May 2018 after many meetings held between my lawyers and the Bosasa lawyer Mr. Biebuyck
20. My intention via this affidavit is to seek to clear my name. I confirm further that the atmosphere of the Group was developed by a sense of fear created by Gavin that in the event of not complying with his instructions, whether legal or not, he would get rid of you and destroy any further job opportunities for you. He would intimidate by flaunting his business and political connections ensuring that we understood that finding future employment would be made very difficult for those who chose not to comply with his wishes and instructions.



  
 \_\_\_\_\_  
**LEON VAN TONDER**

The deponent has acknowledged that he knows and understands the contents of this affidavit, which was signed and sworn before me at ERUGENBORO 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.

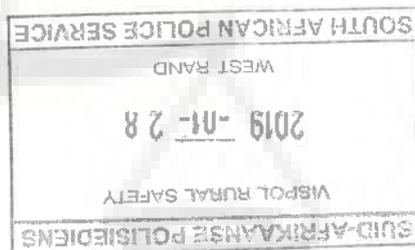
 57  
 71615026  
 MAAIOB M.S.

COMMISSIONER OF OATHS

Name: MAAIOB M.S

Address: 118 COMMISSIONERS STREET ERUGENBORO

Capacity: CONSTABLE



Affidavit

Richard Le Roux

Affidavit of Mr. Richard Le Roux  
ID 711004 5382 082

Instructions to make an affidavit by Gavin Watson and  
Lindsay Watson on the 20<sup>th</sup> and 21<sup>st</sup> of November 2017

My full names are Richard Le Roux, a white male aged 46,  
employed at the Bosasa Group on Special Projects, resident at  
House No 22 Summerfield Village at Luipaardsvlie.

The statements made are factual, substantiated by records and  
copies of invoices and receipts. This affidavit is completed of my  
own accord, and not under duress, and is a clear and concise  
reflection of the truth.

1

I have been employed by the Bosasa Group of Companies since  
March 2002 until I went overseas in 2006, my responsibilities was  
that of a technical support coordinator, reporting to Retief Van der  
Merwe and Trevor Mathenjwa.

2

In 2008, I returned to Bosasa to assume my responsibilities again  
as a Regional Technical Coordinator. I was asked to return after a  
call from the Chief Operations Officer. Part of my responsibilities  
were to attend to the opening and closing of the office park, as well  
as tend to the livestock on the park.

3

I have always been exceptional in the performance in my duties,  
and have never been counselled or disciplined in any way, I have  
always had the respect of my management and team.

Affidavit

Richard Le Roux

4

Part of my duties are the implementation of what was called "Special Projects" these projects included the purchase and installation of Closed Circuit Tele Vision systems CCTV systems for high profile associates of Gavin Watson as well as the Directorate.

5

My family members work at Bosasa / African Global Operations in various positions and are well thought of.

6

My family resides at the Company owned premises since 2012, after Gavin Watson insisted I vacate the smallholding I was residing at and move to the office park accommodation as it suited him for me to attend to the wildlife, and to keep an eye on the park. I was entrusted to open and close the offices on a daily basis.

7

On the 7<sup>th</sup> or 8<sup>th</sup> November 2017, Gavin Watson called me and asked me where my loyalties were, he threatened me that my family worked at Bosasa and I needed to be careful, I asked him what I did wrong, he didn't say, he just re-iterated that I should watch where my loyalties were. I reiterated that I was loyal to the group, Johan Abrie the Human Resources manager then called me to reiterate what Gavin Watson had to say.

This all had to do with a Facebook comment I had made on Angelo Agrizzi's page in innocence.

8

Last night the 20<sup>th</sup> November 2017, at exactly 18:18, Gavin Watson called me and instructed me to go to Lindsay Watson first thing in the morning and do an affidavit stating that Angelo Agrizzi instructed me to do the Special Project that has been done to date, that everything was done under his instruction.

I said I don't want to get in between arguments and it would be incorrect and untruthful to say that Angelo Agrizzi had instructed

Affidavit

Richard Le Roux

me to do the special projects. This was not the truth, I had been primarily instructed by Gavin Watson and other Directorate to attend to them as follows.

At 19:14 I received a missed call from Lindsay Watson as per the phone records attached hereto, I tried to return a call.

On the 21<sup>st</sup> November 2017, at 06:36 I called Lindsay Watson the call was not answered.

At 06:45, I called her again and she answered, she said I have to come see her to do an affidavit.

8

I said to Lindsay Watson I am not comfortable doing an affidavit on the premise that it was an instruction from Angelo Agrizzi, wherein fact the instructions where from Gavin Watson and others directly and indirectly. Lindsay Watson stated that Bosasa and Gavin pays my salary, and I had to comply.

9

I explained that I couldn't lie in an affidavit, and would be consulting legal advice, she told me to get someone good, the choice is mine.

10

The facts of the matter are as follows;

- In 2013, Gavin Watson asked that I attend to the premises of Ms. Nomvula Mokonyane, whilst Angelo Agrizzi and Gavin Watson were at the premises. I was instructed by Gavin Watson to sort out the Electric Fence, the Generator, the CCTV systems, gate motor and other incidentals such as the pool, the distribution of electricity and lighting on the premises. I also attended to a garden clean up. Since 2013 we have continued services at Bosasa expense, these expenses would be paid for in cash, authorized by Joe Gumede and paid by Jacques Van Zyl in cash. Gavin Watson was fully aware as he was the person who wanted the work done.

Affidavit

Richard Le Roux

11

- Papa Leshabane instructed me to do Gwede Mantashe residences, these were the following;
  - Boksburg, Sunward Park House - CCTV - 9 Cameras, Lighting Perimeter, DVR
  - Elliot, Eastern Cape - Farm - CCTV - IP System, Lighting
  - Kala, rural Eastern Cape - House - CCTV - IP System, Lighting
  - Value of all R300,000

12

- Trevor Mathenjwa and Gavin Watson instructed me to attend to the Richards-bay residence of Ms. Dudu Myeni, whilst we were doing the installation there was a robbery, and a quite a few items were stolen. We had to cover up the fact that we were independent contractors. We installed a full Offsite Monitoring CCTV system IP Based cameras, Electric Fencing, Full IP Alarm with beams - Value R250,000 paid for by Bosasa

13

- Richmond Mti - instruction given by Angelo Agrizzi, with knowledge of Gavin Watson who called me whilst onsite, so he would've known or instructed it to be done
  - Greenbushes Plot, Eastern Cape - 4km's Full 21 strand electric fence, perimeter safety lighting
  - Colchester, Eastern Cape - Full electric fence, Perimeter Lighting - Repair alarm systems
  - Total Value - R 350,000

Affidavit

Richard Le Roux

14

- Vincent Smith - SCOPA Chairman - Instructed by Gavin Watson - Angelo Agrizzi followed up
  - Roodepoort Residence - Electric Fencing, IP CCTV system
  - Total Value R200,000

15

- Thabang Makgwetla - Deputy Minister - Gavin Watson instructed to keep confidential
  - Full electric fence, alarm system new, IP CCTV Camera system, Cathexis Server, Offsite Monitoring capabilities
  - Total Value R350,000

16

- Syvion Dhlamini requested that we do a security analysis and installation for a certain Mr. Mbulelo at Randburg, who was heading the procurement for PRASA, we installed the following;
  - Alarm System, as well as a full CCTV IP Based system, with OFF Site Monitoring
  - Total Value R150,000

17

I can attest hereto that all the aforementioned systems were paid for by the Bosasa Group, accounts would be opened as cash accounts, and I would receive the cash from Jacques Van Zyl and Angelo Agrizzi as the company did not want to reflect it on the books.

Affidavit

Richard Le Roux

18

The affidavit is as a result of me and my family being threatened by Mr. Watson and the Directorate, and to provide the truth regarding the incidents and the accusations levelled against me are both ludicrous and unsubstantiated.

19

In order to protect my livelihood and for fear of reprisal from the Directorate and Watson, I might be forced to make a statement under duress, I would like this affidavit to supersede the affidavit given to Bosasa as the correct version without duress.

The statement given to Lindsay Watson will be merely to cease the pressure they are putting me and my family under.

1. PROOF OF STATEMENT AS REQUESTED BY WATSONS
2. PROOF OF PHONE CALLS REGISTER
3. PROOF OF CALL GAVIN WATSON
4. REVOKED STATEMENT RICHARD LE ROUX - WITNESSED

Affidavit

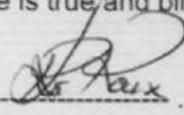
Richard Le Roux

Statement to – L Watson and Gavin Watson

Statement from – Richard Le Roux – ID NO 7110045382082

I Richard Le Roux resident at Summerfield Village, hereby state that Angelo Agrizzi the Ex Chief Operations Officer instructed me and my team to do Special Projects at various sites.

The above is true and binding on me.

Signed  .

This the 20<sup>th</sup> November 2017 at Roodepoort.



Affidavit

Richard Le Roux

Vodacom

08:55



< Recents

Edit



Gavin Watson



message



call



video



mail

Yesterday

18:18

Incoming Call

2 minutes

mobile RECENT

(082) 800-0923

FaceTime



Notes

Send Message

Share Contact



Favourites



Recents



Contacts



Keypad



Voicemail

*Handwritten initials: R.L. and a signature*

Affidavit

Richard Le Roux

Vodacom

08:55



All

Missed

Edit

# Recents

+27 (11) 662-6000

South Africa

08:14

**Wife**

mobile

07:21

**Johan Abrie (3)**

mobile

07:09

**Lindsay Watson (2)**

other

06:45

**Razor (2)**

home

Yesterday

**Lindsay Watson**

other

Yesterday

**Enrico Wait Sondolo**

home

Yesterday

**Emmanuel Life Style**

mobile

Yesterday

Favourites

Recents

Contacts

Keypad

Voicemail

Affidavit

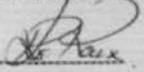
Richard Le Roux

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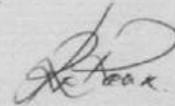
I Richard Le Roux resident at Summerfield Village, hereby state that Angelo Agrizzi the Ex Chief Operations Officer instructed me and my team to do Special Projects at various sites.

The above is true and binding on me.

Signed 

This the 20<sup>th</sup> November 2017 at Roodepoort.

*21<sup>st</sup> Nov 2017 10:35.*

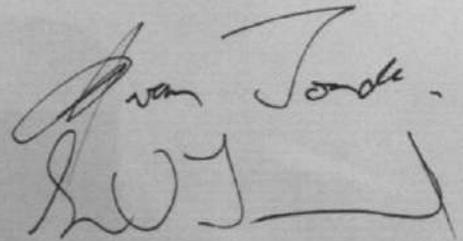


*SENT TO BOSASA - LINDSAY WATSON  
AFTER PRESSURE TO DO A FALSE AFFIDAVIT.  
THEREFORE NOT OF ANY EFFECT.*

*WITNESSED:*

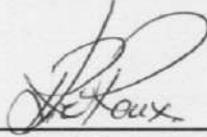
*MARIE VAN FONJER*

*LEON VAN FONJER.*



Affidavit

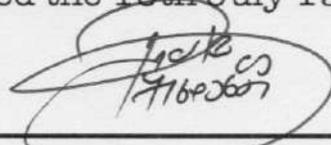
Richard Le Roux



Signed by Richard Le Roux

21<sup>st</sup> November 2017 at Krugersdorp, Gauteng South Africa

- SIGNED and SWORN/AFFIRMED to before me at Douglasdale day 21<sup>st</sup> of November 2017, the Deponent having acknowledged that she knows and understands the contents of this Affidavit, which is deposed to in accordance with the regulations governing the administration of an oath as more fully set out in Government Notice R 1258 of the 21st July 1972, as amended by Government Notice 1648 dated the 19th of August 1977 and Government Notice 903 dated the 10th July 1998.



**COMMISSIONER OF OATHS**

**FULL NAMES:** Pier Francis Dime

**STATUS:** Carrotarie, SAPS

**STREET ADDRESS:** Ch Topans & Douglasdale



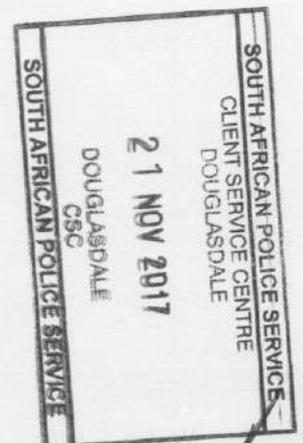
**COMMISSIONER**

**OF OATHS**

**FULL NAMES:** Pier Francis Dime

**STATUS:** CAZ

**STREET ADDRESS:** Ch Topans & Douglasdale



INITIAL 

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**AFFIDAVIT**

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**MR RICHARD LE ROUX**

1. I am an adult male South African citizen with Identity Number: 711004 5382 08 2. I am currently working for Global Technology Systems (GTS) although I am presently on leave.
2. The facts contained herein fall within my own personal knowledge, unless the contrary appears from the contents hereof, and to the best of my belief are both true and correct.
3. I have experience in the security technology industry in respect of installations and project management experience of Security equipment.
4. I have received a summons to appear as a witness at the judicial commission of inquiry into allegations of state capture and fraud.
5. I have been employed by the Bosasa / African Global Group of Companies since March 2002 until I went overseas in 2006 my responsibilities was that of a technical support coordinator, reporting to Retief Van der Merwe and Trevor Matherjwa.
6. In 2008, I returned to South African 2008 to Bosasa to assume my responsibilities again as a Regional Technical Coordinator. I was asked to return after a call from the Chief Operations Office. Part of my responsibilities, apart from the security installations, were to attend to the opening and closing of the office park, as well as tend to the animals in the park which were Springbuck, pheasants, Swans, Cranes ETC where I made sure the orders



were placed on a monthly basis for the feed and made sure that they were always looked after.

7. I have always been a good and skilled employee in my field of experience and I have always done the work to the best of my ability and as requested and instructed by the directors of Bosasa / African Global.
8. Part of my duties was the implementation of what was called "Special Projects". These projects included the purchase and installation of Closed-Circuit Tele Vision systems CCTV systems for high profile associates of Gavin Watson as well as the Directorate. I was the head of the Special Projects team that was created to deal with Special Projects. We had 3 Vehicles in the team that were not branded with any branding like the normal Sondolo Vehicles. We wore civilian clothing when we were busy with special projects. The reason why this was done was in order that there would be no link to any of the Sondolo IT vehicles or anything related to Bosasa / African Global.
9. My family resides at the company owned premises since 2012, after Gavin Watson insisted, I vacate the smallholding I was residing at and move to the office park accommodation as it suited him for me to attend to the wildlife, and to keep an eye on the park. I was instructed to open and close the offices when Andrew a caretaker went on leave on rest days, when he retired, I was instructed to open and close the offices on permanent basis. This also included some weekends when I was instructed to open the offices sometimes by some of the directors when there would be a VIP visit.
10. On the 7<sup>th</sup> or 8<sup>th</sup> November 2017, Gavin Watson called me and asked me where my loyalties were, he threatened me that my family worked at Bosasa and I needed to be careful, I asked him what I did wrong, he didn't say, he just re-iterated that I was to be loyal to the group, Johan Abrie the Human Resources manager then called me to reiterate what Gavin Watson had to say. This all had to do with a Facebook comment I had made on Angelo Agrizzi's page.



11. On or about the 20<sup>th</sup> November 2017, at exactly 18H18, Gavin Watson called me and instructed me to go to Lindsay Watson first thing in the morning and do an affidavit stating that Angelo Agrizzi instructed me to do the Special Project that has been done to date, that everything was done under his instruction.
12. I said I don't want to get in between arguments, and it would be incorrect and untruthful to say that Angelo Agrizzi had instructed me to do the special projects. This was not the truth, I had been primarily instructed by Gavin Watson, Angelo Agrizzi and other Directors to attend to them:
  - 12.1 At 19:14 I received a missed call from Lindsay Watson as per the phone records attached hereto, I tried to return a call.
  - 12.2 On the 21<sup>st</sup> November 2017, at 06:36 I called Lindsay Watson the call was not answered.
  - 12.3 At 06:45, I called her again and she answered, she said I have to come see her to do an affidavit.
13. I said to Lindsay Watson I am not comfortable doing an affidavit on the premise that it was an instruction from Angelo Agrizzi, wherein fact the instructions where from Gavin Watson and other directors and not only Angelo Agrizzi. Lindsay Watson stated that Bosasa and Gavin pays my salary, and I had to comply.
14. I explained to Lindsay Watson that I couldn't put an untrue fact in an affidavit. I however signed the statement under duress as my job and family, some of whom worked at Bosasa / African Global, were at risk.
15. During the course of my employment at the Bosasa Group and since returning from the United Kingdom I was in charge of the Head offices security camera systems, the maintenance of the server and the footage on the server.



16. I was instructed on numerous occasions when the office park was visited by VIP and VVIP guests to delete the camera footage and recordings. These instructions came from Gavin Watson and/or Angelo Agrizzi. I complied with the instruction from my employers.
17. I was also present when the then President Jacob Zuma in the company of Ms. Dudu Miyeni and Mr. Bheki Cele visited the premises of Bosasa / African Global during the morning up and until the early afternoon. I was in fact monitoring the camera footage and recordings. Shortly thereafter, on the same day I was also instructed to delete all footage of the said visit.
18. In or about the beginning of 2017 I was instructed by Gavin Watson to hand over all passwords and codes to Riaan Cillers of Intellovate, a company within the Bosasa / African Global group of companies as it was said I could not be trusted anymore.

### SPECIAL PROJECTS

19. The procedure to do the special projects were as follows firstly a site survey would be done to determine what was required on the site, a quote would be done with a project name for Example Vincent Smith was called Project Jones. I out of my own and being aware as per my instruction that these were VIPs and VVIPs to the Bosasa / African Global group and in particular Mr. Gavin Watson gave the secret projects different names or called it by the individuals name or surname.
20. A quote would be done and this would then be taken to Angelo Agrizzi to be checked and signed. This was company policy that if Angelo Agrizzi's signature was not on the paper it would not get paid. I would then after having the documents signed take all the documents to Jaques Van Zyl. He would not keep copies of the paper work because he knew that it was special projects and no paper work was to be left with anyone except Angelo, he would then



ask me when I would need the cash he would either give it to me the same day or the next morning, if he didn't have the cash or was short of cash he would request it from Petty cash and the form would say to my recollection IOU or entertainment. I would take the moneys and go and pay for the equipment.

21. There was cash accounts opened up so as not to have the companies name reflect on any invoices, the installation would then be done and once the installation was done all paper work invoices photos IP addresses Off site monitoring passwords etc would be given in an envelope to Angelo Agrizzi who said to me under no circumstances do you give the paper work to anyone else. I was also issued with a company credit card with a limit of R10 000.00 to use when I needed it for special projects and I would have to first get conformation first from Gavin Watson or Angelo Agrizzi.

### PROJECT BLOUBERG

22. In or about 2013, this project name was Called Project Blouberg Gavin Watson asked that I attend to the premises of Mrs. Nomvula Mokonyane, whilst Angelo Agrizzi and Gavin Watson were at the premises.
23. I was instructed by Gavin Watson to sort out the Electric Fence, the Generator, the CCTV systems, gate motor and other incidentals such as the pool, the distribution of electricity and lighting on the premises. I also attended to a garden clean up.
24. I was also told by Gavin Watson that this house you make sure that if there's anything that is needed you just fix it and call Angelo Agrizzi and keep him informed and up to date but you just get it fixed and done immediately.



25. Over the years I used to get phone calls from Gavin Watson to say to me he got a call from Mrs. Nomvula Mokonyane and she's complaining about the security and he would say to me just get it sorted out please.
26. Since 2013 we have continued ongoing maintenance on the equipment at Bosasa's expense, these expenses would be paid for in cash by Jacques Van Zyl.
27. Gavin Watson was fully aware as he was the person who instructed that the work must be done at those premises and to always receive priority.
28. This work was on-going for a long period of time and Mr. Jacques van Zyl at the company would have the figures relating to what was spent and done.
29. One of the directors, Papa Leshabane, instructed me to do Gwede Mantashe residences. I gave this project the name Mantashe and these properties were situated at the following places:
- 29.1 Boksburg, Sunward Park House – CCTV – Cameras, Lighting Perimeter, DVR;
  - 29.2 Elliot, Eastern Cape Farm – CCTV – IP System, Lighting; and
  - 29.3 Kala, rural Eastern Cape – House – CCTV – IP System, Lighting.
30. The approximate value of the equipment supplied and work done was R300 000.00.
31. Trevor Matherjwa and Gavin Watson instructed me to attend to the Richards-bay residence of Ms. Dudu Myeni.



32. Trevor and myself flew down to Durban first as there was only one flight out to Richards Bay that morning and we left just after lunch we hired a car in Durban then drove to Richards Bay that afternoon.
33. We visited Dudu Mayeni's residence. I attended to a site survey and measurements as I was instructed that Electric fencing, a full alarm system, beams and cameras had to be installed with off-site monitoring capabilities.
34. Trevor received a call that during the evening the house was burgled, and I believe quite a few items were stolen.
35. The next morning, I was instructed to go past the house first before we left back for Johannesburg.
36. On the flight back from Richards Bay Trevor told me that when we land I must make arrangements to still leave that day with the technicians and I must arrange for all the stock to be collected in Durban at one of the suppliers and ensure that the installation was done as a priority.
37. I made the necessary arrangements and we drove down to Richards Bay that day. While I was doing the installation I was questioned by one of the investigators that was investigating the robbery and I was instructed to explain to them that we were independent contractors and I phoned Trevor to find out what to do and told me under no circumstance do you even mention the Bosasa name. Trevor said that he would call Dudu Mayeni's to sort this out and get her to tell the investigator to leave me alone as I had nothing to do with the robbery. I was merely there to survey and see what was needed for the property.
38. We were instructed that we were not to inform anyone that we were from Bosasa.
39. After the installation was complete we were driving back from Richards Bay when we were almost at the office I received a call from Angelo Agrizzi and I



was told to stay away from the office as there were people there to arrest me in connection with the robbery at the Dudu Mayeni's premises in Richards Bay.

40. Angelo Agrizzi got on the Phone with Trevor and got him to sort it out.

41. We installed the following:

41.1 A full offsite Monitoring CCTV system IP Based cameras;

41.2 Electric Fencing;

41.3 Full Alarm System with beams;

42. This was valued at approximately R250 000.00 which was paid for by Bosasa.

43. In respect of Richmond Mti, I was instructed by Angelo Agrizzi and Gavin Watson to attend to Richmond Mti's premises. In the morning I was on a flight to Port Elizabeth and Gavin Watson was fortuitously on the same flight as me and he said to me that I must please just make sure Richmond Mti's premises gets done quickly and I replied I will get it done Sir. We installed the equipment at the following premises:

43.1 Greenbushes Plot, Eastern Cape – Full 21 strand electric fence was installed perimeter safety lighting; and

43.2 Colchester, Eastern Cape – Full electric fence, Perimeter Lighting – Repair alarm systems.

44. The total value of the above installations was approximately R350 000.00

**PROJECT JONES**



45. In respect of Vincent Smith, the SCOPA Chairman, I called this project Project Jones. I was instructed by Gavin Watson with follow ups by Angelo Agrizzi and I installed and attended to the following:
- 45.1 Roodepoort Residence – Electric Fencing, IP CCTV system;
  - 45.2 Continuous maintenance was done on the electric fence and when the router used to pack up we I would purchase a new one with the company credit card and we would setup the router so that Vincent could see the cameras on his phone;
  - 45.3 There is Video footage of the Bosasa / African Global technicians after I was taken off special projects of them removing the cameras there vehicles can be verified and the registration numbers can be traced back to Bosasa I can provide the names on the video as well if you want.
46. The total value of the above equipment installed was approximately R200 000.00.

#### **PROJECT BRAMLEY**

47. We attended to Project Bramley for Thabang Makgwetla, the Deputy Minister Correctional Services. Gavin Watson called me and he instructed me to keep it confidential I then called up Angelo Agrizzi who was not aware at this stage of Project Bramley but he said to me he would call Gavin Watson and confirm what needed to be done.
48. I attended to the following work:
- 48.1 Maintenance was done on the electric fence and alarm systems after the installation; and



48.2 Full electric fence, alarm system new, IP CCTV Camera system, Cathexis Server, Offsite Monitoring capabilities.

49. The total value of the above was approximately R350 000.00.

### PROJECT PRASA

50. Syvion Dhlamini and Angelo Agrizzi requested that we do a security analysis and installation for a certain Mr. Mbulelo at Randburg. The project name was just Project PRASA we installed the following:

50.1 Alarm System, as well as a full CCTV IP Based System;

50.2 Brand new Gate motor; and

50.3 Intercom system.

51. The total value of the above was approximately R150 000.00

52. Trevor Mathenjwa instructed Angelo Agrizzi, who had to signoff, for me to attend to a Mr. Desmond Nair's premises in Pretoria to do a full evaluation of the security at the house.

53. I recall Angelo was very Cross with Trevor Matenjwa with regards to the survey done at Desmond Nair's premises because there was a project manger by the name of Duets Bejoo that went to Desmond Nair's premises in a Sondolo Uniform and it raised questions with the security company that was protecting the house.

54. I confirm that the following equipment was installed:

54.1 Full electric fence;



54.2 Full alarm system; and

54.3 CCTV IP Based System was installed

55. The approximate value of the above was R200 000.00.
56. Gavin Watson sent me contact details of Mr. Thabang Maketla. Gavin Watson instructed me to remove the serial numbers on the equipment. I informed Angelo Agrizzi that I had a problem with this because if I remove the serial numbers it will have an impact on the warranty if some of the equipment had to go faulty, so I did not remove the serial numbers.
57. All of the equipment that was installed had serial numbers on the equipment and will reflect on the invoices.
58. I confirm that all of the aforementioned systems were paid for by Bosasa Group. Accounts would be opened as cash account in Angelo Agrizzi's name and I would receive the cash from Jacque Van Zyl and Angelo Agrizzi as the company did not want to reflect it on the books. All invoices, photos, IP addresses was handed over to Angelo Agrizzi after each project was completed.
59. I acted under instructions from Gavin Watson, Angelo Agrizzi, Papa Leshabane, Joe Gumede, Trevor Mathenjwa and Syvion Dhlamini.
60. I was always instructed to not disclose to anyone about the installations and work done and Gavin Watson often said to me *"listen to me my mate I'll make sure that you never get another job as I am connected and you being a white male at your age no one will employ you if you talk to anyone about what you do"*.
61. I confirm that what I have set out above is the true and correct state of affairs..



62. I was also taken by the investigators to the Gauteng properties to identify and point out the installations done at the various premises. I noticed that at Mr. Smith's house that my cameras had been removed and new cameras had been installed but that the rest of the equipment is still there. The cameras at Thabang Makgwella's premises had been removed.



RICHARD LE ROUX

The deponent has acknowledged that he knows and understands the contents of this affidavit, which was signed and sworn before me at Florida on this the 28 day of **JANUARY 2019**, the regulations contained in Government Notice no. R1258 of 21 July 1972, as amended, and Government Notice no. R1648 of 19 August 1997, as amended, having been complied with.



COMMISSIONER OF OATHS

Name:

Signature 

Full Name: AHMED KHAN  
Commissioner of Oaths

Address:

Designation: Owner of 3@1 Florida Junction  
Ref No JC/22/10-2017 Johannesburg 14/06/2018

Capacity:

Date 28/01/2019

Place: Florida Park  
Business Address: Florida Junction Shopping Centre,  
Christiaan De Wet Road.



# 2nd Agreement

EXECUTION COPY

Consultancy Agreement

AGREEMENT  
INCORPORATING PROVISIONS REGARDING  
CONSULTANCY AGREEMENT

between

R150000 x 12 x 5  
= R9000000

BOSASA OPERATIONS PROPRIETARY LIMITED

and

+ 10% travel and pension fund.

CONSILIUM BUSINESS CONSULTANTS PROPRIETARY LIMITED

and

LEADING PROSPECTS TRADING 111 PROPRIETARY LIMITED

Lawrence PMT

and

R26000000

GAVIN JOSEPH WATSON

and

R35000000

ANGELO AGRIZZI



Matter ref: 118901  
Our ref: Brian Biebuyck  
Hogan Lovells (South Africa)  
22 Fredman Drive, Sandton, Johannesburg

*[Handwritten signatures and date]*  
17/3/2017  
Hogan Lovells  
*[Signatures: Wahi, m...]*

1. **PARTIES**

1.1 The Parties to this Agreement are:

- (a) Bosasa Operations Proprietary Limited;
- (b) Consillum Business Consultants Proprietary Limited;
- (c) Leading Prospects Trading 111 Proprietary Limited;
- (d) Gavin Joseph Watson; and
- (e) 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 agreement and any schedules hereto, as amended from time to time;

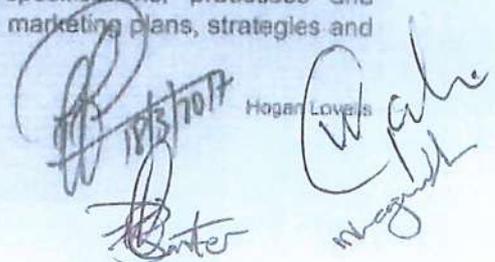
"Angelo" means Angelo Agrizzi, Identity Number 671203 5468 085;

"Bosasa" means Bosasa Operations Proprietary Limited, Registration Number 1981/012426/07, a private company incorporated in accordance with the laws of the RSA;

"Business Day" means any day other than a Saturday, Sunday or official public holiday in the RSA;

"Business" means any business, undertaking or service conducted by any of the Interested Parties, from time to time;

"Confidential Information" means any and all information of and relating to the Interested Parties that is reasonably regarded as confidential, being information not in the public domain, whether such information is oral or written, recorded or stored by electronic, magnetic, electro-magnetic or other form or process or otherwise in a machine readable form, translated from the original form, recompiled, made into a compilation, wholly or partially copied, modified, updated or otherwise altered, or originated or obtained by, or coming into possession, custody control or knowledge of the Interested Parties or their agents, including but without being limited to all inventions, technical data, software, source code, research and development information, records, information and notes, products, know-how, trade secrets, designs, specifications, processes and formulae, planning procedures, techniques or information, marketing plans, strategies and


  
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forecasts, product development plans, financial statements, budgets, prices, costs and financial projections, accounting procedures or financial information, names and details of consumers, clients, suppliers and agents, employee details, software developers and consultants, and like information and any other matters which relate to the business of the Interested Parties and in respect of which information is not readily available to third parties;

**"Consilium"** means Consilium Business Consultants Proprietary Limited, Registration Number 2005/042407/07, a private company incorporated in accordance with the laws of the RSA;

**"Effective Date"** means the Signature Date or 31 March 2017, whichever date first occurs;

**"Gavin"** means Gavin Joseph Watson, Identity Number 480712 5182 083;

**"Interested Parties"** means Bosasa, Consilium, Leading Prospects, all of the companies that comprise the Bosasa Group of Companies and Gavin, and **"Interested Party"** shall mean either of them as the context may require;

**"Leading Prospect"** means Leading Prospect Trading 111 Proprietary Limited Registration Number 2002/017229/07 a private company incorporated in accordance with the laws of the RSA;

**"Parties"** means Bosasa, Consilium, Leading Prospect, 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;

**"Restraint Period"** means a period of 10 (ten) years from 1 April 2017, being the day on which Angelo ceases to be employed by both Bosasa or Consilium;

**"Restricted Business"** means any business, undertaking or service, other than those which are directly or indirectly controlled or undertaken by any of the Interested Parties, and which is similar or related to the Business in any way;

**"Restricted Clients"** means those clients that placed business with any of the Interested Parties during a period of 24 (twenty four) months prior to 1 April 2017, being the day on which Angelo ceases to be employed by both Bosasa or Consilium;

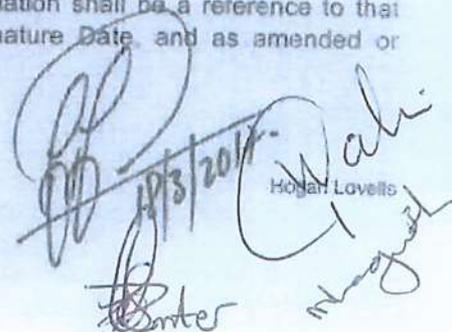
**"RSA"** means the Republic of South Africa;

**"Signature Date"** means the date of signature of this Agreement by the last Party to do so; and

**"Term"** means the term of this Agreement as set out in clause 4;

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;

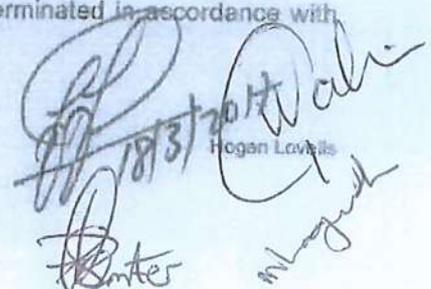

 The bottom right of the page contains several handwritten signatures and a date stamp. A prominent signature is written over a date stamp that reads "17/3/2017". To the right of the date stamp, the name "Wahli" is written in a cursive hand, with "Hogan Lovells" printed underneath it. Below the date stamp, the name "Benter" is written in a cursive hand. To the right of "Benter", another signature is written in a cursive hand.

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- 2.5 if any term is defined within the context of any particular clause in this Agreement, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the meaning ascribed to it for all purposes in terms of this Agreement, notwithstanding that that term has not been defined in this clause 2;
- 2.6 where any number of days is to be calculated from a particular day, such number shall be calculated as excluding such particular day and commencing on the next day. If the last day of such number so calculated falls on a day which is not a Business Day, the last day shall be deemed to be the next succeeding day which is a Business Day;
- 2.7 any reference to days (other than a reference to Business Days), months or years shall be a reference to calendar days, months or years, as the case may be;
- 2.8 expressions defined in this Agreement shall bear the same meanings in the schedules to this Agreement which do not themselves contain their own conflicting definitions;
- 2.9 the use of any expression in this Agreement covering a process available under RSA law such as winding up (without limitation *eiusdem generis*) shall, if any of the Parties is subject to the law of any other jurisdiction, be construed as including any equivalent or analogous proceedings under the law of such defined jurisdiction;
- 2.10 the expiration or termination of this Agreement shall not affect such of the provisions of this Agreement that expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this;
- 2.11 any reference in this Agreement to a Party shall include a reference to that Party's assigns expressly permitted under this Agreement and, if such Party is liquidated or sequestrated or placed under business rescue in terms of Chapter 6 of the Companies Act, 71 of 2008, be applicable also to and binding upon that Party's liquidator, trustee or business rescue practitioner, as the case may be;
- 2.12 any reference in this Agreement to any other agreement or document shall be construed as a reference to such other agreement or document as same may have been, or may from time to time be, amended, varied, novated or supplemented;
- 2.13 the words "include", "including" and "in particular" shall be construed as being by way of example or emphasis only and shall not be construed, nor shall they take effect, as limiting the generality of any preceding word/s; and
- 2.14 the terms of this Agreement having been negotiated, the *contra proferentem* rule shall not be applied in the interpretation of this Agreement.

### 3. BACKGROUND

- 3.1 Angelo is currently employed by Bosasa and Consilium and is a close business associate of Gavin.
- 3.2 Angelo has agreed to resign from and terminate his employment with Bosasa and Consilium, and Gavin, Bosasa and Consilium have accepted Angelo's resignation;
- 3.3 Gavin and Angelo have agreed that Angelo's services be terminated in accordance with the terms recorded below.

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3.4 The Parties accordingly agree as set out below.

4. **TERMINATION OF EMPLOYMENT**

4.1 Angelo hereby resigns from his employment with Bosasa and Consilium with effect 31 March 2017.

4.2 Bosasa and Consilium hereby accept Angelo's resignation of employment as aforesaid.

5. **SEVERANCE**

5.1 In consideration for Angelo agreeing:

(a) to resign his employment with Bosasa and Consilium; and

(b) to be bound by the terms and conditions contemplated in this Agreement,

an amount equal to R26 000 000 (twenty six million Rand) shall be advanced by Consilium to Angelo, and failing Consilium for any reason whatsoever, Leading Prospects shall effect such advance to Angelo ("**Severance Amount**").

5.2 The Severance Amount shall be payable as follows:

5.2.1 R1 000 000 on or before 25 March 2017 by electronic funds transfer, free of any deductions or set-off whatsoever, into a South African bank account nominated in writing by Angelo; and

5.2.2 R15 000 000 on or before 7 April 2017 by electronic funds transfer, free of any deductions or set-off whatsoever, into a South African bank account nominated in writing by Angelo; and

5.2.3 R10 000 000 on or before 30 September 2017 by electronic funds transfer, free of any deductions or set-off whatsoever, into a South African bank account nominated in writing by Angelo.

5.3 The advance of the Severance Amount shall be structured in such a way that it is tax efficient for all the parties involved, and in the event of it being determined that Angelo has breached any of his obligations in terms of this Agreement as determined in accordance clauses 8 and/or 16 below, the aforesaid Severance Amount shall be repayable by Angelo to Consilium and/or Leading Prospects.

6. **CONSULTANCY**

6.1 With effect from the Effective Date Angelo will provide consultancy services to Consilium and Leading Prospects, the extent of which services are to be agreed between Angelo, Consilium and Leading Prospects on an ad hoc basis from time to time, it being envisaged that initially these services will entail a bi-monthly exchange of ideas between Gavin and Angelo, and as further consultancy opportunities evolve, such services will be extended, subject to the review of the extent of such services from time to time ("**Consultancy Agreement**").

6.2 Consilium, and failing Consilium, Leading Prospects, will pay to Angelo a monthly consultancy fee in the gross sum of R150 000.00 (cost to company), ("**Consultancy Fee**") plus retain Angelo on and pay for the medical aid and pension funds of which he is a member on 30 March 2017 in addition to the R150 000 cost to company.

*[Handwritten signatures and dates]*  
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6.3 The Consultancy Fee is to be paid monthly in arrears not later than the 25<sup>th</sup> of each successive month for as long as the Consultancy Agreement endures.

7. **DURATION AND TERMINATION OF THE CONSULTANCY AGREEMENT**

7.1 The Consultancy Agreement shall commence on the Effective Date and shall, subject to the remainder of this clause 7, terminate on the fifth anniversary of the Effective Date, subject to one calendar year's notice being given to so terminate on or before the fourth anniversary of the Effective Date ("**Term**").

7.2 Absent notice of termination being given as aforesaid, the term of the Consultancy Agreement will continue on a year to year basis, subject to one calendar year's notice being given to so terminate, reckoned from the Effective Date.

7.3 The termination of the Consultancy Agreement for any reason whatsoever shall not affect the operation of any provisions of the remainder of the terms of this Agreement to the extent to which they confer rights or impose obligations upon the Parties which are exercisable or enforceable after the date of termination hereof, and such provisions shall, to that extent, continue to be of full force and effect. The termination of this Agreement shall furthermore, subject to the provisions of this Agreement, not prejudice any rights which may have accrued to the Parties as at the said date of termination

8. **DISPUTES IN RELATION TO THE AGREEMENT AND THE CONSULTANCY AGREEMENT**

8.1 No party shall be entitled to summarily terminate the Agreement or the Consultancy Agreement.

8.2 If any dispute arises out of or in connection with the Agreement or the Consultancy Agreement, their implementation or any other breach of any parties rights and/or obligations, or if any party wishes to terminate the Agreement or the Consultancy Agreement (other than in accordance with the provisions of clause 8) (collectively referred to as the "**Dispute**") then the Parties shall follow the procedure set out below:

(a) Angelo or any other Interested Party shall give to Brian Biebuyck ("**Brian**") written notice of the Dispute, setting out its nature and full particulars (**Dispute Notice**), together with any relevant supporting documents. On service of the Dispute Notice, Angelo, any Interested Party and Brian shall meet and attempt in good faith to resolve the Dispute;

(b) If Angelo and any Interested Party are for any reason unable to resolve the Dispute within 20 Business Days of service of the Dispute Notice, then Angelo or any other Interested Party shall be entitled to refer the dispute to arbitration as envisaged and contemplated in terms of clause 16.

9. **RESTRAINT OF TRADE**

9.1 It is recorded that Angelo, in the course of his duties and association with the Interested Parties:

(a) has acquired considerable know-how relating to the Business;

(b) has been responsible for the development of the Business and has acquired considerable know-how with reference to the Business and the operations/conduct of the Interest Parties;

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- (c) has had access to or come into possession of information confidential to the Interest Parties including but not limited to the Confidential Information;
  - (d) has had access to the databases of the Interest Parties and has been intimately concerned with the Business and affairs of the Interest Parties;
  - (e) has had the opportunity and will continue (as consultant) to have the opportunity of learning and acquiring the trade secrets, business connections and other proprietary and confidential information pertaining to the Interest Parties;
  - (f) the Interest Parties have expended considerable time, effort and resources in the development of Confidential Information, confidential records and goodwill over a period of time, which must remain confidential in order to ensure the success of the Business; and
  - (g) through the Business Angelo gained and (as consultant) will continue to gain skill and expertise within the industries associated with the Business.
- 9.2 Angelo acknowledges that, from the Signature Date and until the expiry of the Restraint Period, he will be in a position to compete unfairly with the Interested Parties as a result of the Confidential Information, trade secrets and knowledge about the Business, operations/conduct, customers, employees and trade connections of the Interested Parties that he has acquired or will (as consultant) acquire and through the connections that he has developed at the expense of the Interested Parties.
- 9.3 Angelo accordingly agrees and acknowledges that in order to protect the legitimate business interests of the Interested Parties and in particular the Confidential Information, goodwill and a stable trained workforce of the Interested Parties, it is necessary that he be restrained from carrying on certain activities which would be harmful to the Business and/or the Interested Parties, and that such restraint must be for a period which will adequately serve to protect the Interested Parties from the considerable economic prejudice and substantial and irreversible damage which would potentially be suffered by the Interested Parties were it not to be so restrained.
- 9.4 Angelo warrants and undertakes that he will not:
- (a) with effect from the Signature Date and until the expiry of the Restraint Period, in any capacity whatsoever (including that of principal, proprietor, agent, broker, partner, representative, assistant, trustee or beneficiary of a trust, manager, member of a close corporation, member of a voluntary association, shareholder, director, employee, consultant, contractor, advisor, financier, demonstrator) directly or indirectly be associated or concerned with or interested or engaged in any Restricted Business or entity carrying on any Restricted Business in the RSA or deal with or engage with any Restricted Clients for the purposes of rendering services that compete with the Business in any respect;
  - (b) at any time communicate with or furnish any information or advice to any employee of the Business or to any prospective employer of such employee of the Business for the direct or indirect purpose of inducing or causing such employee to leave the employ of any of the Interested Parties and/or to become employed by or in any way directly or indirectly interested in or associated with any Restricted Business;
  - (c) from the Signature Date and until the expiry of the Restraint Period:

*[Handwritten Signature]*  
 18/3/2014  
*[Handwritten Initials]*

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- (i) persuade, induce, solicit, encourage or cause any employee of the Business to terminate their employment with any of the Interested Parties and/or become employed by or interested in any manner whatever in any Restricted Business;
  - (ii) employ, offer employment to or cause employment to be offered to any employee of the Business, which is not in response to an advertisement for employment; or
  - (iii) communicate with or furnish any information or advice to any supplier or customer of the Interested Parties for the direct or indirect purpose of inducing or causing such person to cease being a supplier or customer of the Interested Parties and/or become a supplier of a Restricted Business.
- (d) Without limiting the generality of the foregoing, Angelo further undertakes and warrants that with effect from Signature Date and until the expiry of the Restraint Period, he will not, in any capacity whatsoever (whether as principal, proprietor, agent, broker, partner, representative, assistant, trustee or beneficiary of a trust, manager, member of a close corporation, member of a voluntary association, shareholder, director, employee, consultant, contractor, advisor, financier, demonstrator or otherwise), in any part of the RSA and whether for reward or not, directly or indirectly undertake or be involved in any Restricted Business.
- (e) Angelo, after due consideration, agrees and acknowledges that:
- (i) having regard to the damages that will result from a breach of any of the restraint undertakings given herein, the restraints and undertakings imposed upon him in terms of this Agreement are fair and reasonable and are necessary as to subject matter, area and duration and are reasonably necessary in order to preserve and to protect the proprietary interests of the Interested Parties;
  - (ii) he has entered into this Agreement freely and voluntarily and that no circumstances exist for its alleging either now or at any future time that he was at a disadvantage in agreeing to the restraint undertakings contained herein or was in anything other than an equal bargaining position with Interested Parties in agreeing to such restraint undertakings;
  - (iii) notwithstanding the manner in which the restraints in this clause 9 and the areas comprising the RSA have been grouped together or described geographically, each of them constitutes a separate and independent restraint, divisible and severable from each of the other restraints and separately enforceable, in regard to all aspects thereof including:
    - (1) each month from the Signature Date until the expiry of the Restraint Period;
    - (2) each province, division or council area, municipal area, magisterial district, town and locality falling within the RSA;
    - (3) each capacity in relation to the Restricted Business which Agrizzi is prohibited from undertaking in terms of this Agreement; and
    - (4) no restraint or combination of restraints shall be limited by reference to or inference from any other restraint or combination of


  
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restraints, provided however that the invalidity or unenforceability of any one or combination of restraints contained in this Agreement shall not affect the validity and enforceability of the other restraints contained in this Agreement or any combination of such restraints.

- (f) Angelo has given the restraint undertakings herein contained notwithstanding that he acknowledges that those restraints may limit the employment and investment opportunities available to him, thereby potentially limiting his income earning capacity.
- (g) Angelo agrees that should he at any time dispute the reasonableness of any of the restraint undertakings herein contained, then the onus of proving such unreasonableness will be on him.

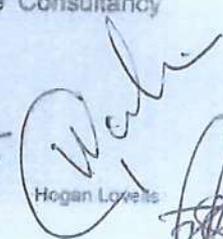
#### 10. NON-DISCLOSURE UNDERTAKINGS

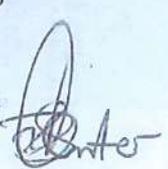
- 10.1 Angelo shall not, at any time whatsoever, whether directly or indirectly, use, divulge or disclose any Confidential Information, to any third party except as required by the Interested Parties.
- 10.2 On request by any Interested Party, Angelo shall forthwith return to such Interested Party, all Confidential Information and records. Angelo shall not retain any copies of same or any extracts therefrom, in any form whatsoever, upon the surrender thereof by him to the aforementioned Interested Party.
- 10.3 Angelo hereby acknowledges that the Confidential Information has a substantial proprietary and monetary value to the Interested Parties, and such parties will suffer substantial damages if the foregoing are used in an unauthorised manner or disclosed other than in accordance with the provisions of this Agreement.
- 10.4 Angelo acknowledges that the confidentiality undertakings given by him in this clause 10 shall remain in force indefinitely, notwithstanding the termination of this Agreement or the Consultancy Agreement, for any reason whatsoever.
- 10.5 Where Angelo is uncertain as to whether any information is confidential, he shall in writing request a ruling from Brian, and failing him, any Interested Party, which ruling Angelo agrees to abide by.
- 10.6 Should Angelo at any stage become aware of any improper disclosure or the use of Confidential Information by any other person, Angelo will immediately bring the matter to the attention of Brian and the Interested Parties.
- 10.7 The terms hereof shall remain confidential between the parties and the witnesses to this agreement, and no party shall be entitled, other as may be required in law, to disclose the terms hereof to any other person or party

#### 11. CONFLICTS

In any instance where there is a conflict between a provision (be it expressed, implied or tacit) of this Agreement or the Consultancy Agreement respectively and any other agreement, as the case may be, the provision of this Agreement or the Consultancy Agreement respectively shall prevail to the extent of the conflict.

  
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## 12. GENERAL WARRANTIES

Each Party represents and warrants to the other Party that, other than as expressly provided for to the contrary:

- 12.1 it has the necessary power and legal capacity to enter into and perform its obligations under this Agreement and all matters contemplated herein, to sue and be sued in its own name, to carry on the business which it conducts and to own its assets;
- 12.2 It has taken all necessary corporate and/or internal action to authorise the execution and performance of this Agreement;
- 12.3 the provisions of this Agreement are and shall remain legally binding on it and the obligations imposed on it pursuant to this Agreement constitute its legal, valid and binding obligations, enforceable in accordance with their terms; and
- 12.4 the execution of this Agreement and performance of its obligations hereunder does not and shall not:
- (a) contravene any law or regulation to which it is subject;
  - (b) contravene any provision of its constitutional documents; or
  - (c) conflict with, or result in a breach of any of the terms of, or constitute a default under any agreement or other instrument to which it is a party, or any licence or other authorisation to which it is subject, or by which it or any of its property or revenues are bound,

so as to prevent it from performing its obligations under this Agreement.

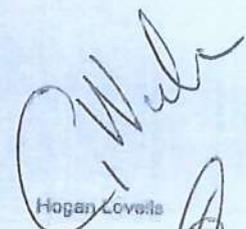
## 13. NOTICES AND DOMICILIA

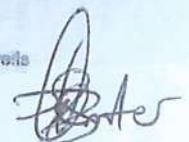
13.1 The Parties choose as their *domicilia citandi et executandi* their respective addresses set out in this clause for all purposes arising out of or in connection with this Agreement at which addresses all processes and notices arising out of or in connection with this Agreement, its breach or termination may validly be served upon or delivered to the Parties.

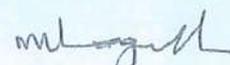
13.2 For purposes of this Agreement, the Parties' respective addresses shall be:

- (a) Bosasa at: 1 Windsor Road, Luipaardsvlei, Mogale City  
E-mail: natasha.olivier@bosasa.com  
Attention: Gavin Watson;
- (b) Consillum at: 774 Waterval Road, Little Falls, 1724  
E-mail: natasha.olivier@bosasa.com  
Attention: Gavin Watson;
- (c) Leading Prospects at: 1 Windsor Road, Luipaardsvlei, Mogale City  
E-mail: natasha.olivier@bosasa.com  
Attention: Gavin Watson

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Hogan Lovells





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- (d) Gavin at: c/o Mogale Business Park, 1 Windsor Road, Luipaardsvllei,  
Mogale City  
E-mail: gavin.watson@bosasa.com  
Attention: Gavin Watson; and
- (e) Angelo at: 97 Helderfontein Estates, Cnr William Nicol and Broadacres,  
East Fourways, Gauteng  
E-mail: [angelo.agrizzi@me.com](mailto:angelo.agrizzi@me.com)  
Phone: 082 902 8091  
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*.

13.3 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.

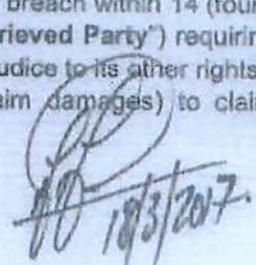
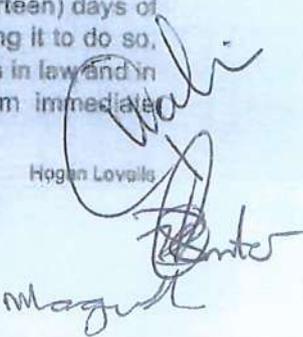
13.4 Notwithstanding anything to the contrary contained or implied in this Agreement, a written notice or communication actually received by one of the Parties from another including by way of electronic mail shall be adequate written notice or communication to such Party.

#### 14. CO-OPERATION AND GOOD FAITH

- 14.1 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.
- 14.2 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.
- 14.3 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.

#### 15. BREACH

Subject to clauses 8 and 16, 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

  
18/3/2017  
Hagen Lovalls  


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payment and/or specific performance by the Defaulting Party of its obligations at the date of default.

**16. ARBITRATION**

Any dispute, controversy or claim arising out of or relating to this Agreement, its interpretation, execution, the termination of or invalidity thereof, shall, at Consillium's cost, 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 0.

**17. INDEPENDENT ADVICE**

Each of the Parties to this Agreement hereby acknowledges and agrees that:

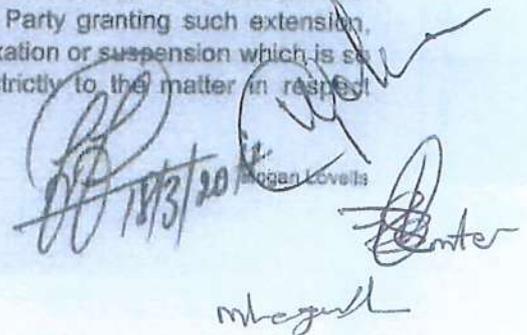
- 17.1 it has been free to secure independent legal and other professional advice (including financial and taxation advice) as to the nature and effect of all of the provisions of this Agreement and that it has either taken such independent advice or has dispensed with the necessity of doing so; and
- 17.2 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.

**18. GOVERNING LAW**

- 18.1 This Agreement shall in all respects (including its existence, validity, interpretation, implementation, termination and enforcement) be governed by the law of the RSA.
- 18.2 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.

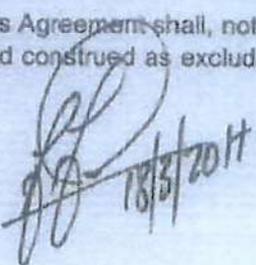
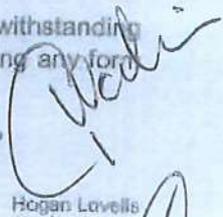
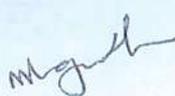
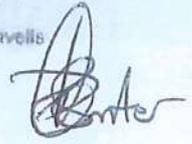
**19. WHOLE AGREEMENT, NO AMENDMENT**

- 19.1 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.
- 19.2 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.

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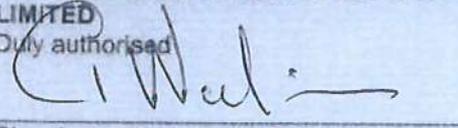
- 19.3 No oral *pactum de non petendo* shall be of any force or effect.
- 19.4 No extension of time or waiver or relaxation of any of the provisions or terms of this Agreement or any agreement, bill of exchange or other document issued or executed pursuant to or in terms of this Agreement, shall operate 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.
- 19.5 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.
20. **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).
21. **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*.
22. **COSTS**
- 22.1 Consilium, failing which, Leading prospects, shall bear the costs of and incidental to the negotiation, preparation and execution of this Agreement.
- 22.2 Provided that Angelo is not in breach of his obligations in terms of the Agreement and/or the Consultancy Agreement, Consilium, failing which, Leading Prospects shall pay all and any legal fees and disbursements that Angelo may incur or in the future incur in relation to any legal matter whatsoever and howsoever arising from his employment with Bosasa and/or Consilium
23. **SEVERANCE**
- 23.1 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.
- 23.2 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.
24. **SIGNATURE**
- 24.1 This Agreement is signed by the Parties on the dates and at the places indicated below.
- 24.2 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.


  
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 Hogan Lovells
 


- 24.3 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.
- 24.4 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.
- 24.5 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.
- 24.6 The persons signing this Agreement in a representative capacity warrant their authority to do so.

SIGNED at Clearwater on this 19 day of March 2017

For: **BOSASA OPERATIONS PROPRIETARY LIMITED**  
Duly authorised

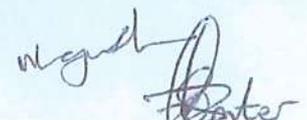


Signature

Gavin Joseph Watson  
Name of Signatory

Chief Executive Officer  
Designation of Signatory

  
Megan Lovells

  
Boster

SIGNED at Krugersdorp on this 19 day of March 2017

For: **CONSILIUM BUSINESS CONSULTANTS PROPRIETARY LIMITED**  
Duly authorised

Margaret  
Signature

Margaret Dorothy Longworth  
Name of Signatory

Director  
Designation of Signatory

SIGNED at Clear Water on this 19 day of March 2017

For: **LEADING PROSPECTS TRADING 111 PROPRIETARY LIMITED**  
Duly authorised

G. Watson  
Signature

Gravin Joseph Watson  
Name of Signatory

Chief Executive Officer  
Designation of Signatory

[Signature]  
18/3/2017  
Hogan Lovells  
[Signature]  
Director

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SIGNED at Clearwater on this 19 day of March 2017

GAVIN JOSEPH WATSON

*G. Watson*

Signature

*Enter*

WITNESS

SIGNED at Springton on this 19 day of March 2017

ANGELO AGRIZZI

*Angelo Agrizzi*

Signature

WITNESS

*Watson*  
*19/3/2017*  
Hogan Lovells  
*mg*  
*Enter*



# MAPHALLA MOKATE CONRADIE

INCORPORATED / INGELYF

· FORMERLY MOTLA CONRADIE INC/ING ·

NO 1998/001201/21

ATTORNEYS | NOTARIES | CONVEYANCERS

PROKUREURS | NOTARISSE | AKTEVERVAARDIGERS

BABUELEDI | BAEMEDI

Your reference		
Our reference		<b>Ms T Conradie /Ms C Maphalla</b>
Date		11 May 2021

**BEFORE THE JUDICIAL COMMISSION OF ENQUIRY INTO STATE  
CAPTURE, CORRUPTION AND FRAUD IN THE PUBLIC SECTOR  
INCLUDING ORGANS OF STATE**

**(HELD AT JOHANNESBURG)**

In the evidence of: -

**KEVIN WAKEFORD**

Evidence giver

In re the allegations of: -

**ANGELO AGRIZZI**

Evidence giver

**FRANS HENDRIK STEYN VORSTER**

Evidence giver

---

**SUBMISSIONS MADE ON BEHALF OF MR KEVIN WAKEFORD**

---

**DIRECTORS / DIREKTEURE:** TERESA CONRADIE B IUR LLB (UP) KHUMO F. MOKATE LLB (UP) CRYSTAL MAPHALLA LLB (UP) LLM (UP)  
**PROFESSIONAL ASSISTANT:** URSULA KAMINETH LLB (NWU)

**HEAD OFFICE / HOOFKANTOOR:**  
Suite 1, Peak House, 453 Winifred Yell Street,  
Garsfontein, Pretoria. 0002

**TEL** 012 369-6200

**CELL / SEL:** 0837231537 / 0784217569 / 0828802163  
**INTERNATIONAL: (Tel)** +27 12 369-6200

**BEE RATING : 2**

**E-MAIL | EPOS** creator@law.co.za

**Web** | <http://www.motlaconradie.co.za>

P.O. Box 4665, PRETORIA, 0001  
DOCEX 268, PRETORIA,  
LODGEMENT NO | INDIENINGSNR 357  
**VAT - 4870177047**

## INTRODUCTION

1. Mr Kevin Wakeford (“**Wakeford**”) gave evidence before the above Commission (“**the Commission**”) and the learned Chairperson, Deputy Chief Justice R Zondo (“**the learned Chairman**”) on Thursday, 6 May 2021.
2. Contained in his evidence affidavit prepared for the leading of his evidence are quotations and extracts taken from the transcript of the record of proceedings in the s 417 inquiry into the affairs of the company known as BOSASA in liquidation.
3. The evidence extracted relates to the testimony of three persons who have given evidence before this commission. They are Messrs Angelo Agrizzi, Frans Vorster and Andries van Tonder (the Chief Financial Officer of the erstwhile BOSASA).
4. The relevance of the evidence is that Agrizzi and Vorster give evidence in the s 417 enquiry which materially contradicts the evidence they have given before the learned commissioner in this commission, and the evidence of Van Tonder materially contradicts the evidence of Agrizzi and Vorster and supports the evidence of Wakeford.
5. Three extracts are relied on in respect of Van Tonder, referenced in Wakeford’s evidence affidavit at paragraphs 85 and annexure “EA48”; paragraph 233 and annexure “EA52”; and paragraph 260 and annexure “EA53”. Three extracts are referenced in respect of Agrizzi, at paragraph 235 and annexure “EA231”; paragraph 251 and annexure “EA234”; and paragraph 271 and annexure “EA238”. One extract is relied on in respect of Vorster at paragraph 256 and annexure “EA260”.
6. The annexures/extracts total approximately 19 pages, out of no doubt thousands of pages before the learned commissioner in the 417 inquiry.
7. It appeared from the events on Thursday, 6 May 2021 that Agrizzi and the liquidator object to the admission of these extracts of the testimony of the aforesaid persons in the State Capture Commission.

## RELEVANT BACKGROUND

8. It is submitted that there are certain preceding facts which need to be born in mind from the outset.
9. Commission investigator Frank Dutton, in his affidavit to the commission, and recited by Adv Pretorius to the commission on 16 January 2019, says on page 2 of

his affidavit, annexed marked “EA8” to Wakeford’s evidence affidavit: -

*“Since September 2018 I have met and interviewed Mr Agrizzi on numerous occasions.”*

10. Accordingly, the Commission secretariate had four months in which to comply with its own rule 3.3.
11. However, Agrizzi suddenly commenced giving his evidence on 16 January 2019 prior to the Commission having the opportunity to issue Wakeford and others purportedly implicated by him, with notices in terms of its Rule 3.3.
12. Rule 3.3 of the rules governing the commission was included to protect individuals against fabricated, exaggerated or distorted evidence, to afford an implicated person the right to make representations to the Commission **before** such evidence is lead, given particularly, that allegations are heard on live television, and have profoundly serious ramifications for implicated persons.
13. In persuading the Chairman to allow Agrizzi and Vorster to give evidence without compliance with the Commissions Rule 3.3, Pretorius SC noted and accepted on the first day of Agrizzi’s evidence on 16 January 2019 that the veracity of Agrizzi’s evidence had not been tested by the Commission yet, stating:

*“The evidence could, in theory at least, be entirely fabricated. It could be exaggerated or distorted. It could be motivated by improper motives or it could be reliable and true and correct in part, material part or as a whole.”<sup>1</sup>*

14. On 16 January 2019 Pretorius SC further stated:<sup>2</sup>

*“The issues that we have considered, as I have said, weighing up the public interest, the duties of the Commission, its transparent nature, the rights of the public to know what is happening and the evidence to be given as against the right to prior notice. The right to defend, the right to cross-examine, the right to put up contrary versions is merely delayed, it is not removed.”*

15. Pretorius SC claimed on numerous occasions on 16 January 2019, that Agrizzi’s evidence should be heard as it was a matter of “*public interest*”.
16. The Constitutional Court ruled in its judgment of 28 January 2021, in Secretary of the Judicial Commission of Inquiry into Allegations of State Capture, Corruption and Fraud in the Public Sector including Organs of State v Zuma,<sup>3</sup> that it is not sufficient

<sup>1</sup> See Commission record annexed to Wakeford’s evidence affidavit marked at “EA9”.

<sup>2</sup> See Wakeford’s evidence affidavit, annexed marked “EA11” thereto.

<sup>3</sup> (CCT 295/20 [2021] ZACC 2)

that a matter be of “*public interest*” to limit a person’s fundamental freedoms and rights, but that it should be of “*public concern*”, stating:

*“[15] It cannot be gainsaid that the Commissions Act authorises serious limitations of fundamental freedoms and rights guaranteed by the Bill of Rights. **To mitigate the intrusion upon individual rights, the Act restricts its application to a commission established “for the purpose of investigating a matter of public concern”** ... (sic)*

*[18] In the context of the Commissions Act, **a matter is of public concern if it evokes public anxiety or worry and interest.** The presence of one or the other of these features does not constitute public concern. With the help of a dictionary meaning, this Court in SARFU III stated:*

*“The Oxford English Dictionary defines the term ‘concern’ as ‘anxiety or worry; or matter of interest or importance to one’. The first meaning given is the meaning of ‘worry or anxiety’. The second meaning is a matter of interest or importance. In our view, ‘public concern’, as it is used in the Commissions Act, should be interpreted in a way which involves both the notion of ‘anxiety’ and ‘interest’. **A matter of public concern is, therefore, not a matter in which the public merely has an interest, it is a matter about which the public is also concerned. ‘Public concern’ in this context is therefore a more restricted notion than that of public interest.**”*

17. It is submitted that it was not possible for Pretorius SC to motivate that Agrizzi’s evidence was of “public concern”, and therefore a matter about which the public had sufficient worry or anxiety, because Agrizzi’s evidence was not known to the public then, and only became known to the public through the Commission itself, and Agrizzi’s giving of evidence before it.
18. The Commission, therefore, as it pertains to Agrizzi, was not investigating a matter of public concern, but rather it was Agrizzi who manipulated the Commission to create the public concern, defying the Commissions Act which “*restricts its application to a commission established “for the purpose of investigating a matter of public concern”*”.
19. In the result the Commission was persuaded to allow Agrizzi and Vorster to give implicative evidence in respect of numerous persons without compliance with the Commissions Rule 3.3 and Agrizzi was afforded a national platform to defame and injure Wakeford in January 2019.
20. On or about 20 January 2019, Wakeford read an unsigned copy of: Agrizzi’s statement to the Commission, on social media (WhatsApp), in which Agrizzi purported to implicate him in alleged corrupt activities concerning Bosasa.

21. Regarding Vorster's evidence, Agrizzi testified that Vorster would testify further in relation to certain of his evidence.<sup>4</sup>
22. Wakeford was also not advised in terms of Rule 3.3 in relation to Vorster's evidence either. On 30 January 2019 Vorster attempted to shore up Agrizzi's evidence.
23. By 25 February 2019 Wakeford had made application to the Commission to cross-examine Agrizzi and Vorster, to give his own evidence in rebuttal and to make written submissions in due course.
24. The consequences for implicated persons, and indeed Wakeford, of having their names and characters defamed in the most public of forums by Agrizzi, without the immediate right to challenge and test the veracity to these allegations before they are published or at least in the same public forum, have been dire.
25. Only 28 months later has Wakeford's rebuttal been heard by the Commission.
26. The matter is now most definitely one of "**public concern**" as set out in Secretary of the Judicial Commission of Inquiry into Allegations of State Capture, Corruption and Fraud in the Public Sector including Organs of State v Zuma.
27. Wakeford has given evidence supported by evidence that at the very least casts serious doubt over the veracity of everything Agrizzi and Vorster testified about Wakeford and at least two others, namely Pappadakis and Radhakrishna, before the Commission.
28. Apart from the inherent admissibility of the extracts, the interests of justice are compelled by the facts aforesaid.
29. It was during the course of Wakeford giving his evidence that Agrizzi's counsel objected to the admissibility of the s 417 extracts as well as the liquidator, Mr Cloete Murray, and his legal representatives, who had arrived at the commission in the interim, no doubt at the behest of Agrizzi.

## **SECTION 417**

30. Section 417 deals with the summoning and examination of persons as to the affairs of a company in liquidation. It reads in relevant part as follows: -

***"417. Summoning and examination of persons as to affairs of company***

- (1) *In any winding-up of a company unable to pay its debts, the Master of the Court may, at any time after a winding-up order*

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<sup>4</sup> See annexure to Wakeford's evidence affidavit marked at "EA10".

*has been made, summon before him or it any director or officer of the company or person known or suspected to have in his possession any property of the company or believe to be indebted to the company, or any person whom the Master or the Court deems capable of giving information concerning the trade, dealings, affairs or property of the company.*

- (1A) *Any person summoned under subsection (1) may be represented at his attendance before the Master or the Court by an attorney with or without counsel.*
- (2) (a) *The Master or the Court may examine any person summoned under subsection (1) on oath or affirmation concerning any matter referred to in that subsection, either orally or on written interrogatories, and may reduce his answers to writing and require him to sign them.*
- (b) *Any such person may be required to answer any question put to him or her at the examination, notwithstanding that the answer might tend to incriminate him or her and shall, if he or she does so refuse on that ground, be obliged to so answer at the instance of the Master or the Court: Provided that the Master or the Court may only oblige the person in question to so answer after the Master or the Court has consulted with the Director of Public Prosecutions who has jurisdiction.*
- (c) *An incriminating answer or information directly obtained, or incriminating evidence directly derived from, an examination in terms of this section shall not be admissible as evidence in criminal proceedings in a court of law against the person concerned or the body corporate of which he or she is or was an officer, except in criminal proceedings where the person concerned is charged with an offence relating to –*
- (i) the administering or taking of an oath or the administering or making of an affirmation;*
  - (ii) the giving of false evidence;*
  - (iii) the making of a false statement;*
  - (iv) a failure to answer lawful questions fully or satisfactorily.*
- ...
- (7) *Any examination or enquiry under this section or section 418 in any application therefor shall be private and confidential, unless the Master or the Court, either generally or in respect of any particular person, directs otherwise.”*

**BRIEF SUBMISSIONS**

31. The issue before the learned Chairman does not concern access to the extracts. It concerns the admissibility of the evidence already before the learned Chairman, albeit that same has not yet been heard by the public.
32. Indeed, *in casu* the Master of the High Court has consented to disclosure of the extracts for utilization in the “*Zondo Commission*”. This consent is annexed hereto marked “**A**”.
33. Wakeford has placed the relevant parts of the transcript of the record of proceedings before the Commission and seeks that they be found admissible by the learned Chairperson.
34. It is submitted with respect that the question of admissibility is distinct from the question of access to the evidence which Wakeford seeks found admissible.
35. It is submitted that section 417 falls to be interpreted in accordance with its purposes and the liquidator’s duties, namely, to determine and realise as many assets as possible and to assist the Master to expose any offences, to determine if directors are to be disqualified, and to determine the cause of failure of the company, where applicable.
36. Pursuant to subsection (2)(b), the evidence of a witness at an examination or enquiry is admissible only against himself, for example the evidence given by a director of a company is not admissible against the company.<sup>5</sup>
37. The admissibility or inadmissibility, of evidence given at a s 417 or s 418 enquiry, in proceedings, other than criminal proceedings, rests on the general principles of the law of evidence rather than on the provisions of the Companies Act.<sup>6</sup>
38. It is submitted that a court may permit a litigant to rely on evidence given by X at a s 417 enquiry for purposes of making out a case against Y, provided that it would be in the interest of justice and having regard to the requirements laid down in s 3 of the Law of Evidence Act, No. 45 of 1998, see Engelbrecht N.O. and Others v Van Staden and Others.<sup>7</sup>
39. Van Zyl and Another N.N.O. v K N.O. and Others<sup>8</sup> supports the *dictum* in the

<sup>5</sup> Simmons N.O. v Gilbert Hamer & Co Ltd 1963 (1) SA 897 (N) at 916 – 918 (unaffected by the reversal of this case of appeal 1963 (4) SA 656 (A). See further the cases in Henochsberg on the Companies Act, vol 1, 5<sup>th</sup> edition, vol 2, issue 13, APPL-268.

<sup>6</sup> Engelbrecht N.O. and Others v Van Staden and Others (8318/2011) [2011] ZAWCHC 447 (6 December 2011), paragraph 20. See further the remarks in Henochsberg, vol 2, issue 13, APPL-268.

<sup>7</sup> See Engelbrecht N.O. and Others v Van Staden and Others (8318/2011) [2011] ZAWCHC 447 (6 December 2011), paragraph 21.

<sup>8</sup> 2014 (4) SA 452 (WCC), paragraph 44.

Engelbrecht N.O. case *supra*.

40. The evidence is admissible to prove what the witness stated during examination or enquiry and may be used to cross-examine him.<sup>9</sup> It does not however, constitute proof of the facts revealed by the evidence.<sup>10</sup>
41. It is submitted that the Chairman has a discretion whether to allow the record of the enquiry to be used for the purposes of cross-examination or otherwise.

Your faithfully



**MAPHALLA MOKATE CONRADIE INC**

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<sup>9</sup> Cordiant ... at 397 and cases referred to therein.

<sup>10</sup> Du Plessis N.O. v Oosthuizen; Du Plessis N.O. v Van Zyl 1995 (3) SA 604 (O) at 621; Engelbrecht N.O. and Others v Zuma and Others [2015] 3 All SA 590 (GP) paragraph 47.

" A "

IN THE LIQUIDATION OF-

**AFRICAN GLOBAL OPERATIONS (PTY) LTD (IN LIQUIDATION)**

**(MASTER'S REFERENCE: G155/2019)**

(referred to as "the company")

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**CONSENT OF THE MASTER OF THE HIGH COURT IN TERMS OF SECTION 417 AND 418 OF THE COMPANIES ACT 61 OF 1973 AS READ WITH ITEM 9 OF SCHEDULE 5 OF THE COMPANIES ACT 71 OF 2008 IN RESPECT OF THE DISCLOSURE OF EVIDENCE AND TRANSCRIPTS OF 15 FEBRUARY 2020 AND 02 OCTOBER 2020 TO THE SOLE MEMBER OF AFRICAN GLOBAL HOLDINGS (MR JARED WATSON).**

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The Master hereby consents to the disclosure of the evidence/transcript of the 15<sup>th</sup> February 2020 and 02<sup>nd</sup> of October 2020 to the sole director of African Global Holdings for purpose of utilization in the Zondo Commission.



**MR R MAPHAHA  
DEPUTY MASTER OF THE HIGH COURT OF SOUTH AFRICA  
(GAUTENG DIVISION, JOHANNESBURG)**





# MAPHALLA MOKATE CONRADIE

INCORPORATED / INGELYF

· FORMERLY MOTLA CONRADIE INC/ING ·

NO 1998/001201/21

ATTORNEYS | NOTARIES | CONVEYANCERS    PROKUREURS | NOTARISSE | AKTEVERVAARDIGERS    BABUELEDI | BAEMEDI

Your reference		
Our reference		<b>Ms T Conradie /Ms C Maphalla</b>
Date		12 May 2021

**BEFORE THE JUDICIAL COMMISSION OF ENQUIRY INTO STATE  
CAPTURE, CORRUPTION AND FRAUD IN THE PUBLIC SECTOR  
INCLUDING ORGANS OF STATE  
(HELD AT JOHANNESBURG)**

In the evidence of: -

**KEVIN WAKEFORD**

Evidence giver

In re the allegations of: -

**ANGELO AGRIZZI**

Evidence giver

**FRANS HENDRIK STEYN VORSTER**

Evidence giver

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## RESPONSE SUBMISSIONS MADE ON BEHALF OF MR KEVIN WAKEFORD

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**DIRECTORS / DIREKTEURE:** TERESA CONRADIE B IUR LLB (UP) KHUMO F. MOKATE LLB (UP) CRYSTAL MAPHALLA LLB (UP) LLM (UP)  
**PROFESSIONAL ASSISTANT:** URSULA KAMINETH LLB (NWU)

**HEAD OFFICE / HOOFKANTOOR:**  
Suite 1, Peak House, 453 Winifred Yell Street,  
Garsfontein, Pretoria. 0002

**TEL** 012 369-6200

**CELL / SEL:** 0837231537 / 0784217569 / 0828802163  
**INTERNATIONAL: (Tel)** +27 12 369-6200

**BEE RATING : 2**

**E-MAIL | EPOS** creator@law.co.za

**Web |** <http://www.motlaconradie.co.za>

P.O. Box 4665, PRETORIA, 0001  
DOCEX 268, PRETORIA,  
LODGEMENT NO | INDIENINGSNR 357  
**VAT - 4870177047**

## INTRODUCTION

1. In regard to the issue of admissibility of certain evidence put up by Mr Kevin Wakeford ("**Wakeford**") arising between the various parties concerned, submissions were received on behalf of the following persons: -
  - 1.1. The joint liquidators of African Global Operations (Pty) Ltd (in liquidation) ("**the liquidators**");
  - 1.2. Messrs Agrizzi, Vorster and Van Tonder;
  - 1.3. African Global Holdings (Pty) Ltd and Mr Jared Watson ("**Watson**").
2. Over and above the submissions already made on behalf of Wakeford, the following submissions are made in response to the submissions by the aforesaid parties.

## PROLOGUE

3. The submissions made on behalf of Agrizzi, Vorster and Van Tonder are very little more than a repeat (in very concise terms) of the argument advanced on behalf of the liquidators.
4. In 28 pages of the submissions on behalf of the liquidators, the focus is little more than an attack on the actions of Watson. Watson deals herewith in his submission on behalf of AGH.
5. The submission that Wakeford required permission to disclose the evidence he came into possession of, to the commission is misguided and has no merit.
6. It is submitted that Wakeford did not need permission to place before the learned chairman admissible evidence. Even if the evidence came into Wakeford's possession unlawfully (which is denied) he did not require anybody's permission or consent to put it up. The chairman has a discretion to admit it.
7. Interestingly, in the attack on Wakeford on behalf of Agrizzi, Vorster and Van Tonder, the submission is made, without any justification or authority, that Wakeford has committed serious unlawful breaches of the provisions of the 1973 Companies Act (vide paragraph 10, p 4). It is submitted that this submission is absurd.
8. The submissions on behalf of the liquidators as well as Agrizzi, Vorster and Van Tonder are heavily dependent on factual material that is not all supported by evidence.

9. While the submissions on behalf of the aforementioned persons focus on section 417, its secrecy provisions and related information, none of them address admissibility.
10. Probably the most remarkable submission on behalf of the liquidators is to be found in paragraph 70 at p 25 of their submissions, where it is stated without any substantiation whatsoever that: -

*“70. If the matters on which testimony was given pursuant to the enquiry [in the context of the submissions this can only be a reference to the approximately 19 pages of extracts annexed to Wakeford’s evidence affidavit, of which far less is extracted and quoted in Wakeford’s evidence affidavit] finds its way into the public domain, it would jeopardise the entire enquiry and the liquidators’ ability to:*

*70.1 interrogate everyone capable of giving information concerning the assets, trade, dealings and affairs of Bosasa with specific reference to the amounts and assets to be recovered by the liquidators pursuant thereto; and*

*70.2 pursue repayment of dissipated funds for return of the dispossessed Bosasa assets.*

*71. Allowing such evidence to find way into the public domain will set a precedent that will effectively nullify what has been achieved pursuant to the enquiry to date, at a significant expense to the insolvent estate of Bosasa and its creditors and subvert the entire purpose of section 417(7).”*

This submission is not, and in our submission can never be, supported by the facts before the learned chairman. It is not explained and falls to be rejected.

11. Apart from the fact that the aforementioned submission on behalf of the liquidators is unmeritorious and does not deal with the extracts of evidence and explain precisely why the submission is made, the submission ignores the following:
12. Agrizzi, Vorster and Van Tonder claim to be whistle-blowers. After all, as whistle-blowers surely Agrizzi, Vorster and Van Tonder were not forced to give the evidence before the 417 inquiry even if subpoenas were issued. One must ask if they really required privacy and confidentiality after giving their evidence such as they did before the commission? Did they really give their evidence on any guarantee that the evidence would not be disclosed? If they did, how is it that the liquidators themselves refer to these men as whistle-blowers in their submissions to the chairman?

13. And what precisely is the concern of the liquidators? Does the evidence truly expose anything that should or must stay secret? If so, why don't they say so? The liquidators simply do not say why this evidence must not find its way into the public domain.
14. The liquidators purport to rely on principle, but it is submitted that their knee-jerk and dramatic objection to the actual evidence in which they show no substantial let alone legal interest, is unjustified.
15. Most surprising is that Agrizzi, Vorster and Van Tonder apparently object. Surely, if they are not lying, then what they said at the 417 enquiry is consistent with what they have said at the commission. Surely it would bolster their evidence "*in the interest of justice and truth*" as whistle-blowers, which they gave before the commission. Isn't that what one would expect from them?
16. What is also of moment is how Agrizzi in particular appears to 'solemnly' rely on the provisions of section 417 but has shown little to no regard for the rules of the Commission requiring permission before making public, information and evidence obtained through the Commission and even less regard for the learned Chairman himself. Here reference is made to Agrizzi's publishing of the Preliminary Investigation Report of the commission's investigators, recently. Agrizzi, like all other persons to whom the investigators gave the Preliminary Investigation Report, was referred to the specific rules which prohibited that the report be divulged to any other persons.
17. The learned Chairman will recall that on 9 October 2019 when he made a specific ruling in relation to the media and the publication of Commission material, Agrizzi was sitting in the commission before the learned chairman.

## THE MATERIAL ISSUES

18. The only issue before the learned Chairman is admissibility of the evidence tendered by Wakeford.
19. How Wakeford came into possession of the evidence, is relevant as only one factor. This is dealt with below.
20. Watson's desire to disclose the evidence to Wakeford was referred by the learned commissioner Joffe in his ruling of 9 October 2020, as possibly laudable (vide paragraph 13, p 16). Watson demonstrates that at all material times he intended to act lawfully in disclosing the evidence to Wakeford. Although Wakeford is not in contravention of any provision or rule and has not acted unlawfully, the facts demonstrate that he too at all material times had every intention of placing the evidence before the Commission without controversy.

21. The submissions advanced on behalf of the liquidators and Agrizzi, Vorster and Van Tonder do not even consider the admissibility of this evidence before the commission. The evidence is not even mentioned let alone dealt with. To this extent they are, with respect, being singularly unhelpful to the learned Chairman.
22. The only material issue is whether or not the evidence placed before the Commission ought to be found admissible by the learned Chairman.

## LEGAL PRINCIPLES

23. Privacy, like other rights, is not absolute.<sup>1</sup>
24. As opined by Madlanga J on behalf of the entire Constitutional Court in Gaertner and Others v Minister of Finance and Others:<sup>2</sup> -

*“[49] Privacy, like other rights, is not absolute. As a person moves into communal relations and activities such as business and social interaction, the scope of personal space shrinks. This diminished personal space does not mean that, once people are involved in social interactions or business, they no longer have a right to privacy. What it means is that the right is attenuated, not obliterated. And the attenuation is more or less, depending on how far and into what area one has strayed from the inner sanctum of the home.”*

Gaertner dealt with the Customs and excise Act and the search of premises.

25. The general rule is that if evidence is relevant, it is admissible, and the court will not concern itself with how the evidence was obtained.<sup>3</sup>
26. However, the court has a discretion to exclude evidence improperly obtained.<sup>4</sup>
27. At the same time, the court does retain a discretion to admit evidence unlawfully or improperly obtained if fairness and public policy so dictates.<sup>5</sup>

<sup>1</sup> Case and Another v Minister of Safety and Security and Others; Curtis v Minister of Safety and Security and Others 1996 (3) SA 617 (CC) at paragraph [106].

<sup>2</sup> 2014 (1) SA 442 (CC) at paragraph [49].

<sup>3</sup> Waste Products Utilisation (Pty) Ltd v Wilkes and Another 2003 (2) SA 515 (W) 549I – J; Kuruma Son of Kaniu v R [1955] AC 197 (PC) ([1955] 1 All ER 236).

<sup>4</sup> Waste Products (*supra*) 550A – B; Motor Industry Fund Administrators (Pty) Ltd and Another v Janit and Another 1994 (3) SA 56 (W) at 64A – B where Myburgh J said: “*In my view, as a matter of public policy, a court should have a discretion to exclude evidence which was unlawfully obtained*”; Fedics Group (Pty) Ltd and Another v Matus; Fedics Group (Pty) Ltd and Another v Murphy and Others 1998 (2) SA 617 (C) at 636C – D; Lenco Holdings Ltd and Others v Eksteen and Others 1996 (2) SA 693 (N) at 704 (C); Protea Technology Ltd and Another v Wainer and Others 1997 (9) BCLR 1225 (W) at 1234.

<sup>5</sup> Waste Products (*supra*) 550C.

28. Indeed, this Commission under the learned Chairman is not a court. It is *sui generis*. However, it is trite that the Chairman has an even wider and unfettered discretion, save to be exercised judicially, than a court of law to admit and hear evidence in pursuit of the Commission's mandate.
29. In Protea Technology Ltd and Another v Wainer and Others<sup>6</sup> Heher J stated as follows: -

*“The common law was for many years inflexible in its refusal to exclude evidence illegally obtained. In recent years it has been recognised that circumstances alter cases. See, for example, S v Nel 1987 (4) SA 950 (T) at 953E – J and the Shell SA and Lenco Holdings cases cited above. The existence of a discretion to admit evidence, provided that the spirit, purport and object of the Bill of Rights guide its exercise seems perfectly proper. In Financial Mail (Pty) Ltd and Others v Sage Holdings Ltd and Another 1993 (2) SA 451 (A) at 462 Corbett CJ said that a decision on the issue of unlawfulness will often involve a consideration of weighing of competing interests. The balancing exercise is now, it seems to be taken in the context of s 36(1) [of the Constitution] as part of the determination of what may be expected from the law in an open and democratic society. I shall return to this later in the judgment. The more taxing question involves the degree to which the first respondent should be entitled to insist upon the protection of s 14(d) [of the Constitution]. It should not be forgotten that the nature of the trap which the applicants laid for the first respondent inevitably ensnared not merely the culpable statements and responses (the gold among the dross as far as the applicants are concerned) but also a very much larger portion in which the applicants can claim no interest whatsoever. Moreover, while the pursuit of truth and the exposure of all that tends to veil it is cardinal in working true justice, the courts cannot countenance, and the Constitution does not permit unrestrained reliance on the philosophy that the end justifies the means. The Constitutional Court has already made clear the importance of the right to privacy in the circumstances of our new society... The scope of a person's privacy extends only to those aspects in regard to which a legitimate expectation of privacy can be harboured. Whether it exists requires a subjective expectation of privacy which society recognises as objectively reasonable.”*

30. Heher J said further,<sup>7</sup> dealing with the limitation on the right to privacy if in fact it had been infringed: -

*“The common law rule is however inconsistent with the Constitution to this extent: It starts with the assumption that all evidence however obtained is admissible subject to the court's discretion to exclude it. If the common law*

<sup>6</sup> [1997] 9 BCLR 1225 (W) at 1238–1241.

<sup>7</sup> At 1241-1242.

*is at odds with the Constitution the courts must, if that can realistically be done, develop the common law in such a manner as to promote the spirit, purport and object of the Bill of Rights. Such development requires the test of admissibility to be formulated differently: Any evidence which depends upon the breach of a fundamental constitutional right can only be admitted if the admission of the evidence is justifiable by the standards laid down in s 36(1). Thus if a person proves, whether in civil or criminal proceedings, that a right identified in chap 2 of the Constitution (other than a non-derogable right) has been infringed, the onus lies upon the party who seeks to benefit in any way from the infringement to satisfy the Court that the common law (or a statute as the case may be) provides a limitation of the nature referred to in s 36(1). Prima facie, the complainant has the right to have it excluded. In order to decide whether the right should prevail with unmitigated force or whether it should be regarded as partially or wholly overridden, each case will have to be considered on its own facts and the discretion exercised with judicial regard to the substance of s 36(1). Thus for example, that the breach of right occurred in conjunction with the breach of criminal law is not of itself decisive...”*

31. In Protea Technology it was argued that, with the possible exception of what were termed by counsel as “extreme cases”, the criminalisation of telephone-tapping (by s 2 of the Interception and Monitoring Prohibition Act, 127 of 1992) had the result that a court had no choice but to exclude evidence obtained from the unlawful tapping of a person’s telephone. Heher J rejected this approach.<sup>8</sup> He held:<sup>9</sup> -

*“It was also well-established that the creation of a criminal offence with its concomitant penalty need not of itself be decisive of the voidness of an act performed in contravention of a statute; relevant considerations include the purpose of the legislation, the evil which the legislation intends to combat, a decision as to whether achievement of the legislative purpose demands the voidness of the Act or whether the imposition of the sanction is sufficient fully to answer the purpose, and the degree of inconvenience and impropriety which could result from avoiding the Act...”*

*In the face of this knowledge the legislature surely intimated its intentions by omitting from the Act any indication that information gathered in contravention of its provisions was thereby rendered inadmissible in legal proceedings.”*

32. Heher J concluded:<sup>10</sup> -

*“... the statute does not expressly or by necessary inference render the production of recordings made in contravention of its terms inadmissible in*

<sup>8</sup> Harvey v Niland and Others 2016 (2) SA 436 (ECG) at paragraph [41].

<sup>9</sup> At 1235B – D.

<sup>10</sup> At 1237D – E.

*evidence before a court trying a civil dispute.”*

33. Neither section 417, nor section 418 make it an offence to disclose evidence obtained in a s 417 enquiry.
34. Section 417 does however deal with and limit the admissibility of evidence in criminal proceedings. Section 417(2)(c) reads: -
- “(c) any incriminating answer or information directly obtained, or incriminating evidence directly derived from, an examination in terms of this section shall not be admissible as evidence in criminal proceedings in a court of law against the person concerned or the body corporate of which he or she is or was an officer, except in criminal proceedings where the person concerned is charged with an offence relating to –*
- (i) the administering or taking of an oath or the administering or making of an affirmation;*
- (ii) the giving of false evidence;*
- (iii) the making of a false statement; or*
- (iv) the failure to answer lawful questions fully and satisfactorily.”*
35. Section 418(2) makes certain conduct an offence but not the disclosure of information or evidence learned or obtained in an enquiry. In this regard see s 418(5).
36. Section 417(7), although regulating the private and confidential nature of examination under s 417 or s 418, specifically allows for same to be treated as **not** private and confidential if authorised by the Master or the court. In *casu* the Master’s consent was obtained. The case and argument put up by the liquidators that the Master was not entitled to do so on their facts, is hotly disputed by Watson and the factual dispute does not stand in the way of admissibility.
37. As already submitted on behalf of Wakeford in the first set of submissions, the admissibility or inadmissibility of evidence given at the s 417 or s 418 enquiries, in proceedings, other than criminal proceedings, rests on the general principles of the law of evidence rather than on the provisions of the Companies Act (vide paragraph 37 thereof).<sup>11</sup>
38. It is submitted, although not in respect of the admissibility, that the liquidators’ submission (vide paragraphs 55 to 60, p 28) that s 417(7) trumps rule 10 of the Rules for the Conduct of Proceedings before the commission, is misguided and

<sup>11</sup> Engelbrecht N.O. and Others v Van Staden and Others (83184/2011) [2011] ZAWCHC 447 (6 December 2011), paragraph 20. See further the remarks in Henochsberg, vol 2, issue 13, APPL-268.

ignores the correct approach namely the admissibility of the evidence. The fact of the matter is that this point is now moot because the evidence is already before the learned Chairman and the use of a *subpoena* pursuant to rule 10 is of no purpose. The submission is, with respect, unmeritorious in its entirety.

39. Whilst s 14(d) of the Constitution provides that everyone enjoys a fundamental right to privacy, which includes the right to not have “*the privacy of their communications infringed*”, and which may include the enquiry under s 417, neither s 417 nor s 418 give teeth to the provision for privacy and confidentiality.
40. The matter of Harvey v Niland and Others<sup>12</sup> bears relevance and discussion.
41. The headnote to this case is repeated for the convenience of the learned Chairman.

*“When Harvey and Niland, sole members of a close corporation, fell out, Niland left the workplace but remained a member of the corporation. Later, when Harvey began to suspect Niland of secretly competing against the corporation and violating his fiduciary duties, he sought a prohibitory interdict. To bolster his case Harvey relied on Niland’s Facebook communications. Harvey stated that an employee had told him that she had Niland’s Facebook password and he had then instructed her to use it to access Niland’s posts, which were copied and printed. The issue before court was whether the Facebook evidence was admissible. Niland argued that it had to be struck out because it infringed his right to privacy and was obtained through the commission of an offence under s 86(1) of the Electronic Communications and Transactions Act, 25 of 2002 (“ECTA”). Section 86(1) provides that anyone “who intentionally accesses or intercepts any data without authority or permission to do so, is guilty of an offence”. The court held that ECTA, by its silence on the issue of the admissibility of evidence obtained in contravention of s 86(1), sanctioned its admission, subject to the court’s common-law discretion to exclude it (paragraph [43] at 447D-E). While it would be accepted that Harvey had unlawfully acquired the evidence, its admission would depend (i) on the nature and extent of the violation of Niland’s right to privacy; and (ii) whether Harvey could have obtained the evidence in another, lawful way (paragraph [47] – [48] at 448E - H). It was established law that the right to privacy was not absolute and that personal space would shrink as one moved from private into business and social interaction. The hacked posts were business communications that were relevant to Niland’s fiduciary duties and revealed duplicitous conduct on his part. The evidence was essential to Harvey’s case and could not in practice have been procured in another, lawful way. In the circumstances Niland’s appeal to privacy rang hollow and would be overridden by the public interest in the exposure of his deceitful conduct. In the result, the evidence would be ruled admissible. Application to strike out dismissed (paragraph [48] – [53] at 448H – 449H).”*

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<sup>12</sup> 2016 (2) SA 436 (ECG).

42. Plasket J in Harvey v Niland took the view that, ECTA by its silence on the issue of admissibility, allowed for the admission of unlawfully obtained evidence subject to its exclusion in the discretion of the court. He held that the approach followed by Heher J in Protea Technology and Lewis J in Waste Products held good in relation to evidence obtained in contravention of the statute.<sup>13</sup>
43. Sections 417 and 418 are silent on the issue of admissibility in proceedings other than criminal proceedings.
44. In paragraph [45] Plasket J had the following to say: -

*“[45] In Fedics Group (Pty) Ltd and Another v Matus and Others; Fedics Group (Pty) Ltd and Another v Murphy and Others, Brand J considered whether the same considerations applied to unlawfully obtained evidence in the criminal and civil context. He made the point that, while in criminal proceedings an accused has a right against self-incrimination and to silence, it is not obliged to disclose his or her defence or to assist the state to prove its case, and is under no obligation to provide the state with any documents that may strengthen its case, the position is quite different in civil proceedings. A party in civil proceedings ‘is not only obliged to disclose his case, he is also obliged to discover all documents which may damage his own case or which may directly or indirectly enable his adversary to advance his case’.*

*[46] He spelled out the implications of this, for the way in which the discretion to allow or disallow unlawfully obtained evidence is to be exercised, when he stated:*

*‘Without trying to formulate principles of general validity or rules of general application, the implications of these differences between criminal and civil proceedings in the present context are, in my view, twofold. On the one hand, the litigant who seeks to introduce evidence which was obtained through a deliberate violation of constitutional rights will have to explain why he could not achieve justice by following the ordinary procedure, including the Anton Piller procedure, available to him. On the other hand, the court will, in the exercise of its discretion, have regard to the type of evidence which was in fact obtained. Is it the type of evidence which could never be lawfully obtained and/or introduced without the opponent’s co-operation, such as privileged communications, or the recording of a tapped telephone conversation, or is it the type of evidence involved in this case, namely documents and information which the litigant would or should eventually have obtained through lawful means? In the latter case, the court should, I think, be more inclined to exercise its discretion in favour of the litigant who seeks to introduce the evidence than it would in the case of the former. It goes without saying that the court will, in any event, have regard to all the other circumstances of the particular case’.*”

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<sup>13</sup> Harvey v Niland at [43].

45. It is submitted that in the exercise of the discretion to exclude unlawfully obtained evidence (and in these submissions it is submitted that the evidence was not unlawfully obtained by Wakeford), all relevant factors must be considered. These include the extent to which, the manner in which, one party's right to privacy (or other right) has been infringed, the true nature and content of the evidence concerned, whether the party seeking to rely on the unlawfully obtained evidence attempted to obtain it by lawful means and the idea that – as set out in *Protea Technology*<sup>14</sup> - “*while the pursuit of truth and the exposure of all that tends to veil it is cardinal in working true justice, the courts cannot countenance and the Constitution does not permit unrestrained reliance on the philosophy that the end justifies the means.*”<sup>15</sup>
46. *In casu* there is a factor of great significance. Agrizzi, Vorster and Van Tonder have come before this commission purporting to be whistle-blowers. Based on the submissions of Pretorius SC at the outset, Agrizzi claimed that his life was in some sort of danger and that the hearing of his evidence without persons implicated being furnished with rule 3.3 notices as of right was justified in the circumstances.
47. Wakeford has effectively testified that Agrizzi has entirely misled the Commission and learned Chairman. The fabricating or twisting of evidence so as to deceive a court or a Commission such as the one before the learned Chairman is an offence and has as one of its consequences defeating the ends of justice.
48. Even the attorney-client privilege relationship would be forfeited in such circumstances were communications between an attorney and his client to be placed before a court and the admissibility thereof considered. Just like communications between an attorney and his client which are aimed at committing an offence are not privileged<sup>16</sup> so too is a conspiracy to mislead this Commission and defeat the ends of justice.
49. It is submitted that when the learned Chairman has regard to the disputed evidence, he will see that Agrizzi and Vorster's evidence in the s 417 enquiry is at odds with the evidence and import thereof before the Commission and that Van Tonder's evidence does not support theirs, but rather Wakeford's.
50. Taken together with Wakeford's evidence given on Thursday, 6 May 2021, it is apparent that at the very least *prima facie* Wakeford makes out a case that Agrizzi *et al* have deceived and misled the learned Chairman and this Commission, the consequences of which would be defeating the ends of justice.

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<sup>14</sup> At 1239D – E.

<sup>15</sup> Harvey v Niland at [47].

<sup>16</sup> See Harksen v Attorney-General, Cape and Others 1999 (1) SA 718 (C) at 729; LH Hoffmann and D Zeffert: The South African Law of Evidence, where the authors state that the privilege is forfeited even if the legal adviser was ignorant of the illegal object.

51. Agrizzi retains a right of rebuttal and cannot complain of prejudice.
52. As set out above, it is submitted that the factor of Agrizzi *et al*'s privacy is not in issue. They do not pertinently rely on their right to privacy and even if they do, they have waived that right to privacy by declaring themselves to be whistle-blowers and purporting to act as such. In any event, public policy, the interests of justice and the fact that this aspect of the Commission is now in fact and in law a matter of public concern, trumps their right to privacy. It is submitted that the same in relation to privacy applies to the liquidators. The liquidators themselves do not enjoy any right to privacy. If the s 417 enquiry can be said to be imbued with the same type of Constitutional right to privacy and confidentiality then as pointed out above, s 417 does not make the disclosure of such evidence an offence and the interests of justice and public policy demand that the very limited disclosure before this commission by Watson and publication by Wakeford is not so egregious (if at all) so as not to be justified in the circumstances.
53. As alluded to above, the nature and content of the evidence concerned is of little moment to either the s 417 enquiry or the liquidators. It is of course of great moment to Wakeford and Agrizzi *et al*.
54. As stated further above, it is evident from the facts before the learned Chairman that Wakeford at all material times had the intention of placing the evidence before the commission without controversy. As the learned Chairman was advised during Wakeford's evidence on 6 May 2021, as far back as 21 October 2020 Wakeford's attorneys requested that the Commission obtain the evidence he sought. They repeated that request on numerous occasions but without any response from the Commission until the week before when other information was provided but the Commission remained silent in relation to the s 417 extracts.
55. Wakeford patiently waited for Watson to secure permission from the learned commissioner Joffe, which was refused on the basis that the learned commissioner Joffe said Wakeford had no interest or entitlement to it. Wakeford waited until the eleventh hour, and consent from the Master which came almost immediately thereafter, before he placed this evidence in his evidence affidavit and submitted it to the learned Chairman. The fact that Agrizzi was not furnished with Wakeford's Evidence Affidavit before Thursday morning, is not the fault of Wakeford.
56. It is respectfully submitted that the circumstances prevailing before the learned Chairman are not those where the case for Wakeford is that the end justifies the means. Wakeford has come before the Commission in circumstances where, unlike many others in the citizenry, he has chosen not to remain silent but to reveal to the Commission and the learned Chairman that all the evidence of Agrizzi *et al*, has to be carefully scrutinized, and not only in respect of Wakeford, because Agrizzi *et al* as a fifth column in Bosasa had a hidden agenda and used the Commission in an attempt to achieve their own ends.

57. As stated above, Wakeford's evidence *prima facie* establishes that if Wakeford's evidence is accepted, a finding that Agrizzi *et al* have deceived the court at least in respect of Wakeford, Papadakos and Radhakrishna and sought to defeat the ends of justice.

## CONCLUSION

58. It is respectfully submitted that in all the circumstances the learned chairman ought in the interests of justice and pertinent to this commission before the learned Chairman in the interests of public concern admit the evidence put up by Wakeford.

Your faithfully



**MAPHALLA MOKATE CONRADIE INC**

**Goodes & Co.**  
*attorneys*

222 Rivonia Road, Entrance via: 1 Michelle Street, Block A,  
Ground Floor, Morningside Close Office Park, Morningside,  
Sandton 2196

PO Box 2061, Randburg 2125 | Docex 61, Randburg

Tel: +27 (0)11 656 1452 | Fax: +27 (0)11 656 1453

[www.goodesco.co.za](http://www.goodesco.co.za)

DATE: 11 May 2021

Your Reference:  
Judge R Zondo

**COMMISSION OF ENQUIRY INTO ALLEGATIONS  
OF STATE CAPTURE**

Our Reference:  
GS GOODES/zh/MAT1679

PER E-MAIL: [vina@iafrica.com](mailto:vina@iafrica.com) /  
[viwen@commissionsc.org.za](mailto:viwen@commissionsc.org.za)

Email:  
[george@goodesco.co.za](mailto:george@goodesco.co.za)

**AND TO: ROTHBART INCORPORATED**

PER E-MAIL: [stan@rothbartinc.co.za](mailto:stan@rothbartinc.co.za)

**AND TO: MAPHALLA MOKATE CONRADIE INCORPORATED**

PER E-MAIL: [teresac@motcon.co.za](mailto:teresac@motcon.co.za)

**AND TO: MACROBERT ATTORNEYS**

PER E-MAIL: [nwessels@macrobert.co.za](mailto:nwessels@macrobert.co.za)

Dear Sirs/Madams,

**RE: AFRICAN GLOBAL OPERATIONS (PTY) LTD (IN LIQUIDATION) AND  
RELATED ENTITIES: SUBMISSIONS TO BE SUBMITTED TO JUDGE R  
ZONDO – 11 MAY 2021**

1. We refer to the above-mentioned matter and confirm that we act for Mr Jared Watson and/or African Global Holdings (Pty) Ltd (hereinafter referred to as “our Client”).

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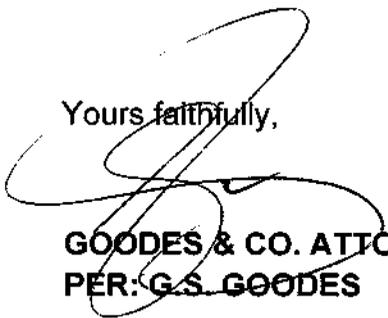
DIRECTOR: G.S. GOODES (B.PROC)

Senior Associate: H.E. van der Walt (B.Proc) • Associate: N. Pillay (B.A Law, LLB) • Candidate Attorneys: R.M.A. Dos Santos, Z. Herselman, Z.A. Mvubelo, J.M. Vos

GOODES AND CO. [Reg. No. 2012/184225/21]

2. We apologise for our delay in response as writer hereof was occupied in consultations this morning.
3. We attach hereto our Client's submissions for your attention. Please note that our Client's response to the joint provisional liquidators' submissions are included herein.
4. We trust your find the above in order.

Yours faithfully,



**GOODES & CO. ATTORNEYS**  
**PER: G.S. GOODES**



**RE: UTILISATION OF EXTRACTS OF THE EVIDENCE OF THE 417 ENQUIRY INTO THE TRADE, DEALINGS, AND AFFAIRS OF AFRICAN GLOBAL OPERATIONS (PTY) LTD (IN LIQUIDATION) AND RELATED ENTITIES:**

1. I refer to the abovementioned matter regarding the leading of the evidence of Mr Kevin Wakeford ("Wakeford") at the Judicial Commission of Inquiry Into State Capture, Corruption and Fraud In the Public Sector Including Organs of State ("the Commission") on 6 May 2021, as well as the subsequent arrangement between all parties to circulate their respective draft submissions in respect of the disclosure and use by Mr Wakeford of the insolvency enquiry transcript before the Zondo Commission by 12h00 on 10 May 2021.
2. I am a director of African Global Holdings (Pty) Ltd ("AGH"), the sole member of African Global Operations and its subsidiaries in liquidation ("the Companies in liquidation"), for which an enquiry in terms of sections 417 and 418 of the Companies Act of 1973 ("the Act") was convened in February 2020 according to the court order of 16 January 2020 (Find attached at Annexure "A").

**RIGHT OF ATTENDANCE AT 417 ENQUIRY**

3. According to section 418(1)(c) of the Companies Act of 1973 ("the 1973 Act");

*"The Master, if he has not himself been appointed under paragraph (a), **the liquidator or any creditor, member or contributory of the company may be represented at such an examination or enquiry by an attorney, with or without counsel, who shall be entitled to interrogate any witness:** Provided that a commissioner shall disallow any question which is irrelevant or would in his opinion prolong the interrogation unnecessarily."*

4. AGH, as the sole member of the Companies in liquidation for which the enquiry was brought about, was allowed to attend the enquiry according to its inalienable rights under section 418(1)(c) of the Act.
5. Henochsberg's interpretation of section 418(1)(c) of the Act states;



*“Where a commission of enquiry is constituted in terms of s 418, the Master (unless he has been appointed as the commissioner by the Court, and even, it is submitted, if he himself has constituted the commission), the liquidator (or the judicial manager, if s 418 has been made applicable (s 439(2))) **and, whether or not he is also a potential witness, a creditor or member** (or contributory, where the company is one limited by guarantee within the meaning of, and being wound up under, the Act), **is entitled throughout the enquiry to be legally represented and, even if he has such representation, himself to be personally present**...An attorney or counsel representing the Master, the liquidator (or the judicial manager), a creditor or a member (or contributory) has a right to interrogate any witness.”*

6. The rights of AGH to therefore attend the 417 enquiry and have access to the record of the evidence of the enquiry are the same as the rights of the liquidator at the enquiry.
7. Section 66 of the Companies Act of 2008 (the 2008 Act”) states;

*“**66. Board, directors and prescribed officers.**-(1) The business and affairs of a company must be managed by or under the direction of its board, which **has the authority to exercise all of the powers and perform any of the functions of the company**”*

8. This is elaborated on in Henochsberg's interpretation of the 2008 Act which states;

*“The effect of s 66 would, it is submitted, therefore also mean that, unless the qualifications of s 66 are complied with, **the board of directors is the "ultimate" organ of the company. The board is now "the company" and if the Act provides that the company must or may take certain actions, the default organ is the board...**”*

9. As such, the rights of attendance at the 417 enquiry of AGH, are the rights of attendance of its board of directors.



10. In spite of the above, and in spite of AGH's right of attendance and representation at the 417 enquiry, neither the Commissioner of the 417 enquiry nor the provisional liquidators informed AGH of the existence of the proceedings of the 417 enquiry, nor was AGH invited to attend such inquiry.
11. Indeed, when AGH finally requested to attend the enquiry this was in fact opposed by the provisional liquidators, however this was of no consequence as it remains that AGH's right of attendance was not subject to the approval of the Commissioner, but rather a right embodied within the 1973 Act.

#### **PRIVACY AND CONFIDENTIALITY OF ENQUIRY**

12. On a previous occasion on 17 August 2020, I had requested the authority of commissioner of the enquiry to provide the evidence relevant to Wakeford to him for the purposes of utilising at the Commission. On 09 October 2020 this request was refused.
13. MacRobert have, in their representations to the Commission, mentioned on numerous occasions that I sought the authority of the Master subsequent to being denied such authority by the commissioner of the enquiry.
14. Subsequent to the ruling of the commissioner however it came to my attention, that I had incorrectly sought the approval of the commissioner, whereas I should have sought the authority of the Master or Court whose authority supersedes that of the commissioner.
15. According to section 417(7) of the 1973 Act;

*“(7) Any examination or enquiry under this section or section 418 and any application therefore shall be private and confidential, **unless the Master or the Court**, either generally or in respect of any particular person, directs otherwise.”*

16. As such the 1973 Act affords the Master the authority to direct otherwise, that the evidence of any witness no longer be considered to be private and confidential. This authority is not subject to the commissioner or the liquidators at such an enquiry.



17. In this regard the 1973 Act specifically details the powers of the commissioner at an enquiry, as is defined in section 418(2) as;

*“(2) A commissioner shall in any matter referred to him have the **same powers of summoning and examining witnesses and of requiring the production of documents**, as the Master who or the Court which appointed him, and, if the commissioner is a magistrate, of punishing defaulting or recalcitrant witnesses, or causing defaulting witnesses to be apprehended, and of determining questions relating to any lien with regard to documents, as the Court referred to in section 417”*

18. From the above it is clear that the commissioner of an enquiry has no authority to direct otherwise, regarding the provisions of section 417(7). Had the Act contemplated as such, it would have stated as such. The authority to direct otherwise vests exclusively in the Master or the Court.

19. According to section 418(1)(c) of the 1973 Act;

*“The Master, if he has not himself been appointed under paragraph (a), **the liquidator or any creditor, member or contributory of the company may be represented at such an examination or enquiry by an attorney**, with or without counsel, **who shall be entitled to interrogate any witness**: Provided that a commissioner shall disallow any question which is irrelevant or would in his opinion prolong the interrogation unnecessarily.”*

20. From the above it is clear what the rights/authority of a liquidator at such an enquiry are. The liquidator has the very same rights/authority as any creditor, member or contributory of the company; the right to attend such an enquiry, the right to have an attorney present, and the right to interrogate any witness.

21. In discussions with counsel's, Notshe, Willis and Witz, provisional liquidator Cloete Murray, suggested that the authority provided by the Master was irregular as the approval of the liquidators should have been sought. This has no base in fact or law and amounts to elevating the position of the liquidator to that of the Master himself.



22. The court order bringing about the 417 enquiry of 16 January 2020 (Annexure “A”), confirms the Master’s authority in paragraph 7.7 of the Court Order, which states;

*“7.7. That the content of this application, the evidence submitted at or during the enquiry and the report of the commissioner be treated as confidential and that such evidence may not be disclosed to any person without the prior written **authority of the Master**”*

23. No mention is made that the Master is required to seek the authority of the commissioner or the liquidators. The Master is specifically vested with the authority himself, and it is the Master’s authority that has been provided.

24. MacRobert attorneys, have in their representations to the Commission stated that on 17 March 2020, the High Court varied paragraph 7.7 of the Court Order above, to provide for the consent to the disclosure contemplated in paragraph 7.7 to be given by the Court or the commissioner, in addition to the Master. No such variation order was however annexed to their representations.

25. Be that as it may, had such variation order been granted it would have been granted in contravention of the 1973 Act, which specifically addresses what rights a commissioner is empowered with in s418(2) as addressed above.

26. The right under s417(7), to direct that any examination or enquiry may no longer be required to be private and confidential, is the exclusive right of the Master or the Court, and s418 makes no provision for this right to be extended to the commissioner.

#### **LOCUS STANDI OF THE DEPUTY MASTER JOHANNESBURG**

27. The Chief Master, Advocate Mafojane, directed in correspondence received on 09 February 2021 (See attached at Annexure “B”), that the files relating to the African Global/Bosasa companies in liquidation, being opened in and bearing references of Johannesburg Master's Office, that those files moved from the Pretoria Master’s Office and be attended to from the Johannesburg Office. (See paragraph 8 of Annexure “B”)



28. In the same correspondence the Chief Master informed me, that any future correspondence and requests should be directed to the Master South Gauteng (Johannesburg), for the attention of Deputy Master Mr. Reuben Maphaha. (See paragraph 9 of Annexure “B”)

### **REQUEST DIRECTED TO DEPUTY MASTER JOHANNESBURG**

29. In this regard, a request for a meeting was made of the Deputy Master of the Johannesburg Master’s office for the date of Friday, 7 May 2021, whereat, *inter alia*, I wished to request the Master’s authority to provide the Commission with the transcripts of the evidence relevant to Wakeford.

30. I was subsequently informed on the morning of 5 May 2021, that the Chairperson of the Commission, DCJ Zondo, had stated that Wakeford’s leading of evidence was to proceed on 6 May 2021.

31. Given the above, my attorneys directed a request to the Deputy Master of the Johannesburg High Court, Mr. Reuben Maphaha, for the authority to provide the record of evidence of the 417 enquiry for the days of 18 February 2020 and 02 October 2020 to the legal team of Wakeford for purpose of the utilization thereof in the Zondo Commission. (See request attached at Annexure “C”)

32. Attention is drawn to paragraph 4 of this request, which states;

*“4. The purpose of this letter is to specifically request your consent to the release of the evidence/transcripts of evidence of 18 February 2020 and 02 October 2020 obtained during the 417 Enquiry, as listed above, to hand such evidence over to the attorney of Mr Kevin Wakeford, Teresa Conradie, for the purposes of the utilisation thereof in the Zondo Commission.”*

33. The Deputy Mater was also telephonically contacted by our attorneys at this time to inform him of this request. As the Deputy Master was out of office at such time, he was only able to provide the certificate of his authority the following morning at 10am. (find attached at Annexure “D”)



34. The Master's authority and the exercise thereof is not subject to the approval of the provisional liquidators, nor the commissioner who serves on his behalf.
35. This being so, the Commission has the full authority of the Master to utilize the evidence of the 417 enquiry provided. Furthermore, so that it may not be suggested that the extracts of the evidence have been crafted to mislead in any way, I will provide the full record of the evidence from the 3 witnesses on the respective days of 18 February 2020 and 02 October 2020, as the Master afforded me the right to do.
36. I must mention at this time that MacRobert have made reference to "several thousands of pages" of documentary evidence before the 417 enquiry, however only 19 pages of this evidence was provided to Wakeford. All such information pertains specifically to Wakeford, and all such information has already formed a part of the public record of evidence at the Commission, albeit that this evidence demonstrates contradictions between the evidence given at the Commission and the 417 enquiry.

#### **PRECEDENT OF OCCASSIONS OF PRIOR USE OF THE 417 ENQUIRY RECORD**

37. MacRobert have stated in their representations that to allow any evidence from the 417 enquiry to find its way into the public domain would set a precedent that will effectively nullify what has been achieved pursuant to the enquiry to date.
38. In regard to this suggestion, if that be so, such precedent already established when the provisional liquidators made use of the evidence of myself, Jared Watson, Mr. Daniel Potgieter, Mr. CJA Wolmarans and Ms L Ungerer in court documents on 23 March 2020. (Find authority provided by the Commissioner of the 417 enquiry on the same day of 23 March 2020 annexed hereto as Annexure "E").
39. The ruling provided in Annexure "E", recognized in paragraph 10 of the ruling, that;

*"10. In considering the application regard must be had to the consequence of granting it. **Granting, the application would render nugatory the privacy and confidentiality provisions relevant to the evidence given at the enquiry**"*



40. This means that, according to the ruling of the commissioner of the 417 enquiry, and as a consequence of the provisional liquidators own use of the record of the evidence of the enquiry on 23 March 2020, the privacy and confidentiality provision of the 1973 Act were already rendered of no value and importance in March 2020, 14 months ago.

41. Furthermore, on 13 November 2020 we received a notification from the provisional liquidators stating;

*“4. On 23 September 2020, we were informed by the AFU that the Deputy Master of the High Court, Gauteng Division, Pretoria had granted permission and that we were directed to release the record of the enquiry to the NPA.*

*5. Our clients intend abiding to the directive of the Master of the High Court and the record of the enquiry will therefore be made available to the AFU on 25 November 2020, unless we are provided with a court order, directing otherwise.”*

42. This confirms that previously the full record of the evidence of the 417 enquiry was provided to the AFU and NPA, and this was done on the direction of the Deputy Master of the High Court Pretoria, as at that time the African Global/Bosasa files were under their control. The provisional liquidators however had no concern at this time with the directions of the Deputy Master. (find attached at Annexure “F”)

43. MacRobert have also raised the point that when I approached the Deputy Master for the authority to provide the transcripts of the evidence, that I did so without notice to the commissioner, the liquidators, and the witnesses whose evidence was to be provided. It is worthwhile to point out, that neither the 1973 Act, nor the Court order convening the enquiry state that the Master is required to notify these parties, and I fail to see on what basis MacRobert suggest that such a process is required.

44. Indeed, the provisional liquidators did not previously notify the Master, nor the members, creditors, or contributories of the company (who have concomitant rights to those of the provisional liquidators at such an enquiry) of their intention to make public the evidence the evidence of myself, Mr. Potgieter, Mr. Wolmarans or Ms Ungerer on 23 March 2020. More so, the witnesses whose evidence was utilized were



also not notified by the provisional liquidators of their intention to annex their evidence in publicly filed Court papers.

45. This was clearly therefore, not a necessary consideration for the provisional liquidators at the time and cannot be held to be necessary consideration of any other party entitled to attend the enquiry by the provisional liquidators now.
46. MacRobert have further attempted to implicate the Deputy Master by suggesting that his decision is reviewable, as he granted his consent without first engaging the liquidators, the commissioner or the witnesses involved.
47. However, no such processes were followed by the commissioner previously, when providing his consent to the provisional liquidators on 23 March 2020. To the best of my knowledge, the commissioner did not engage the Master, and he certainly did not engage the members, contributories or witnesses involved.
48. Indeed, as recently as yesterday, 10 May 2021, MacRobert have attached further evidence of mine from the 417 enquiry, and neither the commissioner nor the provisional liquidators sought to engage the Master, the members, contributories or the witness (myself) in this regard.
49. The use of the record of the evidence by Wakeford therefore can in no way create any greater prejudice to the process of the enquiry than has or has not already been suffered by the conduct of the provisional liquidators already.

#### **USE OF THE RECORD OF THE ENQUIRY IN SUBSEQUENT PROCEEDINGS**

50. Regarding the privacy and confidentiality provisions of section 417(7), the Nicholson J in *Cordiant Trading CC v Daimler Chrysler Financial Services (Pty) Ltd 2005 (4) SA 389 (D)*, stated;

*“It is correct, as Mr Shaw has pointed out, that there is express provision in the present Act for the proceedings to be private and confidential **but sight should not be lost of the provisions of s417(2)(b)**,*



which provide for the use of evidence against I such a witness. **The two provisions must be read together in order to reconcile them as far as possible.**”

51. The exposition performed within Henochsberg's commentary and interpretation of section 417(2)(b) of the 1973 Act states;

“Subsection (2)(b). The evidence of a witness at an examination or enquiry is admissible only against himself, e.g. evidence given by a director of a company is not admissible against the company (*Simmons NO v Gilbert Hamer & Co Ltd* 1963 (1) SA 897 (N) at 916918 (unaffected by the reversal of this case on appeal 1963 (4) SA 656 (A)); *Anderson v Dickson NO (Intermedia (Pty) Ltd intervening)* 1985 (1) SA 93 (N) at 112; *Cordiant Trading CC v Daimler Chrysler Financial Services* 2005 (4) SA 389 (D) at 397G).

*The evidence is admissible in civil proceedings and in certain criminal proceedings, i.e. those relating to the offences mentioned in s 417(2)(c). Such evidence is admissible to prove what the witness stated during the examination or enquiry and may be used to cross-examine him (Cordiant case supra at 397 and cases referred to therein); it does not however, constitute proof of the facts revealed by the evidence (Du Plessis NO v Oosthuizen; Du Plessis NO v Van Zyl 1995 (3) SA 604 (O) at 621).*

*The record of the evidence may be produced in any such proceedings against the witness who actually gave the relevant testimony (Cordiant case supra at 397G). **It is submitted that a party in possession of the evidence and wishing to use it is not required to notify an intention, or to obtain the Court's permission to do so, notwithstanding the provisions of s 417(7) or (a still operative) order by the Court that the proceedings of the commission were to be confidential (cf Liquidators Platini Cafe (Pty) Ltd v Versamapoulos 1942 WLD 169; but cf the Cordiant case supra, in which it was held (at 397DE) that the Court hearing the civil proceedings has a discretion whether to allow the record of the enquiry to be used for the purposes of cross-examination); and that he may use it in proceedings under s423, or any other proceedings, even if at the time the enquiry has not concluded (ibid at 17475).***



*The evidence is admissible whether given under interrogation by the Court or, as the case may be, the Master, or the commissioner or anyone else (cf R v Herholdt 1957 (3) SA 236 (A) at 25053)."*

52. From the above, apart from the authority of the Master which has already been provided, a person in possession of the evidence and wishing to use it, is in fact not required to notify any party of an intention to use such evidence or to obtain the Court's permission to do so, in spite of the privacy and confidentiality provisions of section 417(7), and the evidence may be used in **any other proceedings**, even if at the time the enquiry has not concluded.
53. As such, had the authority of the Master not been provided, AGH was still entitled to utilise the 417 enquiry evidence in the proceedings of the Commission.
54. This was brought to the attention of the Commissioner of the enquiry on 14 September 2020, however no further comment was provided thereon at such time or subsequently.
55. The Constitutional Court in *Bernstein and Others v Bester and Others NNO 1996 (2) SA 751 (CC)* considered the question of admissibility in civil proceedings of statements or evidence given at enquiries in terms of ss 417 and 418. Ackermann J after a very thorough examination of international jurisprudence held in paragraph 120 of his judgment:
- "[120] There is accordingly no indication that the use of compelled testimony in civil proceedings is prohibited or held to be unconstitutional in other open and democratic societies based on freedom and equality."*
56. The Court considered the private and confidential nature of the enquiry but did not consider that it affected the admissibility of the evidence.

## **INTEREST OF JUSTICE**

57. On 16 January 2019, Advocate Pretorius stated at the Commission, regarding the evidence of, *inter alia*, Mr Agrizzi to be heard;



- 57.1. “The evidence **could, in theory at least, be entirely fabricated**. It could be exaggerated or distorted. It could be motivated by improper motives or it could be reliable and true and correct in part, material part or as a whole.”
- 57.2. “The issues that we have considered, as I have said, **weighing up the public interest, the duties of the Commission, its transparent nature, the rights of the public to know what is happening** and the evidence to be given as against the right to prior notice. **The right to defend, the right to cross-examine, the right to put up contrary versions is merely delayed, it is not removed.**”
- 57.3. “they have rights in terms of Rule 3.5 to approach (the Chairman) for an order **to cure any prejudice that may have been suffered**, and each implicated party will be notified of those rights.”
58. The evidence leader therefore acknowledged that the evidence to be advanced against, *inter alia*, Wakeford could have been entirely fabricated, however weighing up the public interest, the duties of the Commission, its transparent nature and the rights of the public to know what is happening, the Commission proceeded with this potentially false evidence.
59. This was done on the representation that any implicated party would be afforded the right to put up a contrary version to cure any prejudice suffered.
60. It is clear, that one cannot purport that the public has a right to hear the evidence of Agrizzi et al, although potentially fabricated, but that the public does not have a right to hear the defense of such accusations. Furthermore, the substantial prejudice suffered by the potentially false testimony of Agrizzi et al cannot be cured by limiting the witness in his response, particularly give the latitude that was extended to Agrizzi et al.
61. More so, Agrizzi, van Tonder and Vorster approached the Commission to give evidence on the belief that they wished to “whistleblow” and had been fully truthful and open to the Commission. It is perplexing how they would now wish to limit the access of the Commission to their evidence at the 417 enquiry.



62. Agrizzi attempted to suggest at the Commission on 29 January 2019, regarding the recording made of his racist outburst, that;

*“It was in the privacy of my home, in the privacy of my own home.”*

63. In response, the Chairperson stated;

*“Well I do not know about what difference it makes if it is in the privacy of your home. Does it make a difference?”*

64. In the same way, the defence put forward by Mr Witz on behalf of Agrizzi, that the evidence of a 417 enquiry is generally private and confidential, amounts to a similar argument.

65. Suffice to say, it does not make a difference that this evidence is generally private and confidential if the witnesses have lied at such enquiry, and it is for these reasons that the 1973 Act and its interpretation make allowances for the use of such evidence, particularly where perjury is involved.

66. In this regard, I would imagine that the Commission would in time wish to review the entire record of the evidence of the 417 enquiry, to assess the truthfulness of the witnesses who have appeared there.

67. MacRobert in their representations have accepted that it is a matter of public record already that the provisional liquidators have instituted legal proceedings against Agrizzi and van Tonder to recover substantial amounts of money they received from Bosasa, as a result of information emanating from the 417 enquiry. This information is likely highly relevant to test the truthfulness of these witnesses at the Commission.

68. Furthermore, Mr Witz’ respect for the provisions of privacy and confidentiality on behalf of his client does not appear to be relevant to his client himself, where it is now part of the record of the evidence of the Commission that Agrizzi distributed the Preliminary Report of the Commissions Investigator’s to Lord Peter Hain on 23 March 2021 in defiance of rules 11.3 and 12(2)(c) of the Commissions of the rules



governing the Commission, making such a criminal offence. This was addressed at the Commission on 6 May 2021; however, Mr Witz has provided no comment thereon.

69. Subsequently on 10 May 2021, at 13:34 and further at 22:50 respectively, Agrizzi broadcast Mr Witz and MacRobert attorney's letter to the Commission on his WhatsApp status (Find attached at Annexure "G" and Annexure "H" respectively), once more making public confidential Commission submissions.

#### FURTHER COMMENTS

70. I draw the attention of the Chairperson of the Commission to the judgment of de Villiers AJ of the Johannesburg High Court on 24 August 2020, where AGH had applied for the Companies in liquidation to be placed in business rescue, and for the outcome of the auction of the assets of the Companies in liquidation in December 2019, to be set aside.

71. Here de Villiers AJ made the following comments;

*[256] ...**The case was not argued on facts**, placed in a chronological order, proven where necessary with documents, from which permissible factual and legal conclusions were drawn. **The papers and the heads of argument by the provisional liquidators are replete with averments and innuendo** that persons involved in the business rescue and auction applications are dishonest and have dishonest motives. **Much of this was aimed at Mr J Watson**. Predictably with certainty, it added nothing to the matter.*

*[257] **I already have made serious findings of unlawful conduct by the provisional liquidators. In the light of those findings, their unduly aggressive litigation becomes even more unacceptable. It was argued before me on their behalf that upon winding-up, "the law" takes control of the company in liquidation. My distinct impression was that the provisional liquidators equated that concept with themselves.** They may be used to wielding wide powers in insolvency matters, but the exercise of such wide power is the more reason for humility and restraint.*

*[265] In considering the conduct of the provisional liquidators in the litigation, **one must not lose sight of the facts that they had acted unlawfully, deliberately.***



[266] This brings me to the extent to which the provisional liquidators crossed a line. I do not have to go beyond the heads of argument of the provisional liquidators to reflect **the unacceptable way the provisional liquidators conducted themselves.**

[272] It is common cause that there was a change in directors. The persons involved in the winding-up resolution are no longer active in the matter. The questions then are who these “Bosasa protagonists” are with ulterior motives, and what their plan all along was. How are they involved in the “perpetration of substantial frauds and ... in numerous corrupt activities”? These are most serious allegations and could only be directed at Mr J Watson and Ms L Watson (apart perhaps from the lawyers). On what factual basis are they accused of committing fraud and corruption? **The long heads of argument by the provisional liquidators, in my reading of them, does not reflect proof that any person involved in the matter before me committed fraud, or acts of corruption. Even more objectionable is that the same heads of argument also argue that Mr J Watson lacks personal knowledge of matters that predated about the time of his appointment as director.**

[273] At the heart of the Constitution stand the rights to equality and to dignity. These two rights are for good reason mentioned first and second in the Bill of Rights. I firmly believe that courts should be vigilant in protecting the rights to equality and to dignity of those who find themselves involved in court processes. It matters not what wrong any family member of you is alleged to have done (or conversely how highly regarded your family name is). In a court you will be treated with dignity, and equal to everyone else. I will put it bluntly: If in the end it is to be found that the late Mr Gavin Watson and other employees of the group committed fraud, or acts of corruption, and that the books of account of the group constituted a fiction, **Mr J Watson** and Ms L Watson still **will be treated with respect in my court.**

[274] It does not end here. **The provisional liquidators accused senior counsel and a senior attorney** for the business rescue applicants in their heads of argument in the business rescue application **of misleading the Honourable Wright J in chambers** about the length of urgent application that was being prepared (70 pages<sup>177</sup> versus an ultimate 170 pages) for hearing on 4 December 2020. The lawyers



*were meeting the judge in chambers whilst the papers were being prepared in their absence. This conduct is then submitted to have been intended to mislead Wright J...*

*[278] The provisional liquidators in their heads of argument in the auction application go as far as accusing the lawyers preparing the business rescue application to have “been in the process of preparing an application contemplated by section 354 of the 1973 Act and after they reflected on the SCA Judgment and realised that such an application will not achieve a stay of the auction, they, at the last minute converted that application to a business rescue application”. This is done despite those counsel only being briefed days earlier. **The averment is made in the case pursued of a counsel being part of a conspiracy to abuse the court process. There is no factual basis for this, and an unreserved apology should have been tendered.** Reflection should have led to moderation.*

72. I am informed that that senior and junior counsel acting on behalf of the provisional liquidators subsequently apologised to the counsel and attorney acting on behalf of AGH in this matter, for making such false averments.
73. The above however is provided to demonstrate to the Chairperson of the Commission, that the provisional liquidators have already been found to have acted deliberately unlawfully in matters pertaining to African Global/Bosasa, and they have at all times been obstructive to the rights of AGH, and attempted to falsely impugn my character in an attempt to cover their own misdemeanours.
74. MacRobert have now suggested, *inter alia*, that I had explained previously that my participation in the 417 enquiry was aimed at defending the Watson family’s reputation, and that I had already on 3 May 2021 offered the section 417 evidence to Mr Wakeford’s attorneys of record in writing. Neither of these representations are truthful, and are merely aimed at discrediting my character before the Commission, as has been the modus operandi of the provisional liquidators.
75. I suggest that their latest representations to the Commission appear to be an extension of “*unacceptable way the provisional liquidators conducted themselves*”. Once more their case has not been argued on facts, their representations are replete with averments of dishonest and ulterior motives, and the provisional liquidators have once more equated themselves with being the rule of law.



## **DIMINISHING THE ROLE OF THE COMMISSION**

76. MacRobert in their representations have attempted to diminish the authority and responsibility of the Commission, stating that I cannot lawfully produce the section 417 evidence to any party including the Commission.

77. MacRobert have further gone on to say that;

*“rule 10 of the rules for the conduct of proceedings before the Zondo Commission deals with a call for documents by the Zondo Commission. However, rule 10 does not deal with a situation such as the present where a separate statute preserves the secrecy and confidentiality of evidence given at an enquiry.”*

*“If rule 10 is employed for purposes of circumventing the express intent behind section 417(7), it would conflict **with a superior legislative instrument**, in the form of plenary legislation by Parliament, and rule 10 would have to give way to it.”*

78. MacRobert however provided no basis on which they have reached this conclusion. Furthermore, they demonstrate a lack of understanding of the rules governing the Commission.

79. The rules of the Commission are not arbitrarily assigned, but they are derived from the terms of the Commissions Act of 1947, an Act that predates the 1973 Act by 26 years and has not been supplanted by it. The Commissions Act remains in full force and effect today.

80. In this regard, rule 10.1 of the Commission’s rules is derived from section 3(1) of the Commissions Act, which states;

*“For the purpose of ascertaining any matter relating to the subject of its investigations, a commission shall in the Union have the powers which a Provincial Division of the Supreme Court of South Africa has within its province to summon witnesses, to cause an oath or affirmation to be*



*administered to them, to examine them, and to call for the production of books, documents and objects.”*

81. The Commission and its Chairperson are therefore fully entitled to call for the production of any documents they deem relevant, including the record of the evidence of the 417 enquiry.
82. As already addressed above however, it is not only the Commission that MacRobert have attempted to elevate the provisional liquidators above, but they have also sought to elevate the position of provisional liquidator above that of the Master, in once more equating the concept of the law with themselves.

## CONCLUSION

83. In the judgment of the Supreme Court in *Gumede v Subel SC, Arnold NO [2006] 3 All SA 411 (SCA)*, Lewis JA stated (at para 19):

*"In my view, the bare assertion made by the appellants that the documents were confidential does not entitle them to withhold them. And the refusal to allow the commissioner sight of the documents requested so that he could consider whether they were indeed relevant did not assist their case as to the invasion of .. privacy. I do not accept the appellants' contention that, once a constitutional right is in issue, the person seeking to infringe it must show sufficient cause why that should be done. The proper approach is to determine whether there is reason to believe that the documents requested will throw light on the affairs of the company before the windingup. If so, their relevance will, in general, outweigh the right to privacy,"*

and (at para 21):

*"[b]earing in mind [Page 894(7)] the purpose of a section 417 enquiry the acquisition of information, and the recovery of assets for the benefit of creditors the right to obtain relevant evidence as to the plight of the insolvent company must, as a rule, prevail over the confidentiality of documents"*



84. From the above, the purpose of a 417 enquiry is to ultimately recover assets for the benefit of the creditors of the estate. This is accepted by MacRobert in their representations, whereby they have quoted the judgment of *Bernstein and Others v Bester and Others*.
85. MacRobert however have gone a step further, in suggesting that if the 19 pages of transcript provided were to find its way into the public domain, it would “jeopardise the entire enquiry and the liquidators’ ability to” interrogate witnesses and pursue the recovery of asset of Bosasa.
86. MacRobert however have made no effort to demonstrate a logical nexus connecting how the evidence provided would undermine the achievement of these objectives.
87. As previously addressed, if this suggestion is made on the basis merely that this is an instance of the privacy and confidentiality being contravened, then the consequences of such were already felt on 23 March 2020. This is further magnified by the releasing of the full record of evidence to the NPA in November 2020.
88. I fail to see how the providing of 19 pages of transcript regarding evidence given at the enquiry relevant to Kevin Wakeford in any way undermines this purpose of the recovery of assets.
89. MacRobert have suggested that Wakeford is motivated by self-interest in his submissions to the Commission regarding Agrizzi. I would imagine that Wakeford would not deny as much, however it is confounding as to why MacRobert would suggest this is a disqualifying purpose.
90. It is clearly in self-interest of Wakeford to challenge the truthfulness of the evidence given against him at the Commission, however it is also in the interest of the Commission to test the truthfulness of this evidence.
91. Furthermore, although this judgment referred to above related to a 417 enquiry, it is relevant that the ruling of the SCA found that it was not sufficient to assert privacy and confidentiality of a document, to withhold it from the commissioner.



92. The proper approach was for the commissioner to determine whether the document would throw light on the relevant affairs and thus the relevance of the document would outweigh the right to privacy.
93. In the same way it is for the Chairperson of this Commission to review the transcripts and to consider if they throw light on the truthfulness of the accusations made about Wakeford, and thus if their relevance outweighs the right to privacy.
94. In this regard, at all times previously the Commission has ruled that the public's right to the information has outweighed the witnesses right to privacy.

Yours faithfully

A handwritten signature in black ink, appearing to read 'Jared Watson', is written over a horizontal line.

JARED WATSON  
DIRECTOR – AFRICAN GLOBAL HOLDINGS

ANNEXURE "A" - 417 ENQUIRY COURT ORDER

*Handwritten signature*  
16/01/2020  
'A'

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IN THE HIGH COURT OF SOUTH AFRICA  
(GAUTENG LOCAL DIVISION, JOHANNESBURG)

Case Number: 864/20

In the *ex parte* applicant of:

- C MURRAY N.O. 1<sup>ST</sup> APPLICANT
- RF LUTCHMAN N.O. 2<sup>ND</sup> APPLICANT
- T OOSTHUIZEN N.O. 3<sup>RD</sup> APPLICANT

[In their capacities as duly appointed joint provisional liquidators of African Global Operations Proprietary Limited]

[Master's Reference G. 155/19]

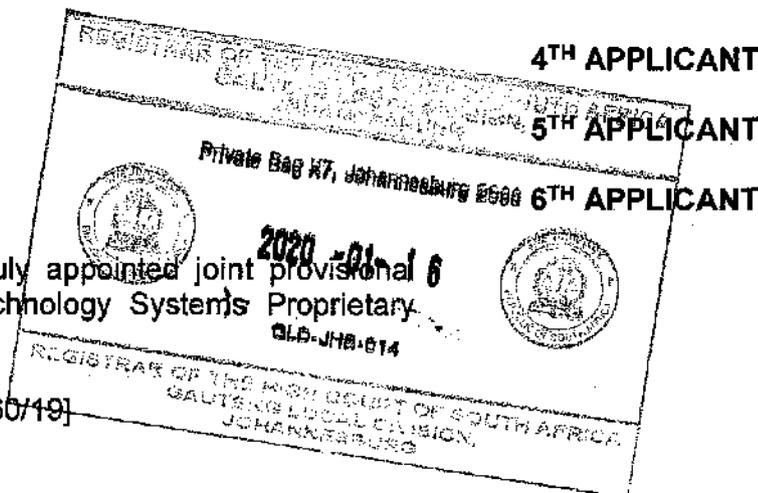
- C MURRAY N.O. 4<sup>TH</sup> APPLICANT
- RF LUTCHMAN N.O. 5<sup>TH</sup> APPLICANT
- NAG OMAR N.O. 6<sup>TH</sup> APPLICANT

[In their capacities as duly appointed joint provisional liquidators of Global Technology Systems Proprietary Limited]

[Master's Reference G. 160/19]

- C MURRAY N.O. 7<sup>TH</sup> APPLICANT
- RF LUTCHMAN N.O. 8<sup>TH</sup> APPLICANT
- SM NTSIBANDE N.O. 9<sup>TH</sup> APPLICANT
- AB OCTOBER N.O. 10<sup>TH</sup> APPLICANT

[In their capacities as duly appointed joint provisional liquidators of Bosasa Properties Proprietary Limited]



PS

[Master's Reference G. 161/19]

**C MURRAY N.O.** 11<sup>TH</sup> APPLICANT

**RF LUTCHMAN N.O.** 12<sup>TH</sup> APPLICANT

**M BENADE N.O.** 13<sup>TH</sup> APPLICANT

[In their capacities as duly appointed joint provisional liquidators of Rodcor Proprietary Limited]

[Master's Reference G. 164/19]

**C MURRAY N.O.** 14<sup>TH</sup> APPLICANT

**RF LUTCHMAN N.O.** 15<sup>TH</sup> APPLICANT

[In their capacities as duly appointed joint provisional liquidators of Watson Corporate Academy Proprietary Limited]

[Master's Reference G. 158/19]

**C MURRAY N.O.** 16<sup>TH</sup> APPLICANT

**RF LUTCHMAN N.O.** 17<sup>TH</sup> APPLICANT

**D BASSON N.O.** 18<sup>TH</sup> APPLICANT

[In their capacities as duly appointed joint provisional liquidators of On-IT-4 Proprietary Limited]

[Master's Reference G. 157/19]

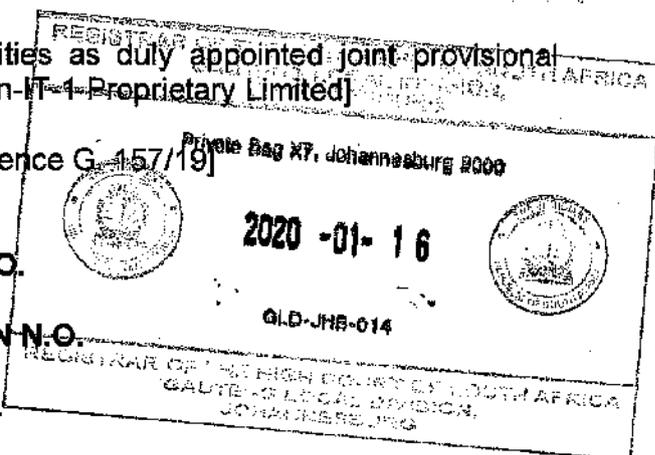
**C MURRAY N.O.** 19<sup>TH</sup> APPLICANT

**RF LUTCHMAN N.O.** 20<sup>TH</sup> APPLICANT

**MB BEGINSEL** 21<sup>ST</sup> APPLICANT

[In their capacities as duly appointed joint provisional liquidators of Bosasa IT Proprietary Limited]

[Master's Reference G. 162/19]



RS

**C MURRAY N.O.**

**22<sup>ND</sup> APPLICANT**

**RF LUTCHMAN N.O.**

**23<sup>RD</sup> APPLICANT**

**M BECKER N.O.**

**24<sup>TH</sup> APPLICANT**

[In their capacities as duly appointed joint provisional liquidators of Bosasa Supply Chain Management Proprietary Limited]

[Master's Reference G. 159/19]

**C MURRAY N.O.**

**25<sup>TH</sup> APPLICANT**

**RF LUTCHMAN N.O.**

**26<sup>TH</sup> APPLICANT**

**R PARBHOO N.O.**

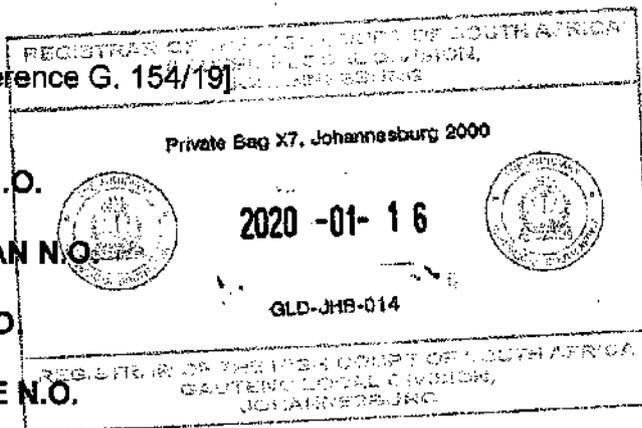
**27<sup>TH</sup> APPLICANT**

**L OPPERMAN N.O.**

**28<sup>TH</sup> APPLICANT**

[In their capacities as duly appointed joint provisional liquidators of Leading Prospects Trading 111 Proprietary Limited]

[Master's Reference G. 154/19]



**C MURRAY N.O.**

**29<sup>TH</sup> APPLICANT**

**RF LUTCHMAN N.O.**

**30<sup>TH</sup> APPLICANT**

**OA NONG N.O.**

**31<sup>ST</sup> APPLICANT**

**TH NONYANE N.O.**

**32<sup>ND</sup> APPLICANT**

[In their capacities as duly appointed joint provisional liquidators of Bosasa Youth Development Centres Proprietary Limited]

[Master's Reference G. 163/19]

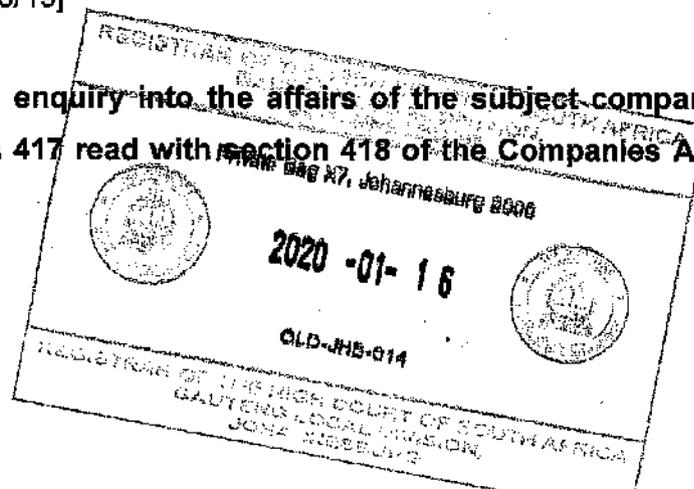
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<b>C MURRAY N.O.</b>	<b>33<sup>RD</sup> APPLICANT</b>
<b>RF LUTCHMAN N.O.</b>	<b>34<sup>TH</sup> APPLICANT</b>
<b>TV ODELL N.O.</b>	<b>35<sup>TH</sup> APPLICANT</b>
<b>G NOKHANDA N.O.</b>	<b>36<sup>TH</sup> APPLICANT</b>

[In their capacities as duly appointed joint provisional liquidators of Black Rox Security Intelligence Services Proprietary Limited]

[Master's Reference G. 156/19]

For leave to conduct an enquiry into the affairs of the subject companies, as contemplated by section 417 read with section 418 of the Companies Act 61 of 1973



**THE FOLLOWING ORDER IS GRANTED AFTER HAVING READ AND CONSIDERED THIS APPLICATION AND AFTER HAVING HEARD COUNSEL FOR THE APPLICANTS:**

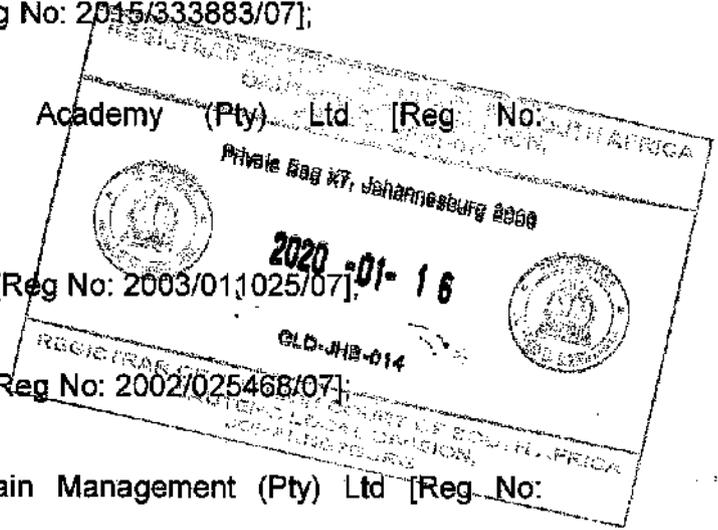
1. The court sanctions the hearing of this application in camera.
2. This matter is heard as one of urgency and the applicants' non-compliance with the uniform rules of court otherwise applicable to time periods and forms of services are hereby condoned in terms of uniform

RS

rule 6(12). The matter is consequently determined as an urgent application.

3. That the voluntary winding-up of:

- 3.1. African Global Operations (Pty) Ltd [1981/012426/07];
- 3.2. Global Technology Systems (Pty) Ltd [Reg No: 2005/000500/07];
- 3.3. Bosasa Properties (Pty) Ltd [Reg No: 1989/005154/07];
- 3.4. Rodcor (Pty) Ltd [Reg No: 2015/333883/07];
- 3.5. Watson Corporate Academy (Pty) Ltd [Reg No: 2018/012314/07];
- 3.6. On-IT-One (Pty) Ltd [Reg No: 2003/011025/07];
- 3.7. Bosasa IT (Pty) Ltd [Reg No: 2002/025468/07];
- 3.8. Bosasa Supply Chain Management (Pty) Ltd [Reg No: 2002/008442/07];
- 3.9. Leading Prospect Trading 111 (Pty) Ltd [Reg No: 2002/017229/07];
- 3.10. Bosasa Youth Development Centre (Pty) Ltd [Reg No: 2003/002608/07]; and



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3.11. Black Rox Security Intelligence Services (Pty) Ltd [Reg No: 1995/010121/07] ("the Subject Companies");

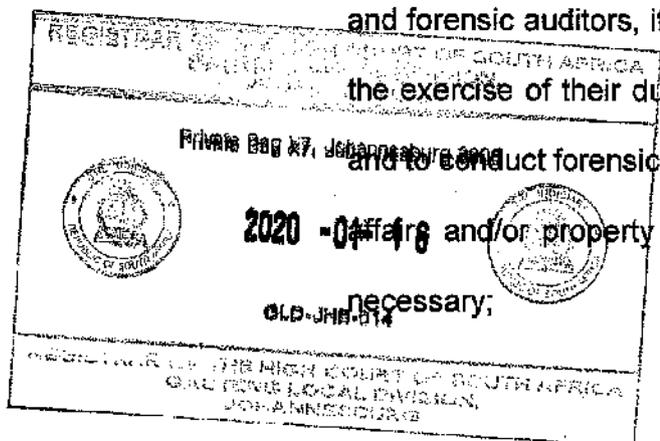
be converted into a winding-up by the Court, as provided for in terms of Section 346(1)(e) read with Section 347(4) of the Companies Act 61 of 1973.

4. The effective date of the liquidation of the Subject Companies will remain as 14 February 2019.

5. The powers of the applicants are hereby extended, as contemplated in section 386(4) of the Companies Act, 61 of 1973, and that the applicants are hereby granted leave and/or authorised:

5.1. To launch this application in the name of and/or on behalf of the Subject Companies as intended in section 386(4)(a) of the Companies Act, 61 of 1973 and as read with section 388(1) thereof;

5.2. To appoint legal advisors (including attorneys and counsel) and forensic auditors, if necessary, to assist the applicants in the exercise of their duties of taking appropriate legal action and to conduct forensic investigations into the trade, dealings, and to conduct forensic investigations into the trade, dealings, and/or property of the Subject Companies, as and if necessary;



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5.3. To enter into a fee agreement with attorneys and counsel and forensic auditors, and/or other professional service providers, as may reasonably be required by the applicants to give effect hereto and/or to execute their duties.

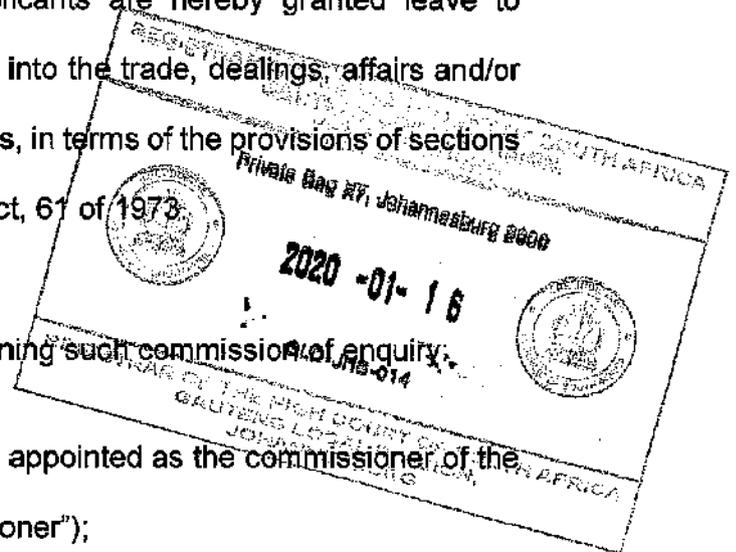
6. In terms of section 388(1) of the Companies Act, 61 of 1973, as read with section 417(1) thereof, the applicants are hereby granted leave to conduct a commission of enquiry into the trade, dealings, affairs and/or property of the Subject Companies, in terms of the provisions of sections 417 and 418 of the Companies Act, 61 of 1973.

7. For the purposes of and/or convening such commission of enquiry:

7.1. Justice Meyer Joffe be appointed as the commissioner of the enquiry ("the commissioner");

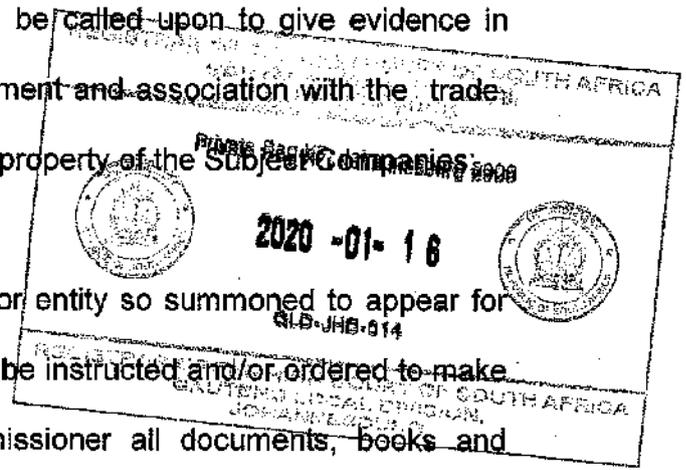
7.2. The commissioner be authorised to issue subpoenas to any person and/or entity to appear before him at the enquiry for the purpose of being examined by the applicants and/or creditors of the Subject Companies or their legal representatives;

7.3. The signature of the commissioner will be sufficient for the official authorization of any subpoena issued against any witness for the purpose of the enquiry;



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7.4. That such persons and/or entities subpoenaed to appear before the commissioner for the purpose as aforesaid be examined before the commissioner at a place and on a date and time determined by the commissioner and that such persons and/or entities be called upon to give evidence in respect of their involvement and association with the trade dealings, affairs and/or property of the Subject Companies;



7.5. That each person and/or entity so summoned to appear for the purposes aforesaid be instructed and/or ordered to make available to the commissioner all documents, books and evidential material in their possession and/or under their control which may contribute to the discovery of assets and/or assist with the investigation into the trade, dealings, affairs and/or property of the Subject Companies;

7.6. That the commissioner be directed and instructed to report to the Master of the High Court, Pretoria or Johannesburg ("the Master") in respect of the following, although not limited thereto:

7.6.1. The identity of the witnesses who gave evidence before the commissioner;

7.6.2. The nature, content and necessity of the evidence of each such witness, the relevance thereof and to which extent the evidence of such witnesses contributed to

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the investigation into the trade, dealings, affairs and/or property of the Subject Companies;

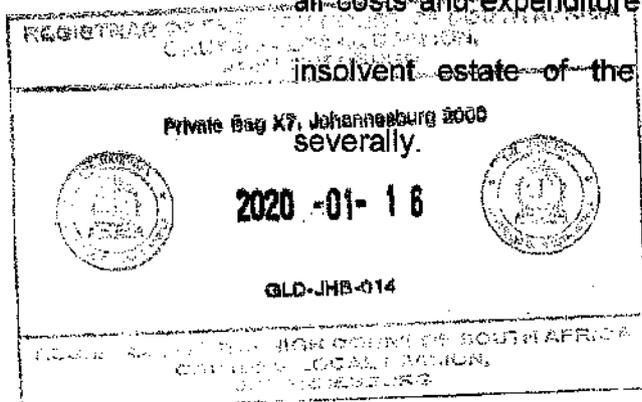
7.6.3. Which assets and/or monies were discovered, if any, through the enquiry and which advantage was derived to the creditors of the Subject Companies as a result thereof; and

7.6.4. Whether any unlawful acts, transgressions and/or any other irregularities were discovered by means of the evidence before the commissioner and whether such matters should be referred to the relevant authority for consideration.

**7.7. That the content of this application, the evidence submitted at or during the enquiry and the report of the commissioner be treated as confidential and that such evidence may not be disclosed to any person without the prior written authority of the Master;**

7.8. That the costs of the enquiry, including the costs of the commissioner, the legal representatives for the applicants and ~~all costs and expenditure~~ incidental thereto be borne by the

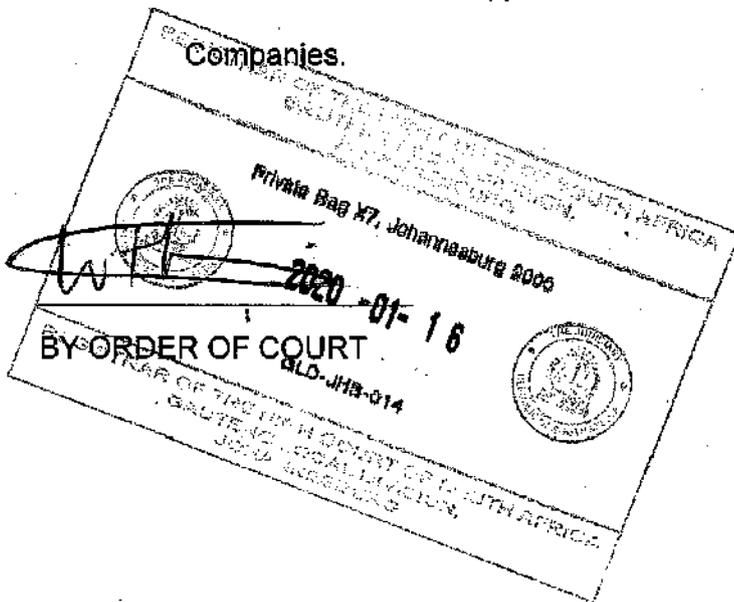
~~insolvent estate of the~~ Subject Companies, jointly and



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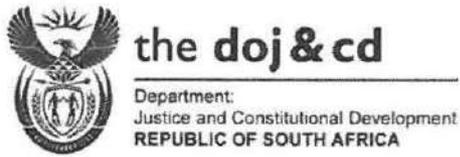
8. That any Order granted herein by the Honourable Court be served on the Master and the Companies and Intellectual Property Commission by hand.

9. That the costs of this application be costs in the liquidation of the Subject Companies.



RS

## ANNEXURE "B" - LETTER OF CHIEF MASTER

**BRANCH: OFFICE OF THE CHIEF MASTER**

Private Bag X 81, PRETORIA, 0001, SALU Building, 316 Thabo Sehume Street, PRETORIA

Tel (012) 406 4795

Ref:

Eng: Adv. Martin Mafojane

E-mail: [MMAfojane@justice.gov.za](mailto:MMAfojane@justice.gov.za)

To: Goodes and Seedat Inc

Randburg

Per email: - [zherselman@gsine.co.za](mailto:zherselman@gsine.co.za)

- Cc:
1. Ms. T. Bezuidenhout per email. [TBezuidehout@justice.gov.za](mailto:TBezuidehout@justice.gov.za)  
(Chief Director: Inland Operation)
  2. Ms. NP Roberts: per email. [PROberts@justice.gov.za](mailto:PROberts@justice.gov.za) (Master Pretoria)
  3. Ms. C Rossouw: per email. [CRossouw@justice.gov.za](mailto:CRossouw@justice.gov.za) (Deputy Master:Pretoria)
  4. Mr. R Maphaha: per email [RMaphaha@justice.gov.za](mailto:RMaphaha@justice.gov.za) (Deputy Master
  5. Mr. L Pule: per email [LPule@justice.gov.za](mailto:LPule@justice.gov.za) (Master :Johannesburg)

**RE: AFRICAN GLOBAL HOLDINGS (PTY) Ltd & OTHER// R.F. LUTCHMANN N.O. & OTHER CASE NUMBERS 42741/2019 AND 44812/2019: your ref: Goodes /ZH/MAT 1679**

1. I refer to your letters dated 22 December 2020 and your undated letter received as an attachment to email dated 2021/01/22.
2. While your first letter dated 22 December 2020 is substantial long with a variety of allegations against the Master and making demands from the Master:Pretoria and in some instances from the Chief Master, please note that for brevity sake, I will deal with what I deem to be essential as it relates to Office of the Chief Master. Any averment and or allegation not specifically dealt with herein, is accordingly denied and can be taken as dispute.
3. I get a sense that there is a material misunderstanding of the position, role and responsibility of the Chief Master. So glaring is that misunderstanding because your two letters are addressed to "the Master of the Court: Pretoria". So those letters in fact are not addressed to me as the Chief Master because I am not in the office of the Master of the High Court : Pretoria
4. It is a side-issue to deal with my appointment and commencement of my duties in the position of the Chief Master. For completeness sake, my appointment is with effect from 01 November 2020 and I started to serve from 02 November 2020.
5. Your understanding of Section 2(b) and the definitions in Section 1 of Act 66 of 1965 is incorrect. I do not agree with you and I regard it as an opportunistic attempt to draw me (Chief Mater) in to the operations. There is no ambiguity in the definition of the word "Master" ,*the definition is very clear , the " Master , in relation to any matter; property or estate , means the Master ,Deputy Master or Assistant Master of a High Court appointed under section 2 ..."* So the legislature did not say the Master means, in relation to any matter, property or estate, means the Chief Master, Master, Deputy Master or Assistant Master , Therefore there is no debate that Master definition meant to include the Chief Master , it does not say so.

6. Having outlined my understanding of the Master, it comes to logic that all statutory power vested in the Master do not necessarily vest in me. I thus submit and hold the view that I cannot appoint, add, or remove any Liquidator in any matter, I am therefore not going to do so in these matters or any other matter.
7. For completeness sake, your allegations about Ms. Bezuidenhout, she denies all those allegations and has reversed her rights to consult with her Legal representatives regarding and concerning any allegation you made about and concerning her role, as alleged in your aforesaid letters.
8. Without going further into the details of the files, I directed that the files being opened in and bearing references of Johannesburg Master`s Office, that those files be attend to from that Office. Accordingly your request to add, remove or consider the conduct of the Liquidators will be dealt by the Master Johannesburg.
9. Your future correspondence as to whether your request or allegations are considered, should be directed to the Master South Gauteng (Johannesburg) , for the attention of Deputy Master Mr. Reuben Maphaha with email address: [RMaphaha@justice.gov.za](mailto:RMaphaha@justice.gov.za) the Head of Johannesburg Office is Mr. L Pule.
10. I accordingly hope and trust that future correspondence in these matters will be made directed to Mr. R Maphaha. His immediate supervisor is Mr. L Pule and the next level supervisor is Ms. T Bezuidenhout.
11. I trust you find contents hereof in order and note that under my leadership of Master`s branch there is no appointment panel at the Chief Master`s office.

Sincerely



Martin M Mafojane (Adv)  
Chief Master  
Department of Justice and Constitutional Development

2021/02/09.

## ANNEXURE "C" - REQUEST SENT TO DEPUTY MASTER

**Goodes & Co.**  
*attorneys*

222 Rivonia Road, Entrance via: 1 Michelle Street, Block A,  
Ground Floor, Morningside Close Office Park, Morningside,  
Sandton 2196

PO Box 2061, Randburg 2125 | Docex 61, Randburg

Tel: +27 (0)11 656 1452 | Fax: +27 (0)11 656 1453

[www.goodesco.co.za](http://www.goodesco.co.za)

**MASTER OF THE HIGH COURT:  
JOHANNESBURG  
66 MARSHALL STREET  
CNR MARSHALL & SAUER STREET  
JOHANNESBURG**

Your Reference:  
THE MASTER OF THE HIGH COURT

Our Reference:  
GS GOODES/zh/MAT1679

E-mail: [office@goodesco.co.za](mailto:office@goodesco.co.za)

PER E-MAIL: [rmaphaha@justice.gov.za](mailto:rmaphaha@justice.gov.za)

Dear Sir,

**RE:APPLICATION TO OBTAIN CONSENT FOR THE RELEASE OF  
CONFIDENTIAL RECORD OF PROCEEDINGS OF AFRICAN GLOBAL  
OPERATIONS (PTY) LTD (IN LIQUIDATION) : ENQUIRY IN TERMS OF  
SECTION 417 AND 418**

1. We refer to the above and confirm that we act for and on behalf of Mr Jared Watson and African Global Holdings, the sole member of the companies in liquidation, (hereinafter referred to as our "**Clients**").
2. This is an application to you in your capacity as the Deputy Master responsible for the making of decisions in this particular instance.
3. We have been advised that you occupy the office of Deputy Master responsible for considering a request such as this.
4. **The purpose of this letter is to specifically request your consent to the release of the evidence/transcripts of evidence of 18 February 2020 and 02 October 2020**

---

DIRECTOR: G.S. GOODES (B.PROC)

Senior Associate: H.E. van der Walt (B.Proc) • Associate: N. Pillay (B.A Law, LLB) • Candidate Attorneys: R.M.A. Dos Santos, Z. Herselman, Z.A. Mvubela, J.M. Vos

GOODES AND CO. [Reg. No. 2012/184225/21]

obtained during the 417 Enquiry, as listed above, to hand such evidence over to the attorney of Mr Kevin Wakeford, Teresa Conradie, for the purposes of the utilisation thereof in the Zondo Commission.

5. It has come to the attention of our Clients that Messrs Agrizzi and Vorster have given contrary evidence to that which they provided in relation to Mr Wakeford at the Zondo Commission, and thus amounts to perjury either at the 417 enquiry or the Zondo Commission.
6. We are also aware that the Master has on a previous occasion provided consent to release the evidence and transcripts of evidence to the National Prosecuting Authority ("NPA") and the Investigative Directorate ("ID").
7. We refer you to section 417(7) of the Companies Act of 1973 which states:

***"(7) Any examination or enquiry under this section or section 418 and any application therefore shall be private and confidential, unless the Master or the Court, either generally or in respect of any particular person, directs otherwise."***

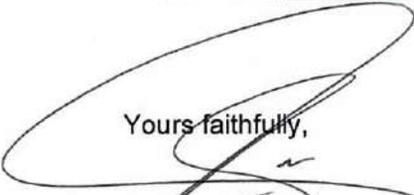
8. I attached hereto the Court Order convening the 417 enquiry and specific reference is made to prayer 7.7 which state the following:

***"7.7. That the content of this application, the evidence submitted at or during the enquiry and the report of the commissioner be treated as confidential and that such evidence may not be disclosed to any person without the prior written authority of the Master."***

9. This request/application is of urgent nature as it is required by the Zondo Commission **by close of business today**. The Chairperson of the Zondo Commission has indicated that due to the time constraints of the Commission there is no practical way of rescheduling the evidence to be brought by Mr Wakeford beyond tomorrow.

10. We thus require your urgent attention and decision incorporating an express consent, **before close of business today, Wednesday 5 May 2021 at 16:30.**

Yours faithfully,



**GOODES & CO. ATTORNEYS  
PER: GS GOODES**

## ANNEXURE "D" - AUTHORITY OF MASTER

IN THE LIQUIDATION OF-

**AFRICAN GLOBAL OPERATIONS (PTY) LTD (IN LIQUIDATION)**

**(MASTER'S REFERENCE: G155/2019)**

(referred to as "the company")

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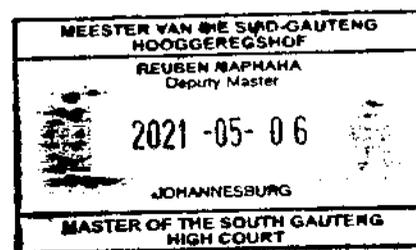
**CONSENT OF THE MASTER OF THE HIGH COURT IN TERMS OF SECTION 417 AND 418 OF THE COMPANIES ACT 61 OF 1973 AS READ WITH ITEM 9 OF SCHEDULE 5 OF THE COMPANIES ACT 71 OF 2008 IN RESPECT OF THE DISCLOSURE OF EVIDENCE AND TRANSCRIPTS OF 18 FEBRUARY 2020 AND 02 OCTOBER 2020 TO THE SOLE MEMBER OF GLOBAL HOLDINGS (MR JARED WATSON).**

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The Master hereby consents to the disclosure of the evidence/transcripts of the 18<sup>th</sup> February 2020 and 02<sup>nd</sup> October 2020 to the sole director of African Global Holdings for purpose of utilization in the Zondo Commission.



**MR R MAPHAHA**  
**DEPUTY MASTER OF THE HIGH COURT OF SOUTH AFRICA**  
**(GAUTENG DIVISION, JOHANNESBURG)**



'AA'

## ANNEXURE "E" - ORDER OF JOFFE TO UTILISE 417 EVIDENCE

Page 1 of 3 3452

**COMMISSION OF ENQUIRY IN TERMS OF SECTIONS 417 AND 418 OF THE COMPANIES ACT 61 OF 1973 (AS AMENDED) AS READ WITH SCHEDULE 5(9) TO THE COMPANIES ACT 71 OF 2009 CONVENED BEFORE COMMISSIONER RETIRED JUDGE MM JOFFE IN THE MATTER OF:**

**AFRICAN GLOBAL OPERATIONS PROPRIETARY LIMITED AND TEN OTHER COMPANIES.**

---

**RULING**

---

1. On 16 January 2020 an order was granted in the High Court (Gauteng Local Division). In terms of the order leave was granted to conduct a commission of enquiry in terms of sections 417 and 418 of the Companies Act, 61 of 1973 into the trade, dealings, affairs and/or property of African Global Operations (Pty) Ltd and 10 other companies referred to as the "Subject Companies". In terms of paragraph 7.1 of the order I was appointed as the commissioner of the enquiry. Paragraph 7.7 of the order provided that the content of the application, the evidence submitted at or during the enquiry and the report of the commissioner may not be disclosed to any person without the prior written consent of the Master.
2. In 17 March 2020 the same court as that referred to in paragraph 1 above, varied paragraph 7.7 of the order of 16 January 2020. The effect of the variation was to provide for the consent to the disclosure provided for in paragraph 7.7 to be given by the court or the commissioner in addition to the Master.
3. The enquiry has sat for a number of days and a large amount of evidence has been led. This evidence has been recorded and a transcript of the evidence is available.
4. There are at present two pending applications before the High Court (Gauteng Local Division). In the one application under case number 42741/2019 the applicants seek

D 10

an order placing African Global Operations (Pty) Ltd and certain subsidiaries in business rescue. In the other application under case number 44827/2019 the applicants seek an order reversing the consequences of a sale of assets which took place on 4 to 6 December 2019. I am informed that the applications will be heard together on 4 and 5 May 2020. The liquidators of African Global Operations (Pty) Ltd oppose these applications and were given leave to file supplementary affidavits.

5. I have had placed before me a draft supplementary affidavit to be deposed to by Mr C Murray who is one of the liquidators of African Global Operations (Pty) Ltd and who is cited inter alia in the aforesaid two applications. As stated above the liquidators were given leave to file such a supplementary affidavit. A copy of the draft supplementary affidavit is attached marked "SDA".
6. In paragraph 15 of the draft affidavit Mr Murray states that: "The further evidence that we intend to introduce in this affidavit primarily emanate from the enquiry and concern matters directly relevant to the determination of the pending application."
7. My consent is sought for the disclosure of evidence obtained at the enquiry in the draft affidavit.
8. On a reading of the draft affidavit it is manifest that reference is made to evidence that was obtained at the enquiry. By way of example I refer to paragraphs 43 to 71 of the draft affidavit. These paragraphs refer to the evidence given at the enquiry by Mr CJA Wolmarans and Ms L Ungerer who were auditors at D'Arcy Herrman. In addition they both confirmed the truth, authenticity and correctness of statements previously made by them. Evidence was given in regard of the role of Consilium Business Consultants (Pty) Ltd, Ms MD Longworth, Miotto Trading and Advisory Holdings (Pty) Ltd, Bosasa Supply Chain Management (Pty) Ltd and SeaArk Africa (Pty) Ltd. In addition an extract of the evidence of Mr D Potgieter is attached to the draft affidavit as well as an extract of the evidence of Mr J Watson.
9. The above does not purport to be a summary of the evidence given at the enquiry and incorporated in the draft affidavit. It simply is indicative of the content of the draft affidavit.
10. In considering the application regard must be had to the consequence of granting it. Granting the application would render nugatory the privacy and confidentiality provisions relevant to the evidence given at the enquiry. What falls to be weighed up against this is the creditors right, as represented by the liquidators, to place before

D 16

the court hearing the aforesaid two applications all relevant evidence, as presently revealed in the enquiry, so as to determine precisely what occurred in the group of companies. If the court upholds the liquidators' contentions and the liquidation continues the enquiry will continue and further wrong doing may be uncovered at the enquiry which could lead to the recovery of amounts to which the creditors of the companies can rightly lay claim.

11. Regard being had to all the circumstances it is clear that the liquidators must be entitled to place the evidence which the enquiry has brought to the fore before the court hearing the two applications.
12. In the result consent is given for the reference to and use of the record of the evidence given at the enquiry as set out in the draft affidavit to which this ruling is attached.

Signed at Sandton on Monday 23 March 2020.

  
MM. Joffe

Commissioner.



ANNEXURE "F" - 417 ENQUIRY EVIDENCE PROVIDED TO NPA

**MacRobert**  
Attorneys

Incorporated No. 1978/004694/21

MacRobert Building  
cnr Justice Mahomed & Jan Shoba Streets  
Brooklyn Pretoria RSA  
Private Bag X18 Brooklyn Square 0075  
DoceX 43 PretoriaGPS Co-ordinates: S 25° 46' 2.28", E 28° 14' 10.68"  
law@macrobert.co.za www.macrobert.co.za  
Pretoria Tel +27 12 425 3400  
Fax +27 12 425 3600

Mr Jared Michael Watson

C/o Goodes and Seedat Inc

By email: [george@gsinc.co.za](mailto:george@gsinc.co.za)  
[zherselman@gsinc.co.za](mailto:zherselman@gsinc.co.za)

and

Ms Suna S de Villiers

By Email: [sdevilliers@npa.gov.za](mailto:sdevilliers@npa.gov.za)Other Branches:  
Johannesburg Tel +27 10 110 9699 Fax +27 86 575 7609  
Cape Town Tel +27 21 464 2400 Fax +27 86 582 6478  
Durban Tel +27 31001 8905 Fax +27 86 550 4286

YOUR REF:

OUR REF:  
**C A Wessels/Lbn**  
**00046040**DATE:  
**13 November 2020**

Dear Sir / Madam

**ENQUIRY IN TERMS OF SECTION 417 AND 418 OF THE COMPANIES ACT, 61 OF 1973: RECORD OF ENQUIRY – ASSET FORFEITURE UNIT**

1. We refer to the abovementioned matter and confirm that we act on behalf of the joint provisional liquidators, appointed in respect of the following entities:

- 1.1 African Global Operations Proprietary Limited
- 1.2 Global Technology Systems Proprietary Limited
- 1.3 Bosasa Properties Proprietary Limited
- 1.4 Rodcor Proprietary Limited
- 1.5 Watson Corporate Academy Proprietary Limited
- 1.6 On-IT-1 Proprietary Limited
- 1.7 Bosasa IT Proprietary Limited
- 1.8 Bosasa Supply Chain Management Proprietary Limited
- 1.9 Leading Prospects Trading 111 Proprietary Limited
- 1.10 Bosasa Youth Development Centres Proprietary Limited


**MERITAS**  
MEMBERSHIP  
 Member

Conveyancers Notaries &amp; Trade Mark Agents

Your strategic partner at law

**Directors** GP van der Merwe (Chairman) LM Mahlangu SM Jacobs CA Wessels N Caine J Albertse S van der Merwe KM Greig JA Erasmus JD van Broekhuizen CN Groenewald AS van Niekerk L Gani KC Cameron JC Jansen van Rensburg SB Wotshela JB Mayaba J Naidoo A Abarder PS Ntuli K Zybrands KM Thomas FA Dreyer T Booysse DT Vraagom RM Masolo K Sehanka MG Moshoeshoe

**Consultants** DE Pfaff T Charters NA Janse van Rensburg S Hayat C Pepermans

**Senior Associates** E Deppe C Le Roux T Rengecas N Ramcharan E Ward JS Uys KF Ussuph H Verwey K Tumba Diong W Gani T Pharo T Nwedamutsu M Brookes

**Associates** M Naude A Dhanuk T Maritz MI Dube CV Limberg V Mbhele T Molaba R Chinner KJ Francis AG Dlula U Ramaifo R Motloung

1.11 Black Rox Security Intelligence Services Proprietary Limited

2. We further confirm that on 16 January 2020, an order was granted in terms of section 417 and 418 of the Companies Act, 61 of 1973.
3. On 26 May 2020, we were requested by the Investigating Directorate of the NPA as well as the Asset Forfeiture Unit (AFU) to provide them with access to the record of the liquidation enquiry, currently being undertaken by the provisional liquidators.
4. On 23 September 2020, we were informed by the AFU that the Deputy Master of the High Court, Gauteng Division, Pretoria had granted permission and that we were directed to release the record of the enquiry to the NPA.
5. Our clients intend abiding to the directive of the Master of the High Court and the record of the enquiry will therefore be made available to the AFU on 25 November 2020, unless we are provided with a court order, directing otherwise.
6. Kindly acknowledge receipt.

Yours faithfully



**MACROBERT INC**  
**C A WESSELS**

[nwessels@macrobert.co.za](mailto:nwessels@macrobert.co.za)

Direct telephone number : (012) 425-3487

Limited (In Liquidation) sought consent for the disclosure of parts of the transcript of the enquiry. The consent was sought in regard to two pending applications. In the application and order was sought relating African Global Operations Proprietary (in liquidation) and certain subsidiaries in business rescue. In the other application the applicants sought an order reversing the consequences of a sale of assets which the liquidators had been given. The content of the record in respect of the witnesses referred to above was for the preparation of the aforesaid supplementary affidavit. In a ruling dated 23 March 2020 the provisional liquidators were granted leave to utilise the record of the enquiry in the limited extent sought.



Angelo Agrizzi

13:34

ANNEXURE "G" - WHATSAPP STATUS OF AGRIZZI DISCLOSING WITZ SUBMISSIONS PUBLICLY

- 11. In so far as reference is made to the above ruling, it is manifest that the ruling is distinguishable from the facts presently before me.
- 12. The precise relationship between Mr Wakeford and Mr Watson is not set out in the aforesaid letter of Goodes & Seedat Inc. Paragraph 3.11 of the letter from Goodes & Seedat Inc. constitutes the high watermark of the relationship. It is clear that Mr Wakeford should not be privy to the proceedings at the enquiry and certainly should not have access to the transcript or any part of it.
- 13. Mr Watson's entitlement to access to the record, subject to confidentiality undertakings, is in his capacity as a director of African Global Operations Proprietary Limited and for no other purpose. He certainly is not entitled to make it available to Mr Wakeford or other third parties no matter how laudable his intentions may be. It

Page 5 of 5

must be emphasised that the transcript was made available to Mr Watson on his undertaking to maintain the confidence of the proceedings at the enquiry.

- 14. In a subsequent letter dated 14 September 2020 Goodes & Seedat Inc. addressed further submissions to me. In the light of the undertaking to maintain the confidentiality of the enquiry which Mr Watson furnished, the further submissions do not take the matter any further.
- 15. In the result Mr Watson has no permissible personal interest which he seeks to serve by the use of the transcript or any portion of it. Mr Wakeford has no entitlement to the transcript or any portion of it.
- 16. In the result the relief sought by Goodes & Seedat Inc in their letter of 25 August 2020 is not to be granted.

The Truth always trumps ....

17. I rule accordingly.

Dated at Sandton on the 9<sup>th</sup> day of October 2020.

Reply

MM [Signature]

22:32



Angelo Agrizzi

22:50 Missions to Zondo Com...



- 61 The section 417 proceedings are more than the purpose for which Mr Wakeford now wants to rely on it and the purpose for which Mr Watson has leaked it to him. Indeed, as was pointed out by the Commissioner, permission was granted to Mr Watson – not personally, but in a representative capacity on behalf of the member of Operations, to wit Holdings, to attend the proceedings and to be provided with a copy of the transcript. It is Holdings (*qua* member), and not Mr Watson personally, that has a lawful entitlement to attend the proceedings and to access the record of the proceedings. Mr Watson, personally, has no such right, and he personally was afforded no such access. It is indeed Mr Watson personally, and so too Mr Wakeford, that now seek to abuse the access given to Holdings to advance their personal interests and their apparent vendetta against Messrs Agrizzi and Van Tonder. The evidence given by Mr Wakeford on 6 May 2021 leaves one in no doubt that he is motivated by personal interests calling Mr Agrizzi, amongst other things “greedy” a “racist” and a “narcissist” and having “fabricated lies” against him (Mr Wakeford). Mr Wakeford’s character assassination of Mr Agrizzi (deserving or not) does not create a legitimate platform for him or Mr Watson to abuse the secrecy and confidentiality regime that applies to enquiries under sections 417 and 418 of the 1973 Act. The liquidators have no interest in the personal squabbles between Messrs Watson and Wakeford, on the one hand, and Mr Agrizzi, on the other hand. The liquidators are not in any way aligned with Messrs Agrizzi, Van Tonder or Vorster. Indeed, they were extensively interrogated in the section 417 proceedings and it is a matter of public record that the liquidators have instituted legal proceedings against Messrs Agrizzi and Van Tonder for the recovery of the vast amounts of money that they have received from Bosasa.
- 62 It is clear in the present circumstances that Mr Watson is utilising the evidence obtained through the section 417 enquiry to assist Mr Wakeford in pursuance of what is clearly an ulterior and personally motivated purpose.

Page 22 of 28

- 63 If a company is placed in liquidation by the court, liquidation proceedings in respect of that entity is statutorily considered to have commenced on the date that the court was presented with an application for the winding up of that company.<sup>2</sup> It is trite that this date constitutes the date on which the application is issued.
- 64 The commencement of liquidation proceedings<sup>3</sup> in relation to a company brings with it, in



Reply



**IN THE HIGH COURT OF SOUTH AFRICA  
(GAUTENG LOCAL DIVISION, JOHANNESBURG)**

**CASE NUMBERS: 42741/19, 44827/19 and 32083/19**

1. Reportable: No
2. Of interest to other judges: No
3. Revised: No

  
\_\_\_\_\_  
DP de Villiers AJ

**In case numbers 42741/19 and 44827/19:**

In re:

**AFRICAN GLOBAL HOLDINGS (PTY) LTD**

First Applicant

**SUN WORX (PTY) LTD**

Second Applicant

**KGWERANO FINANCIAL SERVICES (PTY) LTD**

Third Applicant

and

**RALPH FARREL LUTCHMAN N.O.**

First Respondent

**CLOETE MURRAY N.O.**

Second Respondent

**TANIA OOSTHUIZEN N.O.**

Third Respondent

**MARIANNE OELOFSEN N.O.** Fourth Respondent

In their capacities as the joint provisional liquidators of **AFRICAN GLOBAL OPERATIONS (PTY) LTD** (in liquidation)

**RALPH FARREL LUTCHMAN N.O.** Fifth Respondent

**CLOETE MURRAY N.O.** Sixth Respondent

**SELBY MUSAWENKOSI NTSIBANDE N.O.** Seventh Respondent

**ANDRE BOTHA OCTOBER N.O.** Eighth Respondent

In their capacities as the joint provisional liquidators of **BOSASA PROPERTIES (PTY) LTD** (in liquidation)

**RALPH FARREL LUTCHMAN N.O.** Ninth Respondent

**CLOETE MURRAY N.O.** Tenth Respondent

**NURJEHAN ABDOOL GAFAAR OMAR N.O.** Eleventh Respondent

In their capacities as the joint provisional liquidators of **GLOBAL TECHNOLOGY SYSTEMS (PTY) LTD** (in liquidation)

**RALPH FARREL LUTCHMAN N.O.** Twelfth Respondent

**CLOETE MURRAY N.O.** Thirteenth Respondent

**ROYNATH PARBHOO N.O.** Fourteenth Respondent

**LIZETTE OPPERMAN N.O.** Fifteenth Respondent

In their capacities as the joint provisional liquidators of **LEADING PROSPECT TRADING 111 (PTY) LTD** (in liquidation)

**RALPH FARREL LUTCHMAN N.O.** Sixteenth Respondent

**CLOETE MURRAY N.O.** Seventeenth Respondent

**OFENTSE ANDREW NONG N.O.** Eighteenth Respondent

**TSHEPO HARRY NONYANE N.O.** Nineteenth Respondent

In their capacities as the joint provisional liquidators of **BOSASA YOUTH DEVELOPMENT CENTRES (PTY) LTD** (in liquidation)

**RALPH FARREL LUTCHMAN N.O.** Twentieth Respondent

**CLOETE MURRAY N.O.** Twenty-First Respondent

**TARYN VALERIE ODELL N.O.** Twenty-Second Respondent

**GORDON NOKHANDA N.O.** Twenty-Third Respondent

In their capacities as the joint provisional liquidators of **BLACK ROX SECURITY INTELLIGENCE SERVICES (PTY) LTD** (in liquidation)

**RALPH FARREL LUTCHMAN N.O.** Twenty-Fourth Respondent

**CLOETE MURRAY N.O.** Twenty-Fifth Respondent

**MILANI BECKER N.O.** Twenty-Sixth Respondent

In their capacities as the joint provisional liquidators of **BOSASA SUPPLY CHAIN MANAGEMENT (PTY) LTD** (in liquidation)

**RALPH FARREL LUTCHMAN N.O.** Twenty-Seventh Respondent

**CLOETE MURRAY N.O.** Twenty-Eighth Respondent

**MARC BRADLEY BEGINSEL N.O.** Twenty-Ninth Respondent

In their capacities as the joint provisional liquidators of **BOSASA IT (PTY) LTD** (in liquidation)

**RALPH FARREL LUTCHMAN N.O.** Thirtieth Respondent

**CLOETE MURRAY N.O.** Thirty-First Respondent

**MARIETTE BENADE N.O.** Thirty-Second Respondent

In their capacities as the joint provisional liquidators of **RODCOR (PTY) LTD** (in liquidation)

**RALPH FARREL LUTCHMAN N.O.** Thirty-Third Respondent

**CLOETE MURRAY N.O.** Thirty-Fourth Respondent

**JACOLIEN FRIEDA BARNARD N.O.** Thirty-Fifth Respondent

In their capacities as the joint provisional liquidators of **WATSON CORPORATE ACADEMY (PTY) LTD** (in liquidation)

**RALPH FARREL LUTCHMAN N.O.** Thirty-Sixth Respondent

**CLOETE MURRAY N.O.** Thirty-Seventh Respondent

**DEIDRE BASSON N.O.** Thirty-Eighth Respondent

In their capacities as the joint provisional liquidators of ON-IT-1 (PTY) LTD (in liquidation)

**PARK VILLAGE AUCTIONEERS AND  
PROPERTY SALES (PTY) LTD** Thirty-Ninth Respondent

(A further 177 respondents set out in an order dated 11 March 2020 have been joined as the Fortieth Respondent to the Two-Hundred-and-Sixteenth Respondent, but none opposed the two applications)

**COMMISSIONER FOR THE SOUTH  
AFRICAN REVENUE SERVICES** First Intervening Party

**FIDELITY SECURITY SERVICES  
(PTY) LTD** Second Intervening Party

**In case number 32083/19:**

**FIDELITY SECURITY SERVICES  
(PTY) LTD** Applicant

and

**AFRICAN GLOBAL HOLDINGS (PTY) LTD** First Respondent

**SUN WORX (PTY) LTD** Second Respondent

**KGWERANO FINANCIAL SERVICES (PTY) LTD** Third Respondent

and

**RALPH FARREL LUTCHMAN N.O.** Fourth Respondent

**CLOETE MURRAY N.O.** Fifth Respondent

**TANIA OOSTHUIZEN N.O.** Sixth Respondent

**MARIANNE OELOFSEN N.O.** Seventh Respondent

In their capacities as the joint provisional liquidators of **AFRICAN GLOBAL OPERATIONS (PTY) LTD** (in liquidation)

**RALPH FARREL LUTCHMAN N.O.** Eighth Respondent

**CLOETE MURRAY N.O.** Ninth Respondent

**SELBY MUSAWENKOSI NTSIBANDE N.O.** Tenth Respondent

**ANDRE BOTHA OCTOBER N.O.** Eleventh Respondent

In their capacities as the joint provisional liquidators of **BOSASA PROPERTIES (PTY) LTD** (in liquidation)

**RALPH FARREL LUTCHMAN N.O.** Twelfth Respondent

**CLOETE MURRAY N.O.** Thirteenth Respondent

**NURJEHAN ABDOOL GAFAAR OMAR N.O.** Fourteenth Respondent

In their capacities as the joint provisional liquidators of **GLOBAL TECHNOLOGY SYSTEMS (PTY) LTD** (in liquidation)

**RALPH FARREL LUTCHMAN N.O.** Fifteenth Respondent

**CLOETE MURRAY N.O.** Sixteenth Respondent

**ROYNATH PARBHOO N.O.** Seventeenth Respondent

**LIZETTE OPPERMAN N.O.** Eighteenth Respondent

In their capacities as the joint provisional liquidators of **LEADING PROSPECT TRADING 111 (PTY) LTD** (in liquidation)

**RALPH FARREL LUTCHMAN N.O.** Nineteenth Respondent

**CLOETE MURRAY N.O.** Twentieth Respondent

**OFENTSE ANDREW NONG N.O.** Twenty-First Respondent

**TSHEPO HARRY NONYANE N.O.** Twenty-Second Respondent

In their capacities as the joint provisional liquidators of **BOSASA YOUTH DEVELOPMENT CENTRES (PTY) LTD** (in liquidation)

**RALPH FARREL LUTCHMAN N.O.** Twenty-Third Respondent

**CLOETE MURRAY N.O.** Twenty-Fourth Respondent

**TARYN VALERIE ODELL N.O.** Twenty-Fifth Respondent

**GORDON NOKHANDA N.O.** Twenty-Sixth Respondent

In their capacities as the joint provisional liquidators of **BLACK ROX SECURITY INTELLIGENCE SERVICES (PTY) LTD** (in liquidation)

**RALPH FARREL LUTCHMAN N.O.** Twenty-Seventh Respondent

**CLOETE MURRAY N.O.** Twenty-Eighth Respondent

**MILANI BECKER N.O.** Twenty-Ninth Respondent

In their capacities as the joint provisional liquidators of **BOSASA SUPPLY CHAIN MANAGEMENT (PTY) LTD** (in liquidation)

**RALPH FARREL LUTCHMAN N.O.** Thirtieth Respondent

**CLOETE MURRAY N.O.** Thirty-First Respondent

**MARC BRADLEY BEGINSEL N.O.** Thirty-Second Respondent

In their capacities as the joint provisional liquidators of **BOSASA IT (PTY) LTD** (in liquidation)

**RALPH FARREL LUTCHMAN N.O.** Thirty-Third Respondent

**CLOETE MURRAY N.O.** Thirty-Fourth Respondent

**MARIETTE BENADE N.O.** Thirty-Fifth Respondent

In their capacities as the joint provisional liquidators of **RODCOR (PTY) LTD** (in liquidation)

**RALPH FARREL LUTCHMAN N.O.** Thirty-Sixth Respondent

**CLOETE MURRAY N.O.** Thirty-Seventh Respondent

**JACOLIEN FRIEDA BARNARD N.O.**

Thirty-Eighth Respondent

In their capacities as the joint provisional liquidators of **WATSON CORPORATE ACADEMY (PTY) LTD** (in liquidation)

**RALPH FARREL LUTCHMAN N.O.**

Thirty-Ninth Respondent

**CLOETE MURRAY N.O.**

Fortieth Respondent

**DEIDRE BASSON N.O.**

Forty-First Respondent

In their capacities as the joint provisional liquidators of **ON-IT-1 (PTY) LTD** (in liquidation)

**PARK VILLAGE AUCTIONEERS AND**

**PROPERTY SALES (PTY) LTD**

Forty-Second Respondent

**COMMISSIONER FOR THE SOUTH**

**AFRICAN REVENUE SERVICES**

Forty-Third Respondent

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## JUDGMENT

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**De Villiers AJ:**

**Introduction**

[1] The three applications before me are interrelated and were argued over two days as one hearing. This was done by video-conferencing during the Covid-19 lockdown. The papers were more than 7 000 pages and the heads of argument more than 700 pages.

[2] In issue are three applications:

[2.1] A business rescue application of six companies that are in liquidation<sup>1</sup> (“*the business rescue application*”);

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<sup>1</sup> Case No 42741/19.

- [2.2] An application to set aside the sale of the assets of those companies<sup>2</sup> (“*the auction application*”). One of the sales in issue is of the sale of an immovable property that took place after the public auction by private treaty. The description “*auction application*” is accordingly a misnomer, as the application pertains to all sales by the provisional liquidators; and
- [2.3] An application to vary a court order pertaining to the sale of an immovable property of one of the companies at the auction<sup>3</sup> (“*the Rule 42 application*”).
- [3] The matter first came before me on 11 March 2020 for a two-day hearing. It was not ready to proceed, amongst others due to late additions to the papers and unresolved *in limine* issues. Some progress was made:
- [3.1] Two intervening parties that had brought three applications for leave to intervene, were allowed to intervene, and those costs were reserved. The first intervening party was the COMMISSIONER FOR THE SOUTH AFRICAN REVENUE SERVICES (“SARS”), and the second intervening party was FIDELITY SECURITY SERVICES (PTY) LTD (“*Fidelity*”). SARS sought leave to intervene in both the auction and business rescue applications, and Fidelity in the auction application. SARS is the, or a major, creditor of the six companies seeking to be placed in business rescue. Fidelity would later bring the Rule 42 application as the purchaser of an immovable property, and it also purchased movable assets at the auction;
- [3.2] The applicants in the auction and business rescue applications had not given notice of applications to purchasers at the auction, or to creditors companies that are in liquidation. Initially they asked for relief in the form of a rule *nisi* in the auction application. In dispute was the assistance by the provisional liquidators<sup>4</sup> to identify purchasers at the auction and creditors. By the time that the matter

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<sup>2</sup> Case No 44827/19.

<sup>3</sup> Case No 32083/19.

<sup>4</sup> Who are identified later herein.

came before me, the provisional liquidators had provided the applicants with such information as they had. When requested, I made an order that potentially interested parties be joined as respondents and made orders as to the manner of service. Service on purchasers of immovable properties had to be done in the normal manner. Service on purchasers of movable assets could be done by e-mail and/or SMS (where such information was known) and by publication in newspapers. None of those respondents would later deliver answering affidavits; and

[3.3] I also directed that dates be agreed and determined the dates for the exchange of further affidavits and heads of argument.

[4] Two costs orders must be made still, the first is the costs of the postponement. In my view, the postponement was one of those inevitable developments in litigation, and the costs should be costs in the cause. The matter was huge and complex, difficult to manage to trial readiness.

[5] The second costs order pertains to the applications to intervene. It is linked to the non-joinder point taken by the provisional liquidators (and SARS). The standard formulation for the test to be applied, set out in *Erasmus*, is:<sup>5</sup>

*“The rule is that any person is a necessary party and should be joined if such person has a direct and substantial interest in any order the court might make, or if such an order cannot be sustained or carried into effect without prejudicing that party, unless the court is satisfied that he has waived his right to be joined.”*

[6] When does someone have a “*direct and substantial interest*” as opposed to a (mere) financial interest? Although every creditor does not have to be joined in every application for winding-up, a creditor is now accepted by the SCA as a person with a “*direct and substantial interest*” in applications to declare an adopted business rescue plan invalid, and must be joined in those applications. In *Golden Dividend 339 (Pty) Ltd and Another v Absa Bank Limited*<sup>6</sup> and in *Absa Bank Limited v Naude N.O and Others*,<sup>7</sup> (both applications to declare adopted business rescue plans invalid) creditors were

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<sup>5</sup> *Erasmus*, *Superior Court Practice*, Volume 2, RS 13, 2020, D1-125.

<sup>6</sup> *Golden Dividend 339 (Pty) Ltd and Another v Absa Bank Limited* [2016] ZASCA 78.

<sup>7</sup> *Absa Bank Limited v Naude N.O and Others* 2016 (6) SA 540 (SCA).

found to have had a direct and substantial interests and not mere financial interests.

- [7] The law to apply in the case of a business rescue application, is distinguishable on more than a conceptual basis (that it is only the beginning of a process that will involve creditors in its determination). The distinction is brought about in terms of section 131 of the Companies Act, 71 of 2008 (“*the 2008 Act*”). This section includes, without formal joinder, an automatic right to an “*affected person*” (a defined term that includes creditors) to participate in a hearing. Creditors therefore need not be joined formally in an application for business rescue under section 131 of the 2008 Act. See *Cape Point Vineyards (Pty) Ltd v Pinnacle Point Group Ltd and Another (Advantage Projects Managers (Pty) Ltd Intervening)* para 21,<sup>8</sup> a judgment by Rogers AJ. It was quoted with approval by Weiner J in *Mhlonipheni v Mezepoli Melrose Arch (Pty) Ltd and Others ; Lwazi v Mezepoli Nicolway (Pty) Ltd and Another; Moto v Plaka Eastgate Restaurant CC and Another; Mohsen and Another v Brand Kitchen Hospitality (Pty) Ltd and Another* para 49.<sup>9</sup> (Having defined the 2008 Act, I should add that I refer herein to the Companies Act 61 of 1973 as “*the 1973 Act*”.) Joinder of SARS in the business rescue application was thus unnecessary .
- [8] A debate was had in the papers whether the auction applicants ought to have joined more interested parties in the auction application, and whether their version of having had difficulties initially to ascertain identities and particulars of such parties, held water. Any point of non-joinder became moot as a result of the orders made on 11 March 2020. The initial rule nisi sought in the auction application, became unnecessary as a result. Notice has been given since of both the business rescue and auction applications to interested parties, who were joined as respondents. (I point out that none of the further 177 respondents delivered an answering affidavit.)

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<sup>8</sup> *Cape Point Vineyards (Pty) Ltd v Pinnacle Point Group Ltd and Another (Advantage Projects Managers (Pty) Ltd Intervening)* 2011 (5) SA 600 (WCC).

<sup>9</sup> *Mhlonipheni v Mezepoli Melrose Arch (Pty) Ltd and Others; Lwazi v Mezepoli Nicolway (Pty) Ltd and Another; Moto v Plaka Eastgate Restaurant CC and Another; Mohsen and Another v Brand Kitchen Hospitality (Pty) Ltd and Another* [2020] ZAGPJHC 136 para 49.

- [9] In my view, this matter does not warrant more time to be spent on the need to intervene, or not, in the business rescue application as a result of the wording of the 2008 Act, what the Common Law is with regard to the joinder of purchasers (where the seller is already before the court) in the auction application, or on the dividing line between a mere financial interest as opposed a real and substantial interest to creditors in the auction application.
- [10] The non-joinder points do not warrant further costs orders. They took up little time and effort. The applications to intervene did not take up material time either. Fidelity and SARS would have been joined in the order that I made to join parties. On a pragmatic basis, and the costs of intervention being limited costs, the costs of the applications to intervene also should be costs in the cause. In my view, the applicants in the auction and business rescue applications could have taken the pragmatic route and allowed SARS and Fidelity to intervene. They wanted to be heard, and this judgment always would have had some impact on them. Accordingly, if their opposition to the applications to intervene caused wasted costs, they have to pay those costs.
- [11] The matters were postponed to 4 and 5 May 2020. A further postponement became necessary due to the unavailability of counsel for the provisional liquidators. He became unavailable due to an unexpected commitment in the Supreme Court of Appeal (“*the SCA*”). A postponement took some time to be agreed to, as there were seven counsel involved in the matter, and many attorneys too. During this process, the dates 21 and 22 May 2020 appeared to be the most suitable next available dates, but the junior counsel for the applicants in the business rescue and auction applications, had constraints. These constraints were resolved, and the matter was postponed on 22 April 2020 by agreement to 21 and 22 May 2020, and costs reserved. I was managing the hearing. From the start I reflected the view that the legal representatives should seek to resolve procedural matters, but that I would, if required to do so, make rulings. No one could not have had the impression that I would not facilitate a fair date for the hearing.
- [12] Again, in my view, the postponement was one of those inevitable unforeseen developments in litigation, and the costs of the postponement should be costs

in the cause. The provisional liquidators still had launched an application for a postponement on 18 April 2020. It was an unnecessary step that was taken in accordance with the unduly aggressive manner in which the provisional liquidators conducted the litigation. The 38 applicants<sup>10</sup> to the application for a postponement dated 18 April 2020 must to pay their own costs in respect of the application.

[13] Next I address the role players other than SARS and Fidelity, to whom I have referred already.

### **Broad overview of the role players**

[14] The three applications relate to the affairs of a group of companies, commonly referred to as the BOSASA group of companies, now largely in liquidation. I refer to this group herein as “*the group of companies*”, “*the group*”, or “*the BOSASA/African Global group of companies*” (as the group was in a transition from BOSASA to a new identity, “*African Global*”).

[15] The holding company of the group is AFRICAN GLOBAL HOLDINGS (PTY) LTD (“*Holdings*”). It is not in liquidation and is the first applicant in the business rescue and auction applications, and the first respondent in the Rule 42 application. It held all the shares in AFRICAN GLOBAL OPERATIONS (PTY) LTD (in liquidation) (“*Operations*”). Operations in turn held shares in ten further companies that are in liquidation. I first deal with five of them:

[15.1] BOSASA PROPERTIES (PTY) LTD (in liquidation) (“*Properties*”);

[15.2] GLOBAL TECHNOLOGY SYSTEMS (PTY) LTD (in liquidation) (“*Technology Systems*”);

[15.3] LEADING PROSPECT TRADING 111 (PTY) LTD (in liquidation) (“*Leading Prospect*”);

[15.4] BOSASA YOUTH DEVELOPMENT CENTRES (PTY) LTD (in liquidation) (“*Youth Development Centres*”);

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<sup>10</sup> Why they all joined in the fight, is not quite clear to me.

- [15.5] BLACK ROX SECURITY INTELLIGENCE SERVICES (PTY) LTD (“*Security Intelligence*”).
- [16] The six companies that are in liquidation, are the six companies in respect of which the business rescue application is brought (“*the six business rescue companies*”).<sup>11</sup> No relief is sought in respect of five companies in the group that are in liquidation:
- [16.1] BOSASA SUPPLY CHAIN MANAGEMENT (PTY) LTD (in liquidation) (“*Supply Change Management*”);
- [16.2] BOSASA IT (PTY) LTD (in liquidation) (“*BOSASA IT*”);
- [16.3] RODCOR (PTY) LTD (in liquidation) (“*RODCOR*”);
- [16.4] WATSON CORPORATE ACADEMY (PTY) LTD (in liquidation); and
- [16.5] ON-IT-1 (PTY) LTD (in liquidation) (“*ON-IT-1*”).
- [17] The companies in liquidation are represented herein by their provisional liquidators; three or four provisional liquidators in each case. I refer to all of them as “*the provisional liquidators*”. However, two of the provisional liquidators were not represented before me, each held a single appointment only.<sup>12</sup> I make no order against them as they did not oppose the relief sought. Two provisional liquidators led the provisional winding-up, Mr RF Lutchman and Mr C Murray. The other 11 provisional liquidators of the six business rescue companies played no active role in the proceedings before me.
- [18] The other applicants in the business rescue and auction applications, other than Holdings, are SUN WORX (PTY) LTD (“*Sun Worx*”) and KGWERANO FINANCIAL SERVICES (PTY) LTD (“*Kgwerano*”). These two companies are also the first and second respondents in the Rule 42 application. I refer to these three, Holdings, Sun Worx and Kgwerano, as “*the business rescue applicants*”, or “*the auction applicants*”, or “*the business rescue and auction applicants*”, as the case may require. Operations held shares in Sun Worx,

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<sup>11</sup> Operations, Properties, Technology Systems, Leading Prospect, Youth Development Centres, and Security Intelligence.

<sup>12</sup> Ms M Oelofsen and Ms JF Barnard (who was not appointed in any of the six business rescue companies).

and in Kgwerano, and the two entities were also in some instances, creditors of companies in liquidation, the details of which are not relevant to determine these matters.

[19] Apart from the 177 other respondents joined before me, the remaining party in the three matters, is PARK VILLAGE AUCTIONEERS AND PROPERTY SALES (PTY) LTD ("*Park Village Auctions*") that conducted the auction sales in issue, and played no active role before me.

[20] I next summarise the relief sought in the three applications.

### **Relief sought**

[21] The auction applicants sought the following relief in the auction application:

[21.1] Prohibiting any auction of and any other sale, whether by private treaty or otherwise, of assets of the six business rescue companies-

[21.1.1] Before the second meeting of creditors; and/or

[21.1.2] Without the written consent by resolution of the board of directors of Holdings; and

[21.1.3] Before the final adjudication of the business rescue application;

[21.2] Declaring any auction of and any other sale, whether by private treaty or otherwise, of assets of the six business rescue companies-

[21.2.1] Before the second meeting of creditors; and/or

[21.2.2] Without the written consent by resolution of the board of directors of Holdings; and

[21.2.3] Before the final adjudication of the business rescue application,

to be null and void;

[21.3] Prohibiting delivery and registration, where applicable, of movable and the transfer and registration of immovable assets to any

prospective purchaser of the assets of the six business rescue companies whilst in liquidation and-

[21.3.1] Before the second meeting of creditors; and/or

[21.3.2] Without the written consent by resolution of the board of directors of Holdings; and

[21.3.3] Before the final adjudication of the business rescue application;

[21.4] Ordering the respondents to pay the costs of this application, on the attorney-and-client scale, the one to pay the others to be absolved from liability.

[22] The business rescue applicants in the business rescue application sought the following relief:

[22.1] Placing the six business rescue companies under supervision and that business rescue proceedings be commenced in terms of section 131(1) of 2008 Act;

[22.2] Appointing Daniel Terblanche as business rescue practitioner to conduct the business of the six business rescue companies with all powers and duties entrusted to him in terms of the 2008 Act;

[22.3] [Some relief regarding service of the papers not relevant at this stage];

[22.4] Ordering that the applicants' costs, taxed on the scale between attorney-and-client, to be paid by the six business rescue companies.

[23] Fidelity sought the following relief in the Rule 42 application:

[23.1] *"That paragraph 2 of the order granted by the Honourable Mr Justice Boothe dated 28 October 2019 be varied by the insertion of the words "and African Global Operations (Pty) Ltd (in liquidation)" after the words "Bosasa Properties (Pty) Ltd (in liquidation)"; and*

[23.2] *"That there be no order as to costs in this application, unless opposed, in which event the party opposing the application be ordered to pay such costs, alternatively the costs occasioned by their opposition".*

**Introduction (continued)**

- [24] If the auction application fails, the business rescue application probably also has to fail as the six business rescue companies would be divested of all assets. The auction application therefore needs to be determined before the business rescue application, despite the latter being the earlier application. The Rule 42 application pertains to the wording of a court order, an order that is one of the two main matters to be decided in the auction application. The Rule 42 application therefore has to be determined first.
- [25] I have made findings under the heading “*introduction*” about reserved costs in certain instances. There were more *in limine* issues raised in the papers:
- [25.1] Non-joinder (which was resolved on the first day of the hearing as set out above);
- [25.2] An alleged failure by the applicants in the auction and business rescue applications to make out a case in the founding papers. In this matter little benefit could be gained to take a two-step approach. The parties agreed that regard should be had to all papers in the three applications. Any alleged defects in the founding affidavits have been sufficiently addressed to eliminate a peering at them on their own. It seems to me that *Valentino Globe BV v Phillips and Another*<sup>13</sup> permits a common sense handling of the matter on all the papers filed of record. None of the parties sought a referral to evidence, and I can address all factual disputes by applying *Plascon Evans Paints Ltd v Van Riebeeck Paints (Pty) Ltd*.<sup>14</sup> I therefore make no order in respect of this *in limine* defence. It added no material time to the argument and no separate costs order is required; and
- [25.3] Two striking out applications aimed at affidavits by the provisional liquidators. In issue in those applications are primarily defamatory averments and inuendo. I deal later with penalising costs in this regard, but in the end, I did not order the striking out of paragraphs in the affidavits by the provisional liquidators. The reason is that it

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<sup>13</sup> *Valentino Globe BV v Phillips and Another* 1998 (3) SA 775 (SCA).

<sup>14</sup> *Plascon Evans Paints Ltd v Van Riebeeck Paints (Pty) Ltd* 1984 (3) (SA) 623 (A) at 634 E - 635 D.

would add nothing to resolve the matter.<sup>15</sup> In my view, some of my reasoning is addressed later herein in a bit more detail, I would have struck some averments in the papers delivered by the provisional liquidators. Still, limited time was spent on this aspect, and I order **that those costs be costs in the cause.**

[26] Taxation in this matter will be difficult. It is caused by three interrelated matters being argued. Taxation will further be complicated by the additional affidavits delivered, almost all added little value.<sup>16</sup> I request the taxing master to carefully consider, in the light of this judgment, any claim on taxation for preparing additional affidavits. A part of the disciplined approach to motion proceedings is that there are three sets of affidavits (founding, answering and replying). Where necessary, any new matter in reply should be dealt with by clearly objecting thereto, striking out, or by responding thereto. In this case additional affidavits were delivered. Any such affidavit should not re-argue the case, and only address the new matter.

[27] I next address the chronology of events.

### **Chronology**

[28] To avoid later duplication, I make some remarks about factual matters in the chronology of events. The chronology of events in this matter is of particular importance in the following respects: (a) the interpretation of a court order that provided for consent to sales of assets of companies that are in winding-up, (b) if such consent was given, and (c) the probability of success in the business rescue application. In many ways, the answers to these questions would be self-evident at the end of the chronology of events.

[29] The BOSASA/African Global group of companies rendered services to government departments and state-owned enterprises. They typically submitted tenders pursuant to which fixed term contracts would be concluded

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<sup>15</sup> Such an outcome in the striking-out applications, was almost predictable. When large matters serve before judges in this busy division, they invariably seek to address the real issues. Limited time does not allow for enforcing the required disciplined approach to pleading and proving cases in opposed motions, and the time spent normally will have no impact on the outcome. This opens the door to abuse, as seldomly will a sanction be imposed.

<sup>16</sup> The service affidavits were necessary.

with them, if their tenders were accepted. This is an important consideration in the business rescue application, as that business is no more, as will appear below.

- [30] The companies had inter-company loans, and do not appear to have maintained strict separate corporate personalities. The business rescue application at some stage even contained an alternative prayer that the corporate personalities be disregarded. Evidence before the Zondo Commission of Enquiry into State Capture (*“the Zondo Commission”*) caused the group to receive extensive negative publicity about the way business was conducted in the group. Mr Gavin Watson<sup>17</sup> was a central figure in the unfavourable evidence led at the Zondo Commission and had passed away before the present proceedings commenced. This is an important consideration in the business rescue application, as new business undertaking will face this legacy.
- [31] A consequence of the evidence before the Zondo Commission was that first First National Bank (*“FNB”*) in November 2018 and then later, ABSA Bank (*“ABSA”*) in February 2019, advised that they would withdraw banking facilities from Operations (and thus from the whole group). This was so as payments in respect of these tenders were not made to the company concerned, but to Operations. The other companies did not have their own bank accounts.
- [32] On 28 January 2019, an auditor, Ms Colleen Passano CA (SA) issued a letter contemplated by section 360.17 of the South African Institute of Chartered Accountants Code of Conduct recording numerous reportable irregularities in the affairs of the group.
- [33] The writing was on the wall. During the first week of February 2019, the boards of Holdings and Operations met with attorney Danie Potgieter. He assisted and on 12 February 2019, special resolutions by their shareholders were adopted placing Operations and the ten subsidiaries identified earlier herein, in voluntary winding-up in terms of sections 349 and 350 of 1973 Act. The simple truth is that the boards formed the view that the business conducted by

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<sup>17</sup> I refer to him by name hereon to distinguish him from Mr J Watson and Ms L Watson also referred to herein.

the group was no longer viable. On 14 February 2019, the resolutions were filed with the CIPC and the companies were thus wound up.

- [34] On 21 February 2019, the Master appointed Mr Lutchman and Mr Murray as the first two provisional liquidators for Operations, and on 27 February 2019 in respect of the ten subsidiaries identified earlier herein. From time-to-time the Master appointed further provisional liquidators for the eleven companies so placed in liquidation.
- [35] On 22 February 2019, auditors D’Arcy & Co Inc placed on record that its services were engaged to perform an audit of the financial statements of the group, but that it could not do so because the annual financial statements for the year ending February 2018 (due by August 2018) in respect of Holdings and certain subsidiaries, had not been prepared. The unreliability of past annual financial statements was not resolved thereafter. No purpose would be served to re-do financial statements of companies in final winding-up. On 25 February 2019, D’Arcy & Co Inc issued Holdings and its subsidiaries with a notice in terms of section 45 of the Auditing Profession Act 26 of 2005 that the affairs of the companies have been conducted in a manner that does not impart confidence or trust, but anxiety and concern. This is an important consideration in the business rescue application, as the applicants relied on the financial statements.
- [36] On 26 February 2019, Holdings took issue with the special resolutions and contended that the windings-up were invalid. This dispute would continue until November 2019 when the SCA ruled on the matter. On 5 March 2019, Holdings launched an application to set aside *ab initio* the winding-up of all eleven companies placed in winding-up due to an alleged defective procedure followed in their winding-up.
- [37] On 14 March 2019, the Ameer AJ granted the relief (“*the Ameer order*”) and set aside the winding-up of all eleven companies. On 14 March 2019, notice was given that leave to appeal the decision would be sought. On 20 March 2019 leave to appeal the Ameer order to the SCA was granted. At this stage, there was no doubt as to the position in law, all eleven companies remained in liquidation pending the appeal and the provisional liquidators had to fulfil

their functions as such. This is an important consideration in the auction application. I do not discount that a pragmatic person in the position of the provisional liquidators would have considered the impact of a potential dismissal of the appeal on steps taken in the interim, apart from the restrictions placed in law on the powers of provisional liquidators.

[38] On 20 March 2019, the Cabinet instructed all the government departments to terminate all contractual relationships and any association with the BOSASA/African Global group. This is an important consideration in the business rescue application. There is no indication that this position is likely to change, and such an eventuality is not relied upon in the business rescue application.

[39] On 29 March 2019, Fourie J ordered a tax inquiry as envisaged in section 50 of the Tax Administration Act 28 of 2011 into the affairs of the group.

[40] Before the chronology is further set out, a contextual point needs to be made:

[40.1] During the period February/March 2019 to about October/November 2019, the provisional liquidators did not only preserve the assets of the group, but traded it down, closed its operations. The contracts were terminated, employees left, and assets were sold. This was done based on powers given to them in two court orders referred to below, and in consultation with the boards of Holdings and Operations. An informal arrangement was reached between the provisional liquidators and the boards met monthly for a while. If one has regard to the minutes of these monthly meetings, they reflect a process where largely by consent, businesses were wound down. This resulted in redundant assets, which brought in turn holding costs. No one disputed that redundant assets had to be sold, but I found no proof of any agreement that every asset would be sold at an auction on terms and on a date determined by the provisional liquidators. Monthly meetings were held on the following dates (and some meetings are again referred to below)-

[40.1.1] 1 April 2019 (“*the first meeting*”);

- [40.1.2] 8 April 2019 (“*the April meeting*”);
  - [40.1.3] 3 May 2019 (“*the May meeting*”);
  - [40.1.4] 20 June 2019 (“*the June meeting*”)
  - [40.1.5] 12 August 2019 (“*the August meeting*”);
  - [40.1.6] 7 October 2019 (“*the October meeting*”);
- [40.2] As will appear below, the meeting in November 2019 was not held, when disputes about the powers of the provisional liquidators had been raised;
- [40.3] The winding down of the businesses and the like were discussed during these monthly meetings; and
- [40.4] The court applications referred to above, and the third one in issue in the auction application, were obtained with the consent of the boards of Holdings and Operations. They were (are referred to again below)-
- [40.4.1] On 2 April 2019, Tsoka J granted an order (“*the Tsoka order*”);
  - [40.4.2] On 14 May 2019, Mudau J granted a further order (“*the Mudau order*”); and
  - [40.4.3] On 28 October 2019 Bhoola AJ granted the third order (“*the Boohla order*”) already referred to in the relief sought in the Rule 42 Application.
- [41] Reverting to the chronology and as referred to above, on 2 April 2019, the Tsoka order was issued. The order inter alia extended the provisional liquidators’ powers under section 386 of the 1973 Act to conduct business and required them to exercise such powers “... in consultation with the board(s) of directors of the specific company or companies involved in the transaction(s) and decisions” (underlining added). This order was issued where there was a pending appeal against the Ameer decision.

- [42] On 8 April 2019, the April meeting took place. At this meeting the sale of the assets to potential interested parties was discussed, and efforts to do so recorded. All attempts to find purchasers came to nought.
- [43] On 3 May 2019, the May meeting took place. At this meeting the sale of surplus assets by the provisional liquidators was discussed, with “offers” agreed to have to be between “*retail and forced values*”. I assume that was meant that assets should be sold between forced sale values and market values. Importantly, the discussion was not that the provisional liquidators could sell without reserve at an auction. A forced sale value is lower than market value.
- [44] On 14 May 2019, the Mudau order was issued. The order had the same terms as the Tsoka order, save for stating that the order was only to remain in effect until such time as judgment was handed down in the SCA. Regarding consent, the order expressly required reasonable notice to the boards of the consultative process (underlining added):
- “6. *The powers in paragraphs 4 and 5 above shall be exercised by the Applicants in consultation with the board(s) of directors of the specific company or companies involved in the transaction(s) and decisions and the Applicants shall at all times be obliged to give the directors in question reasonable notice of the meeting at which it is sought to consult and of the subject matter thereof.*”
- [45] This order was issued where there was a pending appeal against the Ameer decision. Thereafter there was no notice of an auction, or on what terms the auction should be held.
- [46] On 3 June 2019, the first session of the tax enquiry by SARS took place.
- [47] On 20 June 2019, the June meeting took place.
- [48] On 12 August 2019, the August meeting took place.
- [49] On 26 August 2019, Mr Gavin Watson passed away.
- [50] During about August/September 2019, the provisional liquidators sought to sell assets and prepared the founding papers in what would lead to the Boohla order. On 4 September 2019, Mr Gough of Rushmere Noach attorneys (“*Rushmere*”), who had sight of the draft application, consented thereto on behalf of all boards of the companies in the group in a letter addressed to Mr

Ferreira of VLV attorneys (“VLV”) acting on behalf of the provisional liquidators and stated (underlining added):

*“We also confirm that by virtue of your clients agreeing that they will not exercise their powers other than:*

*1. in consultation with our clients; and*

*2. without the consent of our clients,*

*and as a matter of practicality (without conceding the legal position or rights) our clients consent to the relief claimed in the notice of motion.”*

[51] On 7 October 2019, *the October meeting* took place. This was the last meeting and predated the Bhoola order.

[52] On 28 October 2019, the Bhoola order followed, in express, agreed terms. It is addressed in more detail below, but I need to reflect the paragraph that is the main matter in issue before me (underlining added):

*“The assets referred to in paragraphs 1 and 2 above shall be sold in consultation with and with the consent of the board of African Global Holdings (Pty) Ltd, African Global Operations (Pty) Ltd (in liquidation), and the respective boards of its subsidiaries referred to in paragraphs 1 and 2 above.”*

[53] The “*consultation*” provided for in the earlier orders, became “*consultation and consent*” in this order.

[54] Also on 28 October 2019, Park Village Auctions already presented an auction proposal to the provisional liquidators. On 30 October 2019, the provisional liquidators appointed Park Village Auctions to attend to a sale of the assets of the group by auction. It is not clear to me, but the date arranged was 26 and 27 November 2020, before the hearing of the appeal against the Ameer decision.

[55] On 4 November 2019, Park Village Auctions advised the provisional liquidators that an auction in December is not advisable as “*we have found from past experiences, that the buying power declines as buyers are focused on closing for the holiday period*”. They would later contend that the first week of December was the last opportunity.

[56] On 4 November 2019, Ms L Watson, Mr Joe Gumede (“*Mr Gumede*”) and Ms Jacqui Leyds in a meeting with Park Village Auctions learnt of an imminent

sale of most movable assets of the group on 26 and 27 November 2019. They were surprised and objected to the sale. This is consistent with the version that there was no agreement of a sale of assets by public auction.

- [57] On 4 November 2019, Rushmere recorded that the various boards had not consented to the sale and that they object to such a sale without their consent. I pause here, this too was consistent with the version that there was no agreement of a sale of assets by public auction. Rushmere's clients demanded that a process be followed that would ensure that informed consent was given. The procedure they proposed seems good in parts and unduly burdensome in others (as a large number of assets are involved, necessarily of a range values). The first part of the proposal is enough of an illustration:

*“(a) compile a written proposal in respect of each intended sale with details of the asset, its estimated value, the form of sale, the anticipated sale price, tax consequences of the sale, the advantage of sale as opposed to retention of the asset, details of any encumbrance and the manner in which such encumbrance will be released, expected timeframe of the sale process and all detail which would be necessary for consideration by the Directors before consent can responsibly be given;*

*b) ...”*

- [58] When this letter was written, the directors of Holdings were Mr Gumede, Ms Thandi Makoko (“*Ms Makoko*”), Mr Ismael Dikani (“*Mr Dikani*”), and Ms Munirah Oliveria (“*Ms Oliveria*”).
- [59] The issue of an unauthorised auction was firmly and clearly raised. The provisional liquidators for blame Mr J Watson for this development. On 5 November 2019, Mr J Watson consented to his appointment as a director of Holdings.
- [60] On 6 November 2019, VFV responded to Rushmere, stating that they would seek instructions and recorded that it seemed that some of the requirements in paragraph (a) of the letter, quoted above, “*may well be a bit over the top, but it is clear that we must agree on a pragmatic methodology as soon as possible.*” Tellingly the letter did not record that consent had already been given. These attorneys had been involved in the obtaining of the Bhoola order and the consent thereto.

- [61] In my view, once the issue of consent was raised, an appropriate response by a provisional liquidator would have been, not a belligerent one, but one in which the provisional liquidators would (a) undertake to comply with the Bhoola order and with the deal made, or (b) state that they hold a different view, and what that view was (and if need be, approach a court for a revised ruling). Provisional liquidators, acting in good faith, had to come clean, if they intended to arrange an auction without seeking consent as set out in the Bhoola order.
- [62] On 7 November 2019, having taken instructions, VFV responded further and provided Rushmere with an auction proposal (and budget) for an auction to take place in the first week of December 2019 and stated that “*there has been already in principle agreement for the liquidators to proceed with the sale as reflected*” in the attachment. This is off course no answer to an interpretation of the Bhoola order that required consultation and consent and the provisional liquidators would have been advised accordingly.
- [63] On 7 November 2019, Mr Gumede, Ms Makoko, and Mr Dikani resigned as directors of Holdings. The meant that Ms Munirah Oliveria was the sole remaining director.
- [64] On 8 November 2019, Rushmere consented to the sale of the certain assets:
- “a) *firearms;*
  - b) *equipment and furniture in respect of the repatriation and youth centres;*
  - c) *equipment to the Department of Correctional Services; and*
  - d) *shareholding in Ntsimbintle.”*
- [65] Rushmere recorded that in respect of the remaining assets, Rushmere’s clients were advised by the auctioneers that it would be preferable to sell those assets the next year. They sought an alternate proposal on how to sell the remainder of the assets if their proposal was not acceptable.
- [66] On 11 November 2019, Ms L Watson and Mr J Watson became directors of Holdings.
- [67] On 12 November 2019, VLV recorded their instructions that (underlining added):

*“2. Having considered your letter, the liquidators instruct that:*

*2.1 Your letter runs quite contrary to the discussions between them and the board members who in principle consented to the sale as proposed by the liquidators.*

*2.2 ...<sup>18</sup>*

*2.3 The refusal to sell will obviously also indirectly impact on the position of the holding company.*

*2.4 There is no reason at all why the sale should not proceed and in the absence of compelling reasons they are proceeding with the proper advertisement and sale of the assets as previously planned in conjunction with the boards.*

*3. The above notwithstanding the liquidators will in the meantime set up an urgent meeting with all the board members so as to thrash out any specific issues that there may be.*”

[68] Clearly the provisional liquidators decided not to follow the suggested approach by their attorney of agreeing “*on a pragmatic methodology*” to sell assets. The letter quite clearly reflects that the provisional liquidators knew that they did not have actual consent to the proposed auction, only consent in principle (that assets may be sold?). There is no evidence of prior, joint planning of such an auction. Indeed, there is no evidence that the consent to the auction was ever even asked for. The alleged proposed meeting did not take place.

[69] When the above letter was received by Rushmere, the parties were travelling to Bloemfontein. On 15 November 2019, the Supreme Court of Appeal heard the appeal against the Ameer order. On 15 November 2019, Park Village Auction already published briefly an advertisement to hold the auctions on 4 December 2019. This could only mean that the provisional liquidators were busy in the background to proceed with the arrangements.

[70] On 20 November 2020, Rushmere recorded in a letter directed inter alia to VFV that (underlining added):

*“The liquidators have not consulted the directors of Holdings nor have those directors granted their consent to the intended sale. To the best of the*

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<sup>18</sup> A motivation for the auction.

*knowledge of the directors of Holdings there has not been proper consultation with the directors of Operations or the subsidiaries, whose assets are the subject matter of the intended sale, nor have those directors given their consent thereto. In the absence of such consultation and consent, the intended sale is in breach of the order. Moreover, in the absence of a proper explanation from the liquidators, their conduct (and possibly their agents in conducting any sale) will be in contempt of the order as well*”;

and

*“... With regard to the email from Mr. Ferreira of 12 November 2019, whilst certain directors may have agreed in principle to sell the assets, this is not to say that the requisite consent of the boards of Holdings, Operations and the applicable subsidiary was given. The liquidators are invited to produce such consent if they are in disagreement that it has not been obtained.”*

[71] Such consent was not produced, despite a reminder referred to below.

[72] On 20 November 2019, Mr J Watson and Ms L Watson were appointed as directors of Holdings.

[73] On 21 November 2019 VFV placed the provisional liquidators’ instructions on record (underlining added):

*“3.2 There is on the part of the co-liquidators no doubt that the boards have consented to and participated in the decision-making process regarding the imminent auctions”;*

and

*“4. With the above in mind the liquidators are committed to the proper (well publicised) auctions of the assets advertised, on 4, 5 and 6 December 2019.”*

[74] On 22 November 2019, the Supreme Court of Appeal reversed the Ameer order. According to the provisional liquidators’ heads of argument, the appeal was upheld and the SCA “*scathingly dismissed and characterised the Ameer application as an abuse*”. This is not how I read the judgment. I read nothing therein that would fairly be characterised as a scathing dismissal of an abusive application. The SCA accepted that the process was triggered by the provisional liquidators taking control of the companies that were in liquidation, and the SCA criticised the acting judge’s reasoning, but those two findings do not reflect the application as an abuse.

[75] Also on 22 November 2019, Park Village Auctions started to give publicity to the auction to be held on 4 to 6 December 2019.

[76] On 25 November 2019, Holdings consulted a business rescue practitioner.

[77] On 27 November 2019, a new attorney Mr Goodes at Goodes & Seedat Attorneys (“Goodes”) acting on behalf of Holdings, recorded in a letter that (underlining added):

*“4. Neither the board of directors of African Global Holdings (Pty) Ltd, nor the board of directors of the respective African Global Group companies in liquidation were consulted in regard to the intended auction and neither the board of directors of African Global Holdings (Pty) Ltd, nor the board of directors of the respective African Global Group companies in liquidation have given their consent that the assets can be sold by this hastily convened auction.”*

[78] There is no doubt, on the proven facts, that this letter correctly reflects the factual position. Had there been an actual version to the contrary, it would have been produced. On 28 November 2019, followed this response from VFV:

*“2, Unfortunately your clients have not properly instructed you alternatively you have not had the opportunity to fully appraise yourself with the legal process that has ensued since the voluntary winding up of the above-mentioned companies.*

*3, Simply out of courtesy, the following: ...”;*

[79] The “*following*” is then an argument that:

[79.1] The order was meant to be in place pending the determination of the appeal;

[79.2] The SCA judgment rendered the Bhoola order ineffectual;

[79.3] Its clients were “*now singularly vested with the control and authority over the assets of the group of companies*”;

[79.4] (In any event) “*there is on the part of the co-liquidators no doubt that the boards have consented to and participated in the decision-making process regarding the imminent auctions*”, and

[79.5] “*The attempt by the newly constituted board of AGH to repudiate the decisions taken their predecessors is without merit.*”

- [80] One should pause here and reflect on this letter. The provisional liquidators were never more than provisional liquidators, in law with limited powers. The SCA judgment did not place them in a position where they had “*control and authority over the assets of the group of companies*” to do as they pleased. No one could have believed such an interpretation of the SCA judgment. Still no facts were alleged on which the provisional liquidators could rely for consent to the auction. Simply saying over and over that they had consent to the auction in principle, is meaningless, and does not raise a real and bona fide factual dispute. The actual facts of such consent had to be alleged. Factually further, the issue of consent to the auctions were raised by the previous board of Holdings. It was not a new board that repudiated alleged prior decisions. I also have referred to the reaction by the author of this letter when the issue of consent was raised with him. He too held the view that consent had to be obtained.
- [81] On 29 November 2019, Mr J Watson and Mr R Watson consulted new counsel, who appeared before me.
- [82] On 29 November 2019, SARS issued an Audit Findings letter pertaining to Supply Change Management, reflecting a tax liability of R500 Million.
- [83] Between 30 November 201 and 2 December 2019 the business rescue application was prepared, and settled. It is common cause that the application was prepared under pressure. The provisional liquidators go as far as to describe the application in their heads of argument as “*manifestly a rushed conflation of [conflicting] company law principles and provisions*”.
- [84] On 2 December 2019, Goodes recorded that VFV has not responded to their request for proof of the consent, and recorded that the Bhoola order would stand until set aside, and that the SCA judgment had no impact thereon. He demanded a cancellation of the auction.
- [85] On 3 December 2019 a short response followed from VFV, to the effect that there was no reason not to proceed with the auction.
- [86] On 3 December 2019 Goodes recorded that the business rescue application was issued, and would be served on that day. They referred VFV to section

131(6) of the 2008 Act, that such an application suspends the winding-up process. The application was issued on 3 December 2019.

- [87] At 16H44 on 3 December 2019 the business rescue application was served by e-mail on Mr Ferreira and on seemingly other provisional liquidators. It is common cause that Mr Murray and Mr Lutchman received it. At 17H15 Mr Ferreira of VFV responded and stated that he does not hold instructions anymore, and that Ms Wessels of MacRobert Attorneys do.
- [88] On 4 December 2019, Park Village commenced to hold an auction inter alia of the assets of the *six business rescue companies*, despite the business rescue application. **The urgent application sought to enforce the Bhoola order in part, any sale had to be with the written consent of Holdings.**
- [89] On 4 December 2019, an urgent application was launched by Holdings, of the liquidated companies. The matter was stood down till the next day by Wright J. On 5 December 2019, the Wright J struck the urgent application from the roll for lack of urgency.
- [90] On 5 to 6 December 2019, Park Village finalised the auction of the assets of the *six business rescue companies*.
- [91] Park Village Auctions and Advanced Valuers, valued the assets to be sold at R95 Million.<sup>19</sup> The movable assets were sold for R30 Million.<sup>20</sup> A repeated assertion was that the sales were a great success. It is not clear to me if this was so, if relevant:
- [91.1] Portion 222 (a Portion of Portion 212) of The Farm Luipaardsvlei was valued at a market value of R38 Million, and a forced sale value of R25 Million, and was sold to Fidelity for R14 Million. On those valuations, it was not a successful sale on any basis;
- [91.2] Portion 210 (a Portion of Portion 136) of The Farm Luipaardsvlei was valued at a market value of R32 Million, and a forced sale value of

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<sup>19</sup> R95 203 295.00.

<sup>20</sup> R30 048 407.50, including VAT

R23 Million, and was sold to the state for R69 Million. On those valuations, it was not a successful sale;

[91.3] Portion 214, 215 and 216 (Portions of Portion 212) of The Farm Luipaardsvlei were valued a market value of R5.4 Million, and a forced sale value of R2.7 Million and as sold for R6 Million. On those valuations, it was not a successful sale; and

[91.4] The values of the movable assets sold are not as clear. Only forced sale values were used in the valuation. These valuations appear on valuation sheets, and one of them does not have a final total, making easy addition difficult. The forced sale valuations excluded VAT. It seems from the figures used by the provisional liquidators, that the total assets to be sold were valued at R95 203 295,<sup>21</sup> (and from a quick perusal of the valuation sheets), that the movable assets had a forced sale value of about R20 Million<sup>22</sup> excluding VAT. The auction report reflects sales of movables to the value R26 Million<sup>23</sup> if VAT is excluded for consistency sake. A finding of a successful auction would depend on the value used for assessment.

[92] On 20 December 2019, the auction application was launched.

[93] On 7 February 2020, the provisional liquidators sold the remaining asset in the group, referred to above.

[94] In a supplementary affidavit dated 10 March 2020 in the auction application, they contend (a) that on a proper interpretation of the Bhoolla order, they needed no consent after the SCA judgment, (b) in any event they had consent, and (c) in any event it was impossible to comply with the consent provision in the Bhoolla order:

*“75 As such and in law, the subject companies did not have any directors as at the date upon which the Bhoolla order was granted and the conditions imposed pursuant to paragraph 3 of the Bhoolla order was a non-event. It was, as such, impossible to fulfil from day one as not a*

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<sup>21</sup> R89 803 295.00 is also used.

<sup>22</sup> R19 803 295.00

<sup>23</sup> R26 129 050.00.

*single one of the subject companies had any directors with effect from 14 February 2019.”*

[95] The next day, on 11 March 2020, the first hearing commenced of the auction application and of the business rescue application. I have dealt with the rest of the hearings.

[96] This matter requires interpretation of the 2008 Act, the 1973 Act, the Insolvency Act 24 of 1936 (“*the Insolvency Act*”), and of the Bhoola order. Interpretation plays an important role in this matter.

### **The law on interpretation of legal instruments**

[97] I apply *Natal Joint Municipal Pension Fund v Endumeni Municipality*,<sup>24</sup> and I was particularly influenced by the clarity of the drafting (where applicable) of the words to be interpreted (off course read in context), the decreased emphasis on context in such cases, the status of court orders, the line where this court’s powers of interpretation ends, and the Constitutional right to equal protection and benefit of the law (section 9) . Some of my findings give greater content to a purposive interpretation, especially where the right to equality plays out and technical hurdles are sought to be introduced to the application of the law. I sought to remain faithful to the fact that this court’s role is to interpret; The exercise is one of interpretation. In some instances, my task is made easier by interpretation binding on me.

[98] I am guided by the fact that both the SCA and the Constitutional Court must be aware of the tension that I observe and encounter in practice. The law requires of me to follow the SCA where I observe tension, unless and until I can state that a judgment of the Constitutional Court is so inconsistent with the *ratio decidendi* of the SCA, that it implicitly has overruled it. In another context the Constitutional Court stated that (footnotes omitted):<sup>25</sup>

*“The rule of law requires that the law be clear and ascertainable. As stated by this Court in Affordable Medicines: “The law must indicate with reasonable certainty to those who are bound by it what is required of them so that they may regulate their conduct accordingly.” The application of the common law rules*

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<sup>24</sup> *Natal Joint Municipal Pension Fund v Endumeni Municipality* 2012 (4) SA 593 (SCA).

<sup>25</sup> *Beadica 231 CC and Others v Trustees for the time being of the Oregon Trust and Others* [2020] ZACC 13 para 83, a judgment Theron J (Khampepe ADCJ, Jafta J, Majiedt J, Mathopo AJ, Mhlantla J and Tshiqi J concurring).

*of contract should result in reasonably predictable outcomes, enabling individuals to enter into contractual relationships with the belief that they will be able to approach a court to enforce their bargain. It is therefore vital that, in developing the common law, courts develop clear and ascertainable rules and doctrines that ensure that our law of contract is substantively fair, whilst at the same time providing predictable outcomes for contracting parties. This is what the rule of law, a foundational constitutional value, requires. The enforcement of contractual terms does not depend on an individual judge's sense of what fairness, reasonableness and justice require. To hold otherwise would be to make the enforcement of contractual terms dependent on the "idiosyncratic inferences of a few judicial minds". This would introduce an unacceptable degree of uncertainty into our law of contract. The resultant uncertainty would be inimical to the rule of law."*

- [99] In my experience often paragraph 18 of *Endumeni* is relied upon for a contention that a court must use context to such an extent, that the argument is no longer about interpretation of the document. This is not what *Endumeni* has found. Perhaps the reason for the approach is that paragraph 18 of *Endumeni*, with respect, is just too short a formulation of the principles that I fully support.<sup>26</sup>
- [100] The principle remains, where words are read in context, this does not mean that words can mean whatever a judge wants them to mean. Repeatedly the warning is sounded to judges: In interpreting legal instruments, do not cross

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<sup>26</sup> Para 18 reads (footnotes omitted):

*"Over the last century there have been significant developments in the law relating to the interpretation of documents, both in this country and in others that follow similar rules to our own. It is unnecessary to add unduly to the burden of annotations by trawling through the case law on the construction of documents in order to trace those developments. The relevant authorities are collected and summarised in Bastian Financial Services (Pty) Ltd v General Hendrik Schoeman Primary School. The present state of the law can be expressed as follows. Interpretation is the process of attributing meaning to the words used in a document, be it legislation, some other statutory instrument, or contract, having regard to the context provided by reading the particular provision or provisions in the light of the document as a whole and the circumstances attendant upon its coming into existence. Whatever the nature of the document, consideration must be given to the language used in the light of the ordinary rules of grammar and syntax; the context in which the provision appears; the apparent purpose to which it is directed and the material known to those responsible for its production. Where more than one meaning is possible each possibility must be weighed in the light of all these factors. The process is objective not subjective. A sensible meaning is to be preferred to one that leads to insensible or unbusinesslike results or undermines the apparent purpose of the document. Judges must be alert to, and guard against, the temptation to substitute what they regard as reasonable, sensible or businesslike for the words actually used. To do so in regard to a statute or statutory instrument is to cross the divide between interpretation and legislation. In a contractual context it is to make a contract for the parties other than the one they in fact made. The 'inevitable point of departure is the language of the provision itself', read in context and having regard to the purpose of the provision and the background to the preparation and production of the document."*

the divide between the legislative and judicial powers; do not make an agreement for the parties that they did not make. By way of example see *Endumeni*<sup>27</sup> para 18, *Kubyana v Standard Bank of South Africa Ltd* para 18,<sup>28</sup> and *S v Zuma and Others* para 17 and 18.<sup>29</sup> Judges look at matters with the benefit of hindsight, often able to see what parties, parliament or litigants should have done (but in fact did not do/agree). The risk is high of interpreting documents without due regard to proper demarcation judicial powers.

[101] The use of context in interpretation is without doubt in the SCA. *Novartis SA (Pty) Ltd v Maphil Trading (Pty) Ltd* para 29<sup>30</sup> adopts with approval the statement in *Bothma-Batho Transport (Edms) Bpk v S Bothma & Seun Transport (Edms) Bpk* para 12<sup>31</sup> that the approach that a court only looks at surrounding circumstances (context) when there is an ambiguity in language, is “no longer consistent with the approach to interpretation now adopted by South African courts in relation to contracts or other documents, such as statutory instruments or patents”. A point made in *Bothma-Batho* para 12 is made again in *Novartis* para 29, namely that interpretation is one unitary exercise. See too the statement in *Novartis* para 28:<sup>32</sup>

“... A court must examine all the facts - the context - in order to determine what the parties intended. And it must do that whether or not the words of the contract are ambiguous or lack clarity. Words without context mean nothing.”

[102] The move in approaches to interpretation now reflected in *Endumeni*, is part of a history with long roots in this country. Many judgments that predate *Endumeni* emphasised the role of context in interpretation. As Gamble J states in *Quest Petroleum (Pty) Ltd v Walters and Another*<sup>33</sup> para 44, “the authorities go back a century or more” before he refers to judgments by Wessels CJ, Greenberg JA, Innes CJ, Diemont JA, Conradie JA, FH Grosskopf JA, and others. A further useful selection of such judgments is to be found in an article

<sup>27</sup> *Natal Joint Municipal Pension Fund v Endumeni Municipality* 2012 (4) SA 593 (SCA) para 18.

<sup>28</sup> *Kubyana v Standard Bank of South Africa Ltd* 2014 (3) SA 56 (CC) para 18.

<sup>29</sup> *S v Zuma and Others* 1995 (2) SA 642 (CC) para 17 and 18.

<sup>30</sup> *Novartis SA (Pty) Ltd v Maphil Trading (Pty) Ltd* 2016 (1) SA 518 (SCA) para 29.

<sup>31</sup> *Bothma-Batho Transport (Edms) Bpk v S Bothma & Seun Transport (Edms) Bpk* 2014 (2) SA 494 (SCA) para 12.

<sup>32</sup> *Novartis SA (Pty) Ltd v Maphil Trading (Pty) Ltd* 2016 (1) SA 518 (SCA) para 28.

<sup>33</sup> *Quest Petroleum (Pty) Ltd v Walters and Another* [2019] 1 All SA 547 (WCC).

*The Life and Times of Textualism in South Africa*<sup>34</sup>, where the author refers to judgments by de Villiers JA, Schreiner JA, Joubert AJA, Wessels JA, Malan AJA, and others.

- [103] *Endumeni* was part of our law that moved towards a contextual, objective assessment of language used in legal instruments, based on text, factual context, and purpose. The change that *Endumeni* brought, was to cement an approach that gives effect to the truism that sometimes text goes wrong. There is another, equally valid truism, often people write what they mean to say.
- [104] I must make one more point: *Endumeni* did not do away with the concepts of variation of court orders, rectification of contracts, findings of implied and tacit terms in contracts, parol evidence and the like. It simply reflects an approach to interpretation where context and text merge.
- [105] In this case, some findings that I am asked to make may well not be findings of interpretation, but of tacit terms. There is a clear distinction between interpreting express words, and reading a tacit term into a document. The clear distinction we draw between implied and tacit terms is drawn in English law too, but without our distinctive use of the terminology of tacit versus implied (by law).<sup>35</sup> In *Marks and Spencer plc v BNP Paribas Securities Services Trust Co (Jersey) Ltd and Another*<sup>36</sup> Lord Neuberger P<sup>37</sup> after inter alia referring to the two types of unexpressed terms in a contract in para 15,<sup>38</sup> makes a clear distinction between the process of interpretation versus finding (in our terms), a tacit term in para 28 - 29:

“[28] In most, possibly all, disputes about whether a term should be implied into a contract, it is only after the process of construing the express words is complete that the issue of an implied term falls to be considered. Until one has

<sup>34</sup> Perumalsamy K "The Life and Times of Textualism in South Africa" PER / PELJ 2019 (22).

<sup>35</sup> See *Alfred McAlpine & Son (Pty) Ltd v Transvaal Provincial Administration* 1974 (3) SA 506 (A) at 526E and *Wilkins NO v Voges* 1994 (3) SA 130 (A) at 136I-137D.

<sup>36</sup> *Marks and Spencer plc v BNP Paribas Securities Services Trust Co (Jersey) Ltd and Another* [2016] 4 All ER 441.

<sup>37</sup> With whom Lord Sumption and Lord Hodge SCJJ agreed.

<sup>38</sup> “As Lady Hale pointed out in *Geys v Societei Geineirale, London Branch* [2012] UKSC 63, [2013] 1 All ER 1061, [2013] 1 AC 523 (at [55]), there are two types of contractual implied term. The first, with which this case is concerned, is a term which is implied into a particular contract, in the light of the express terms, commercial common sense, and the facts known to both parties at the time the contract was made. The second type of implied terms arises because, unless such a term is expressly excluded, the law (sometimes by statute, sometimes through the common law) effectively imposes certain terms into certain classes of relationship.”

*decided what the parties have expressly agreed, it is difficult to see how one can set about deciding whether a term should be implied and if so what term. This appeal is just such a case. Further, given that it is a cardinal rule that no term can be implied into a contract if it contradicts an express term, it would seem logically to follow that, until the express terms of a contract have been construed, it is, at least normally, not sensibly possible to decide whether a further term should be implied. Having said that, I accept Lord Carnwath's point in para [71] to the extent that in some cases it could conceivably be appropriate to reconsider the interpretation of the express terms of a contract once one has decided whether to imply a term, but, even if that is right, it does not alter the fact that the express terms of a contract must be interpreted before one can consider any question of implication.*

*[29] In any event, the process of implication involves a rather different exercise from that of construction. As Sir Thomas Bingham trenchantly explained in Philips [1995] EMLR 472 at 481:*

*'The courts' usual role in contractual interpretation is, by resolving ambiguities or reconciling apparent inconsistencies, to attribute the true meaning to the language in which the parties themselves have expressed their contract. The implication of contract terms involves a different and altogether more ambitious undertaking: the interpolation of terms to deal with matters for which, ex hypothesi, the parties themselves have made no provision. It is because the implication of terms is so potentially intrusive that the law imposes strict constraints on the exercise of this extraordinary power.'*

[106] *Endumeni* is generally seen as a step in breaking from the past, when our courts for the most part followed a literal or textual approach to the interpretation of legal documents. In the past, if (what seemed to be) the ordinary meaning was clear, that meaning was given effect to. Only if that meaning was absurd, could the ordinary meaning be departed from and another meaning given to the word (and certain contextual matter be considered). Our law largely based on English law in this regard. It was no doubt influenced by the view then that the will of Parliament was supreme.

[107] With respect, our law has not yet reached its interpretation destination. The question remains the extent of the use of context, especially when words read in context have a clear meaning. Those words often were agreed upon, and often those words form part of a well-written product. It is useful in this regard to consider an article by the author of *Endumeni*, Wallis JA.<sup>39</sup> This judgment

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<sup>39</sup> *Interpretation Before and after Natal Joint Municipal Pension Fund v Endumeni Municipality 2012 (4) SA 593 (SCA) PER / PELJ 2019 (22) by M Wallis.*

does not call for a fuller discussion of the article, but the article reflects nuances to interpretation that I too believe should be part of our law (as it is in current English law) about when context should carry more weight, as opposed to text, and when not. Perhaps ironically, such a move close to English law, could relieve the tension that I observe.

[108] As is clear from *Endumeni* itself, the break from the past as evidenced in *Endumeni*, in a large part followed not old Roman Dutch authorities, but development in English law itself. I believe that it is fair to say that modern day English law on interpretation changed the approached in many countries outside the United Kingdom, including Australia, New Zealand, Canada, Hong Kong, Singapore, and countries in Southern Africa. This is addressed in the two articles already referred to. It is a journey. In *City of Tshwane Metropolitan Municipality v Blair Atholl Homeowners Association*,<sup>40</sup> a judgment by Navsa ADP and Motlale AJA,<sup>41</sup> the court held at para 60 (footnotes omitted):

“[60] It is unrealistic to expect of this court or, indeed, of any court, pronouncements that will end theoretical debates that have raged over many decades and settle for all time, terminology that will obviate confusion. No practical purpose is served by promoting one of the aforesaid approaches above the other, nor is any purpose served by considering whether this court has more recently adopted a revolutionary approach to interpretation, as compared to its prior practice.”

[109] English law on this topic too developed (will develop), and is nuanced, applying rules and principles that give a judge the tools to apply those tools with flexibility as determined by the circumstances of the case. I only refer briefly thereto. It falls outside a judgment such as the present to discuss the current English law and to compare them with *Endumeni* especially regarding the boundaries between context and text (and possible future development of our law) and/or the impact of the Constitution on interpretation.

[110] Lord Hoffman’s formulation of five principles followed on *Prenn v Simmonds*<sup>42</sup> and *Reardon Smith Line Ltd. v Yngvar Hansen-Tangen*.<sup>43</sup> Lord Hoffman<sup>44</sup>

<sup>40</sup> *The City of Tshwane Metropolitan Municipality v Blair Atholl Homeowners Association* 2019 (3) SA 398 (SCA) para 52.

<sup>41</sup> Swain and Dambuza JJA and Mokgohloa AJA concurring.

<sup>42</sup> *Prenn v Simmonds* [1971] 3 All ER 237.

<sup>43</sup> *Reardon Smith Line Ltd. v Yngvar Hansen-Tangen* [1976] 3 All ER 570.

<sup>44</sup> With whom Lord Goff of Chieveley, Lord Hope of Craighead and Lord Clyde agreed.

formulated the first principle in *Investors Compensation Scheme v West Bromwich Building Society*<sup>45</sup>:

*“Interpretation is the ascertainment of the meaning which the document would convey to a reasonable person having all the background knowledge which would reasonably have been available to the parties in the situation in which they were at the time of the contract.”*<sup>46</sup>

[111] This formulation fits *Endumeni*, but adds that the assessment is objective, not subjective. The flexibility in applying *Investors Compensation Scheme* (and as set out in especially three cases that followed it) are described as follows by Lord Hodge JSC<sup>47</sup> in *Barnardo's v Buckinghamshire and Others*<sup>48</sup> at para 13:

*“In the trilogy of cases, Rainy Sky SA v Kookmin Bank [2011] UKSC 50, [2012] 1 All ER 1137, [2011] 1 WLR 2900, Arnold v Britton [2015] UKSC 36, [2016] 1 All ER 1, [2015] AC 1619 and Wood v Capita Insurance Services Ltd [2017] UKSC 24, [2017] 4 All ER 615, [2017] AC 1173, this court has given guidance on the general approach to the construction of contracts and other instruments, drawing on modern case law of the House of Lords since Prenn v Simmonds [1971] 3 All ER 237, [1971] 1 WLR 1381. That guidance, which the parties did not contest in this appeal, does not need to be repeated. In deciding which interpretative tools will best assist in ascertaining the meaning of an instrument, and the weight to be given to each of the relevant interpretative tools, the court must have regard to the nature and circumstances of the particular instrument.”*

[112] It is a reference to the flexibility referred to above. The current position in English law, if a summary would suffice, is set out in *Wood*<sup>49</sup> as quoted in *Blair Atholl Homeowners Association* para 59:

*“The court’s task is to ascertain the objective meaning of the language which the parties have chosen to express their agreement. It has long been accepted that this is not a literalist exercise focused solely on a parsing of the wording of the particular clause but that the court must consider the contract as a whole and, depending on the nature, formality and quality of drafting of the contract, give more or less weight to elements of the wider context in reaching its view as to that objective meaning. In Prenn v Simmonds [1971] 1 WLR 1381 (1383H-1385D) and in Reardon Smith Line Ltd v Yngvar Hansen-Tangen [1976] 1 WLR 989 (997), Lord Wilberforce affirmed the potential relevance to the task of interpreting the parties’ contract of the factual background known to the parties*

<sup>45</sup> *Investors Compensation Scheme v West Bromwich Building Society* [1998] 1 All ER 98.

<sup>46</sup> Perumalsamy K "The Life and Times of Textualism in South Africa" PER / PELJ 2019(22) makes the interesting point that *Endumeni* omits to state that the standard is that of the reasonable reader.

<sup>47</sup> With whom Lady Hale P, Lord Wilson, Lord Sumption and Lord Briggs JJSC agreed.

<sup>48</sup> *Barnardo's v Buckinghamshire and Others* [2019] 2 All ER 175.

<sup>49</sup> *Wood v Capita Insurance Ltd* [2017] 4 All ER 615 para 10.

*at or before the date of the contract, excluding evidence of the prior negotiations.”*

[113] This approach is reflected in *Endumeni*, in my view. Hence Wallis JA (in his capacity as an academic author) states with reference to inter alia *Wood* that:<sup>50</sup>

*“On this approach, the process of interpretation is no longer, assuming it once was, a war between textualism and contextualism. I venture to suggest that this does not differ materially from Endumeni. Both text and context have a role to play, and which will predominate will depend on the circumstances of each case.”*

[114] *Endumeni* paragraph 18 was expressly approved and quoted in *Airports Company South Africa v Big Five Duty Free (Pty) Limited and Others* para 29,<sup>51</sup> a judgment by Froneman J.<sup>52</sup> Based thereon I apply it too.

[115] However, this acceptance of *Endumeni* in the Constitutional Court did not address another decision by the Constitutional Court: *Cool Ideas 1186 CC v Hubbard and Another*,<sup>53</sup> a judgment by Majiedt AJ.<sup>54</sup> In that case the Constitutional Court held in para 28 (underlining added):

*“A fundamental tenet of statutory interpretation is that the words in a statute must be given their ordinary grammatical meaning, unless to do so would result in an absurdity.<sup>55</sup> There are three important interrelated riders to this general principle, namely:*

*(a) that statutory provisions should always be interpreted purposively;<sup>56</sup>*

*(b) the relevant statutory provision must be properly contextualised;<sup>57</sup> and*

<sup>50</sup> *Interpretation Before and after Natal Joint Municipal Pension Fund v Endumeni Municipality* 2012 (4) SA 593 (SCA) PER / PELJ 2019(22) page 13.

<sup>51</sup> *Airports Company South Africa v Big Five Duty Free (Pty) Limited and Others* 2019 (5) SA 1 (CC) para 29.

<sup>52</sup> Dlodlo AJ, Goliath AJ, Khampepe J, Madlanga J, Petse AJ and Theron J concurring.

<sup>53</sup> *Cool Ideas 1186 CC v Hubbard and Another* 2014 (4) SA 474 (CC) para 28.

<sup>54</sup> Moseneke ACJ, Skweyiya ADCJ, Khampepe J and Madlanga J concurring.

<sup>55</sup> “[18] See *SATAWU and Another v Garvas and Others* [2012] ZACC 13; 2013 (1) SA 83 (CC); 2012 (8) BCLR 840 (CC) (*Garvas*) at para 37; *S v Zuma and Others* [1995] ZACC 1; 1995 (2) SA 642 (CC); 1995 (4) BCLR 401 (CC) (*S v Zuma*) at paras 13-4; and *Dadoo Ltd and Others v Krugersdorp Municipal Council* 1920 AD 530 at 543.”

<sup>56</sup> “[19] *Dengetenge Holdings (Pty) Ltd v Southern Sphere Mining and Development Company Ltd and Others* [2013] ZACC 48; 2014 (3) BCLR 265 (CC) at paras 84-6 and *Department of Land Affairs and Others v Goedgelegen Tropical Fruits (Pty) Ltd* [2007] ZACC 12; 2007 (6) SA 199 (CC); 2007 (10) BCLR 1027 (CC) at para 5.”

<sup>57</sup> “[20] *North East Finance (Pty) Ltd v Standard Bank of South Africa Ltd* [2013] ZASCA 76; 2013 (5) SA 1 (SCA) at para 24; *KPMG Chartered Accountants (SA) v Securefin Ltd and Another* [2009] ZASCA 7; 2009 (4) SA 399 (SCA) at para 39; and *Bhana v Dönges NO and Another* 1950 (4) SA 653 (A) at 664E-H.”

*(c) all statutes must be construed consistently with the Constitution, that is, where reasonably possible, legislative provisions ought to be interpreted to preserve their constitutional validity. This proviso to the general principle is closely related to the purposive approach referred to in (a).<sup>58</sup>*

[116] *Cool Ideas* followed two years after *Endumeni*. The reminder therein about the role of the Constitution in interpretation is undoubtedly necessary. Still, the phrase that “*the words in a statute must be given their ordinary grammatical meaning, unless to do so would result in an absurdity*” in *Cool Ideas*, with respect cannot be reconciled with *Endumeni*. Wallis JA in his capacity as an author, remarked that he does not believe *Cool Ideas* correctly reflects the Constitutional Court’s intention.<sup>59</sup> Still, *Cool Ideas* is often quoted with approval by the Constitutional Court, and in a slightly reduced version, has found its way into the SCA too. In *Smyth and Others v Investec Bank Limited and Another*<sup>60</sup> in a judgment by Petse JA<sup>61</sup> the court held (underlining added):

*“[28] I revert to the crux of the dispute between the parties, the interpretation of s 252 of the Act. Principles of interpretation dictate that a court should pay due regard to the overall scheme of the Act. During an interpretative process, it is as well to remember that a fundamental principle of statutory interpretation is that words in a statute must be given their ordinary meaning, unless to do so would result in an absurdity. (See *South African Transport and Allied Workers Union & another v Garvas & others* [2012] ZACC 13; 2013 (1) SA 83 (CC) para 37; *S v Zuma & others* [1995] ZACC 1; 1995 (2) SA 642 (CC) paras 13-14; *Dadoo Ltd v Krugersdorp Municipal Council* 1920 AD 530 at 543.) This general principle is, however, subject to three interrelated qualifications. First, the statutory provision should be interpreted purposively. (See *Department of Land Affairs & others v Goedegelegen Tropical Fruits (Pty) Ltd* [2007] ZACC 12; 2007 (6) SA 199 (CC) para 5; *Dengetenge Holdings (Pty) Ltd v Southern Sphere Mining Development Company Ltd & others* [2013] ZACC 48; 2014 (5) SA 138 (CC) paras 84-86.) Second, the relevant statutory provision must be contextualised. (See *North East Finance (Pty) Ltd v Standard Bank of South Africa Ltd* [2013] ZASCA 76; 2013 (5) SA 1 (SCA) para 24; *KPMG Chartered Accountants (SA) v Securefin Ltd & another* [2009] ZASCA 7; 2009 (4) SA 399 SCA para 39.) Third, closely related to the purposive approach is the*

<sup>58</sup> “[21] *Garvas* above n 18 at para 37.”

<sup>59</sup> *Interpretation Before and after Natal Joint Municipal Pension Fund v Endumeni Municipality* 2012 (4) SA 593 (SCA) PER / PELJ 2019(22). After referring to cases in which the Constitutional Court encouraged a new approach to interpretation (*Bato Star Fishing (Pty) Ltd v Minister of Environmental Affairs* 2004 (4) SA 490 (CC) para 90; *Department of Land Affairs v Goedegelegen Tropical Fruits (Pty) Ltd* 2007 (6) SA 199 (CC) para 52) the author at page 8 footnote 19 stated the following:

*“On its face the summary in Cool Ideas para 28 appears to be a retrograde step from this perspective, but I doubt that this was intended.”*

<sup>60</sup> *Smyth and Others v Investec Bank Limited and Another* 2018 (1) SA 494 (SCA) para 28 - 29.

<sup>61</sup> *Navsa, Lewis and Mathopo JJA and Schippers AJA concurring.*

requirement that statutes must be interpreted consistently with the Constitution so as to preserve their constitutional validity, where it is reasonably possible to do so. As Wallis JA put it in Natal Joint Municipal Pension Fund v Endumeni Municipality [2012] ZASCA 13; 2012 (4) SA 581 para 18:

*‘[T]he “inevitable point of departure is the language of the provision itself”, read in the context and having regard to the purpose of the provision and the background to the preparation and production of the document. ... A sensible meaning is to be preferred to one that leads to insensible or unbusinesslike results or undermines the apparent purpose of the document.’*

[29] Accordingly, as endorsed in a long line of cases, the logical point of departure is the language of the provision itself read in the context of the overall scheme of the Act, having regard to the purpose of the provision and against the background to the production of the relevant statute. (See in this regard South African Airways (Pty) Ltd v Aviation Union of South Africa & others [2011] ZASCA 1; 2011 (3) SA 148 (SCA) paras 25-30; Bothma-Batho Transport (Edms) Bpk v S Bothma & Seun Transport (Edms) Bpk [2013] ZASCA 176; 2014 (2) SA 494 (SCA) paras 10-12; Novartis SA v Maphil Trading [2015] ZASCA 111; 2016 (1) SA 518 (SA) paras 24-31.)

[117] Smyth thus held that as a starting point “*that words in a statute must be given their ordinary meaning unless to do so would result in an absurdity*”, whilst Cool Ideas formulated it as “*that the words in a statute must be given their ordinary grammatical meaning, unless to do so would result in an absurdity*”.

[118] In the most recent judgment in the Constitutional Court stating the principles of interpretation, *Chisuse and Others v Director-General, Department of Home Affairs and Another*,<sup>62</sup> the Constitutional Court relies on *Endumeni* (to a limited extent) and on *Cool Ideas*. Khampepe J<sup>63</sup> held:

“[47] In interpreting statutory provisions, recourse is first had to the plain, ordinary, grammatical meaning of the words in question.<sup>64</sup> Poetry and philosophical discourses may point to the malleability of words and the nebulousness of meaning,<sup>65</sup> but, in legal interpretation, the ordinary

<sup>62</sup> *Chisuse and Others v Director-General, Department of Home Affairs and Another* [2020] ZACC 20 para 46-59.

<sup>63</sup> Jafta J, Madlanga J, Majiedt J, Mathopo AJ, Mhlantla J, Theron J, Tshiqi J and Victor AJ concurring.

<sup>64</sup> “[45] See *Diener N.O. v Minister of Justice and Correctional Services* [2018] ZACC 48; 2019 (4) SA 374 (CC); 2019 (2) BCLR 214 (CC) at para 37; *Mankayi v AngloGold Ashanti Ltd* [2011] ZACC 3; 2011 (3) SA 237 (CC); 2011 (5) BCLR 453 (CC) at para 70; and *Commissioner, South African Revenue Service v Executor, Frith’s Estate* [2000] ZASCA 94; 2001 (2) SA 261 (SCA) at para 2 of Plewman JA’s judgment.”

<sup>65</sup> “[46] As TS Elliot has eloquently stated, “[w]ords strain, crack and sometimes break, . . . slip, slide, perish, [d]ecay with imprecision . . .”. Elliot *Burnt Notion* (No. 1 of Four Quarters) at Part V.”

understanding of the words should serve as a vital constraint on the interpretative exercise, unless this interpretation would result in an absurdity.<sup>66</sup>

As this Court has previously noted in *Cool Ideas*, this principle has three broad riders, namely:

- “(a) that statutory provisions should always be interpreted purposively;
- (b) the relevant statutory provision must be properly contextualised; and
- (c) all statutes must be construed consistently with the Constitution, that is, where reasonably possible, legislative provisions ought to be interpreted to preserve their constitutional validity. This proviso to the general principle is closely related to the purposive approach referred to in (a).”<sup>67</sup>

[48] Judges must hesitate “to substitute what they regard as reasonable, sensible or businesslike for the words actually used. To do so in regard to a statute or statutory instrument is to cross the divide between interpretation and legislation”.<sup>68</sup>

[49] ...

[52] The purposive or contextual interpretation of legislation must, however, still remain faithful to the literal wording of the statute.<sup>69</sup> This means that if no reasonable interpretation may be given to the statute at hand, then courts are required to declare the statute unconstitutional and invalid.<sup>70</sup> It is now settled that this approach to interpretation is a unitary exercise.<sup>71</sup> ”

[119] I decline to apply the part of the law as contended for by the provisional liquidators in the heads of argument in the auction application as not consistent with *Endumeni* (underlining not added):

“154 Where the language of a document is clear and unambiguous, a court must give effect to the intention of the parties as expressed in the contract, however harsh or unreasonable that may appear to be.<sup>72</sup>

<sup>66</sup> “[47] See *Cool Ideas* 1186 CC v Hubbard [2014] ZACC 16; 2014 (4) SA 474 (CC); 2014 (8) BCLR 869 (CC) (*Cool Ideas*) at para 28; *SATAWU v Garvas* [2012] ZACC 13; 2013 (1) SA 83 (CC); 2012 (8) BCLR 840 (CC) (*Garvas*) at para 37; and *Dadoo Ltd v Krugersdorp Municipal Council* 1920 AD 530 at 543. See further Bishop and Brickhill, “‘In The Beginning Was The Word’: The Role of Text in the Interpretation of Statutes” (2012) 129 SALJ 681 at 697 8.”

<sup>67</sup> “[48] *Cool Ideas* id at para 28.”

<sup>68</sup> “[49] *Natal Joint Municipal Pension Fund v Endumeni Municipality* [2012] ZASCA 13; 2012 (4) SA 593 (SCA) (*Endumeni*) at para 18.”

<sup>69</sup> “[55] *Bertie Van Zyl* above n 53 at para 22.”

<sup>70</sup> “[56] *National Coalition for Gay and Lesbian Equality v Minister of Home Affairs* [1999] ZACC 17; 2000 (2) SA 1 (CC); 2000 (1) BCLR 39 (CC) at paras 23-4.”

<sup>71</sup> “[57] See *Endumeni* above n 49 at para 19.”

<sup>72</sup> “34 See *Anchor Secunda (Pty) Ltd v Sasol Synthetic Fules (Pty) Ltd* (624/10) [2011] ZASCA 158 (28 September 2011) at par 5.”

*155 The golden rule of interpretation dictates that the language in a document is to be given its grammatical and ordinary meaning unless this would result in some absurdity or repugnancy or inconsistency with the rest of the instrument.<sup>73</sup>*

[120] Next, I address the major matters for decision.

**First matter for decision: The Rule 42 application**

[121] Fidelity is if the view that the Bhoola order in error did not include the power to sell the immovable property it purchased at the auction, and it seeks a variation of the order to expressly refer thereto. The relief sought has been quoted already. The chronology also already refers to one of the paragraphs in the order, but I need to expand a bit on the facts set out in the chronology.

[122] Paragraph 1 of the Bhoola order specifically dealt with power of the provisional liquidators to sell movable assets of the six companies in liquidation, being asses of:

[122.1] Five of the six business rescue companies (excluding only Properties)-

[122.1.1] Operations;

[122.1.2] Technology Systems;

[122.1.3] Leading Prospect;

[122.1.4] Youth Development Centres; and

[122.1.5] Security Intelligence; and

[122.2] One other company in liquidation, BOSASA IT.

[123] Paragraph 1 of the order extended the powers of the provisional liquidators “*in terms of section 386(5), read with section 388*” of the 1973 Act to sell all of the movable assets “*belonging to*” the companies listed above “*by way of public auction, public tender or private contract, as contemplated in section 386(4)(h)*” of the 1973 Act.

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<sup>73</sup> “See *Coopers and Lybrand & Others v Bryant* 1995 (3) SA 761 (A) at 767.”

- [124] It is common cause that none of the other companies in liquidation had movable assets.
- [125] The Bhoola order also dealt with immovable assets. Paragraph 2 of the order refers to the same sections of the 1973 Act referred to above, and extends the powers of the provisional liquidators to sell the immovable properties belonging to Properties by way of public auction, public tender or private contract. No other company in liquidation was mentioned. It would later transpire that Operations, not Properties, owned an immovable property sold at the public auction to Fidelity.
- [126] In context, the undoubted purpose of the relief sought before Bhoola AJ was the interim power to be able to sell all the assets of the group, movable and immovable. This appears from the founding affidavit in that application. The group's assets have become redundant due to the cancelled agreements with the state, and the winding down of all business conducted by the group. This outcome was enabled by the other two court orders referred to.
- [127] The movable assets of Operations could be sold too. The immovable property owned by Operations was no different to the immovable property owned by Properties.. In fact, it is clear that the consent sought from the Bhoola AJ was intended to include the property owned by Operations. The founding affidavit includes a reference to that property, and its likely forced sale value. It was referred to as the "*BOSASA Campus*", and "*African Global Operations' headquarters*" in the affidavit, the need for which has fallen away. It was not intended to be retained until the final liquidators were appointed.
- [128] Unsurprisingly the Bhoola order was implemented as if consent to the sale of the immovable property of Operations was given and Fidelity bought the immovable property at the public auction. Everybody worked from the wrong assumption when the property was sold at the auction and the first disputes arose.

- [129] Accordingly, the point that the sale to Fidelity was unauthorised (no provided for in the Bhoola order), was not taken in the founding papers in the auction application.<sup>74</sup> That point was only taken after Fidelity discovered the omission.
- [130] The later explanation by the provisional liquidators was that the omission of Operations in paragraph 2 of the Bhoola order, was an error. It seems to be to be undoubtedly correct. When the provisional liquidators did not bring an in terms of Rule 42, Fidelity approached the court. Fidelity argued that the omission to refer to immovable property owned by Operations in the Bhoola order, was a mere and innocent mistake.
- [131] The main defences raised against the Rule 42 order were:
- [131.1] A lack of locus standi. Clearly Fidelity is a party affected by the order as contemplated in Uniform Rule 42(c) and had *locus standi*;<sup>75</sup>
- [131.2] It was a unilateral mistake by the provisional liquidators, not a mistake common to the parties as contemplated in Uniform Rule 42(c). I disagree, the order was by consent;
- [131.3] Fidelity unduly delayed bringing the application for two months. I disagree, there was no improper delay.
- [132] Fidelity argued that it was opportunistic to seek to exploit the error, and not to consent to the rectification. I agree. The answering affidavit further unnecessarily takes issue with the conduct of Fidelity and of the provisional liquidators, irrelevant to the relief sought. It also impermissibly includes

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<sup>74</sup> The founding affidavit in the business rescue application states that the property is owned by Properties.

<sup>75</sup> **42 Variation and rescission of orders**

(1) *The court may, in addition to any other powers it may have, mero motu or upon the application of any party affected, rescind or vary:*

- (a) *An order or judgment erroneously sought or erroneously granted in the absence of any party affected thereby;*
- (b) *an order or judgment in which there is an ambiguity, or a patent error or omission, but only to the extent of such ambiguity, error or omission;*
- (c) *an order or judgment granted as the result of a mistake common to the parties.*

(2) *Any party desiring any relief under this rule shall make application therefor upon notice to all parties whose interests may be affected by any variation sought.*

(3) *The court shall not make any order rescinding or varying any order or judgment unless satisfied that all parties whose interests may be affected have notice of the order proposed."*

references to case law. It was properly dealt with in reply by Fidelity as irrelevant responses.

[133] Fidelity is entitled to the variation sought and I grant it. Fidelity sought costs from the parties opposing the relief sought, alternatively the costs occasioned by opposition. In my view this application should not have been opposed. A short application by consent became impossible as a result of the stance taken by the auction applicants. Thereafter mere technical defences followed. **The three parties that opposed the application, Holdings, Sun Worx and Kgwerano must pay Fidelity's costs of the Rule 42 application.**

[134] When Fidelity brought the application, there was no reason thereafter for the provisional liquidators to join the fray, not having brought the application themselves. They applied to join the Fidelity application as co-applicants and served papers on 20 May 2020 shortly before the hearing on 21 May 2020. By then it was too late properly deal with the application. In the end I strike the application by the provisional liquidators from the roll and deliberately make no order as to costs. The same applies with regard to the heads of argument delivered by the provisional liquidators as a "note".

### **Second matter for decision: Has the business application been "made"?**

[135] The provisional liquidators (SARS and Fidelity) took the point that the business rescue application could not be considered as it has not been "made" as contemplated in section 131 of the 2008 Act. The bigger point was that the auction could have continued until it was "made". The argument was that an application for business rescue not made until it is served and given notice of in a prescribed manner, including as prescribed by regulation 124 of the Companies Regulations, 2011 ("*the Regulations*").

[136] I have referred to the unique notice provisions to affected parties in section 131 of the 2008 Act. Sections 131(1) to 131(3) read (underlining added):

"(1) *Unless a company has adopted a resolution contemplated in section 129, an affected person may apply to a court at any time for an order placing the company under supervision and commencing business rescue proceedings.*

(2) *An applicant in terms of subsection (1) must-*

- (a) serve a copy of the application on the company and the Commission; and
  - (b) notify each affected person of the application in the prescribed manner.
- (3) *Each affected person has a right to participate in the hearing of an application in terms of this section.*

[137] The act therefore draws a distinction between those who need to be served<sup>76</sup> and those who need to be notified.<sup>77</sup> The two places where “*the application*” has to be “*served*” (even in this case where the companies have been wound up) in terms of section 131(2)(a) are “*on the company*” and on the CIPC. Keywords in sections 131(1) and (2) are “*apply to a court*”, “*a copy of the application*”, “*of the application*” and off course, “*the application*”.

[138] In as far as the prescribed service on the CIPC is concerned, the CIPC only plays a formalistic role in the present application, and indeed in practice note 9 of 2017 of 3 July 2017 it provided an e-mail address for service of court papers as a valid method of service.

[139] The other instance of service, “*service*” of the application on the company, no doubt had as its purpose a method to bring the application to the persons in control thereof. The SCA held that where reference is made to the service on the company, service on (in this case) the provisional liquidators is meant. In *Van Staden NO and Others v Pro-Wiz Group (Pty) Ltd*<sup>78</sup> Wallis JA<sup>79</sup> held in para 10 (footnote omitted):

*“[10] Starting with basic principles, in terms of s 131(2)(a) of the Act an application for business rescue must be served on the company or close corporation. Where it is already being wound up, whether provisionally or finally, that means that the persons on whom it must be served, as representing the company, are its liquidators. That necessarily follows from the fact that, upon the compulsory winding-up of a company, its directors (read members in the case of a close corporation) are deprived of their control of the company, which is then deemed to be in the custody or control of the Master until the appointment of liquidators. Thereafter it is in the custody or control of the liquidators.”*

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<sup>76</sup> Section 131(2)(a).

<sup>77</sup> Section 131 (2)(b).

<sup>78</sup> *Van Staden NO and Others v Pro-Wiz Group (Pty) Ltd* 2019 (4) SA 532 (SCA) para 10.

<sup>79</sup> Makgoka JA, Schippers JA, Mokgohloa AJA and Rogers AJA concurring.

[140] In argument before, service on the provisional liquidators was not seen as sufficient compliance with section 131(2)(a) of the 2008 Act. I respectfully disagree. Notice also had to be given in terms of section 131(2)(b) to “*affected persons*”. “*Affected persons*”, as alluded to above, are defined in the 2008 Act as creditors, shareholders, employees not represented by trade unions, and trade unions.<sup>80</sup> As reflected earlier, they may participate as of right in the proceedings.

[141] I pause to make another point raised in the quotation from *Van Staden*, in the chronology, the stance by the provisional liquidators that it was impossible after the SCA judgment to consult and obtain the consent of the boards of the companies in winding-up as if they had ceased to exist. In law, **the companies and their boards still existed, although the companies were in liquidation and and under the control of the provisional liquidators.** See *Imperial Bank Ltd v Barnard and Others NNO*.<sup>81</sup>

[142] I revert to an argument on what is meant with “serve” too. Section 131(6) of the 2008 Act reads (underlining added):

“*If liquidation proceedings have already been commenced by or against the company at the time an application is made in terms of subsection (1), the application will suspend those liquidation proceedings until-*

- (a) *the court has adjudicated upon the application; or*
- (b) *the business rescue proceedings end, if the court makes the order applied for.”*

[143] The argued issue was when is the application “made”, and if this finding is linked to the application being served?

[144] The 2008 Act does not specify when an application is made. Instead, it simply states in section 132(1)(b) (underlining added):

“*Business rescue proceedings begin when-*

- (a) ...
- (b) *an affected person applies to the court for an order placing the company under supervision in terms of section 131(1)”.*

<sup>80</sup> See section 128(1)(a) of the 2008 Act.

<sup>81</sup> *Imperial Bank Ltd v Barnard and Others NNO* 2013 (5) SA 612 (SCA) para 14.

- [145] The keywords in section 131(6) are “*at the time an application is made in terms of subsection (1), the application will suspend ...*” They must be read with the words “(b)*business rescue proceedings begin when ... an affected person applies to the court*” in section 132(1)(b) and “*apply to court*” in section 131(1).
- [146] On the facts of this matter, the applications were served by e-mail, and when the matter proceeded before Wright J, the provisional liquidators already had the business rescue application. The provisional liquidators knew that the application was launched, no matter whether on a proper interpretation it is made (a) when issued, (b) when served on some affected persons (or some notified), (c) when served on all affected persons (including where relevant, notified), or (d) when argued in court. These are the four possible meanings of “*apply to court*” and “*when the application is made*” if those words were to be pasted on paper. Pasting words on paper is not the correct method to interpret legislation.
- [147] Gamble J in *Blue Star Holdings (Pty) Ltd v West Coast Oyster Growers CC*<sup>82</sup> dealt with an application to wind up a company when an application in terms of section 131(1) of the 2008 was produced in court (and provided to the other side). The learned judge formulated the question<sup>83</sup> as:
- “... *whether presentation of the application for business rescue to the registrar of the court for the issue thereof did not in fact constitute the requisite application to court sufficient to interrupt the pending application for winding-up.*”
- [148] The learned judge considered the position in earlier compulsory motor vehicle insurance legislation with regard to an application made for condonation.<sup>84</sup> Such an analogy is only helpful in part, as in those cases one deals with a single defendant, a defendant that obviously must be joined in the proceedings. In a business rescue application one potentially has complications of service on and notice to possibly a large group of people.
- [149] The court in *Blue Star Holdings* reasoned as follows (underlining added):

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<sup>82</sup> *Blue Star Holdings (Pty) Ltd v West Coast Oyster Growers CC* 2013 (6) SA 540 (WCC)

<sup>83</sup> Para 17.

<sup>84</sup> One distinguishing factor is that one in those case deal with one respondent.

*“[29] Applying this functional approach to s 131(6), it is obvious that in this case the lodging of the application with the registrar for the issue thereof constituted the 'making' of the application and the commencement of proceedings to place the company under business rescue (as opposed to the commencement of business rescue per se). It was fortuitously brought to the attention of the creditor's legal representatives an hour or so later when a copy was handed to them at court. Service therefore occurred almost instantaneously and the application then fell within the purview of the Rules of Court, read with the new Act and the regulations issued thereunder.<sup>85</sup>*

*[30] To suggest that the application for business rescue only commences when it is called some day in open court will lead to impractical and even absurd consequences. It would mean that the court seized with the winding-up application could continue with its work and notionally even grant a final order of liquidation before the business rescue application is heard.*

*[31] Our courts are enjoined to interpret statutes purposively.<sup>86</sup> This requires the court to examine the objects and purport of an Act and to interpret legislation in conformity with the Constitution to the extent that this is reasonably possible. If one has regard to the various purposes of the new Act set out in s 7 one finds under s 7(k) that the new Act is intended to:*

*'(k) provide for the efficient rescue and recovery of financially distressed companies, in a manner that balances the rights and interests of all relevant stakeholders; ...'*

*Such a purpose is likely to be thwarted if the application for business rescue only commences when it is called in open court sometime in the uncertain future when a winding-up order could already have been granted.*

*[32] In the circumstances, I am satisfied that the provisions of s 131(6) of the new Act apply to this case and that the application for winding-up is therefore automatically suspended.”*

[150] I fully agree. This finding is in accordance with long-established principles in our law that an application is made when it is issued. In some cases, service is required for the application to take effect, but such provisions are expressly legislated for, as is the case of prescription. I only refer to the findings in a few cases:

<sup>85</sup> “10. Regulation 124, for example, prescribes the method of service on parties affected by the lodging of the business rescue application.”

<sup>86</sup> “11. Investigating Directorate: Serious Economic Offences and Others v Hyundai Motor Distributors (Pty) Ltd and Others: In re Hyundai Motor Distributors (Pty) Ltd and Others v Smit NO and Others 2001 (1) SA 545 (CC) (2000 (2) SACR 349; 2000 (10) BCLR 1079; [2000] ZACC 12) at 558 para 22 to 559 para 24.”

[150.1] *Republikeinse Publikasies (Edms) Bpk v Afrikaanse Pers Publikasies (Edms) Bpk* at 780F-G<sup>87</sup> held that a party is only involved in the litigation after service on her/him, but that the proceeding commences with the issuing of the process-

*“... Die doel van 'n dagvaarding en kennisgewing van mosie is natuurlik om die verweerder of respondent by 'n geding te betrek, en wat hom betref, word hy eers dan betrek wanneer 'n betekening van die dagvaarding of kennisgewing van mosie plaasgevind het. So word in Marine and Trade Insurance Co. Ltd. v Reddinger, 1966 (2) SA 407, deur hierdie Hof op bl. 413 verklaar.<sup>88</sup>*

*'Although an action is commenced when the summons is issued the defendant is not involved in litigation until service has been effected, because it is only at that stage that a formal claim is made upon him.'*

[150.2] In *Marine and Trade Wessels* JA<sup>89</sup> dealt with the Motor Vehicle Insurance Act, 29 of 1942 the court held at 413D:

*“... Although an action is commenced when the summons is issued the defendant is not involved in litigation until service has been effected, because it is only at that stage that a formal claim is made upon him. (Nxumalo v Minister of Justice and Others, 1961 (3) SA 663 (W)). ...”;*

[150.3] In *Labuschagne v Labuschagne; Labuschagne v Minister Van Justisie*<sup>90</sup> Wessels JA<sup>91</sup> came to the same conclusion (that the issue of the summons, and not the service thereof, constituted the commencement of the action);

[150.4] *Nxumalo v Minister of Justice and Others*<sup>92</sup> is a decision of this division by Kuper J and the learned judge dealt with the question when legal proceedings commence at 667A-668F and concluded:

*“... Now, the commencement of the proceedings is the institution of the action. It seems to me that no other meaning can be given to those words, and assuming that a summons was served and the action later heard and the question was asked: When did this action commence?”*

<sup>87</sup> *Republikeinse Publikasies (Edms) Bpk v Afrikaanse Pers Publikasies (Edms) Bpk* 1972 (1) SA 773 (A) at 780F-G.

<sup>88</sup> Due to the quotation that follows, a translation is unnecessary, the same point is made.

<sup>89</sup> Beyers ACJ, Van Blerk JA, Ogilvie Thompson JA, and Rumpff JA concurring.

<sup>90</sup> *Labuschagne v Labuschagne; Labuschagne v Minister Van Justisie* 1967 (2) SA 575 (A) at 586D-E

<sup>91</sup> Steyn CJ, Botha JA, Van Wyk JA and Potgieter JA concurring

<sup>92</sup> *Nxumalo v Minister of Justice and Others*, 1961 (3) SA 663 (W).

*inevitably the answer would be: The day when the summons was issued....”*

[151] I agree with the formulation of the purpose of the legislation in *Blue Star Holdings* and the finding that the application was made when it was issued. It is without doubt that in our law an application is made when it its issued. Such an interpretation gives effect too to the purpose of the 2008 Act,<sup>93</sup> set out in section 7(k), to inter alia:

*“... provide for the efficient rescue and recovery of financially distressed companies, in a manner that balances the rights and interests of all relevant stakeholders”.*

[152] Suspending winding-up proceedings immediately gives effect to such purpose and prevent the response raised in this matter, that the horse has bolted. However, such an approach (that an application is made when issued) troubled other judges. Before I address those decisions, I need to reflect more background.

[153] Sections 6(9) and 6(10) of the 2008 Act reflect an approach that one should consider the substance of the notice, not the form:

*“(9) If a manner of delivery of a document, record, statement or notice is prescribed in terms of this Act for any purpose-*

*(a) it is sufficient if the person required to deliver such a document, record, statement or notice does so in a manner that satisfies all of the substantive requirements as prescribed; and*

*(b) any deviation from the prescribed manner does not invalidate the action taken by the person delivering that document, record, statement or notice, unless the deviation-*

*(i) materially reduces the probability that the intended recipient will receive the document, record, statement or notice; or*

*(ii) is such as would reasonably mislead a person to whom the document, record, statement or notice is, or is to be, delivered.*

*(10) If, in terms of this Act, a notice is required or permitted to be given or published to any person, it is sufficient if the notice is transmitted electronically directly to that person in a manner and form such that the*

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<sup>93</sup> Expressly required by section 5(1) of the 2008 Act.

*notice can conveniently be printed by the recipient within a reasonable time and at a reasonable cost.”*

[154] Regulation 124 of the Companies Regulations, 2011 prescribe the manner of notice as follows (underlining added):

*“An applicant in court proceedings who is required, in terms of either section 130(3)(b) or 131(2)(b), to notify affected persons that an application has been made to a court,<sup>94</sup> must deliver a copy of the court application, in accordance with regulation 7, to each affected person known to the applicant.”*

[155] The exact detail set out in Regulation 7 is not relevant to the argument advanced by the provisional liquidators, SARS and Fidelity.

[156] The provisional liquidators relied on *Standard Bank of South Africa Limited v Gas 2 Liquids (Pty) Ltd*,<sup>95</sup> a decision that came to a contrary finding to the one made in *Blue Star Holdings*. It is a judgment in this division and would ordinarily be binding on me, unless clearly wrong.<sup>96</sup> As will appear below, I decline to follow it.

[157] In that case Satchwell J dealt with the meaning of section 131(6) of the 2008 Act. The learned judge found that as the application was not served on the registered office of the company or on the provisional liquidator<sup>97</sup> (but only on the CIPC),<sup>98</sup> no application had been made. I respectfully disagree.

[158] The learned judge held that she was dealing with case where an obstructive debtor seeks to avoid an inevitable liquidation as part of an on-going strategy to hinder a creditor.<sup>99</sup> This finding, with respect, seems to have influenced her interpretation as to when the application was made. The finding by the learned judge was made in circumstances where an opposed application for final liquidation was argued, and the respondent produced the business rescue

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<sup>94</sup> I find it interesting that the regulation refers an application that already has been made, but cannot use it to interpret the 2008 Act. The Minister of Trade and Industry, in consultation with CIPC and the Chairperson of the Takeover Regulation Panel, made the regulations. They knew how that phrase is applied in our law.

<sup>95</sup> *Standard Bank of South Africa Limited v Gas 2 Liquids (Pty) Ltd* 2017 (2) SA 56 (GJ).

<sup>96</sup> Our authorities have not caught up with the fact of a single judiciary for the whole country, where there is no logical reason for a division-based rule or precedent. In case of conflict in judgments, I should be able to follow the decision I believe to be correct, with respect, wherever that judge sat in this country.

<sup>97</sup> Para 8.

<sup>98</sup> Para 7.

<sup>99</sup> Para 5.

application in court (similar to what occurred *Blue Star Holdings*). The learned judge held:<sup>100</sup>

*“I am thus of the same mind (although for different reasons) as my brothers, Makgoba J, in Summer Lodge<sup>101</sup> supra and Hartzenberg AJ in Taboo Trading<sup>102</sup> supra that there must be service and notification as required in terms of section 131 of the Act before it can be said that the business rescue application has been 'made' and that the liquidation proceedings have been suspended.*

[159] The learned judge interpreted “service” to mean service in accordance with Rule 4(1)(a) of the Uniform Rules being service by the Sheriff and relied in this regard on *Engen Petroleum Ltd v Multi Waste (Pty) Ltd and Others*.<sup>103</sup> The “notification” to which she referred, must have been notice to affected parties in terms of section 131(2)(b) of the 2008 Act.

[160] I respectfully disagree. There are two matters for consideration, when is the business rescue application made for it to suspend winding-up, and whether the application is properly before a court when the business rescue application is argued on its merits. In my view sections 131(2)(a) and 131(2)(b) of the 2008 Act, were not intended to transgress into procedural law to lay down procedural requirements for an application before it could be said that the application was made. A court hearing the matter on its merits, will apply procedural law, and make certain that service complied with the rules of court on the absent respondents, and even where necessary condone forms of service.

[161] In addition, the non-technical use of “serve” is evident from the omission to use “file” (meaning serve at court), or “deliver” (meaning serve on the person and filed at court) in section 131(2) of the 2008 Act. See the definition of “deliver” in Uniform Rule 1. It would make no sense to make “service” the line in the sand, and not “filing”. In my view, the word “serve” in section 131(2)(a) means no more than “to provide”, “to deliver”, a complete copy.

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<sup>100</sup> Para 26.

<sup>101</sup> A reference to *ABSA Bank Ltd v Summer Lodge (Pty) Ltd* 2013 (5) SA 444 GNP.

<sup>102</sup> A reference to *Taboo Trading 232 (Pty) Ltd v Pro Wreck Scrap Metal CC and Others* 2013 (6) SA 141 KZP.

<sup>103</sup> *Engen Petroleum Ltd v Multi Waste (Pty) Ltd and Others* 2012 (5) SA 596 GSJ.

[162] It does not appear to me, with respect, that *ABSA Bank Ltd v Summer Lodge (Pty) Ltd*<sup>104</sup> relied upon by the learned judge, assists. It dealt with an argument that section 131(6) of the 2008 Act does not apply before a winding-up order has been made. *Taboo Trading 232 (Pty) Ltd v Pro Wreck Scrap Metal CC and Others*<sup>105</sup> also does support the finding by the learned judge:

*“[11.3] The purpose of the notification required by s 131(2)(b) is to facilitate participation, in terms of s 131(3), by affected persons in the hearing of the business-rescue application. Creditors, being affected persons in the business-rescue application, also have a material interest in the liquidation proceedings. In my view, it is implicit in ss 131(2)(b) and 131(3) that reasonable notification be given to affected persons. Short notice rendering participation in the hearing impossible cannot be regarded as due compliance with s 131(2)(b). There is a strong policy justification for interpreting these provisions in a way which would not facilitate a dilatory or supine approach by an applicant in business-rescue proceedings. Service of a copy of the application on the Commission and notification to each affected person are not merely procedural steps. They are substantive requirements, compliance with which is an integral part of the making of an application for an order in terms of s 131(1) of the Companies Act.*

*[11.4] A business-rescue application is thus only to be regarded as having been made once the application has been lodged with the registrar, has been duly issued, a copy thereof served on the Commission,<sup>106</sup> and each affected person has been properly notified of the application.”<sup>107</sup>*

[163] The learned judge was concerned about a provisional liquidator not knowing of the application. *Republikeinse Publikasies* provides the answer, he/she will act innocently in breach of her/his duties. I think is a remote risk. The one purpose of the application such as the one before me is to suspend the winding-up process for a court to consider the business rescue application. Who would follow it secretly and not inform the provisional liquidators of the application?

[164] I agree with the reasoning that there must be substantial compliance before a hearing with section 131(2) of the 2008 Act, but with respect, this does not mean that no application has been made whilst such service and notice are

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<sup>104</sup> *ABSA Bank Ltd v Summer Lodge (Pty) Ltd* 2013 (5) SA 444 GNP.

<sup>105</sup> *Taboo Trading 232 (Pty) Ltd v Pro Wreck Scrap Metal CC and Others* 2013 (6) SA 141 KZP para 11.3 and 11.4.

<sup>106</sup> “23 Section 131(2)(a) of the Companies Act.”

<sup>107</sup> “24 Section 131(2)(b), read with ss 6(9), 6(10) and 6(11) of the Companies Act, together with regs 7 and 124, and table CR3.”

being effected on all affected parties. This view accords with the judgment by Coppin J in *Kalahari Resources (Pty) Ltd v ArcelorMittal SA and Others*.<sup>108</sup>

[165] In my view, with respect, the application for business rescue was made on 3 December 2019. By the time that I had to adjudicate it, there was substantial compliance with section 131(2) of the 2008 Act, and I could determine the business rescue application. As such I do not have to address further *Engen Petroleum Ltd v Multi Waste (Pty) Ltd and Others* para 18,<sup>109</sup> a judgment by Boruchowitz J.

[166] With respect, in my view *Gas 2 Liquids* is clearly wrong, with respect, and I am not bound by it. The words used in the 2008 Act have to be interpreted. What meaning would the words used in section 131(6) in grammar and syntax convey to (a reasonable person)<sup>110</sup> having all contextual knowledge, considering the purpose of the legislation, namely to suspend the winding-up process? This process would have required in part a contextual analysis of sections 131(1), 131(2), 131(4), and 131(6), including of the words “*at the time an application is made*” and of “*the application will suspend those liquidation proceedings*” in section 131(6). Part of context is that in our law an application is made when issued, and the no express conditions have been built into the legislation before the application would have the legislative effect. With respect, the wording of section 131(6) of the 2008 is clear, and leaves no room for adding conditions thereto in an interpretative exercise. In addition, the date of issuing of an application is easily and objectively determinable; it is a line in the sand that has logic to it. It leaves no room for a provisional liquidator to refuse to comply with the application until proven to him/her that formal service has taken place and that he/she is has been satisfied that notice has been given to every affected party, the identity possibly only known to the provisional liquidator. **A provisional liquidator is not meant to be a judge of his/her powers.**

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<sup>108</sup> *Kalahari Resources (Pty) Ltd v ArcelorMittal SA and Others* [2012] ZAGPJHC 130 para 66.

<sup>109</sup> *Engen Petroleum Ltd v Multi Waste (Pty) Ltd and Others* 2012 (5) SA 596 (GSJ) para 18.

<sup>110</sup> I know that it is questioned is this is expressly part of our law.

**Third matter for decision: Did the provisional liquidators have the power to continue to sell the assets of the six subsidiaries in issue?**

[167] I have found that it was made on 3 December 2019. My finding brings into effect another inevitable finding, **the provisional liquidators had no authority to continue with the sale of the assets of the six business rescue companies from that day by operation of law.** This appears from section 131(6) of the 2008 Act. I have already addressed its wording.<sup>111</sup>

[168] The provisional liquidators took the stance that *Richter v Absa Bank Limited*<sup>112</sup> opened the prospect of an abuse of process, namely that “*opportunistic business rescue applications*” are brought “*only to have the effect of the section 131(6) suspension triggered, with the ulterior motive to stagnate liquidation proceedings*”. In my view the **SCA did no more than to give effect to the clear wording of section 131(6) of the 2008 Act, the effect of the business rescue application is to suspend winding-up. Whether the provisional liquidators agree or not, the SCA judgment binds them (and me).**

[169] Dambuza AJA<sup>113</sup> held in *Richter* para 18 that section 131(6) of the 2008 Act applies even where there is a final order for liquidation. Not only is the judgment correct, with respect, but the court dealt with the alleged error it made in para 16 (underlining added):

*“[16] Counsel for Absa expressed concern that a liberal interpretation of s 131(1) may have negative results for the liquidation process. These include repetitive disruptions and uncertainty that may result from various affected parties making applications for business rescue at different times during the winding-up process, reversion of business control to the same directors who may have been the cause of the financial distress experienced by the company, and the capacity of a company under final liquidation to conduct effective business, including concluding contracts, during the implementation of the rescue plan. All these concerns are valid and appear to have been uppermost in the mind of Bam J when he considered the issues. Indeed implementation of the Act may produce some seemingly awkward results in the initial stages. However, that does not justify an unduly restrictive approach in the*

<sup>111</sup> “If liquidation proceedings have already been commenced by or against the company at the time an application is made in terms of subsection (1), the application will suspend those liquidation proceedings until-

(a) the court has adjudicated upon the application; or

(b) the business rescue proceedings end, if the court makes the order applied for.”

<sup>112</sup> *Richter v Absa Bank Limited* 2015 (5) SA 57 (SCA)

<sup>113</sup> Mhlantla JA, Leach JA, Pillay JA and Fourie AJA concurring.

interpretation of the provisions of the Act.<sup>114</sup> *The simple answer is that a court can dismiss any application for business rescue that is not genuine and bona fide or which does not establish that the benefits of a successful business rescue will be achieved.*

- [170] In *GCC Engineering (Pty) Ltd and Others v Maroos and Others* 2019 (2) SA 379 (SCA)<sup>115</sup> Seriti JA<sup>116</sup> dealt with the effect of a business rescue application on the powers of provisional liquidators. The court made the point in para 11 that *“the functions of a provisional liquidator are essentially to take physical control and to manage the administration of the property and affairs of the company pending the appointment of a liquidator”* and in para 13 that *“it is not the responsibility of the provisional liquidators to wind up the company.”* The effect of the business rescue application is to suspend *“the process of continuing with the realisation of the assets of the company in liquidation”* (para 17) and stated in para 17:

*“[17] In terms of s 131(6) of the Act, it is liquidation proceedings, not the winding-up order, that is suspended. What is suspended is the process of continuing with the realisation of the assets of the company in liquidation with the aim of ultimately distributing them to the various creditors. The winding-up order is still in place; and prior to the granting or refusal of the business rescue application, the provisional liquidators secure the assets of the company in liquidation for the benefit of the body of creditors.”*

- [171] I fully agree with *Richter* and *Maroos* (which are off course binding on me too) that a business rescue application suspends the process of continuing with the realisation of the assets of the company in liquidation. I add, a business rescue application suspends the process of continuing with the realisation of the assets of the company in liquidation from the moment the application is made (issued).
- [172] I pause to reflect that *Maroos* made a point very clear, *the overturning of the Ameer decision or not, the function of the provisional liquidators remained a holding, preservation function.* They did not become final liquidators who had to wind up the companies in liquidation.

<sup>114</sup> “8 Section 5 of the Act provides that the Act must be interpreted in a manner that gives effect to its purposes”.

<sup>115</sup> *GCC Engineering (Pty) Ltd and Others v Maroos and Others* 2019 (2) SA 379 (SCA).

<sup>116</sup> Cachalia JA, Molemela JA, Schippers JA and Mothle AJA concurring.

**Fourth matter for decision: Did the provisional liquidators ever have the power to sell the assets of the six subsidiaries in issue?**

[173] In case I am wrong about when the application was made (3 December 2019) and the consequent lack of authority by the provisional liquidators to sell the group's assets by auction, I reach the same conclusion along another route, the interpretation and application of the Bhoola order.

[174] I have already referred to the holding function of provisional liquidators, as set out in *Maroos*. They are not meant to wind a company up. Any powers that they may receive must be seen in terms of a court order, in this context. In law, a liquidator (both final and provisional) may only sell the assets of a company in liquidation:

[174.1] One, if such authority is granted by a meeting of creditors.<sup>117</sup> In this matter a first meeting of creditors has not been arranged as yet. Section 82(1) of the Insolvency Act, 24 of 1936 (*“the Insolvency Act”*), sets this procedure out as the usual position in sequestrations too;

[174.2] Two, before the first meeting of creditors, the liquidator may recommend and motivate to the Master that the assets be sold, and the Master may authorise such sale (subject to consent by the holder of a preferential right to the property in issue).<sup>118</sup> I point out that section 82(1) of the Insolvency Act also sets out a procedure to involve to a limited extent the Master in sequestrations too;

[174.3] Third, if such authority is granted by a court.<sup>119</sup> In this regard it is an important contextual fact that the court has a wide discretion. Section 388(2) of the 1973 Act reads (underlining added):

*“The Court may, if satisfied that the determination of any such question or the exercise of any such power will be just and beneficial, accede wholly or partly to the application on such terms and conditions as it may determine, or make such other order on the application as it thinks fit.”*

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<sup>117</sup> Sections 386(1)(d) and 386(3)(b) of the 1973 Act.

<sup>118</sup> Sections 386(2A) and (2B) of the 1973 Act.

<sup>119</sup> Section 388(1) of the 1973 Act.

The Insolvency Act does not contain such a section to be applied in sequestrations. This distinction between the two acts is of importance later herein where one considers the effect of an unauthorised sale.

[175] The Bhoola order inter alia provided that the boards of Holdings and Operations had to consent to the sale of assets of companies in liquidation.

Paragraph 3 of the Bhoola order reads:

*“The assets referred to in paragraphs 1 and 2 above shall be sold in consultation with and with the consent of the board of African Global Holdings (Pty) Ltd, African Global Operations (Pty) Ltd (in liquidation), and the respective boards of its subsidiaries referred to in paragraphs 1 and 2 above.”*

[176] The first defence by the provisional liquidators is that they had such consent. In argument they argued that *Plascon Evans* prevented me from deciding the matter. I disagree. Without seeking to be unkind, their version is that I must find that they had consent because they say that they had consent. The chronology clearly illustrates their version not to be a *bona fide* factual version. They could not refer me to any request for consent to the auction and its terms, who consented, when this happened, where this happened, or what the terms of the consent were given. Their attorney’s spontaneous reaction when the issue of consent was raised, was not to dispute the need for consent. An averment in the supplementary affidavit delivered the day before the first hearing was:

*“57 The fact that their consent to sell Bosasa assets was obtained is beyond doubt. However, if any doubt whatsoever existed, the fact that they consented to an order being granted in terms of paragraphs 1 and 2 of the Bhoohla order, puts any doubt to rest.”*

[177] The Bhoola order required consent. It is finally dispositive of the matter, but on reasoning is quite different. Had consent been given already, the order would not have required consent. For completeness sake, I also do not read the e-mail exchanges with two former directors to mean that they distanced themselves from the challenge the consent to the auction (as if they imply that they had consented thereto). I read their response to mean no more than to say that they are no longer directors.

- [178] The bald version by the provisional liquidators, with respect can and should be rejected. See *Fakie NO v CCII Systems (Pty) Ltd* para 55-56<sup>120</sup> and *Wightman t/a J W Construction v Headfour (Pty) Ltd and Another* para 12-13.<sup>121</sup>
- [179] The simple fact of the matter is that the provisional liquidators must have known that they were acting without the consent of Holdings and Operations when they arranged the auction. They ignored the Bhoola order.
- [180] The second defence by the provisional liquidators is an argument that the Bhoola order, on a proper interpretation, was only meant to be in place pending the SCA judgment. The provisional liquidators argued that paragraph 3 of the Bhoohla order was, “*logically and obviously, never intended to operate after the outcome of the appeal and that everyone understood it as such*”. Fidelity supports them herein. I disagree, with respect. It is not a finding that could be made on any principle of interpretation.
- [181] The clearer the text (read in context), the less room there is depart from the wording actually used in interpreting the words. In my view, applying *Endumeni* I cannot find that, in context, paragraph 3 meant anything but what its simple words convey. I cannot, based on a contextual interpretation, interpret paragraph 3 of the Bhoola order to mean that the provisional liquidators could arrange a sale by auction of the assets of the liquidated companies as they pleased once the pending appeal was resolved. Neither the text nor the context could justify such an interpretation.
- [182] The structure of the 1973 Act is that such control preferably should be by creditors, and in rare cases by the Master, and in rarer cases by the Court. The structure of the 1973 Act is that the powers of liquidators are regulated. Provisional liquidators have an interim role only. In setting up controls in a court order over the powers of provisional liquidators, a court should exercise its wide discretion, in my respectful view, not in such a manner that the provisional liquidators become a law unto themselves. It is necessary to control their interim actions from the perspective that the creditors are meant

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<sup>120</sup> *Fakie NO v CCII Systems (Pty) Ltd* 2006 (4) SA 326 (SCA) para 55-56.

<sup>121</sup> *Wightman t/a J W Construction v Headfour (Pty) Ltd and Another* 2008 (3) SA 371 (SCA) para 12-13.

to exercise control over the finally appointed liquidators (with the function wind-up the company), and if creditors cannot do so, someone else should. In the case of disruptive conduct, the provisional liquidator may always approach the court again for permission to sell assets. The mere fact of a sale by public auction could be an insufficient controlling mechanism on the power to sell of a liquidator, as it would depend on factors such as the timing of the auction, the marketing of the auction, locality of the auction, and the like. In this instance, **the timing of the auction is criticised by the applicants for the interdict, as well as the notice period.** Their case is that it was an unnecessarily rushed affair, at a time of the year when the economy starts closing for the December holiday period and that optimum prices could not be obtained.

- [183] Another contextual fact in interpreting the Bhoola order, is the background. In context the Tsoka order authorised the provisional liquidators to continue to conduct business in the name of the eleven companies in liquidation, defend proceedings and the like. Those companies were listed in the order and defined as “*the companies*”. Paragraph 5 reads (underlining added):

*“The powers in paragraphs 3 and 4 above shall be exercised by the applicants in consultation with the board(s) of directors of the specific company or companies involved in the transaction(s) and decisions.”*

- [184] The Mudau order to some degree overlapped with the Tsoka order. The eleven companies in liquidation were listed in the order and were again defined as “*the companies*”. Paragraph 5 (again) reads (underlining added):

*“The powers in paragraphs 3 and 4 above shall be exercised by the applicants in consultation with the board(s) of directors of the specific company or companies involved in the transaction(s) and decisions.”*

- [185] The Mudau order was not a final order. Paragraph 6 reads (underlining added):

*“The orders in paragraphs 1 to 5 above shall, by agreement between the applicants on the one hand and African Global Holdings (Pty) Ltd and the directors of the companies listed in paragraphs 4.1 to 4.11, above on the other, and solely to facilitate urgent interim relief, operate as interim orders with immediate effect, and shall remain operative only pending final outcome of this application in the ordinary course. It being noted that African Global Holdings (Pty) Ltd and the board of directors of the companies referred to in 2. above intend to apply for leave to intervene in and oppose the relief detailed in paragraphs 1 to 4 above ...”*

[186] Paragraph 3 of the Bhoola order then reads (underlining added):

*“The assets referred to in paragraphs 1 and 2 above shall be sold in consultation with and with the consent of the board of African Global Holdings (Pty) Ltd, African Global Operations (Pty) Ltd (in liquidation), and the respective boards of its subsidiaries referred to in paragraphs 1 and 2 above.”*

[187] The progression from 2 April 2019 (the Tsoka order) and from 14 May 2019 (the Mudau order) until 28 October 2019 (the Bhoohla order) must not be lost sight of. The first two orders provided for consultation in the exercise of the powers, the last one (with irreversible consequences) for consent to the public auction. The earlier powers were in effect holding powers, the last a disposition power. A control in a court order that a provisional liquidator may sell an asset with the consent of a board, seems to me to be a proper mechanism to control provisional liquidators. It is also material that the paragraph in the Mudau order that would bring involvement of the boards to an end upon finalisation of the appeal against the Ameer decision, was not repeated in the Bhoohla order.

[188] A further contextual fact is that Bhoohla AJ, and every lawyer involved in the process, would have known that:

[188.1] The control of a company in liquidation no longer vests in the board of directors of that company.<sup>122</sup> (I can see no reason why such boards, although no longer in control of the companies in liquidation, would not be ideally placed to consent to the sale of assets in the absence of controls by the creditors. They are best placed, as they know the companies and their assets);

[188.2] Bhoohla AJ had the power to impose conditions to the extension of the provisional liquidators' powers;<sup>123</sup> and

[188.3] In law, despite any appeal against the Ameer judgment, the companies remained in liquidation pending the appeal. In this regard *Richter* para 10 made a point (footnote omitted):

*“The reasoning of the court a quo was motivated by an erroneous premise that upon liquidation Bloempro ceased to exist, that it was 'stripped of its original legal status'. The correct position is that upon the*

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<sup>122</sup> See section 353(2) of the 1973 Act.

<sup>123</sup> See Section 388(2) of the 1973 Act.

*final order of liquidation being granted the company continues to exist, but control of its affairs is transferred from the directors to the liquidator who exercises his or her authority on behalf of the company. As to when liquidation commences, in terms of s 348 of the Companies Act 61 of 1973 (the 1973 Act) liquidation of a company by the court is deemed to commence on presentation to the court of the application for the winding-up and continues until the affairs of the company have been finally wound up and the master's certificate to that effect is published in the Government Gazette, thus dissolving the company. Similarly s 82 of the Act provides for existence of a company until deregistered by the Commission.*

- [189] Taking it all into account, I am not convinced that the context, being the facts known to the parties, the purpose of the order read as a whole, the legislative context of control over provisional liquidators, the formality of a court order, the progression from consultation to consent in the court orders, would justify in effect a change to textual meaning of the order, read in that context. On trite interpretation principles I cannot take into account in interpretation what the provisional liquidators say were their subjective intent.
- [190] In any event, paragraphs 37 to 39 of the founding affidavit that served before Bhoola AJ made no mention of powers that would become unlimited after the SCA appeal. Those paragraphs set out the purpose of the application, to obtain the power to sell assets, whilst acknowledging inter alia the interests of Holdings “*in the outcome of the sale of the assets*”.
- [191] Any outcome as sought by the provisional liquidators would have required that a case be made out for such a tacit term in the court order, a process distinct from interpretation. As this was not argued, and I need not consider the limits to tacit court orders (which could be a problematic concept.)
- [192] The third defence raised by the provisional liquidators is that a condition in the Bhoola order could not be fulfilled once the SCA overruled the Ameer Order (bold not added):

“68 *However, on 22 November 2019 as aforesaid, the SCA handed down its judgment in respect of the appeal against the Ameer application, which judgment:*

68.1 ...

68.4 ***had the effect of forthwith removing each individual that was appointed as a director of Operations and the subsidiaries from office by operation of law.***”

[193] Put differently, they argued:

“75 *As such and in law, the subject companies did not have any directors as at the date upon which the Bhoohla order was granted and the conditions imposed pursuant to paragraph 3 of the Bhoohla order was a non-event. It was, as such, impossible to fulfil from day one as not a single one of the subject companies had any directors with effect from 14 February 2019.*”

[194] The point has been raised belatedly, and does not provide an answer why they pressed ahead with the auction sale despite the obligation placed on them in the Bhoohla order to get consent. With respect, the point is without merit.:

[194.1] As was held in *Richter* para 10,<sup>124</sup> the companies in liquidation (and thus their boards) continued to exist after liquidation, only control is removed from the board. The SCA judgment did not remove them from office, they had lost their control months earlier. Thus the fulfilment of any pure condition was possible. I disagree with the argument in the provisional liquidators heads of argument in the auction application:

“197 *As such and in law, the subject companies did not have any directors as at the date upon which the Bhoohla order was granted and the conditions imposed pursuant to paragraph 3 of the Bhoohla order was a legal nonsense and non-event.*”

[194.2] In any event, the alleged condition (if it is a condition at all) is in fact a mixed condition, in part dependent on the will of the provisional liquidators. The provisional liquidators had to seek the consent. By failing to seek the consent, they breached an obligation to seek consent. In this sense the condition is potestative and non-fulfilment due to the breach of their obligation is not an excuse for non-compliance with the Bhoohla order. Any condition is deemed to have been fulfilled. See *Scott and Another v Poupard and Another* at 578G-579H,<sup>125</sup> *MV Snow Crystal Transnet Ltd t/a National Ports Authority v Owner of MV Snow Crystal* 2008 (4) SA 111 (SCA) para

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<sup>124</sup> See too *Secretary for Customs and Excise v Millman*, NO 1975 (3) SA 544 (A) para 552H.

<sup>125</sup> *Scott and Another v Poupard and Another* 1971 (2) SA 373 (A) at 578G-579H.

28,<sup>126</sup> and *Du Plessis NO and Another v Goldco Motor & Cycle Supplies (Pty) Ltd* para 22-29.<sup>127</sup>

[195] I do not believe, as contended for by the provisional liquidators, that my interpretation nullifies any court order, is not in accordance with a principle that a court order stands until set aside. My view is that my judgment fully complies with both principles.

[196] The extremely disquieting aspect of this matter is that the provisional liquidators knew that they had not sought consent to the auction or the terms of the auction. They were challenged and the pressed ahead as if they are a law unto themselves. If they had bona fide difficulties with the wording of the court order, they should have approached a court to vary the order, to give them the power to sell on any terms they may decide to use. I doubt that any court would have given them carte blanche to do as they please. It is difficult not to view their conduct as contemptuous of a court order.

[197] In this regard I fully agree with the submission in the heads of argument of the provisional liquidators, relying on *Eke v Parsons* para 64<sup>128</sup> that “disobedience of a court order constitutes a violation of the Constitution.”

[198] On both grounds, the application of the 2008 Act regarding the effect of a business rescue application being made, and the interpretation of the Bhoola order, the provisional liquidators had no authority to proceed with sale of the assets of the group on 4 December 2019 and thereafter.

#### **Fifth matter for decision: The effect of the unauthorised auction**

[199] Having found that the sales of the assets of business rescue companies were unauthorised and indeed unlawful on two alternate grounds, the next hard question is what the effect on the sales by the provisional liquidators was. These findings would impact on the business rescue application.

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<sup>126</sup> *MV Snow Crystal Transnet Ltd t/a National Ports Authority v Owner of MV Snow Crystal* 2008 (4) SA 111 (SCA) para 28.

<sup>127</sup> *Du Plessis NO and Another v Goldco Motor & Cycle Supplies (Pty) Ltd* 2009 (6) SA 617 (SCA) para 22-29.

<sup>128</sup> *Eke v Parsons* 2016 (3) SA 37 (CC) para 64.

- [200] Fidelity requested me to use my powers under section 388 of the 1973 Act to order that despite the provisional liquidators' lack of authority to sell the assets bought by Fidelity, to validate the all sales on the basis that it would be "*just and beneficial*" to do so. I cannot do so. They ignored the impact of section 131(6) of the 2008 Act on an untenable version. **If there was some room for legal sophistry for ignoring the business rescue application,<sup>129</sup> none exists with the regard to the deliberate contravention of the Bhoola order. Their conduct to proceed with the sale was unlawful. I am not prepared to condone their unlawful conduct, even if I could. The illegality would taint whatever I could do.**
- [201] This creates a huge practical problem. First principles in law is that the *rei vindicatio* of the owner trumps other later rights of bona fide possessors (*ubi rem meam invenio ibi vindico*), and that no one could transfer more rights than what she or he has (*nemo dat quod non habet*).
- [202] There is one possible way forward. Section 339 of the 1973 Act reads (underlining added):
- "In the winding-up of a company unable to pay its debts the provisions of the law relating to insolvency shall, in so far as they are applicable, be applied mutatis mutandis in respect of any matter not specially provided for by this Act."*
- [203] One interpretation of the section is that excludes application where the 1973 Act provides expressly for a situation. For instance, section 20 of the Insolvency Act (inter alia that the effect of the sequestration of the estate of an insolvent is to divest the insolvent of his/her estate and to vest it in first the Master, and, upon the appointment of a trustee, in the trustee), does not apply to the winding up of companies. See section 361 of the 1973 Act read with *Secretary for Customs and Excise v Millman*, NO at 502G.<sup>130</sup>
- [204] On the other hand, the phrase "*mutatis mutandis*" read with "***in respect of any matter not specially provided for by this Act***" could allow for changes beyond mere changes of nomenclature (such as to swop "*insolvent*" for

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<sup>129</sup> It is not alleged that they received such advice and from who they received such advice.

<sup>130</sup> *Secretary for Customs and Excise v Millman*, NO 1975 (3) SA 544 (A) at 502G.

“*company*”) in the application of the Insolvency Act to unchartered waters in the winding up of a company under the 1973 Act.

[205] The 1973 Act does not specifically provide for (to use the terminology in section 339) what would happen if a liquidator sells assets of the company in liquidation without authorisation. One could formulate different scenarios:

[205.1] The liquidator may ignore the directions given to him by a meeting of creditors, the Master or the court. Those are three different acts of non-compliance, dependent on different facts. In this matter the second scenario is at play. I ask later herein if it matters;

[205.2] The liquidator may sell the assets before or after a meeting or creditors. In this matter the second scenario is at play. I ask later herein if it matters;

[205.3] The lack of authority of the liquidator may be the result of the operation of law (for instance the effect of an application for business rescue being made on the winding-up process) or simply because of a lack of authority. I ask later herein if it matters; and

[205.4] The liquidator may be finally or provisionally appointed. . I ask later herein if it matters.

[206] Only some of these scenarios are expressly dealt with in the Insolvency Act, in this case in section 82(8) reads (underlining added):

*“If any person other than a person mentioned in subsection (7)<sup>131</sup> has purchased in good faith from an insolvent estate any property which was sold to him in contravention of this section, or if any person in good faith and for value acquired from a person mentioned in subsection (7) any property which the last mentioned person acquired from an insolvent estate in contravention of that subsection, the purchase or other acquisition shall nevertheless be valid, but the person who sold or otherwise disposed of the property shall be liable to make good to the estate twice the amount of the loss which the estate may have sustained as a result of the dealing with the property in contravention of this section.”*

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<sup>131</sup> It is not relevant here:

*“(7) The trustee or an auctioneer employed to sell property of the estate in question, or the trustee's or the auctioneer's spouse, partner, employer, employee or agent shall not acquire any property of the estate unless the acquisition is confirmed by an order of the court.”*

[207] “*In contravention of this section*”, and relevant to the present case, refers to the following permissible sales by a trustee in terms of insolvency law:

[207.1] A trustee who sells assets as he/she “*is authorized to do so at the second meeting of the creditors of that estate, ... in such manner and upon such conditions as the creditors may direct*”;<sup>132</sup>

[207.2] A trustee who sells assets, but where “*the creditors have not prior to the final closing of the second meeting of creditors of that estate given any directions the trustee*”. In such a case he/she “*shall sell the property by public auction or public tender*”, “*after notice in the Gazette*” and “*after such other notices as the Master may direct and in the absence of directions from creditors as to the conditions of sale, upon such conditions as the Master may direct*”.<sup>133</sup>

[208] There are other limitations in the section on the powers of the trustee to sell that could be contravened regarding tenders,<sup>134</sup> rights acquired from the state, or the sale of certain prohibited items.<sup>135</sup> These are not relevant here.

[209] Section 82(8) only applies to one scenario, a sale in terms of insolvency law after the second meeting of creditors “*in such manner and upon such conditions as the creditors may direct*”. No mention is made of prior sales, contravention of legislation, contravention of court orders, and indeed sales by a provisional trustee. This is a sale by the finally appointed trustee after the second meeting of creditors.

[210] The question then is if section 339 of the 1973 Act should be applied in such a way that section 82(8) is interpreted only to apply in winding-up of companies to sales by the final liquidator after the second meeting of creditors, and leave all other purchasers to deal with the effect of the Common Law.

[211] In *Chater Developments (Pty) Ltd (In Liquidation) v Waterkloof Marina Estates (Pty) Ltd and Another*<sup>136</sup> an immovable property of a company was sold by a

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<sup>132</sup> Section 82(1).

<sup>133</sup> Section 82(1).

<sup>134</sup> Sections 82(2) and (5).

<sup>135</sup> Section 82(6).

<sup>136</sup> *Chater Developments (Pty) Ltd (In Liquidation) v Waterkloof Marina Estates (Pty) Ltd and Another* 2015 (5) SA 138 (SCA).

final liquidator after the second meeting of creditors. He complied with section 82(8) as set out in the previous paragraph, but did not obtain a resolution to authorise a sale in terms of section 386(3)(a) of the 1973 Act read with section 386(4)(h). Theron JA<sup>137</sup> held at para 17:

*“[17] The provisions of s 387(4) do not detract from the applicability of s 82(8) of the Insolvency Act. The right in s 82(8) is a substantive right that offers protection to an innocent third party such as the first respondent, from the consequences of an unenforceable transaction. It validates a purchase in good faith. By contrast, the provisions of s 387(4) provide for a situation where the relief sought is dependent upon the exercise of a discretion by the court. Waterkloof Marina should not be obliged to rely on a discretionary remedy in circumstances where it is able to assert a valid purchase by virtue of the provisions of s 82(8) of the Insolvency Act. It was common cause that Chater Developments was a company unable to pay its debts as envisaged in s 339. There is no provision in the 1973 Companies Act that validates a purchase in good faith from a liquidator who is not authorised to sell. Such a situation is not 'specifically provided for in this Act' and it follows that s 82(8) is applicable.”*

[212] This reasoning is binding on me. It expands the application of section 82(8) in winding-up situations to beyond the strict wording of section 82(8) where mere terminology is swapped around. With respect, this interpretation complies with the principles set out in *Endumeni*.

[213] **The purpose of section 82(8) is to protect bona fide purchasers of assets against harsh consequences of invalidity in terms of the Common Law.** Winding-up sales, not unlike sales in execution, are special types of sales, where there is room to consider the position of the innocent purchaser. I can see no reason why the line in the sand should be the second meeting of creditors. It seemed to me to be irrelevant if the innocent purchaser faces an invalid sale as:

[213.1] A final liquidator or a provisional liquidator went rogue; or

[213.2] A liquidator made a bona fide error in interpreting the consent by creditors, or in interpreting the consent by the Master, or in interpreting the consent by a court; or

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<sup>137</sup> Navsa ADP, Wallis JA, Mbha JA and Dambuza AJA concurring.

- [213.3] A liquidator exceeded his powers and the innocent purchaser faces an invalid sale as liquidation proceedings were suspended due to section 131(6) of the 2008 Act.
- [214] The applicants for an interdict sought to rely on *Oertel and Others NNO v Director of Local Government and Others*.<sup>138</sup> It does not assist, with respect. In that matter the contract in issue contravened an ordinance, and as such section 82(8) of the Insolvency Act could not provide relief to the innocent purchaser of land. It is in that sense that remark at 508F is made that relief under section 82(8) “*obviously presuppose that the sale of estate property is not unlawful or prohibited*”.
- [215] I can see no reason, once protection to one bona fide purchaser is given (and the Common Law is thus overruled), not to use section 339 of the 1973 Act and interpret section 82(8) to cover a wide range of unauthorised sales in the winding-up of companies. It seems to me to have as a purpose to be a tool to achieve justice. I can see no reason for the anomalies that would flow from a restrictive interpretation of “*mutatis mutandis*”. Such extended classes of bona fide purchasers are protected due to the right to equal protection and benefit of the law (section 9(1) of the Constitution), in the context that I have addressed, and in the purpose of such protection
- [216] I accordingly find that properly interpreted section 82(8) of the Insolvency Act also applies to a sale by a provisional liquidator where such a power is sought to be exercised in terms of a court order, and the provisional liquidator fails to adhere to the terms of the court order, or fails to give effect to the effect of the business rescue application on the winding-up process.
- [217] In my understanding the auction took place in December 2019, the purchase price in each case has been paid, and delivery of movable assets has taken place in each case. I do not know which of the purchasers of movable assets purchased the assets bona fide. That aspect will have to dealt with on a case by case basis.

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<sup>138</sup> *Oertel and Others NNO v Director of Local Government and Others* 1981 (4) SA 491 (T).

[218] In the circumstances I have to make no finding on applying section 388 of the 1973 Act to validate bona fide purchases on the basis that it would be “*just and beneficial*” to do so (despite my view that a blanket ruling to ignore unlawful conduct by the provisional liquidators would not be appropriate).

[219] The case before me dealt with one aspect of section 82(8) of the Insolvency Act, its application on bona fide purchasers. The other part of the section, the liability of the trustee for unauthorised sales, did not serve before me. That second aspect may have been decided already in favour of the provisional liquidators. See *Swart v Starbuck and Others*<sup>139</sup> para 26-27 of the judgment by Khampepe J<sup>140</sup> is of some importance.

*“[26] The High Court and the Supreme Court of Appeal judgments regarding this claim are well reasoned and cannot be faulted. It cannot be put more plainly: Mr Swart's claim was based on s 82(1) read with s 82(8) of the Act. The application of this section depends on, among other things, the absence of a valid authorisation by the Master for the sale of the properties. The Master authorised the sale of the properties in terms of s 80bis. This authorisation has legally valid consequences until it is set aside. This authorisation has not been set aside. Section 82 can find no application in the present matter.*

*[27] In the circumstances, there is no damages claim to be proved in terms of s 82(8) of the Act. In any event, even if there were a damages claim to be proved under any other branch of the law, the conclusion is inescapable that Mr Swart has not been able to prove any damages. ...”*

[220] The matter before me is not if the provisional liquidators are liable for damages, but if by applying section 82(8) of the Insolvency Act in a winding-up, only some bona fide purchasers should be protected, or all of them.

[221] This leaves the rights of bona fide purchasers of immovable property. Transfer of the immovable assets has been interdicted. It does seem to me that section 82(8) of the Insolvency Act had a shield in mind for bona fide purchasers, not a sword. It also seems to me that where transfer has not yet taken place, a purchaser cannot contend that she/he/it “*has purchased*” the property is thus entitled to protection under section 82(8). I interpret “*has purchased*” in section 82(8) to mean that delivery also had to have taken place.

<sup>139</sup> *Swart v Starbuck and Others* 2017 (5) SA 370 (CC) para 26-27.

<sup>140</sup> Mogoeng CJ, Nkabinde ADCJ, Cameron J, Froneman J, Madlanga J, Mhlantla J and Pretorius AJ concurring.

- [222] In as far as Fidelity sought to rely on section 82(8) to demand transfer, I find that they are no longer bona fide purchasers and has no cause of action to demand transfer. I am aware of the decision in *Naude v Serfontein, NO, en 'n Ander*<sup>141</sup> where Klopper JP held that a purchaser need not have been bona fide in obtaining transfer for section 82(8) to apply, but not only are the facts distinguishable, but the decision is also not binding on me.
- [223] Fidelity also relied on *Legator McKenna Inc and Another v Shea and Others* 2010 (1) SA 35 (SCA),<sup>142</sup> but that decision does not assist were (a) transfer has not taken place, and (b) the real (“saaklike”) agreement fails for authority.
- [224] I therefore do not apply section 82(8) of the Insolvency Act with regard to purchased, but not transferred, immovable property. Under those circumstances too section 388 of the 1973 Act remain in my view, inapplicable where the provisional liquidators deliberately acted unlawfully.

#### **Sixth matter for decision: Bad faith/abusive proceedings**

- [225] In considering the many averments of bad faith made by and on behalf of the provisional liquidators, I point out that I have already found that they acted unlawfully in proceeding with the sales.
- [226] It is true, in limited instances a court may regulate its proceedings to avoid an abuse. This does not mean that a judge sits in judgment of motive and on a case by case basis decides to hear a case, or not. In any event I am unpersuaded that the applications before me, were an abuse. I do dismiss the business rescue application, but as will appear below it was perfectly arguable in accordance with the test to be applied. Had I found that it was inarguable, and thus brought in bad faith, I would have dismissed it. The SCA has ruled what the remedy is of an application for business rescue brought in bad faith is, a court must dismiss an application without merit. See *Richter* para 16:

“... *The simple answer is that a court can dismiss any application for business rescue that is not genuine and bona fide or which does not establish that the benefits of a successful business rescue will be achieved.*”

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<sup>141</sup> *Naude v Serfontein, NO, en 'n Ander* 1978 (1) SA 633 (O).

<sup>142</sup> *Legator McKenna Inc and Another v Shea and Others* 2010 (1) SA 35 (SCA).

[227] The provisional liquidators relied on *Van Staden*.<sup>143</sup> In that case Wallis JA<sup>144</sup> held that the provisional liquidators were entitled to oppose an application for business rescue on the basis that it was an abuse of the process of court. In *Van Staden*, two days before the hearing the applicant delivered a notice of withdrawal of the application and tendered to pay the costs of the intervening creditor, SARS, but did not tender to pay the provisional liquidators' costs. The court in *Van Staden* agreed with the submission that the business rescue application was brought for reasons ulterior to any genuine belief that the close corporation in issue would benefit from being placed under business rescue. The court held that penalising costs was appropriate in that the withdrawn application ought to have been dismissed as it had no merit at all and clearly was brought for ulterior motives:

*“[21] It is apparent that Pro-Wiz could never have thought that a viable business rescue could be instituted in relation to Oljaco. Its failure to engage with the liquidators or the principal creditor on that subject prior to launching its application speaks volumes in that regard. The timing of the application suggested that its true purpose was to stultify the interrogation of Mr Smith. The failure to deal with any of the issues raised by the liquidators and Sars in this regard indicates that no response was possible. Finally, the withdrawal at the very last minute, without explanation, when confronted with the reality of having to argue the application in court, conveyed the impression of an absence of any bona fide belief in the merits of the case and a lack of intention genuinely to pursue it. I conclude that it was brought to provide a reason for avoiding Mr Smith's interrogation and with a view to delaying the liquidators in their enquiries as to the squirrelling away of assets.*

*[22] All of that constituted an abuse of the process of the court and an abuse of the business rescue procedure. It has repeatedly been stressed that business rescue exists for the sake of rehabilitating companies that have fallen on hard times but are capable of being restored to profitability or, if that is impossible, to be employed where it will lead to creditors receiving an enhanced dividend. Its use to delay a winding-up, or to afford an opportunity to those who were behind its business operations not to account for their stewardship, should not be permitted. When a court is confronted with a case where it is satisfied that the purpose behind a business rescue application was not to achieve either of these goals, a punitive costs order is appropriate.”*

[228] On those facts, I fully agree. They are not the facts in this matter. The bad faith case argued by the provisional liquidators is largely based on inferences based

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<sup>143</sup> *Van Staden NO and Others v Pro-Wiz Group (Pty) Ltd* [supra] 2019 (4) SA 532 (SCA).

<sup>144</sup> Makgoka JA, Schippers JA, Mokgohloa AJA and Rogers AJA concurring.

on the timing of the business rescue application. The chronology reflects exasperation at provisional liquidators proceeding as if they were not bound by the Bhoola order. The business rescue application may have been rushed when new lawyers were appointed to bring it before the auction started. That fact on its own does not make the application *mala fide*. It could have been a supplementary purpose with a completely *bona fide* application. Similarly, if the application for business rescue is dismissed for lack of merit on the viability of rescuing the business rescue companies, it also does not mean that the application was brought in bad faith. It is an assessment that I must make on the facts of the case. As I read *Van Staden*, it only reflects that upon dismissal of the application, an application brought in bad faith will result in penalising costs. I do not read that judgment as providing the provisional liquidators with a bad faith ground for a dismissal of the application, distinct from the merits of the business rescue application. A distinguishing fact is the unlawful conduct by the provisional liquidators in this matter, as opposed to *Van Staden*.

### **Seventh matter for decision: Merits of the business rescue application**

[229] In the matter before me there was in the end substantial compliance with the service of the business rescue application when I was asked to make a finding on the merits thereof.

[230] In dealing with a business rescue application, one needs to start with what is set out as a definition of “*business rescue*” in section 128(1)(b) of the 2008 Act (underlining added):

“(1) *In this Chapter-*

...

(b) *'business rescue' means proceedings to facilitate the rehabilitation of a company that is financially distressed by providing for-*

- (i) *the temporary supervision of the company, and of the management of its affairs, business and property;*
- (ii) *a temporary moratorium on the rights of claimants against the company or in respect of property in its possession; and*

- (iii) *the development and implementation, if approved, of a plan to rescue the company by restructuring its affairs, business, property, debt and other liabilities, and equity in a manner that maximises the likelihood of the company continuing in existence on a solvent basis or, if it is not possible for the company to so continue in existence, results in a better return for the company's creditors or shareholders than would result from the immediate liquidation of the company*.

[231] This definition is intended to give effect to section 7(k) of the 2008 Act:

*“The purposes of this Act are to-*

- (a) ...
- (k) *provide for the efficient rescue and recovery of financially distressed companies, in a manner that balances the rights and interests of all relevant stakeholders; and*
- (l) ...”

[232] The purpose of business rescue proceedings is therefore “*the rescue and recovery of financially distressed companies*”, or put differently in the same act, “*the rehabilitation of a company that is financially distressed*”. The rights and interests of all stakeholders need to be balanced. As already pointed out, in the same act the defined term is one of “*affected person*” and not “*stakeholder*”. A creditor is defined in section 128 to be an affected person. It is no doubt a stakeholder too.

[233] When an application is made to court in terms of section 131 of the 2008 to place a company under supervision and to commence business rescue proceedings, the powers of a court are set out in section 131(4) (underlining added):

*“After considering an application in terms of subsection (1), the court may-*

- (a) *make an order placing the company under supervision and commencing business rescue proceedings, if the court is satisfied that-*
- (i) *the company is financially distressed;*
- (ii) *the company has failed to pay over any amount in terms of an obligation under or in terms of a public regulation, or contract, with respect to employment-related matters; or*
- (iii) *it is otherwise just and equitable to do so for financial reasons,*

- (b) *and there is a reasonable prospect for rescuing the company; or dismissing the application, together with any further necessary and appropriate order, including an order placing the company under liquidation.*"

[234] It was common cause that all six business rescue companies are financially distressed. On one reading, in exercising the "*discretion*" section 131(4) gives me, I also need to be satisfied that (an onus must be met) that "*there is a reasonable prospect for rescuing the company*". I need to address two issues pertaining to such a reading of the section:

[234.1] *Oakdene Square Properties (Pty) Ltd and Others v Farm Bothasfontein (Kyalami) (Pty) Ltd and Others* para 21<sup>145</sup> by Brand JA<sup>146</sup> held that my discretion is not a discretion in the strict sense (I agree):

*"...In a case such as this, the court's discretion is bound up with the question whether there is a reasonable prospect for rescuing the company. The other pertinent requirement in s 131(4), namely, that the company must be financially distressed, seems to turn on a question of fact. As to whether there is a reasonable prospect of rescuing the company, it can hardly be said, in my view, that it involves a range of choices that the court can legitimately make; of which none can be described as wrong. On the contrary, as I see it, the answer to the question whether there is such a reasonable prospect can only be 'yes' or 'no'. These answers cannot both be right. ..."*

[234.2] Brand JA further held in *Oakdene Square Properties* in para 23 to 28 found that even "*... where it is clear from the outset that the company can never be saved from immediate liquidation and that the only hope is for a better return than that which would result from liquidation*", the requirements of section 131(4) are still met if the "*a better return for the creditors or shareholders of the company than would result from immediate liquidation*" could be achieved. This finding is binding on me. It reads into section 131(4) a further alternate condition not reflected in the words of the section.

<sup>145</sup> *Oakdene Square Properties (Pty) Ltd and Others v Farm Bothasfontein (Kyalami) (Pty) Ltd and Others* 2013 (4) SA 539 (SCA) para 18.

<sup>146</sup> Cachalia JA, Van der Merwe AJA, Zondi AJA and Meyer AJA concurring.

- [235] In my view the balance that I have to strike between the rights and interests of all relevant stakeholders coincides with my finding that the business rescue companies are not viable companies in respect of which a case has been made out that there is a reasonable prospect for rescuing them:
- [235.1] The liquidation of the companies took place on during early 2019. The directors in the context of the events leading up to the resolutions to wind-up, saw no way forward;
- [235.2] The group's existing business model of doing business with the state and state-owned entities, has come to a stop;
- [235.3] There is no indication of any resumption of the past business model;
- [235.4] Business stopped a long time ago, and the key employees of the business rescue companies probably have found alternate employment;
- [235.5] Any new business would require employing personnel;
- [235.6] **The movable assets of the business rescue companies have been sold and are unlikely to be recovered. This would require funding in a distressed environment, a capital injection, or the availability of credit finance, or own funding;**
- [235.7] Any venturing into the private sector would be in effect a start-up business, with a complete inability by anyone to predict likely success. Such ventures would have to commence from a discredited basis (rightly or wrongly), making success even less likely;
- [235.8] In the normal course it takes time to establish new businesses, the more so with the reputational risk suffered by the group. The business operations would need funding. The longer it takes to establish the new businesses, the greater the need;
- [235.9] At least ABSA and FNB seem unlikely to get involved in funding. There is the additional difficulty that the business rescue companies do not have bank accounts and will have to use an account of Sun Worx. Not only does this exclude them from receiving government

tenders (should the bar on doing business with them ever be lifted), but it is a structure with business risk;

[235.10] The ability to develop a business rescue plan hampered by the absence of reliable accounting records. On the common cause facts, the accounting records of the group are unreliable and have been unreliable at least for some years. The business rescue applicants had to rely on them;

[235.11] There is proof of wrongdoing in the accounting records, according to the reports by auditing firms;

[235.12] SARS has a substantial claim against the group. The business rescue companies are unable to settle that debt. SARS is of the view that it is the single largest third-party creditor of the group of companies. It is of the view that the group is indebted to it in the sum of R850 Million, and about R312 Million in respect of the six business rescue companies<sup>147</sup> a sum that it is not final, and could be much more due to further assessment, understatement penalties and interest. This are evolving numbers, in formal assessments the figures are in round figures R600 million and R62 Million. The amounts and additional amounts may still be challenged, but it is the closest to working figure that is available. The available funding may have to be used to pay SARS. SARS contends, with merit, that the application is doomed to fail without a plan to pay SARS. It is not a minimal amount;

[235.13] The only creditor before me, SARS, does not want to see a business rescue process allegedly to increase its return. It is unlikely to vote in favour of a business rescue plan; and

[235.14] In any event, ultimately, as was held in *Oakdene Square Properties* para 39, merely to have more cash in the bank, is not a proper business rescue purpose.

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<sup>147</sup> In round figures: Operations R184 Million, Properties R27 Million, Technology Systems R31 Million, Leading Prospect R19 Million, Youth Development Centres R45 Million, and Security Intelligence R6 Million.

[236] The provisional liquidators put it as follows:

*“... the Rescue Companies have no assets, have no employees, have no contracts to service nor any monetizable or commercialisable concerns, do not have transactional bank accounts and that they have entirely been divested of their substratum”.*

[237] The stance by the applicants (and perhaps somewhat crudely put) is that the business rescue practitioner must devise a plan. There is no such plan as there is no such plan. My overall impression was that no one truly could argue that new business on a balance of probabilities would be established and would be successful. They needed as a minimum to establish a prospect based on reasonable factual grounds, and not speculation, as was held in *Oakdene Square Properties* para 29-30, and could not do so.

[238] Under these circumstances I make no finding based on the alleged fraudulent activity in *Consilium Business Consultants* (Pty) Ltd, alleged fraudulent activity in *Miotto Trading and Advisory Holdings* (Pty) Ltd, alleged fraudulent activity in *Supply Chain Management*, piercing of the corporate veil (of the business rescue companies) as a result, the effect of section 22 of the 2008 Act, or that such evidence tendered was admissible before me.

[239] This is not the end of the argument, as based *Oakdene Square Properties* in the requirements of section 131(4) are still met if the “*a better return for the creditors or shareholders of the company than would result from immediate liquidation*” could be achieved.

[240] The business rescue applicants approached the matter largely with the second purpose in mind, a better winding-up. In my reading of the cases, this is a difficult hurdle. It seems to me that the Constitutional Court (see below) is of the view that the companies to be rescued are at least primarily, those where there is “*a reasonable prospect for rescuing the company*”, the same requirement contained in evaluating a resolution under section 129(1) of the 2008 Act,<sup>148</sup> as addressed in *Panamo Properties (Pty) Ltd and Another v Nel*

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<sup>148</sup> “**129 Company resolution to begin business rescue proceedings**

(1) Subject to subsection (2) (a), the board of a company may resolve that the company voluntarily begin business rescue proceedings and place the company under supervision, if the board has reasonable grounds to believe that-

(a) the company is financially distressed; and

*N.O. and Others* para 9,<sup>149</sup> a judgment by Wallis JA.<sup>150</sup> See too the objection to such a resolution on the basis that there is no reasonable prospect for rescuing the company, as set out in section 130(1)(a).<sup>151</sup>

[241] The Constitutional Court case that I refer to is *Diener NO v Minister of Justice and Correctional Services and Others* para 54,<sup>152</sup> where Khampepe J<sup>153</sup> held (underlining added):

*“The purpose of business rescue is to assist a financially distressed company with paying its debts, avoiding insolvency, and maximising the benefit to stakeholders upon liquidation (if inevitable). It is stated expressly in section 7(k) of the Companies Act that one of the purposes of the Act is to “provide for the efficient rescue and recovery of financially distressed companies, in a manner that balances the rights and interests of all relevant stakeholders”. It must be emphasised that this must be done while balancing the rights of all affected persons, including creditors, employees, and shareholders.<sup>154</sup> The primary goal of business rescue is to avoid liquidation and its attendant negative consequences on stakeholders.<sup>155</sup> In addition, a secondary purpose is to achieve a better outcome on liquidation or disinvestment, whereby “[t]he underlying principle behind restructuring or reorganisation proceedings is that a business may be worth a lot more if preserved, or even sold, as a going concern than if the parts are sold off piecemeal”.<sup>156</sup> At the same*

(b) there appears to be a reasonable prospect of rescuing the company.”

<sup>149</sup> *Panamo Properties (Pty) Ltd and Another v Nel N.O. and Others* 2015 (5) SA 63 (SCA) para 9.

<sup>150</sup> *Navsa ADP, Majiedt and Zondi JJA and Dambuza AJA* concurring.

<sup>151</sup> “**130 Objections to company resolution**

(1) Subject to subsection (2), at any time after the adoption of a resolution in terms of section 129, until the adoption of a business rescue plan in terms of section 152, an affected person may apply to a court for an order-

(a) setting aside the resolution, on the grounds that-

(i) there is no reasonable basis for believing that the company is financially distressed;

(ii) there is no reasonable prospect for rescuing the company; or

(iii) the company has failed to satisfy the procedural requirements set out in section 129”.

<sup>152</sup> *Diener NO v Minister of Justice and Correctional Services and Others* 2019 (4) SA 374 (CC) para 54.

<sup>153</sup> Mogoeng CJ, Basson AJ, Cameron J, Dlodlo AJ, Froneman J, Goliath AJ, Mhlantla J, Petse AJ and Theron J concurring.

<sup>154</sup> “[37] Sections 7(k) and 128(1)(h) of the Companies Act above n 1. See also *KJ Foods id* at para 68; *Panamo Properties* above n 21 at para 1; *Cloete Murray N.O. v Firstrand Bank Ltd t/a Wesbank* [2015] ZASCA 39; 2015 (3) SA 438 (SCA) at para 12; *Oakdene Square Properties (Pty) Ltd v Farm Bothasfontein (Kyalami) (Pty) Ltd* [2013] ZASCA 68; 2013 (4) SA 539 (SCA) at para 23.”

<sup>155</sup> “[38] Cassim “Business Rescue and Compromises” in *Cassim Contemporary Company Law 2 ed* (Juta & Co Ltd, Cape Town 2012) at 862. For a critical reprisal of this rationale, see Loubser “Tilting at windmills? The quest for an effective corporate rescue procedure in South African law” (2013) 25 SA Merc LJ 4.”

<sup>156</sup> “[39] McCormack “Super-priority new financing and corporate rescue” (2007) *Journal of Business Law* 701 at 703.”

time, where it is not viable to rescue a company, it should be liquidated and its business sold.<sup>157</sup> Business rescue can only begin where there is a reasonable prospect of saving the company.<sup>158</sup> This was highlighted in *KJ Foods*, where the Supreme Court of Appeal quoted with approval the High Court in *DH Brothers Industries*, which stated that -

*'Chapter [6] as a whole reflects "a legislative preference for proceedings aimed at the restoration of viable companies rather than their destruction" but only of viable companies, not of all companies placed under business rescue.'*<sup>159</sup> 42

This is in line with the ultimate aim of balancing the rights and interests of all relevant stakeholders.“

[242] It seems to me that this approach is in fact in accordance with the judgment by Brand JA, who was compelled to read into section 131(4)(a) of the 2008 Act the secondary purpose due to the poor drafting of the 2008 Act. The 2008 Act contains inexplicable omissions to reflect the secondary purpose of business rescue proceedings consistently. This does not mean that in every winding-up case, one must choose between two methods.

[243] It further appears from the rest of *Oakdene Square Properties*, as I read the judgment, that the learned judge does not see business rescue appropriate where the motivation for it is say a cheaper form of liquidation (rendering a larger return). In this regard see the remarks by Gamble J in *Van der Merwe and Others v Zonnekus Mansion (Pty) Ltd (in liquidation) and Another (Commissioner for the South African Revenue Service and Another Intervening)* para 35-41 on *Oakdene*:<sup>160</sup>

*“[35] In circumstances where a business rescue practitioner, as opposed to the liquidator, is likely to have to sell property belonging to the embattled company, Brand JA points out that the purpose of business rescue is not intended to serve as a less expensive form of winding up.*

*“[33] My problem with the proposal that the business rescue practitioner, rather than the liquidator should sell the property as a whole, is that it offers no more than an alternative, informal kind of winding-up of the company, outside the liquidation provisions of the 1973 Companies Act which had, incidentally, been preserved, for the*

<sup>157</sup> “[40] *KJ Foods* above n36 para 77, endorsing *DH Brothers Industries (Pty) Ltd v Gribnitz NO and Others* 2014 (1) SA 103 (KZP) (*DH Brothers Industries*); *Cassim* above n38 at 863”.

<sup>158</sup> “[41] Section 129(1)(b) of the Companies Act above n1”.

<sup>159</sup> “[42] *DH Brothers Industries* above n40 para 10.”

<sup>160</sup> *Van der Merwe and Others v Zonnekus Mansion (Pty) Ltd (in liquidation) and Another (Commissioner for the South African Revenue Service and Another Intervening)* [2016] ZAWCHC 193 para 35-41.

*time being, by item 9 of schedule 5 of the 2008 Act. I do not believe, however, that this could have been the intention of creating business rescue as an institution. For instance, the mere savings on the cost of the winding-up process in accordance with the existing liquidation provisions could hardly justify the separate institution of business rescue. A fortiori, I do not believe that business rescue was intended to achieve a winding up of the company to avoid the consequences of liquidation proceedings, which is what the appellant's apparently seek to achieve."*

*[36] Further, Brand JA refers to the important investigative powers of a liquidator acting under the old Companies Act in circumstances where there have been, for example, questionable transactions on the part of the company or its directors or employees, and which warrant further investigation by way of interrogation.*

*"[35] ...On the respondents' version the company has been stripped of all its income and virtually all its assets while under the management [of one of the company's directors]. These allegations are, of course, denied by the appellants. But, as I see it, that is not the point. The point is that these are the very circumstances at which the investigative powers of the liquidator - under s417 and 418 of the 1973 Companies Act - and the machinery for the setting aside of the improper dispositions of the company's assets - provided for in the Insolvency Act 24 of 1936 - are aimed. In this light I believe there is a very real possibility that liquidation will in fact be more advantageous to creditors and shareholders - excluding, perhaps, the appellants - than the proposed informal winding up of the company through business rescue proceedings."*

*[37] Finally, Brand JA points out that where the majority of creditors are against the proposed business rescue scheme, that is an important consideration for the court to have regard to –*

*"[38] ...As I see it, the applicant for business rescue is bound to establish reasonable grounds for the prospect of rescuing the company. If the majority creditors declare that they will oppose any business rescue scheme based on those grounds, I see no reason why that proclaimed opposition should be ignored. Unless, of course, that attitude can be said to be unreasonable or mala fide. By virtue of s132 (2) (c) (i) read with s152 of the Act, rejection of the proposed plan by the majority of creditors will normally sound the death knell of the proceedings. It is true that such rejection can be revisited by the court in terms of s153. That, of course, will take time and attract further costs. Moreover, the court is unlikely to interfere with the creditors' decision unless their attitude was unreasonable. In the circumstances I do not believe that the court can be criticised for having regard the declared*

*intent of the major creditors to oppose any business rescue plan along the lines suggested by the appellants.”*

*[38] An applicant for business rescue is not required to set out a detailed business rescue plan. However, the applicant must establish grounds for the reasonable prospect of achieving one of the two goals mentioned in section 128 (1)(b) of the Act (ie a return to solvency or a better deal for creditors and shareholders than through liquidation). A reasonable prospect means a possibility that rests on objectively reasonable grounds.<sup>161</sup>*

*[39] In Propspec<sup>162</sup> van der Merwe J observed that –*

*“There can be no doubt that, in order to succeed in an application for business rescue, the applicant must place before the court a factual foundation for the existence of a reasonable prospect that the desired object can be achieved.”*

*Expanding thereon, the court noted<sup>163</sup> that-*

*“..(A) reasonable prospect in this context means an expectation. An expectation may come true or it may not. It therefore signifies a possibility. A possibility is reasonable if it rests on the ground that it is objectively reasonable.... [a] reasonable prospect means no more than a possibility that rests on an objectively reasonable ground or grounds.”*

*[40] In Wedgewood Village<sup>164</sup> Binns-Ward J held the view that an applicant for business rescue must be able to place before the court a cogent evidential foundation to support the existence of a reasonable prospect that the desired object could be achieved.*

*[41] Lastly, by way of background, it is generally accepted that business rescue is intended to be a short-term measure. In Gormley [11]<sup>165</sup> Traverso DJP made the following observation:*

*“...The Act envisages a short-term approach to the financial position of the company. This is so for self-evident reasons. There must be a measure of certainty in the commercial world. Creditors cannot be left in a state of flux for an indefinite period. The provisions of the Act make it clear that the concept of business rescue only applies to companies which are financially distressed as defined in the Act. If a company is not so financially distressed, the provisions of Chapter 6 of the Act will*

<sup>161</sup> “[7] Propspec Investments (Pty) Ltd v Pacific Coast Investments 97 Ltd 2013(1) SA 542 (FB) at [12]”.

<sup>162</sup> “[8] [31]”.

<sup>163</sup> “[9] [12]”.

<sup>164</sup> “[10] Koen and Another v Wedgewood Village Golf and Country Estate (Pty) Ltd and Others 2012(2) SA 378 (WCC) at [17]”.

<sup>165</sup> “[11] Gormley v West City Precinct Properties (Pty) and Another [2012] ZAWCHC 33 (18 April 2012) at [11]”.

*not apply. It must either be likely that the debts can be repaid within 6 months or that there is the likelihood that the company will go insolvent in the ensuing 6 months.”*

*Traverso DJP went on to find that because the company in question was at the time insolvent and that it required a moratorium to pay its debts, the company was not financially distressed within the meaning of section 128(1)(f) of the Act”.*

- [244] I do not read the authorities binding on me that such a better liquidation purpose should easily sway a court. It is not an inarguable case, but it is a hard one to succeed with. Our law has settled, generally applicable winding-up proceedings apply for good reason. There is some merit in the argument about lower expected fees in business rescue proceedings, but if the issue is the remuneration of liquidators, that issue must be addressed instead of applying business rescue as an alternate method of liquidation.
- [245] There is some merit in the submission that the inquiries under section 417 of the 1973 Act may be derailed if the business rescue applications were to succeed. To date, that risk has not materialised, but it cannot be excluded. This too point away from a better liquidation as a motivation for relief.
- [246] The anti-dissipation tools in the Insolvency Act are powerful tools to set aside impeachable transactions. This too point away from a better liquidation.
- [247] As stated, the only creditor before me, SARS, does not want to see a business rescue process allegedly to increase its return. This is a material fact. Ultimately, creditors can look after themselves best in the liquidation process. They can direct the liquidators.
- [248] I am not convinced to any reasonable extent that business rescue would result in a better return than liquidation on the case argued by the business rescue applicants, leaving aside the limitations that *Plascon Evans* places on them. Again, as was held in *Oakdene Square Properties* para 34, in principle there is no reason why a business rescue practitioner would obtain a better price for the property, and it is difficult to seek to compare the fees of the two offices. Also in this case more litigation and thus higher business rescue (time based) fees could be expected. I am not convinced that there is a reasonable prospect of better values being obtained in a less hasty sales process. In a period of

almost a year before the auction, no such purchasers materialised. In addition, even considering the timing of the auction (on short notice, in December 2019), potential purchasers knew of the liquidation of the companies, knew that assets would/might become available for sale, and a public auction was held. It achieved in most cases at least forced sale values.

[249] **In the light of my finding on the effect of section 82(8) of the Insolvency Act on the sales of movables, my sense is that such sales are unlikely to be set aside in at least many cases.** There is time to consider the sales of the immovable assets. I am not persuaded that business rescue will result in a better return, despite the various illustrative sums done the applicants.

[250] Despite some success in the auction application, the business rescue application still stands to be dismissed. I disagree that there is a factual basis for the conclusion by the business rescue practitioners in their supplementary heads of argument:

“134 *We furthermore submit that the Rescue Application:*

*134.1 is, in and of itself, the quintessential example of a flagrant abuse of the business rescue and court processes;*

*134.2 is persisted with the clear ulterior motive to neutralise the appointment of independent liquidators to the subject companies under circumstances where the Bosasa protagonists had a clearly intended plan in mind when they placed the said companies in liquidation on day one; and*

*134.3 is otherwise in want of merit on every and any conceivable basis.”<sup>166</sup>*

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<sup>166</sup> This submission is in effect repeated in the heads of argument in the auction application:

“24 *The context already provided, even only by way of introduction, persuasively evinces that this application:*

*24.1 is the quintessential abuse of the business rescue process legislated under Chapter 6 of the 2008 Act; and*

*24.2 was purposefully employed by the applicants with the sole purpose of obstructing, frustrating and derailing the liquidation proceedings pending in respect of the subject companies.*

25 ...

26 *Ultimately, this application is persisted with the clear ulterior motive to neutralise the appointment of independent liquidators to the subject companies under circumstances where*

[251] The alleged “*Bosasa protagonists*” brought an arguable business rescue application to court. I dismiss it, but I disagree that the application was so lacking in merit that it constituted an abuse. The inference that the provisional liquidators seek to draw is not consistent with all the proven facts, nor is an evil scheme from the start, the most plausible conclusion. See the judgment by Southwood J, *Skilya Property Investments (Pty) Ltd v Lloyds of London Underwriting* at 780H-781D.<sup>167</sup> As the provisional liquidators correctly argued in the auction application (underlining not added, but footnotes omitted):

“37 *Primary facts are those capable of being used as a basis for the drawing of inferences as to the existence or nonexistence of other facts. Such further facts in relation to primary facts are called secondary facts. Secondary facts, in the absence of primary facts are nothing more than the deponent’s own conclusions and do not constitute evidential material capable of supporting a cause of action.*

38 *Moreover, inference is to be distinguished from speculation, and is to be based on properly proved objective facts. As held in **Skilya Property Investments (Pty) Ltd v Lloyds of London Underwriting**, an inference sought to be drawn must further be consistent with all proved facts.”*

[252] On the same reasoning, I reject the argument in the provisional liquidators’ heads of argument in the auction application that the business rescue application was impermissibly used as a springboard to bring the auction application. Again there is no factual basis for such an inference. The fact that the application was made had legal consequences, and these are addressed in the auction application, the proper forum.

### **Eighth matter for decision: Costs**

[253] I have already at the outset dealt with some interlocutory cost orders. Where I grant costs in the order below, I mostly followed the rule that costs follow the result.

[254] Emotions ran high in this matter. I take into account the pressure under which the papers were prepared, and the increasing tension in the matter. Usually in

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*the Bosasa protagonists had a clearly intended plan in mind when they placed the said companies in liquidation on day one.”*

<sup>167</sup> *Skilya Property Investments (Pty) Ltd v Lloyds of London Underwriting* 2002 (3) SA 765 (T) at 780H-781D, reversed on appeal but not on the summary of the law.

litigation one simply reads past those instances where, on reflection the lawyers should have acted more measuredly, and simply deal with the merits of the matter. It was not possible in this matter. The matter was argued with unpleasant animosity between the legal representatives representing the provisional liquidators and those representing the applicants in the business rescue and auction applications.<sup>168</sup>

[255] This case mainly had to be decided on affidavit by applying *Plascon Evans*.<sup>169</sup> It does not assist at all to pepper a letter (in reality written for the court) or an affidavit or heads of argument with averments and innuendo about dishonest motives, adjectives and adverbs conveying imputations of dishonest motives, and the like. I have already reflected the argument regarding the business rescue application.

[256] *Reynolds NO v Mecklenberg (Pty) Ltd*<sup>170</sup> is clear that improper argument must be removed from papers and a disciplined approach to pleading cases in opposed motions should be followed. In that case the Honourable Stegmann J dealt with a record of only 430 pages. Yet another plea for restraint is the useful summary of the authorities in *Venmop 275 (Pty) Ltd and Another v Cleverlad Projects (Pty) Ltd and Another* at para 7-14.<sup>171</sup> There was no such restraint in this matter. The case was not argued on facts, placed in a chronological order, proven where necessary with documents, from which permissible factual and legal conclusions were drawn. The papers and the heads of argument by the provisional liquidators are replete with averments and innuendo that persons involved in the business rescue and auction applications are dishonest and have dishonest motives. Much of this was aimed at Mr J Watson. Predictably with certainty, it added nothing to the matter.

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<sup>168</sup> I stress that I exclude the representatives for SARS and Fidelity. The disputes between the applicants in the business rescue and auction applications and the intervening parties were argued, firmly and directly, but without unpleasant animosity. This included the case that substantial tax was improperly avoided, a case that imputes unlawful conduct by the companies-in-liquidation.

<sup>169</sup> *Plascon Evans Paints Ltd v Van Riebeeck Paints (Pty) Ltd* 1984 (3) (SA) 623 (A) at 634E-635C.

<sup>170</sup> *Reynolds NO v Mecklenberg (Pty) Ltd* 1996 (1) SA 75 (W).

<sup>171</sup> *Venmop 275 (Pty) Ltd and Another v Cleverlad Projects (Pty) Ltd and Another* 2016 (1) SA 78 (GJ) at para 7-14.

[257] I already have made serious findings of unlawful conduct by the provisional liquidators. In the light of those findings, their unduly aggressive litigation becomes even more unacceptable. It was argued before me on their behalf that upon winding-up, “*the law*” takes control of the company in liquidation. My distinct impression was that the provisional liquidators equated that concept with themselves. They may be used to wielding wide powers in insolvency matters, but the exercise of such wide power is the more reason for humility and restraint.

[258] Wallis JA<sup>172</sup> held in *Murray and Others NNO v African Global Holdings (Pty) Ltd and Others* para 42:<sup>173</sup>

[258.1] That it was assumed in error that the provisional liquidators-

“... would not discharge their duties properly under the supervision of the Master and in accordance with the directions of creditors”,

[258.2] That Ameer AJ-

“ignored the fact that as provisional liquidators their powers were limited and did not extend to doing the things he attributed to them”.

[259] It is my respectful view, whilst I take no issue with the finding by SCA, that what Ameer AJ accepted, became true: The provisional liquidators acted unlawfully and exceeded their powers.

[260] I do penalise the provisional liquidators with attorney-and-client costs in one instance (the auction application), and I deprive them of part of their costs in the business rescue application. I did so as they crossed the line in the litigation and they acted unlawfully in two major respects (disregarding the Bhoola order and the business rescue application).

[261] The heads of argument in the business rescue application gives a clue as to their motivation:

“183 The practice of delivering an application for business rescue has, since the SCA’s judgment in Richter, been open to abuse.”

<sup>172</sup> Mokgohloa, Plasket and Nicholls JJA and Gorven AJA concurring.

<sup>173</sup> *Murray and Others NNO v African Global Holdings (Pty) Ltd and Others* 2020 (2) SA 93 (SCA) para 42.

- [262] The heads of argument of the provisional liquidators in the auction application repeats the above almost verbatim:

*“134 The practice of delivering an application for business rescue to stifle liquidation proceedings has, since the SCA’s judgment in Richter, been open to abuse”,*

- [263] It was not for them to decide not to apply the law if they disagree with the SCA.

The heads of argument of the provisional liquidators in the auction application gives this answer why they continued with the auction (and took it upon themselves to continue without seeking relief in a court):

*“12 The business rescue application, comprising in excess of one thousand pages [supported by a founding affidavit that without its annexures span one hundred and sixty-two pages] could have been brought as long ago as March 2019 but it was rather issued the day before the auction.*

*13 It was manifestly purposefully only issued on 3 December 2019 in an [unsuccessful] attempt to trigger the provisions of 131(6) of the 2008 Act, to suspend the liquidation proceedings and derail the auction.*

*14 However, having formed the view that the business rescue application is an abuse and in want of merit on every conceivable basis, MacRoberts duly informed the applicants on 4 December 2019 that the liquidators would be proceeding with the auction on the morning of 4 December 2019, the issue of the business rescue application notwithstanding.”*

- [264] Not only was it not for the provisional liquidators to ignore the fact that the business rescue application was made, but the inference of an abuse factually fails at three common cause facts: The recent change in legal representation by the applicants, the recent change in the board of Holdings, and that Ameer AJ had ruled that the winding-up should be set aside.

- [265] In considering the conduct of the provisional liquidators in the litigation, one must not lose sight of the facts that they had acted unlawfully, deliberately.

- [266] This brings me to the extent to which the provisional liquidators crossed a line. I do not have to go beyond the heads of argument of the provisional liquidators to reflect the unacceptable way the provisional liquidators conducted themselves.

- [267] This is an extract from the heads of argument in the business rescue application dealing with the chronology:

*“14 The calculated timing of this application is telling. It was manifestly purposefully only issued on 3 December 2019 in an [unsuccessful] attempt to trigger the provisions of 131(6) of the 2008 Act i.e. to suspend the liquidation proceedings and derail the auction.*

*15 It is, in and of itself, a further quintessential example of a flagrant abuse of court process.*

*16 However, having diagnosed this application as an abuse and to be in want of merit on every conceivable basis, the liquidators duly informed the applicants on 4 December 2019 that the liquidators of the subject companies would be proceeding with the auction on the morning of 4 December 2019, the issue of this application notwithstanding.”*

[268] These submissions are repeated almost word for word in the heads of argument in the auction application:

*“89 It suffices to state that the business rescue application:*

*89.1 comprising in excess of a 1000 pages [supported by a founding affidavit that without its annexures span 162 pages];*

*89.2 could have been brought as long ago as March 2019, but was demonstrably purposefully only issued on 3 December 2019 in an [unsuccessful] attempt to trigger the provisions of section 131(6) of the 2008 Act i.e. to suspend the liquidation proceedings and derail the auction;*

*89.3 is the quintessential example of a flagrant abuse of court process and in want of merit on every conceivable basis.”*

[269] I have earlier quoted a similar extract from the supplementary heads of argument.<sup>174</sup>

[270] In context, the provisional liquidators acted illegally in proceeding with the sale. In context, it is common cause that the applicants for business rescue obtained new legal representation mere days before the business rescue application was made. New legal representation would have looked afresh at matters. Within a very short time span the business rescue application was issued. Why would the most probable inference from such facts be dishonest manipulation

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<sup>174</sup> “134 We furthermore submit that the Rescue Application:

134.1 *is, in and of itself, the quintessential example of a flagrant abuse of the business rescue and court processes;*

134.2 *is persisted with the clear ulterior motive to neutralise the appointment of independent liquidators to the subject companies under circumstances where the Bosasa protagonists had a clearly intended plan in mind when they placed the said companies in liquidation on day one; and*

134.3 *is otherwise in want of merit on every and any conceivable basis.”*

of court processes (“*a flagrant abuse of court process*”)? Why would the period from March 2019 be relevant where new lawyers are appointed? More importantly, in opposed motion court, which judge would make a positive finding of a dishonest manipulation of court processes on the reasoning of the provisional liquidators?

[271] The same tone was adopted throughout the litigation by the provisional liquidators. In the supplementary heads of argument, with the stated aim to address a supplementary affidavit introduced by them, and *inter alia* to address:

*“The unconscionable abuse of the separate juristic entities by the Bosasa protagonists in pursuance of the perpetration of substantial frauds and their involvement in numerous corrupt activities”.*

[272] It is common cause that there was a change in directors. The persons involved in the winding-up resolution are no longer active in the matter. The questions then are who these “*Bosasa protagonists*” are with ulterior motives, and what their plan all along was. How are they involved in the “*perpetration of substantial frauds and ... in numerous corrupt activities*”? These are most serious allegations and could only be directed at Mr J Watson and Ms L Watson (apart perhaps from the lawyers). On what factual basis are they accused of committing fraud and corruption? The long heads of argument by the provisional liquidators,<sup>175</sup> in my reading of them, does not reflect proof that any person involved in the matter before me committed fraud, or acts of corruption. Even more objectionable is that the same heads of argument also argue that Mr J Watson lacks personal knowledge of matters that predated about the time of his appointment as director.<sup>176</sup>

[273] At the heart of the Constitution stand the rights to equality and to dignity. These two rights are for good reason mentioned first and second in the Bill of Rights.

<sup>175</sup> Heads in the business rescue application (156 pages), heads in the business auction application (114 pages), supplementary heads in the business rescue and auction applications (43 pages), and note in the Rule 42 application (28 pages).

<sup>176</sup> “33 *That being said, this application is premised on a founding affidavit deposed to by one Jared Michael Watson (“Mr Watson”), the nephew of the late Gavin Watson, who was only appointed to the board of Holdings on 20 November 2019, thereby entailing the obvious and unassailable conclusion that he himself does not have primary personal knowledge of any facts that precede his appointment as such.*”

I firmly believe that courts should be vigilant in protecting the rights to equality and to dignity of those who find themselves involved in court processes. It matters not what wrong any family member of you is alleged to have done (or conversely how highly regarded your family name is). **In a court you will be treated with dignity, and equal to everyone else.** I will put it bluntly: If in the end it is to be found that the late Mr Gavin Watson and other employees of the group committed fraud, or acts of corruption, and that the books of account of the group constituted a fiction, Mr J Watson and Ms L Watson still will be treated with respect in my court.

[274] It does not end here. **The provisional liquidators accused senior counsel and a senior attorney for the business rescue applicants in their heads of argument in the business rescue application of misleading the Honourable Wright J in chambers** about the length of urgent application that was being prepared (70 pages<sup>177</sup> versus an ultimate 170 pages)<sup>178</sup> for hearing on 4 December 2020. The lawyers were meeting the judge in chambers whilst the papers were being prepared in their absence. This conduct is then submitted to have been intended to mislead Wright J:

*“173 The actual extent of the urgent application papers was certainly not correctly represented to Wright [J] in chambers”;*

*“175. The actual extent of what was truly contained and traversed in the urgent application and what were to be required for it to be heard was, in the circumstances, equally not accurately represented to Wright [J]”;*

*“177. Essentially, through the manipulative non-disclosure of material detail, the applicants unconscionably orchestrated an obligation upon the liquidators to have consulted on, consider and respond to affidavits in excess of 1200 pages<sup>179</sup> over-night and within approximately 18 hours.”*

[275] Wright J ordered that an answering affidavit in the urgent application be delivered the next morning and stood the matter down (certainly not an unusual step for a judge). He then struck the urgent application from the roll.

<sup>177</sup> “... Wright [J], who was informed in chambers by the applicants:

*170.1 First, that the urgent application papers [still at that time in the process of being collated] comprised of **approximately 70 pages**;*

<sup>178</sup> “ ...172 However, when the urgent application had subsequently come to hand, at around 16h00 on 4 December 2019, it emerged that it in actual fact comprised **more than 170 pages**.”

<sup>179</sup> Referring to the business rescue application papers too.

Please bear in mind, the urgent application to which this dispute relates, was not before me. It had been dealt with by Wright J.

- [276] The same version of the lawyers (senior counsel and a senior attorney) misleading Wright J is repeated verbatim in paragraph 102 of the heads of argument in the auction application.:

*“102. Essentially, through the manipulative non-disclosure of material detail, the applicants unconscionably orchestrated an obligation upon the liquidators to consult on, consider and respond to affidavits in excess of **1200 pages** overnight and within approximately **18 hours**.”*

- [277] Why is this relevant in the matters before me, even if true? Which judge would make such a finding in these applications? If the papers were longer than expected, is the most probable inference that the lawyers are involved in a dishonest manipulation of court processes or that they re-considered what to add to the papers?

- [278] The provisional liquidators in their heads of argument in the auction application go as far as accusing the lawyers preparing the business rescue application to have *“been in the process of preparing an application contemplated by section 354 of the 1973 Act and after they reflected on the SCA Judgment and realised that such an application will not achieve a stay of the auction, they, at the last minute converted that application to a business rescue application”*. This is done despite those counsel only being briefed days earlier. The averment is made in the case pursued of a counsel being part of a conspiracy to abuse the court process. There is no factual basis for this, and an unreserved apology should have been tendered. Reflection should have led to moderation.

- [279] Under these circumstances the application to strike out should have been dealt with at the outset. More than just offensive matters were in issue, these papers could have been a lot shorter if relevance and admissibility of, in effect opinion, were to be considered. It is ironic that the provisional liquidators quoted *Van*

*Zyl and Others v Government of the Republic of South Africa and Others* para 45-46<sup>180</sup> about endless repetition.

[280] Threats of further steps were made during argument by one counsel. If Wright J was misled, it is matter that must be dealt with by the professional bodies and it was the duty of lawyers to have done so a long time ago, or face themselves possible disciplinary steps by the professional bodies for failing to refer the matter. If the provisional liquidators crossed the line in this litigation (as I believe they did), the matter must be dealt with by the professional bodies, and potentially in our courts.

### **Concluding remarks**

[281] I have said little about *Plascon Evans*. I endeavoured to apply it. No one seriously suggested that I should refer the matter to oral evidence or to trial. It seems to me that no factual issue stood in the way of deciding the matter and that kicking the can down the road for another judge to deal with, would not have been in the interest of anyone. As such I limited my comments on contested versions, and focussed on the facts required to come to a decision. Those were by and large objectively determinable.

[282] I order that this judgment be referred to the Master. I bring two matters to her/his attention:

[282.1] The deliberate unlawful conduct by the provisional liquidators and the penalising costs order that I make against the provisional liquidators; and

[282.2] The potential impact of the deliberate unlawful conduct by the provisional liquidators on the costs of winding-up the companies in liquidation.

[283] I know that my judgment does not resolve the matter, and will cause delay. I could not prevent such delay on my application of the law to the facts. That is an unsatisfactory outcome, but an outcome caused by the provisional liquidators who acted unlawfully. Much more litigation is now foreseeable.

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<sup>180</sup> *Van Zyl and Others v Government of the Republic of South Africa and Others* 2008 (3) SA 294 (SCA) para 45-46.

Continued litigation may delay the matter more. In hope, I did seek to provide in my order for negotiated, or compulsory, sales of assets, if negotiated progress could be made, as opposed to continued litigation.

[284] It gave me no pleasure to comment on the conduct of the litigation. Litigation is stressful, the stakes are high, and we all have different personalities. In many ways I prefer bluntness in argument, it extracts the principles, and do not bury them under wordiness. My comments, which I did make lightly, do not reflect the extreme pleasure to preside in a difficult matter where able counsel present argument, well researched, and where the attorneys who saw to pagination binding, the continuous updating of my files, and the continuous loading of papers onto CaseLines did such splendid work. I would be remiss if I did not acknowledge the outstanding work too.

[285] I would be remiss too if I did not acknowledge the fact that it took me effectively three months to deliver this judgment. The period that I blocked out to do it in during recess, was in hindsight, far too short. It was much more work than what I thought it would be. I tender my apology too, substantial time had to be spent to complete this judgment, dealing with many issues.

[286] I make the following orders:

**Case Numbers 44827/19 and 42741/19**

1. I bring this judgment to the attention of the Master of the High Court;

**Case Number 44827/19**

2. The reserved costs of the postponement of the hearings of 11 and 12 March 2020 of the application under case number 44827/19, hereinafter called "*the auction application*", are to be costs in the cause of the auction application;
3. The reserved costs of the postponement of the hearings of 4 and 5 May 2020 of the auction application, are to be costs in the cause of the auction application, save that the applicants in the application for postponement dated 18 April 2020 must bear their own costs of that application;

4. The reserved costs of the application for intervention by the first intervening party, (“SARS”), in the auction application, are to be costs in the cause of the auction application, save that the applicants in the auction application are to pay the costs occasioned by any opposition to the intervention, such costs are to include the costs of two counsel;
5. The reserved costs of the application for intervention by the second intervening party (Fidelity Security Services (Pty) Ltd), hereinafter called “*Fidelity*”, in the auction application, are to be costs in the cause of the auction application, save that the applicants in the auction application are to pay the costs occasioned by any opposition to the intervention;
6. The costs of the application to strike out content of affidavits in the auction application, are to be costs in the cause;
7. Any auction of and any other sale, whether by private treaty or otherwise, of assets of AFRICAN GLOBAL OPERATIONS (PTY) LTD (in liquidation); BOSASA PROPERTIES (PTY) LTD (in liquidation); GLOBAL TECHNOLOGY SYSTEMS (PTY) LTD (in liquidation); LEADING PROSPECT TRADING 111 (PTY) LTD (in liquidation); BOSASA YOUTH DEVELOPMENT CENTRES (PTY) LTD (in liquidation); BLACK ROX SECURITY INTELLIGENCE SERVICES (PTY) LTD (*“the six business rescue companies”*)-
  - a. Before the second meeting of creditors; and/or
  - b. Without the written consent by resolution of the board of directors of AFRICAN GLOBAL HOLDINGS (PTY) LTD (*“Holdings”*); and/or
  - c. Without the consent of the court,is prohibited;
8. Any sale prior to date of this order, whether by auction or private treaty or otherwise, of assets of any of the six business rescue companies, sold whilst such company was in liquidation and without the written consent by

resolution of the board of directors of Holdings, is declared to be unauthorised;

9. The transfer and registration of immovable property to any prospective purchaser of assets of any of the six business rescue companies, sold prior to date of this order and whilst such company was in liquidation-

d. Without the consent of the second meeting of creditors; and/or

e. Without the written consent by resolution of the board of directors of Holdings; and/or

f. Without the consent of the court,

is prohibited;

10. The first to thirty-ninth respondents (excluding the fourth and the thirty-fifth respondents), SARS and Fidelity are ordered to pay the applicants' costs of the auction application jointly-and-severally, the one to pay the others to be absolved from liability, such costs are to include the costs of two counsel;

11. The scale of such costs payable by the first to thirty-ninth respondents (excluding the fourth and the thirty-fifth respondents) are to be on the attorney-and-client scale,

**Case Number 42741/19**

12. The reserved costs of the postponement of the hearings of 11 and 12 March 2020 of the application under case number 42741/19, hereinafter called "*the business rescue application*", are to be costs in the cause of the business rescue application;

13. The reserved costs of the postponement of the hearings of 4 and 5 May 2020 of the business rescue application, are to be costs in the cause of the business rescue application, save that the applicants in the application for postponement dated 18 April 2020 must bear their own costs of that application;

14. The reserved costs of the application for intervention by the first intervening party, (the Commissioner for the South African Revenue Services), hereinafter called "SARS", in the business rescue application are to be costs in the cause of the business rescue application;
15. The costs of the application to strike out content of affidavits in the business rescue application, are costs in the cause;
16. The application to place the six business rescue companies in business rescue, is refused;
17. The applicants are ordered to pay 50% of the respondents' costs of the business rescue application, such costs are to include the costs of two counsel;
18. The applicants are ordered to pay SARS' costs of the business rescue application, such costs are to include the costs of two counsel where so employed;

**Case Number 32083/19**

19. The application by the fourth to sixth, eighth to thirty-seventh, and thirty-ninth to forty-first respondents to join as co-applicants is struck from the roll;
20. Paragraph 2 of the order granted by the Honourable Boohla AJ dated 28 October 2019 in case number 32083/19 is varied by the insertion of the words "*and African Global Operations (Pty) Ltd (in liquidation)*" after the words "*Bosasa Properties (Pty) Ltd (in liquidation)*";
21. The first, second and third respondents are ordered to pay the applicants' costs of the Rule 42 application occasioned by their opposition thereto.

  
DP de Villiers AJ

**Heard on:** 21 and 22 May 2020  
**Delivered on:** 24 August 2020 electronically, by e-mail and by uploading on CaseLines

On behalf of the applicants in case numbers 44827/19 and 42741/19 and on behalf of the first to third respondents in case number 32083/19

Adv F Joubert SC

Adv J de Vries

Instructed by Goodes & Seedat Attorneys

On behalf of the first to thirty-ninth respondents (excluding the fourth and the thirty-fifth respondents) in case numbers 44827/19 and 42741/19 and on behalf of the eighth to forty-first respondents (excluding the seventh and the thirty-eighth respondents) in case number 32083/19

Adv KW Lüderitz SC

Adv P Lourens

Instructed by MacRobert Attorneys

On behalf of the first intervening party in case numbers 44827/19 and 42741/19 and on behalf of the forty-third respondents in case number 32083/19

Adv HGA Snyman SC

Adv K Kollapen

Instructed by VZLR Inc

On behalf of the second intervening party in case numbers 42741/19 and on behalf of the applicant in case number 32083/19

Adv AC Botha SC

Instructed by Blake Bester De Wet Jordaan Inc

Tel: +27 (11) 010 0400 Fax: 086 647 7468  
info@witzinc.co.za www.witzinc.co.za  
1st Floor, The Conservatory, 13 Baker Street, Rosebank  
PO Box 412104, Craighall, 2024



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COMMISSION OF INQUIRY INTO ALLEGATIONS OF STATE CAPTURE

vina@iafrica.com / viwen@commissionsc.org.za

Our ref:DW/S35

Your ref:

and to:

**ROTHBART INCORPORATED**

By email: stan@rothbartinc.co.za

and to:

**MAPHALLA MOKATE CONRADIE INC.**

crystal@motcon.co.za, teresac@motcon.co.za

and to:

**GOODES AND CO ATTORNEYS**

By email: george@goodesco.co.za

11 May 2021

Dear Sirs / Madams,

**RE: JUDICIAL COMMISSION OF ENQUIRY INTO ALLEGATIONS OF STATE CAPTURE: MR ANGELO AGRIZZI/ MR FRANS VORSTER/ MR KEVIN WAKEFORD SUBMISSIONS BY A. AGRIZZI, A. VAN TONDER AND F. VORSTER**

- 
1. We represent Mr. Agrizzi, Mr. van Tonder and Mr. Vorster and we have been called upon to make representations to the chairperson of the Commission of Inquiry into Allegations of State Capture ("**the Zondo Commission**") concerning the attempt by Mr Kevin Wakeford ("**Mr Wakeford**") on Thursday, 6 May 2021, to introduce into evidence before the Zondo Commission and, as a further consequence, to disclose

to the public at large, evidence given by our clients to the liquidators in respect of a secret and confidential enquiry conducted in terms of section 417 and 418 of the Companies Act, 61 of 1973 ("the 1973 Act") into the trade, dealings and affairs of various Bosasa related entities.

2. Advocate Witz, on behalf of our clients, raised an objection to the introduction by Mr. Wakeford of the evidence from the 417 enquiry to Deputy Chief Justice Zondo.
3. With reference to section 417 and 418 of the 1973 Act, we respectfully submit to the Honourable Chair to consider section 417(7) which establishes an encompassing legal status for the enquiry proceedings in its entirety, including the application to convene the enquiry concerned, as proceedings that are strictly private and confidential.
4. Taking into account the strict provisions of section 417 of the 1973 Act, which were set out and reiterated by the learned retired Judge Joffe, as well as our legal advice to our clients, we have at all material times complied with the provisions of the 1973 Act. Up and until we received the submissions of RF LUTCHMAN N.O, C MURRAY N.O., T OOSTHUIZEN N.O. and M BECKER N.O. being the duly appointed joint provisional liquidators of African Global Operations (Pty) Ltd our offices and our clients were completely unaware of both the actions and conduct of Mr. Jarod Watson and we specifically refer to paragraph 32 and 33 of the liquidators submissions as well as annexure "B" and annexure "C" of the liquidators submissions.
5. We further submit that both the secrecy and the confidentiality before the Honourable Commissioner is expressly provided for by the High Court Order which convened the enquiry.
6. We further refer the Honourable Chair to paragraph 42 of the submissions of the liquidators and it is patently clear that there has been an unlawful breach of the secrecy provisions pertaining to the section 417 enquiry and we would respectfully request the Honourable Chair in view of these extremely serious breaches by very

experienced counsel and attorneys to refer the matter to the necessary authorities which we leave entirely in the hands of the Honourable Deputy Chief Justice.

7. We further respectfully bring the Honourable Chair's attention copies of the rulings made by the Honourable Commissioner dated 29 July 2020 and refer you specifically to paragraphs 18, 19, 24 and 26 which read as follows:

*"18. It should be noted that Watson is neither a creditor nor a member of the subject companies. The right of attending the enquiry and asking questions of witnesses at the enquiry vests in African Global Holdings Proprietary Limited which is at the very least a member of African Gloval Operations Proprietary Limited. Should Watson content that he represents that company at the enquiry, he will have to establish that he is duly authorised to do so. Once he has established that he is duly authorised by African Global Holdings Proprietary Limited to represent it at the enquiry, he will be entitled to do so.*

*19. As to the ruling sought I emphasise that Watson himself is not entitled to seek any relief. The only entity entitled to relied is African Global Holdings Proprietary Limited. To avoid uncertainty and a waste of costs I proceed to consider the matter further.*

*24. I refer to paragraph 4 of the latter of 29 June 2020. I reiterate that Watson has no right to the relief sought. The rights vest in African Global Holdings Proprietary Limited. Watson will have to establish he is authorised to represent that company.*

*26. In paragraph 4.2 it would appear that what is sought is transcripts of the evidence given by the witnesses who have already testified. This is sought without any tender of the costs of the making of the copies of the transcripts. I point out that in terms of section 418(4) of the Companies Act of 1974 any witness who has given evidence shall be entitled, at his cost, to a copy of the*

*record of his evidence. Without such tender I am not prepared to make sure a ruling. Second, and if such a tender were to be made I would require a written undertaking by African Global Holdings Proprietary Limited and its directors, members and staff, to whom the transcripts will be disclosed, that they will maintain the privacy and confidentiality of the enquiry as contained in the transcripts and exhibits as provided for in section 417(7) of the Companies Act of 1974."*

8. We further refer the Honourable Chair to the further ruling by the Honourable Commissioner dated 9 October 2020 and refer you to paragraphs 13 and 15 which read as follows:

*"13. Mr. Watson's entitlement to access to the record, subject to confidentiality undertakings, is in his capacity as a director of African Global Operations Proprietary Limited and for no other purpose. He certainly is not entitled to make it available to Mr. Wakeford or other third parties no matter how laudable his intentions may be. It must be emphasised that the transcript was made available to Mr. Watson on his undertaking to maintain the confidence of the proceedings at the enquiry.*

*15 In the result Mr. Watson has no permissible personal interest which he seeks to serve by the use of the transcript or any portion of it. Mr. Wakeford has no entitlement to the transcript or any portion of it."*

9. It is clear from both of the applications and the orders granted that neither Mr. Watson nor by way of his emissary or agent Mr. Wakeford had any entitlement to use the evidence from the 417 enquiry or any part thereof.
10. We further respectfully submit that in the face of the rulings by the Honourable Commissioner Joffe that both Mr. Watson and Mr. Wakeford have committed serious unlawful breaches of the provisions of the 1973 Act.

11. It is further submitted that the Honourable Commissioner Joffe who, as set out above, had given 2 rulings in the matter in respect of Mr. Watson, thereafter and without receiving an further order nor permission utilised the said transcript in the form of an affidavit with annexures signed under oath by Mr. Wakeford.
12. We further submit that regard must be had to the very reasons why this section of the 1973 Act was enacted.
13. The Deputy Master appears to have granted consent to Mr Watson to present the section 417 evidence to the Zondo Commission despite the Commissioner having refused to do so. It doubtful and Mr. Watson's attorneys do not offer anything further in this regard whether the Commissioner's prior refusal had been disclosed to the Master when he was approached for his consent. The approach was made by Mr Watson without notice to either our clients, the liquidators or the Commissioner. The Deputy Master too granted the consent without first engaging and/or notifying the liquidators, the Commissioner or the witnesses involved.
14. Further, the consent granted by the Deputy Master, which we submit was erroneously given, attached as annexure A to Mr. Wakeford's submissions is stamped on 6 May 2021 despite Mr. Wakeford having only commissioned, under oath, his affidavit and annexures in the late afternoon of 5 May 2021. As such, the Master's decision in the circumstances is liable to be reviewed and set aside, and indeed also the consent, in terms of section 151 of the Insolvency Act, 24 of 1936, read with section 339 of the 1973 Act.
15. With reference to the above submissions, Mr. Wakeford and his legal representatives went ahead and introduced the confidential and secret evidence in a public domain, being the Zondo Commission.
16. Further, Mr. Wakeford's counsel placed on record before the Honourable Chair that Mr. Watson who had consulted with him had taken separate legal advice in regard to

the matter despite knowing that there had been 2 previous applications and rulings made by the Honourable Commissioner Joffe. He thereafter acting in concert with Mr. Wakeford in wilful disobedience of not only the Court Order convening the enquiry as well as Section 417(7) of the 1973 Act proceeded together with his legal representatives to use the confidential and secret evidence.

17. At the hearing of 6 May 2021, it has always been our understanding in regard to the matter that the parties that were concerned is our clients and Mr. Wakeford. Despite this, it came as a surprise to our clients that Mr. Watson has now deemed it fit to participate in the proceedings vicariously through Mr. Wakeford.
18. In respect of Mr. Watson's submissions, we have briefly examined annexures "G" and "H" to which Mr. Watson refers to in his submissions and these allegations are emphatically denied. In regards to any purported documentation having been handed to Lord Peter Hain this is further denied. We reserve our clients' rights to amplify our response in respect of Mr. Watson's submissions.
19. We would request the learned Deputy Chief Justice in considering the matter not to permit the disclosure of the Section 417 evidence as was raised by Advocate Witz.
20. We will further abide by the decision and ruling of the Honourable Deputy Chief Justice and if there are any further aspects, we will address these when relevant.
21. In addition to the aforesaid any and all of our clients rights not expressly mentioned herein are also strictly reserved.

Yours faithfully,

**WITZ INCORPORATED**

Per: Daniel Witz

[daniel@witzinc.co.za](mailto:daniel@witzinc.co.za)

*sent electronically thus unsigned*



Incorporated No. 1978/004694/21

MacRobert Building

1060 Jan Shoba Street

Brooklyn Pretoria RSA

Private Bag X18 Brooklyn Square 0075

Docex 43 Pretoria

GPS Co-ordinates: S 25° 46' 2.28", E 28° 14' 10.68"

law@macrobert.co.za www.macrobert.co.za

Pretoria Tel +27 12 425 3400

Fax +27 12 425 3600

Other Branches:

Johannesburg Tel +27 10 110 9699 Fax +27 86 575 7609

Cape Town Tel +27 21 464 2400 Fax +27 86 582 6478

Durban Tel +27 31 001 8905 Fax +27 86 550 4286

## COMMISSION OF INQUIRY INTO ALLEGATIONS OF STATE CAPTURE

By email: [vina@iafrica.com](mailto:vina@iafrica.com) / [viwen@commissionsc.org.za](mailto:viwen@commissionsc.org.za)

AND TO:

## ROTHBART INCORPORATED

By email: [stan@rothbartinc.co.za](mailto:stan@rothbartinc.co.za)

AND TO:

## MAPHALLA MOKATE CONRADIE INCORPORATED

By email: [teresac@motcon.co.za](mailto:teresac@motcon.co.za)

AND TO:

## GOODES AND CO ATTORNEYS

By email: [george@goodesco.co.za](mailto:george@goodesco.co.za) / [3rdbrother@gmail.com](mailto:3rdbrother@gmail.com)

YOUR REF:

OUR REF:

**C A Wessels/rc  
00046040**

DATE:

**12 May 2021**

Dear Deputy Chief Justice Zondo

## RE: K WAKEFORD EVIDENCE BEFORE THE COMMISSION OF INQUIRY INTO STATE CAPTURE: SUBMISSIONS ON BEHALF OF THE JOINT LIQUIDATORS OF AFRICAN GLOBAL OPERATIONS (PTY) LTD (IN LIQUIDATION)

1. We refer to the abovementioned matter and enclose herewith the submissions on behalf of the joint liquidators of African Global Operations (Pty) Ltd (in liquidation), together with the annexures thereto.
2. Kindly acknowledge receipt hereof.



Conveyancers Notaries & Trade Mark Agents

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**Directors** GP van der Merwe (Chairman) SM Jacobs CA Wessels N Caine J Albertse S van der Merwe KM Greig JA Erasmus JD van Broekhuizen CN Groenewald AS van Niekerk L Gani KC Cameron JC Jansen van Rensburg JB Mayaba J Naidoo A Abarder K Zybrands KM Thomas FA Dreyer T Booyse DT Vraagom RM Masolo K Sehanka MG Moshoeshoe K Tumba Diong  
**Consultants** DE Pfaff T Charters NA Janse van Rensburg S Hayat C Pepermans LM Mahlangu  
**Senior Associates** M Naude E Deppe C Le Roux T Rengecas N Ramcharan E Ward JS Uys KF Ussuph H Verwey W Gani T Pharo T Nwedamutsu M Brookes A Dhanuk T Maritz  
**Associates** MI Dube V Mbhele T Molaba R Chinner KJ Francis AG Dlula U Ramaifo S Mhlongo M Molotsi N Dembitzer J Jooste

Yours faithfully

PP 

**CA WESSELS**  
**MACROBERT INC**  
nwessels@macrobert.co.za  
Direct telephone number : (012) 425-3487

**MacRobert**  
Attorneys

Incorporated No. 1978/004694/21

MacRobert Building

1060 Jan Shoba Street

Brooklyn Pretoria RSA

Private Bag X18 Brooklyn Square 0075

Docex 43 Pretoria

GPS Co-ordinates: S 25° 46' 2.28", E 28° 14' 10.68"

law@macrobert.co.za www.macrobert.co.za

Pretoria Tel +27 12 425 3400

Fax +27 12 425 3600

Other Branches:

Johannesburg Tel +27 10 110 9699 Fax +27 86 575 7609

Cape Town Tel +27 21 464 2400 Fax +27 86 582 6478

Durban Tel +27 31 001 8905 Fax +27 86 550 4286

## COMMISSION OF INQUIRY INTO ALLEGATIONS OF STATE CAPTURE

By email: [vina@iafrica.com](mailto:vina@iafrica.com) / [viwen@commissionsc.org.za](mailto:viwen@commissionsc.org.za)

AND TO:

## ROTHBART INCORPORATED

By email: [stan@rothbartinc.co.za](mailto:stan@rothbartinc.co.za)

AND TO:

## MAPHALLA MOKATE CONRADIE INCORPORATED

By email: [teresac@motcon.co.za](mailto:teresac@motcon.co.za)

AND TO:

## GOODES AND CO ATTORNEYS

By email: [george@goodesco.co.za](mailto:george@goodesco.co.za) / [3rdbrother@gmail.com](mailto:3rdbrother@gmail.com)

YOUR REF:

OUR REF:

**C A Wessels/rc**  
**00046040**

DATE:

**12 May 2021**

## SUBMISSIONS ON BEHALF OF THE JOINT LIQUIDATORS OF AFRICAN GLOBAL OPERATIONS (PTY) LTD (IN LIQUIDATION)

### INTRODUCTION

- 1 RF Lutchman N.O, C Murray N.O., T Oosthuizen N.O. and M Becker N.O. are the duly appointed joint provisional liquidators of African Global Operations (Pty) Ltd [in liquidation] ("**Operations**" and "**the liquidators**" respectively).
- 2 The liquidators have been called upon to make representations to the chairperson of the Commission of Inquiry into Allegations of State Capture ("**the Zondo Commission**")



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**Directors** GP van der Merwe (Chairman) SM Jacobs CA Wessels N Caine J Albertse S van der Merwe KM Greig JA Erasmus JD van Broekhuizen CN Groenewald AS van Niekerk L Gani KC Cameron JC Jansen van Rensburg JB Mayaba J Naidoo A Abarder K Zybrands KM Thomas FA Dreyer T Boooyse DT Vraagom RM Masolo K Sehanka MG Moshoeshe K Tumba Diong

**Consultants** DE Pfaff T Charters NA Janse van Rensburg S Hayat C Pepermans LM Mahlangu

**Senior Associates** M Naude E Deppe C Le Roux T Rengecas N Ramcharan E Ward JS Uys KF Ussuph H Verwey W Gani T Pharo T Nwedamutsu M Brookes A Dhanuk T Maritz

**Associates** MI Dube V Mbhele T Molaba R Chinner KJ Francis AG Dlula U Ramaifo S Mhlongo M Molotsi N Dembitzer J Jooste

concerning an attempt by Mr Kevin Wakeford (“**Mr Wakeford**”) on Thursday, 6 May 2021, to introduce into evidence before the Zondo Commission and, as a further consequence, to disclose to the public at large, evidence procured by the liquidators pursuant to a secret and confidential enquiry conducted in terms of section 417 and 418 of the Companies Act, 61 of 1973 (“**the 1973 Act**”) into the trade, dealings and affairs of various Bosasa related entities.

- 3 Operations is the sole member and shareholder of a number of Bosasa related entities, being Bosasa Properties (Pty) Ltd, Black Rox Security Intelligence Services (Pty) Ltd, Leading Prospect Trading 111 (Pty) Ltd, Bosasa Youth Development Centres (Pty) Ltd, Global Technology Systems (Pty) Ltd, Rodcor (Pty) Ltd, Watson Corporate Academy (Pty) Ltd, On-IT-1 (Pty) Ltd, Bosasa IT (Pty) Ltd and Bosasa Supply Chain Management (Pty) Ltd (collectively “**the subsidiaries**”). Operations, in turn, is a wholly owned subsidiary of African Global Holdings (Pty) Ltd (“**Holdings**”). The current directors of Holdings are Mr Jared Watson (“**Mr Watson**”) and Ms Lindsay Watson (“**Ms Watson**”). Mr Watson is the nephew of the late Mr Gavin Watson, and Ms Watson his daughter.
- 4 Until approximately 2017, Operations and the subsidiaries were commonly and collectively known as the Bosasa Group of Companies or, more generally, Bosasa (“**Bosasa**”).
- 5 Bosasa’s core business, over a number of years, involved the rendering of services to national governmental departments and state-owned enterprises, which business it procured pursuant to successful tender bids and associated fixed term contracts concluded between the respective companies and the relevant national governmental departments and state-owned enterprises concerned.

- 6 Operations performed the central treasury function of the Bosasa group. When the Bosasa group was still an active commercial concern, its primary banking facilities were maintained at First National Bank (“**FNB**”) and Absa Bank (“**Absa**”).
- 7 During 2018, pursuant to, amongst others, Mr Angelo Agrizzi (Bosasa’s previous COO) (“**Mr Agrizzi**”) and Mr Andries Van Tonder (Bosasa’s previous CFO) (“**Mr Van Tonder**”) turning “whistle blowers” and exposing Bosasa’s unlawful affairs and its involvement in corrupt activities, the group’s affairs fell subject to and have remained under scrutiny by the Zondo Commission.
- 8 The evidence tendered before the Zondo Commission concerning Bosasa’s corrupt affairs and the illegalities perpetrated within its operations, including the relationships between senior political figures and Bosasa, which ultimately prompted Bosasa’s bankers, FNB and Absa, to terminate their relationship with Bosasa, is a matter of public record.

## **THE LIQUIDATION OF BOSASA**

- 9 On **12 February 2019**, special resolutions were adopted by the erstwhile boards of directors of Holdings and Operations, placing Operations and the subsidiaries in voluntary liquidation in terms of section 351 of the 1973 Act (“**the resolutions**”). The resolutions were registered by the Companies and Intellectual Property Commission (“**CIPC**”) on **14 February 2019** and the winding-up of the subject companies accordingly commenced on that day. The liquidators were duly appointed by the Master of the High Court as liquidators in respect of the Bosasa constituent companies [Operations and the subsidiaries].
- 10 Operations and the subsidiaries are unable to pay their debts and are commercially (and indeed, also factually) insolvent as contemplated by the 1973 Act. They have also lost

their entire substratum. They have not conducted any business since the adoption of the resolutions, or shortly thereafter.

- 11 An enquiry into the affairs of Operations and the subsidiaries (to which I refer to in more detail below) as contemplated by sections 417 and 418 of the 1973 Act has been convened by the High Court for purposes of conducting an investigation into the trade, dealings and affairs of Operations, the subsidiaries and certain other companies with which they had dealings (“**the enquiry**”) and retired Judge MM Joffe has been appointed to act as Commissioner to preside over the enquiry (“**the Commissioner**”).
- 12 The statutory secrecy and confidentiality regime imposed on enquiries in terms of section 417 of the 1973 Act, read with section 418 thereof, assume particular significance in the context of this submission. The significance thereof is of particular importance because Mr = Watson has, knowingly and unlawfully, breached the confidentiality and secrecy of the enquiry, by disclosing evidence tendered at the enquiry to third parties.
- 13 In terms of Item 9 of Schedule 5 to the Companies Act, 71 of 2008 (“**the 2008 Act**”), Chapter XIV, including particularly sections 417 and 418 of the 1973 Act, remains of force and effect, notwithstanding the inception of the 2008 Act, to companies that are commercially insolvent.
- 14 Sections 417 and 418 of the 1973 Act permit a court to convene and establish a commission of enquiry into the affairs of commercially insolvent companies that are in liquidation, regulates the appointment of a Commissioner to preside over such enquiry and allows certain specific powers to be bestowed upon a Commissioner.
- 15 The affairs of Operations and the other Bosasa constituents were far reaching and complex and the mechanisms created by sections 417 and 418 of the 1973 Act were and

remain the only practicable means available to the liquidators to unravel the affairs of Bosasa.

## THE ENQUIRY

- 16 On 16 January 2020, the High Court extended the liquidators' powers when the voluntary winding-up proceedings in respect of Operations and the subsidiaries were converted into a so-called winding-up by the court. At the same time, an enquiry into the trade, dealings and affairs of Bosasa as contemplated by sections 417 and 418 of the 1973 Act was convened. A copy of the relevant court order is annexed hereto as annexure **A**.
- 17 Paragraph 7.7 of the order provided that the content of the application, the evidence submitted at or during the enquiry and the report of the Commissioner may not be disclosed to any person without the prior written authority of the Master.
- 18 On 17 March 2020, the High Court varied paragraph 7.7 of the order to provide for the consent to the disclosure contemplated by paragraph 7.7 to be given by the court or the Commissioner, in addition to the Master.
- 19 The enquiry commenced before the Commissioner on 5 February 2020 and has since taken place over a number of months.
- 20 The Commissioner has heard evidence from a number of witnesses, including former directors and employees of Bosasa, as well as the companies' erstwhile auditors. Both Mr Watson, Ms Watson as well as other members of the Watson family have been interrogated at the proceedings.
- 21 The enquiry has not been closed and the investigations into the trade, dealings and affairs of Operations and the subsidiaries are ongoing.

- 22 The liquidators have established that there are numerous claims for the recovery of funds that should be pursued against those that benefitted from the fraudulent activities of Operations and the subsidiaries. Various actions have been instituted in this regard. Moreover, substantial claims exist against the former corporate controllers of Operations and the subsidiaries, or those who were party to the carrying on of its business and these claims too will be pursued by the liquidators.
- 23 The liquidators' ongoing investigations into the affairs of Bosasa have revealed that a sophisticated scheme was employed within Bosasa so as to allow the true controllers of these corporate companies to channel the revenue generated by these companies into the pockets of certain select individuals designated as beneficiaries of the scheme. Ms Watson is one such beneficiary, as is Messrs Agrizzi and Van Tonder.
- 24 In order to do so, numerous conduit entities were employed who would raise upon and issue Bosasa with fictitious and fraudulent invoices, payment of which would ultimately be approved and made by Bosasa. The funds so paid would in truth and in fact be applied towards lining the pockets of these identified individuals, the payment of bribes to politicians and the like.
- 25 It appears from evidence given under oath by various witnesses who have been examined before the Commissioner, and from numerous documentary exhibits presented in evidence to the Commissioner, that the insolvent estate of Bosasa has numerous recoverable claims against those who financially benefitted from the illegalities perpetrated in pursuance of Bosasa's business and the scheme. These include claims against Messrs Agrizzi and Van Tonder, as well as Ms Watson and other members of the Watson family.
- 26 In addition to the transcripts of the evidence tendered before the enquiry, which constitute a substantial body of evidence, the documentary exhibits before the Commission amount

to several thousands of pages. It is imperative that all those who were involved in the management of Bosasa, particularly Operations, give evidence to assist the liquidators to reconstruct the affairs of Bosasa.

- 27 Messrs Agrizzi, Van Tonder and Vorster have testified at the enquiry. The evidence tendered by them on 18 February 2020 and 2 October 2020 is of particular relevance to this submission (“**the subject 417 evidence**”).

### **THE LEAK OF ENQUIRY EVIDENCE BY MR WATSON**

- 28 Holdings is, as mentioned above, the sole member of Operations and, in terms of the 1973 Act, entitled to attend the enquiry. Mr Watson, as also mentioned above, is one of the two appointed directors of Holdings.

- 29 Mr Watson has testified before the Commissioner and, in his representative capacity on behalf of Holdings, has attended the enquiry and has witnessed the examination of various witnesses.

- 30 In his evidence to the Commissioner, Mr Watson explained that his participation in the enquiry was aimed at defending the Watson family’s reputation and to prevent their good name from being “dragged through the mud”.

- 31 It was made clear to Mr Watson both during his testimony before the Commissioner and during his participation in the proceedings that the evidence procured at the enquiry (whether it be oral or documentary evidence) was secret, confidential and that it may not be disclosed or used without the prior permission/consent of the court, the Master or the Commissioner.

- 32 Mr Watson was reminded of the aforesaid regime on more than one occasion, but particularly when Mr Watson secretly attempted to record the proceedings before the

Commissioner on his mobile phone and when he was taken to task for attempting to do so. I attach hereto an extract from the relevant portion of the transcript of his evidence, as annexure **B**.

33 I also attach hereto an extract from the transcript of Mr Watson's evidence where he was pertinently warned that the evidence procured pursuant to the enquiry is secret and confidential as annexure **C**.

34 Other witnesses who gave evidence at the enquiry were also informed of the secrecy regime by the Commissioner. The liquidators will not belabour this submission by annexing all of the extracts from the transcripts where this had occurred. One such example is however attached hereto as annexure **D**. (I point out that the liquidators have obtained the Commissioner's written consent to include in these submissions the attached extracts from the transcript of the proceedings).

35 Indeed, the secrecy and confidentiality regime statutorily infused into the proceedings before the Commissioner is also expressly provided for by the court order convening the enquiry.

36 The evidence tendered by Mr Agrizzi before the Zondo Commission implicates Mr Kevin Wakeford ("**Mr Wakeford**") in the affairs of Bosasa.

37 Mr Wakeford was scheduled to testify before the Zondo Commission on Thursday, 6 May 2021, which proceedings the liquidators personally attended.

38 It transpired, at the commencement of the proceedings before the Zondo Commission on Thursday, 6 May 2021, when Mr Wakeford was to give evidence, that extracts from the transcript of the evidence of Messrs Agrizzi, Van Tonder and Frans Vorster given in the section 417 proceedings ("**the section 417 evidence**") had found its way into the affidavit of Mr Wakeford, and that the evidence was intended to be presented to the Zondo

Commission on the day in question. It further appeared from the evidence of Mr Wakeford that it was in fact Mr Watson that had disclosed the section 417 evidence to him.

39 Needless to say, this came as a great surprise to the liquidators because, to the best of their knowledge at the time, neither the Commissioner, the court or the Master had issued Mr Watson with the necessary consent to disclose the section 417 evidence to anyone.

40 Mr Agrizzi's legal representatives, also in attendance at the proceedings when Mr Wakeford attempted to introduce the section 417 evidence, objected thereto on *inter alia* the aforesaid basis.

41 It was then disclosed, for the first time, that a Deputy Master had, on the same day, purportedly granted consent to Mr Watson to present the section 417 evidence to the Zondo Commission. The consent was granted well after Mr Watson had already unlawfully disclosed the section 417 evidence to Mr Wakeford. (Notably, the consent was granted to Mr Watson to disclose the section 417 evidence to the Commission. Mr Watson was not granted consent to disclose the evidence to Mr Wakeford, nor was Mr Wakeford granted permission to disclose the evidence to the Commission.)

42 Mr Watson had already on 3 May 2021 offered the section 417 evidence to Mr Wakeford's attorneys of record in writing, when he addressed the email attached hereto as annexure **E** to them. The relevant email appears to follow "recent discussions" between Mr Watson and Ms Teresa Conradie (on behalf of Mr Wakeford) and in terms of this email, Mr Watson stated as follows:

*"Our recent discussions refer, and in this regard I repeat as follows;*

*As you are aware, I am a director of African Global Holdings formerly known as Bosasa Holdings.*

*A 417 enquiry into trade, dealings and affairs of Bosasa commenced in 2020 and the last day of hearings was on 12 March 2021 with no further appearances planned.*

*By virtue of my position I am in possession of the transcripts of the proceedings.*

***In these proceedings Agrizzi and Vorster tendered evidence that contradicts what was tendered at the State Capture Commission regarding your client Kevin Wakeford, and Andries van Tonder tendered evidence that supported your clients representations.***

*I am not personally at liberty to publish these documents generally, however I believe it is in the public interest [sic] and concern that this content be known.*

*In this regard the rules of the Commission afford the Chairperson the right to request these documents from me, with rule 10.1 stating;*

10.1. *In terms of section 3(1) of the Commissions Act, read with Regulation 10(6), the Chairperson may summon any person to produce a document in his or her possession or under his or her control which has a bearing on the matter being investigated.*

*As such, if provided with a rule 10.1 summons by the Chairperson I will happily provide all transcripts from the 417 Enquiry to them, however I do require this summons to follow the correct protocol.*

*I trust you find the above in order.”*

- 43 The communication itself, and particularly the content of unnumbered paragraph 5 above (in bold), is in itself an unlawful breach of the secrecy provisions pertaining to the enquiry.

44 On 7 May 2021, the liquidators' attorneys of record, MacRobert Incorporated (**MacRobert**), addressed the letter attached hereto as annexure F to Mr Watson and in terms thereof stated as follows:

- “3. We have been instructed that during the morning of 6 May 2021 and from the evidence that was sought to be tendered by Mr Wakeford at the Zondo commission, it became apparent that you had unlawfully disclosed the transcripts of the evidence tendered at the 417 enquiry to Mr Wakeford and possibly also other parties, in breach of the provisions of section 417(7) of the 1973 Act (“the disclosure”).*
- 4. To the extent that you may want to rely on the purported consent obtained from the Master on 6 May 2021 (“the consent”) in order to justify your conduct, such consent does not suffice inter alia as it was only procured, unlawfully, after the disclosure had been made.*
- 5. Our clients have considered the purported consent and have formed the view that the circumstances under which it was purportedly extended to you render the decision by the Master unlawful, procedurally irregular and consequently reviewable and liable to be set aside, on a number of reasons and grounds.*
- 6. Our instructions are to forthwith pursue the Judicial review and setting aside of the Master’s decision to grant you the consent and, as such, also the commensurate setting aside of the consent itself.*
- 7. Our clients hereby call upon you to forthwith:*
  - 7.1 unconditionally and irrevocably abandon the consent in writing and to address such written abandonment of the consent to the Master, our*

*clients, the Commissioner appointed to preside over the 417 enquiry and the registrar of the Zondo commission (“the abandonment”);*

*7.2 unconditionally and irrevocably undertake in writing to not act in any respect in pursuance of the consent purportedly granted to you by the Master and that you will forthwith return all and any evidence in your possession emanating from the 417 enquiry (“the first undertaking”);*

*7.3 confirm in writing to our clients the identity 7.3 and full contact particulars of each and every individual to whom you disclosed evidence emanating from the 417 enquiry, by no later than close of business on Friday, 7 May 2021 and undertake in writing that you will, in fact, do so (“the second undertaking”).*

*8. Our clients demand that you furnish them with the written abandonment, the first undertaking and the second undertaking by 16h00 today, 7 May 2021, failing which our clients have instructed us to pursue the necessary legal action, urgent and/or otherwise, against you under the circumstances.*

*9. We also, at this early stage, already emphasise that our instructions are to pursue an adverse punitive cost order against you in the event that our clients are necessitated to resort to formal legal action against you.”*

45 Mr Watson did not adhere to the aforesaid demand, timeously or at all.

46 On 7 May 2021, MacRobert brought the aforesaid letter addressed to Mr Watson, to the attention of the Commissioner. A copy of the relevant letter to the Commissioner is annexed hereto as annexure **G**.

47 On Saturday, 8 May 2021, the liquidators learnt that:

47.1 Mr Watson had already, as long ago as 17 August 2020, approached the Commissioner with a request that he grant consent to the disclosure of the section 417 evidence to Mr Wakeford. In this respect, the liquidators were provided with a letter from Mr Watson's attorneys of record to the Commissioner dated 17 August 2020, a copy of which is annexed hereto as annexure H. The said letter, in material part, provides as follows:

*“3.8 In the reading of the transcripts of the enquiry provided to our client by the provisional liquidators, it has come to our client's attention that certain testimony given by witnesses at the enquiry, namely Angelo Agrizzi and Andries van Tonder, on 18 February 2020 conflicts with evidence given by Mr Agrizzi and Mr Frans Vorster at the Judicial Commission of Inquiry into State Capture, commonly referred to as the Zondo Commission.*

*3.9 This information primarily relates to Mr Kevin Wakeford, who has been afforded the right to cross-examine Mr Agrizzi and Mr Vorster at the Zondo Commission, and his relationship with African Global, SARS and the Department of Home Affairs, which are issues currently before the Zondo Commission and which will shed light on the versions of Mr Wakeford, Mr Agrizzi and Mr Vorster before the Zondo Commission.*

*3.10 The evidence is relevant to the Zondo Commission in relation to the facts on which allegations are premised against Mr Wakerford as well as to Mr Wakeford's credibility.*

*3.11 Our client, was previously requested by Mr Wakeford to provide documentation and representations to him, and therein our client was made privy to the evidence given by Mr Agrizzi and Mr Vorster about Mr*

*Wakeford to the Zondo Commission, both in their evidence publicly as well as confidential evidence subsequently provided to the Zondo Commission.*

3.12 *The rules of the Zondo Commission preclude our client from breaching the privacy and confidentiality of this evidence provided, and hence it is not provided within this request.*

3.13 *Our client would like to request of yourself the same privilege previously afforded to Mr Murray; the right to be able to provide the transcript of the proceedings of 18 February 2020 to the investigators of the Zondo Commission, as it may demonstrate perjury of Mr Agrizzi at either the Zondo Commission or alternatively the 417 enquiry before yourself. This transcription will also be provided to the legal representatives of Mr Agrizzi and Mr van Tonder, as well as the Zondo Commission's legal team.*

3.14 *The purpose will be for the Zondo Commission's Investigation and/or Legal Team to assess the truthfulness of evidence Mr Agrizzi has put before it.”*

47.2 The Commissioner responded on 27 August 2020, in terms of annexure I hereto, as follows:

*“Dear Mr Goodes*

*Your letter sent to me as an attachment to an email dated 17 August 2020 and your subsequent letter and email dated 24 August 2020 refers.*

*In your letter you refer to an application by Mr Murray (one of the provisional liquidators of African Global Operations (Pty) Ltd) to utilise certain evidence that had*

*been tendered before me at the enquiry, in an affidavit to be deposed to on behalf of the liquidators.*

*As I understand your letter neither your client nor its directors have been afforded the right to cross-examine any witness who has testified at the Zondo commission. Please advise if the sole purpose for which your client requires the relief sought is for the documents to be placed before the investigators of the Zondo commission. If this is not the sole purpose, please advise for what purpose your client requires the relief sought.*

*Finally, please identify the evidence tendered on 18 February 2020, which forms the subject of your client's application.”*

47.3 Mr Watson's attorneys responded on 28 August 2020, in terms of annexure J hereto, wherein it was stated as follows on his behalf:

*“2.1. It is correct that our clients have not been afforded the right to cross-examine any witness who has testified at the Zondo commission.*

*2.2 **Our Clients were requested to provide information relevant to the cross-examination of Mr Agrizzi by Mr Kevin Wakeford and the leading of evidence of Mr Wakeford at the Zondo Commission.***

*2.3 Upon our Client reading the transcript of the testimony tendered before you on 18 February 2020, it came to our Clients' attention that the transcript demonstrates contradictions in the evidence placed before the Zondo Commission by Mr Agrizzi, and possible perjury in his evidence placed either before the Zondo Commission or alternatively the commission over which you preside.*

2.4 *This is relevant information to the Zondo Commission, and our Clients' sole purpose in requesting the relief sought, is to supplement the information it has already provided for Zondo Commission, and he intends to provide this information to the Zondo Commission's Investigation Team, as well as the legal teams of Mr Agrizzi and Mr Wakeford as being the parties involved in this part of the investigation.*

2.5 *Specifically the relief sought is to provide these parties with pages 31 to 33 as well as pages 49 to 72 from the transcript of 18 February 2020, being the sections in which matters between Mr Agrizzi and Mr Wakeford relate."*

47.4 The Commissioner issued the ruling attached hereto as annexure K to Mr Watson on 9 October 2020, ruling in material part as follows:

"7. *On 20 July 2020 I made a ruling on Watson's application. In so far as it is relevant to the present matter I ruled, inter alia, that Holdings had the right to attend the enquiry and ask questions of witnesses. I added that should Watson contend that he represents Holdings he would have to establish that he is duly authorised to do so. **In so far as access to the transcript of the enquiry in respect of witnesses who had already testified at the enquiry, I ruled that I required written undertakings by Holdings and its directors and staff, to whom the transcripts would be disclosed, that they would maintain the privacy and confidentiality of the enquiry as contained in the transcripts and exhibits as provided for in section 417(7) of the Companies Act of 1974.***

8. *On 17 August 2020 2020 I received a further letter from Goodes & Seedat Inc. It is stated in paragraph 2 of the letter that Goodes & Seedat represent Holdings and its directors. In paragraphs 3.6 of the letter reference is made to*

*Watson as the client of Goodes & Seedat Inc. Be that as it may in paragraph 3.3 of the letter and in regard to the requirement that the privacy and confidentiality of the enquiry as contained in the transcripts and exhibits be maintained, it is stated that: ...*

9. *On an analysis of the content of the letter it appears that:*

9.1 *The letter constitutes a request for consent of disclosure of portion of the record;*

9.2 *Access to the record is sought to test the credibility of Mr Agrizzi in respect of evidence given before the Zondo Commission;*

9.3 *The right to cross-examine Mr Agrizzi and Mr Vorster at the Zondo Commission has been afforded to a Mr Wakeford;*

9.4 *The provisional liquidators sought and obtained a ruling from me in respect of the disclosure of the evidence of Mr CJA Wolmarans, Ms L Ungerer, Mr D Potgieter and Mr J Watson which had been given before me at the enquiry.*

...

12. *The precise relationship between Mr Wakeford and Mr Watson is not set out in the aforesaid letter of Goodes & Seedat Inc. Paragraph 3.11 of the letter from Goodes & Seedat Inc. constitutes the high watermark of the relationship. **It is clear that Mr Wakeford should not be privy to the proceedings at the enquiry and certainly should not have access to the transcript or any part of it.***

13. ***Mr Watson's entitlement to access to the record, subject to confidentiality undertakings, is in his capacity as a director of African Global Operations Proprietary Limited and for no other purpose. He certainly is not entitled to make it available to Mr Wakeford or other third parties no matter how laudable his intentions may be. It must be emphasised that the transcript was made available to Mr Watson on his undertaking to maintain the confidence of the proceedings at the enquiry.***
14. *In a subsequent letter dated 14 September 2020 Goodes & Seedat Inc. addressed further submissions to me. In the light of the undertaking to maintain the confidentiality of the enquiry which Mr Watson furnished, the further submissions do not take the matter any further.*
15. ***In the result Mr Watson has no permissible personal interest which he seeks to serve by the use of the transcript or any portion of it. Mr Wakeford has no entitlement to the transcript or any portion of it.***
16. *In the result the relief sought by Geodes & Seedat Inc in their letter of 25 August 2020 cannot be granted*
17. *I rule accordingly."*

48 On 7 May 2021, a letter was also received from Mr Agrizzi's attorneys of record and a copy of that letter is attached hereto as annexure L. In terms of this letter, the following was stated on Mr Agrizzi's behalf:

- "2. *Mr Kevin Wakeford who was implicated by Mr Agrizzi in his original State Capture testimony gave testimony yesterday at the Enquiry into State Capture, ostensibly*

*(we are advised) in order that he may be able to cross-examine Mr Agrizzi at a later date.*

3. *What is interesting and most disconcerting, is that Mr Agrizzi's legal representative present received Wakeford's affidavit that morning. The link thereto was given as - <https://we.tl/t-MinsEBe6YA>.*
4. *In the annexures the following pages bear reference:*
  - *Page 49 - 54 - Testimony of A. van Tonder from 417 Enquiry;*
  - *Page 226 to 235 - Testimony of A. Agrizzi from 417 Enquiry; and*
  - *Page 256 to 257 - Testimony of Frans Vorster from 417 Enquiry;*
  - *...*
6. *On 23 September 2020, our clients' representatives were informed by the AFU that the Deputy Master of the High Court, Gauteng Division, Pretoria had granted permission and your clients were directed to release the record of the enquiry to the NPA.*
7. ***Our clients were never notified that Wakeford has access to the record of the liquidation enquiry which is now being used by him at the Enquiry into State Capture. He was accompanied by Jarrod Watson who was apparently assisting him in his testimony and with documents.***
8. *Zondo DCJ, in Chambers but at the said Enquiry, requested comment from Judge Meyer Joffe (the Commissioner of the section 418 enquiry) surrounding the allegation that Jarrod Watson had previously written to you to request the*

*transcript and Judge Joffe seemingly agreed to its release but gave Watson strict instructions to not make the records public.*

9. *Obviously this was not adhered to and now answers are required from all concerned, namely Judge Joffe, yourselves, the provisional liquidators and Watson as to how and why the transcript has now been released publicly (which as you know carries criminal sanction) and Wakeford and his attorney have now used it in a public forum apparently without getting permission from Judge Joffe (in circumstances which seem contraindicated by Section 417 (7)), or the Master or, presumably your clients or yourselves (to the extent you/they could have given such permission, which is denied)."*

## **THE LIQUIDATORS' SUBMISSIONS**

### **General submissions:**

- 49 The Zondo Commission is obliged to regularly inform the public of the matters to be covered at its hearings by publishing relevant information on its website. The proceedings are accessible to the public and the proceedings are streamed live. The evidence tendered at the Zondo Commission is often broadcasted on major news channels and extensively reported on in both the printed and digital media.
- 50 The proceedings in the Zondo Commission stand in stark contrast to proceedings of the nature contemplated by sections 417 and 418 of the 1973 Act. It stands in equal stark contrast to the express provisions of the court order that convened the enquiry and which entail that the enquiry would be secret and confidential – it is intended for the evidence tendered thereat to not find its way into the public domain – in contrast to the evidence tendered before the Zondo Commission. This was also the express basis on which Mr Watson was given access to the proceedings and on which the transcript of the

proceedings was shared with him. Additionally, all of the witnesses that give evidence in the proceedings do so on the basis that the enquiry is secret and confidential and that their evidence will not be disclosed or used otherwise than with the permission of the Commissioner, the Master or the court and then on such terms as may be directed. Indeed, even if it were to be permitted for a limited and justifiable purpose, its disclosure to the public at large, as would be the case with a disclosure to the Zondo Commission, is plainly unthinkable.

- 51 The section 417 evidence that was unlawfully disclosed by Mr Watson to Mr Wakeford and which he now seeks to introduce into evidence and disclose in the public domain is and remains private and confidential. The request that it be used as intended was considered by the Commissioner as was duly and properly refused. His reasoned ruling speaks for itself.
- 52 The section 417 evidence derives such status by virtue of a statutory provision and an order of court and as a consequence of the special regime set up for enquiries under sections 417 and 418 of the 1973 Act into the affairs of insolvent companies.
- 53 The purpose of these sections of the 1973 Act have been the subject matter of extensive judicial scrutiny and their purpose and value have been affirmed by, amongst others, the Constitutional Court in **Ferreira v Levin** and **Bernstein v Bester N.O.** over two decades ago.
- 54 Mr Watson is fully aware that he cannot, without more, lawfully produce the section 417 evidence to anyone, even the Zondo Commission – Mr Watson himself expressly says so. This is demonstrably why he applied first to the Commissioner and then, after the fact [and after the Commissioner had refused such consent] to the Master for such consent

and, in the meantime, resorted to asking to be compelled to do so by the Zondo Commission – by way of summons – to produce such transcripts to it.

55 Rule 10 of the rules for the conduct of proceedings before the Zondo Commission deals with a call for documents by the Zondo Commission. However, rule 10 does not deal with a situation such as the present where a separate statute preserves the secrecy and confidentiality of evidence given at an enquiry.

56 Section 417(7) of the 1973 Act establishes an encompassing legal status for the enquiry proceedings in its entirety, including the application to convene the enquiry concerned, as proceedings that are strictly private and confidential.

57 If rule 10 is employed for purposes of circumventing the express intent behind section 417(7), it would conflict with a superior legislative instrument, in the form of plenary legislation by Parliament, and rule 10 would have to give way to it.

58 Of course, as a matter of interpretation, construing rule 10 in a manner which creates such a conflict (and with its own invalidity *pro tanto* as a consequence) would be avoided, where it is reasonably possible to do so, as it is.<sup>1</sup>

59 But there is also a conceptual disconnect between the application of rule 10, the provisions of section 417(7) and the intended use of the section 417 evidence.

60 The section 417 evidence emanates from an insolvency related enquiry and is relevant to the process of winding-up a company. That evidence is now sought to be utilised by Mr Wakeford, in his personal capacity and in pursuit of his personal interests, unlawfully

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<sup>1</sup> **Cool Ideas 1186 CC v Hubbard** 2014 (4) SA 474 (CC) at para 28; **Investigating Directorate: Serious Economic Offences v Hyundai Motor Distributors (Pty) Ltd** 2001 (1) SA 545 (CC) at para 23.

leaked to him by Mr Watson, for purposes of enabling Mr Wakeford to cross-examine Mr Agrizzi.

61 The section 417 evidence came into existence for a completely other purpose than the purpose for which Mr Wakeford now wants to rely on it and the purpose for which Mr Watson has leaked it to him. Indeed, as was pointed out by the Commissioner, permission was granted to Mr Watson – not personally, but in a representative capacity on behalf of the member of Operations, to wit Holdings, to attend the proceedings and to be provided with a copy of the transcript. It is Holdings (*qua* member), and not Mr Watson personally, that has a lawful entitlement to attend the proceedings and to access the record of the proceedings. Mr Watson, personally, has no such right, and he personally was afforded no such access. It is indeed Mr Watson personally, and so too Mr Wakeford, that now seek to abuse the access given to Holdings to advance their personal interests and their apparent vendetta against Messrs Agrizzi and Van Tonder. The evidence given by Mr Wakeford on 6 May 2021 leaves one in no doubt that he is motivated by personal interests calling Mr Agrizzi, amongst other things “greedy” a “racist” and a “narcissist” and having “fabricated lies” against him (Mr Wakeford). Mr Wakeford’s character assassination of Mr Agrizzi (deserving or not) does not create a legitimate platform for him or Mr Watson to abuse the secrecy and confidentiality regime that applies to enquiries under sections 417 and 418 of the 1973 Act. The liquidators have no interest in the personal squabbles between Messrs Watson and Wakeford, on the one hand, and Mr Agrizzi, on the other hand. The liquidators are not in any way aligned with Messrs Agrizzi, Van Tonder or Vorster. Indeed, they were extensively interrogated in the section 417 proceedings and it is a matter of public record that the liquidators have instituted legal proceedings against Messrs Agrizzi and Van Tonder for the recovery of the vast amounts of money that they have received from Bosasa.

- 62 It is clear in the present circumstances that Mr Watson is utilising the evidence obtained through the section 417 enquiry to assist Mr Wakeford in pursuance of what is clearly an ulterior and personally motivated purpose.
- 63 If a company is placed in liquidation by the court, liquidation proceedings in respect of that entity is statutorily considered to have commenced on the date that the court was presented with an application for the winding up of that company.<sup>2</sup> It is trite that this date constitutes the date on which the application is issued.
- 64 The commencement of liquidation proceedings<sup>3</sup> in relation to a company brings with it, in law, the consequence of:
- 64.1 establishing a *concurscus creditorum*<sup>4</sup> in relation to the company concerned;
  - 64.2 the hand of the law being placed upon the estate of that company<sup>5</sup> and the directors of the entity being divested of their authority and appointment;
  - 64.3 in terms of section 361(1) of the 1973 Act, the property of the company being deemed to be in the custody and under the control of the Master, until a provisional liquidator is appointed and has assumed office;
  - 64.4 the liquidators pursuing the liquidation of the company concerned, as **officers of the court** who stand **in a fiduciary relationship towards the company concerned as well as each of its creditors.**<sup>6</sup>

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<sup>2</sup> See section 348 of the 1973 Act.

<sup>3</sup> Defined in **Richter v Absa Bank Ltd** (20181/2014) [2015] ZASCA 100 (01 June 2015) as follows: “[9] The definition of ‘liquidation proceedings’ as envisaged in s 131(6) is at the core of the issue... Generally, in law and in business, liquidation is the exhaustive process by which a company is brought to an end, and the assets thereof, if any, are redistributed. The authors of Cilliers and Benade; Corporate Law describe liquidation as follows: ‘...The process of dealing with or administering a company’s affairs prior to its dissolution by ascertaining and realising its assets and applying them firstly in the payment of creditors of the company according to their order of preference and then by distributing the residue (if any) among the shareholders of the company in accordance with their rights, is known as the winding-up or liquidation of the company.’”

<sup>4</sup> **Fintech (Pty) Ltd v Awake Solutions (Pty) Ltd** (218/13) [2014] ZASCA 63 at par 17; see also **Walker v Syfret NO** 1911 AD 141 at 166.

<sup>5</sup> **Fintech** at par 17; **Walker** at 166.

<sup>6</sup> Navsa JA dealt with the duties and responsibility of liquidators in relation to a company as follows in **Standard Bank of South Africa v The Master of the High Court (Eastern Cape Division)** 2010 (4) SA 405 (SCA):

65 Enquiries in terms of section 417 of the 1973 Act serve a particular purpose and what the Constitutional Court said in **Bernstein and Others v Bester NO and Others**<sup>7</sup> [*per* Ackermann CJ] in relation to enquiries in terms of section 417 of the 1973 Act finds apt application to the affairs of Bosasa:

*[16] The enquiry under sections 417 and 418 has many objectives.*

- (a) It is undoubtedly **meant to assist liquidators** in discharging these abovementioned duties so that they can determine the most advantageous course to adopt in regard to the liquidation of the company.*
- (b) In particular it is aimed at **achieving the primary goal of liquidators, namely to determine what the assets and liabilities of the company are, to recover the assets and to pay the liabilities and to do so in a way which will best serve the interests of the company's creditors.***
- (c) Liquidators have a duty to enquire into the company's affairs.*

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*[111] In 4(3) Lawsa para 236 Blackman states:*

*'[A] liquidator stands in a 'fiduciary relationship towards the company and its members and creditors. As such, he occupies a position in some ways analogous to that of a trustee.'*

*[112] In Commentary on the Companies Act the following appears:*

*'The liquidator stands in a fiduciary relationship to the company of which he is the liquidator, to the body of its creditors as a whole, and to the body of its members as a whole.*

*As a fiduciary, the liquidator must at all times act openly and in good faith, and must exercise his powers for the benefit of the company and the creditors as a whole, and not for his own benefit or the benefit of a third party or for any other collateral purpose. He must act in the interests of the company and all the creditors, both as individuals and as a group. He must not make a decision which would prejudice one creditor and be of no advantage to any of the other creditors or to the company.*

*He may not act in any matter in which he has a personal interest or a duty which conflicts, or which might possible conflict, with his duties as liquidator of the company.'*

*...*

*[133] Liquidators must realise that they perform important functions. The Master, creditors and importantly courts rely on them. In the liquidation process they are expected to act impeccably. The profession must be under no illusion that courts, in appropriate circumstances, when called upon to do so will act to ensure the integrity of the winding-up process."*

<sup>7</sup> (CCT23/95) [1996] ZACC 2; 1996 (4) BCLR 449; 1996 (2) SA 751 (CC) at par [16] (27 March 1996)

- (d) *This is as much one of their functions as reducing the assets of the company into their possession and dealing with them in the prescribed manner, and is an ancillary power in order to recover properly the company's assets.*
- (e) *It is only by conducting such enquiries that liquidators can:*
- (i) *determine what the assets and who the creditors and contributories of the company are;*
  - (ii) *properly investigate doubtful claims against outsiders before pursuing them as well as claims against the company before pursuing them.*
- (f) *It is permissible for the interrogation to be directed exclusively at the general credibility of an examinee, where the testing of such person's veracity is necessary in order to decide whether to embark on a trial to obtain what is due to the company being wound up.*
- (g) *Not infrequently the very persons who are responsible for the mismanagement of and deprecations on the company are the only persons who have knowledge of the workings of the company prior to liquidation (such as directors, other officers and certain outsiders working in collaboration with the former) and are, for this very reason, reluctant to assist the liquidator voluntarily. In these circumstances it is in the interest of creditors and the public generally to compel such persons to assist.*
- (h) ***The interrogation is essential to enable the liquidator, who most frequently comes into the company with no previous knowledge and finds that the company's records are missing or defective, to get sufficient information to reconstitute the state of knowledge that the company should possess; such information is not limited to documents because it is almost inevitable that***

*there will be transactions which are difficult to discover or understand from the written materials of the company alone.*

- (i) The liquidator must, in such circumstances, be enabled to put the affairs of the company in order and to carry out the liquidation in all its varying aspects.*
- (j) The interrogation may be necessary in order to enable the liquidator, who thinks that he may be under a duty to recover something from an officer or employee of a company, or even from an outsider concerned with the company's affairs, to discover as swiftly, easily and inexpensively as possible the facts surrounding any such possible claim.*
- (k) There is a responsibility on those who use companies to raise money from the public and to conduct business on the basis of limited liability to account to shareholders and creditors for the failure of the business, if the company goes insolvent. Giving evidence at a section 417 enquiry is part of this responsibility. This responsibility is not limited to officers of the company, in the strict sense, but extends also to the auditors of the company."*

66 It follows from what the liquidators have uncovered to date that there is more than adequate reason to believe that a recovery will be made in the insolvent estates of the Bosasa constituents, to the benefit of their creditors. Those recoveries are, however, dependent on the preservation of the integrity of the enquiry and the reliability of the evidence tendered thereat.

67 The enquiry has not yet been closed and the liquidators' investigations are ongoing.

68 The circumstances demanded at the outset that the enquiry had to be conducted on a secret and confidential basis, in terms of sections 417 and 418 of the 1973 Act, to ensure

the most effective basis to ascertain all the relevant information. It is also on this basis that the court convened the enquiry on day one.

69 The need to do so is self-evident and clearly informed by the evidence already tendered to date before the Zondo Commission and in the enquiry.

70 If the matters on which testimony was given pursuant to the enquiry finds its way into the public domain, it would jeopardise the entire enquiry and the liquidators' ability to:

70.1 interrogate everyone capable of giving information concerning the assets, trade, dealings and affairs of Bosasa with specific reference to the amounts and assets to be recovered by the liquidators pursuant thereto; and

70.2 pursue repayment of dissipated funds or return of the dispossessed Bosasa assets.

71 Allowing such evidence to find its way into the public domain will set a precedent that will effectively nullify what has been achieved pursuant to the enquiry to date, at a significant expense to the insolvent estate of Bosasa and its creditors and subvert the entire purpose of section 417(7).

**Mr Watson unlawfully disclosed the enquiry evidence:**

72 It is clear that Mr Watson disclosed the section 417 evidence to Mr Wakeford without the prior consent of the court, the Commissioner or the Master.

73 He did so in wilful disobedience of the court order convening the enquiry, section 417(7) of the 1973 Act as well as the clear and unequivocal directive issued by the Commissioner, and accepted by Mr Watson, when he was permitted to participate in the

proceedings. He additionally did so notwithstanding that his request to the Commissioner to make use of the section 417 evidence was expressly refused.

74 The liquidators are in the process of drafting (and thereafter issuing) an urgent application to interdict the further disclosure of the section 417 evidence by Mr Watson, pending a review of the decision of the Deputy Master. I deal with the latter application in more detail below.

### **THE REVIEW OF THE CONSENT OF THE MASTER**

75 The section 417(7) confidentiality regime, expressly confirmed by the provisions of the court order convening the enquiry, exist for the benefit of the Master, the Commissioner, the liquidators, the creditors and other parties that may have an interest in the winding up of Bosasa and, indeed also, the witnesses who co-operate with the enquiry and testify thereat.

76 The Deputy Master appears to have granted consent to Mr Watson to present the section 417 evidence to the Zondo Commission after the Commissioner had refused to do so. It is unclear (but doubtful) whether the Commissioner's prior refusal had been disclosed to the Master when he was approached for his consent. The approach was made by Mr Watson without notice to either the liquidators or the Commissioner. It was also made without notice to the witnesses whose evidence Messrs Watson and Wakeford seek to release into the public domain.

77 The Deputy Master too granted the consent without first engaging (or even notifying) the liquidators, the Commissioner or the witnesses involved.

78 In granting the consent, the Deputy Master clearly did not take account of the secrecy and confidentiality provisions contained in the 1973 Act as well as the court order convening the enquiry, prior to and in issuing the said consent.

79 The Master's decision to issue the consent under these circumstances offends the most fundamental *audi alteram partem* principle, is procedurally and substantively irregular, and the consent itself should be set aside:

79.1 In terms of section 6(2)(c) of the Promotion of Administrative Justice Act ("**PAJA**") on the basis that it was procedurally unfair;

79.2 In terms of section 6(2)(d) of PAJA on the basis that it was influenced by an error of law;

79.3 In terms of section 6(f)(ii) of PAJA on the basis that it is irrational on one or more of the grounds listed in section 6(f)(ii)(aa)-(dd) of PAJA;

79.4 In terms of section 6(h) of PAJA in that the relevant administrative action was taken in such an unreasonable manner that no reasonable person could have so exercised the power or performed the function; and/or

79.5 In terms of section 6(i) of PAJA on the basis that it is otherwise unconstitutional and unlawful.

80 Apart from the aforesaid, the Master's decision is furthermore in the circumstances liable to be reviewed and set aside, and indeed also the consent, in terms of section 151 of the Insolvency Act, 24 of 1936, read with section 339 of the 1973 Act.

81 The liquidators are in the process of preparing and will thereafter issue an application for the review and setting aside of the Master's decision to issue the consent, and the consent itself.

## **ADMISSIBILITY**

- 82 The credibility of Mr Agrizzi is, self-evidently, not a matter of public concern. Insolvency proceedings, by their very nature, are characterised by an inherent public interest element. This recognised public interest element is particularly relevant to the affairs of Bosasa.
- 83 Whilst it is so that the evidence of a witness who gave evidence at such an enquiry is admissible as against that witness, in civil proceedings, the principle does not apply without more to the proceedings before the Zondo Commission.
- 84 First, the evidence of such a witness, against that witness, only becomes available to use in civil proceedings once the Commissioner has issued his report to the Master and the court, upon the conclusion of the enquiry concerned and the commensurate termination of the confidentiality regime otherwise applicable to enquiries in terms of section 417.
- 85 Second, the evidence of such a witness is admissible in civil proceedings against that witness. The mandate of the Zondo Commission is not concerned with civil proceedings against Messrs Agrizzi, Van Tonder, Vorster or Wakeford.
- 86 The section 417 evidence is inadmissible in the proceedings before the Zondo Commission, which the liquidators submit does not exist to resolve underlying skirmishes between, particularly in this case, Messrs Agrizzi, Wakeford and Watson.
- 87 Apart from the aforesaid and at common law, all relevant evidence **which is not rendered inadmissible by an exclusionary rule** is considered admissible in a civil court irrespective of how it was obtained. That rule is, however, not absolute: it is subject to a discretion to exclude **unlawfully obtained evidence**.
- 88 The confidentiality regime imposed upon enquiries in terms of section 417, at common law, exclude admissibility of such evidence, at least until the Commissioner has issued his report on the findings to be made pursuant to the conclusion of the enquiry. Until such

time, the section 417 evidence sought to be introduced by Mr Wakeford remains unlawfully obtained and inadmissible by an exclusionary rule.

89 Third, the liquidators submit that the section 417 evidence should not be admitted prior to the finalisation of their intended review application referred to above.

90 If the section 417 evidence is allowed to be introduced, as Mr Wakeford attempts to do, and the liquidators are ultimately successful in their intended review application, it would render such success and the consequences of a successful review, nugatory and likely adversely affect the status of such evidence then already before the Zondo Commission and the entitlement to place reliance thereon in future.

#### **THE SUBMISSIONS MADE ON BEHALF OF HOLDINGS**

91 Before dealing with the salient points raised in the submissions filed on behalf of Holdings, the liquidators emphasise that the bulk of the submissions advanced on its behalf are impermissibly and inappropriately reminiscent of a personal attack launched against the liquidators.

92 The submissions made on behalf of Holdings depart from the premise that Holdings' entitlement to be present during the section 417 enquiry in respect of Operations is in issue – it is not.

93 The liquidators never objected to a representative of Holdings attending the enquiry – their objection was raised as against the attendance of Mr Watson. It was, and remains, the liquidators' view that Holdings is entitled to be represented at the enquiry and to attend same, not Mr Watson personally. The submission in paragraph 11 of the submissions made by Holdings is factually incorrect.

94 The submissions made by Holdings furthermore do not take cognisance of the SCA's judgment in **Miller**<sup>8</sup> where it was held as follows:

*“[13] I shall now deal with the interdict against Miller contained in para 2 of the order of the court a quo, which precludes him from attending the enquiry and access to the record thereof. Section 417(7) of the Companies Act provides:*

*'Any examination or enquiry under this section or s 418 and any application therefor shall be private and confidential, unless the Master or the Court, either generally or in respect of any particular person, directs otherwise.'*

*The submission on behalf of the applicants was that the interdict was justified because Miller did not have the permission of the Master to perform any of the acts he was interdicted from performing. The answer to this, it seems to me, flows from the provisions of s 418(1)(b) of the Companies Act which provides:*

*'The Master or the Court may refer the whole or any part of the examination of any witness or of any enquiry under this Act to any such commissioner, whether or not he is within the jurisdiction of the court which issued the winding-up order.'*

*In the present matter, the Master referred the whole enquiry to the Commissioner.*

*The order made contains the following paragraph:*

*'The contents of this application and the evidence to be taken at the commission be kept confidential and private and not be disclosed without*

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<sup>8</sup> **Miller and Others v Nafcoc Investment Holding Company Ltd and Others** (324/09) [2010] ZASCA 25; [2010] 4 All SA 44 (SCA) ; 2010 (6) SA 390 (SCA) 2011 (4) SA 102 (SCA) (25 March 2010)

*the prior leave of the Commissioner or the High Court or the Master having first been had and obtained.'*

*The power thus conferred was in my view sufficiently wide to authorise the Commissioner to allow Miller to attend the enquiry and to have access to the record. The Commissioner impliedly exercised the power, well knowing (as appears from the record of the enquiry) that Miller was not one of the joint liquidators, by permitting him to be present at the enquiry. It seems to me not only competent but eminently sensible for the Master, having decided to invoke s 418 and appoint a Commissioner, to delegate to the Commissioner the power of deciding who might be allowed to attend the hearing and have access to the record. Indeed, in such a case I would find it extraordinary if for example every time an attorney wished to have a candidate attorney present, or the liquidators wished to be advised by an accountant or other expert whilst a witness was being examined, that permission for either to attend the enquiry would have to be sought from the Master or the court."*

95 From Holdings' own submissions, the consent sought was circumscribed as follows:

*"4. The purpose of this letter is to specifically request your consent to the release of the evidence/transcripts of evidence of 18 February 2020 and 02 October 2020 obtained during the 417 Enquiry, as listed above, **to hand such evidence over to the attorney of Mr Kevin Wakeford, Teresa Conradie, for the purposes of the utilisation thereof in the Zondo Commission.**"*

96 The consent, however, provides differently. It states that:

*“The Master hereby consents to the disclosure of the evidence/transcript of the 15th February 2020 and 02nd of October 2020 to the sole director of African Global Holdings for purpose of utilization in the Zonda Commission.”*

97 On comparison, the consent itself does not authorise Holdings or Mr Watson **“to hand such evidence over to the attorney of Mr Kevin Wakeford, Teresa Conradie, for the purposes of the utilisation thereof in the Zondo Commission”**.

98 Mr Watson has, nonetheless, proceeded to do so, even before the consent of the Deputy Master was obtained.

99 The fact of the matter is that Mr Watson disclosed the section 417 evidence to Mr Wakeford without the **prior consent** of the court, the Commissioner or the Master and he did so in wilful disobedience of the court order convening the enquiry as well as in contravention of section 417(7) of the 1973 Act.

100 He purported to do so premised on the consent. This is clear from his response to the liquidators’ letter of 7 May 2021 as aforesaid, attached hereto as annexure **M**, wherein the following was stated:

*“3.1 Our client has adhered to the provisions of the Companies Act and Section 417 in particular;*

*3.2 Our client has obtained the permission of the Master, as is required by the Act and by the Court Order to disclose the transcripts of 18 February 2020 and 2 October 2020, and in this regard has disclosed the information relevant to Wakeford being pages 48 to 54 and 230 to 239 of the transcription of 18 February 2020 and pages 260 to 261 of the transcription of 2 October 2020.*

3.3 *This was done in the interest of justice and in particular to place the correct facts before the Zondo Commission; and*

3.4 *Any review application your client wishes to lodge, shall be opposed.”*

101 Apart from the aforesaid, it was furthermore stated as follows on behalf of Mr Watson in the said letter:

“5. *We record that the record of proceedings in the Section 417 Enquiry have been previously released as follows:*

5.1 *Utilizing the evidence/transcript of Mr. Jared Watson, Mr. Daniel Potgieter, Mr. C. S. A. Wolmarans and Mrs. Ungerer in an Affidavit.*

5.2 *The transcription/evidence, in whole, was released to the Investigating Directorate of the National Prosecuting Authority as well as the Asset Forfeiture Unit by the Master, according to your letter dated 13 November 2020.”*

102 In relation to the contentions advanced in paragraph 5.1 of the aforesaid letter:

102.1 The liquidators utilised “the evidence/transcript of Mr. Jared Watson, Mr. Daniel Potgieter, Mr. C. S. A. Wolmarans and Mrs. Ungerer in an Affidavit” in pursuance of their opposition to an (unsuccessful) application by Holdings to place certain of the Bosasa constituents under supervision and for business rescue proceedings to commence in relation to those companies.

102.2 The aforesaid evidence was relied upon by the liquidators to show that the relevant application by Holdings was not a *bona fide* application but an abuse and that the application was without merit.

- 102.3 I point out that the Commissioner consented to use of the aforesaid evidence by the liquidators prior to the filing of the liquidators' affidavits in this litigation.
- 102.4 The evidence used by the liquidators in pursuance of resisting the said application by Holdings, was used in litigation directly relevant to the affairs of Bosasa and concerned the status of the companies in liquidation.
- 102.5 Mr Wolmarans and Ms Ungerer have at all material times provided their assistance to the liquidators.
- 102.6 Mr Potgieter committed suicide before he was to return to the enquiry to continue his testimony, the obvious consequences of which require no elucidation.
- 102.7 The testimony of Mr Watson, a director of Holdings, was used to demonstrate that he, by his own admission, had no prior personal knowledge of the affairs of Bosasa. The evidence was used with the permission of the Commissioner and was directly relevant to the proceedings instituted by Holdings against Operations and the liquidators its affairs and status.
- 102.8 The litigation in which the said evidence was utilised, with the prior permission of the Commissioner, was not concerned with underlying personal skirmishes between individuals previously involved in the affairs of Bosasa.
- 102.9 The reason why Mr Watson requested consent to the use of the section 417 evidence before the Zondo Commission, is to enable Mr Wakeford to cross-examine Mr Agrizzi.
- 102.10 Mr Watson's self-stated purpose has got nothing to do with Bosasa, but rather relates to an underlying skirmish between Messrs Wakeford and Agrizzi.

103 In relation to the contentions advanced in paragraph 5.2 of the aforesaid letter:

103.1 Whilst it is so that certain transcripts/evidence was released to the Investigating Directorate of the National Prosecuting Authority (“**the NPA**”) as well as the Asset Forfeiture Unit (“**the AFU**”) by the Master, such release must be understood in proper context.

103.2 The NPA and the AFU approached the Master with a request that the Master consent to the release of the said evidence.

103.3 The release of the said evidence to the NPA and the AFU is of no material adverse consequence to the witnesses concerned, because such evidence is in any event inadmissible as against those witnesses in criminal prosecutions.

103.4 Regardless, when the Master (and not the Commissioner) issued the consent applied for by the NPA and the AFU, MacRobert addressed a letter to each of the witnesses that gave evidence at the enquiry at that point in time. As an example of such a letter, I attach hereto a copy of the letter addressed to Mr Watson’s attorneys of record on 13 November 2020, as annexure **N**.

103.5 I emphasise that in terms of these letters, MacRobert informed each of the witnesses who had testified at the enquiry at that point in time, as follows:

*“3. On 26 May 2020, we were requested by the Investigating Directorate of the NPA as well as the Asset Forfeiture Unit (AFU) to provide them with access to the record of the liquidation enquiry, currently being undertaken by the provisional liquidators.*

*4. On 23 September 2020, we were informed by the AFU that the Deputy Master of the High Court, Gauteng Division, Pretoria had granted*

*permission and that we were directed to release the record of the enquiry to the NPA.*

**5. *Our clients intend abiding to the directive of the Master of the High Court and the record of the enquiry will therefore be made available to the AFU on 25 November 2020, unless we are provided with a court order, directing otherwise.***

**6. *Kindly acknowledge receipt.***”

103.6 A transparent consultative process was accordingly adopted by the liquidators in order to provide a platform to the affected section 417 witnesses from which they could participate in the disclosure of the subject section 417 evidence to the NPA and the AFU pursuant to the relevant consent issued by the Master.

103.7 Not a single one of the witnesses engaged by the liquidators in this respect raised an objection to the disclosure of the evidence to the NPA and the AFU.

103.8 However, as I have demonstrated above, Mr Agrizzi has formally objected to the disclosure of the section 417 evidence to Mr Wakeford and its use by Mr Wakeford in the proceedings before the Zondo Commission.

104 The reliance by Holdings on the authorities cited in paragraphs 50 and 51 of its submissions is misplaced. This is so for a particular and simple reason. The authorities contemplate that the party “in possession” of the evidence and who intends to use it, must of course have been lawfully placed in possession of the evidence in the first place.

105 The blanket proposition proffered on behalf of Holdings would mean that section 417(7) of the 1973 Act will serve absolutely no purpose and the fallacy in Holdings’ own

submission is exposed by Mr Watson's own requests for consent, first to the Commissioner and thereafter the Master, to disclose the section 417 evidence.

106 Holdings' submission that even if the authority of the Master had not been provided, it would still have been entitled to utilise the section 417 evidence in the proceedings before the Zondo Commission is equally bereft of support. **This is so because it is not Holdings who intends to use the section 417 evidence but Mr Wakeford. This was the very basis upon which Mr Watson sought permission from the Master – Holdings did not intend to utilise the section 417 evidence – Mr Wakeford did.**

107 The reliance placed on the judgment of Acting Justice De Villiers too is out of context, irrelevant for purposes of these proceedings and of no moment to the subject matter of the request for submissions.

108 It is unfortunate that Holdings has sought to introduce this judgment in these proceedings, and the intention behind doing so is a transparent and inappropriate attempt by Holdings to create atmosphere. Moreover, the submissions made and the emphasis sought to be placed on the said judgment are furthermore defamatory and completely inappropriate.

109 The said judgment is, to the knowledge of Mr Watson and Holdings, the subject of an appeal noted against it by the liquidators on no less than 40 grounds of appeal, which grounds include the adverse findings made by the learned judge as against the liquidators and their counsel. The liquidators obtained leave to appeal against the said judgment on a virtually unopposed basis, after the learned judge himself alluded to having erred therein.

110 The judgment by Acting Justice De Villiers was not the first time that unwarranted findings were made against the liquidators by a court *a quo* in the Bosasa-saga. When the SCA overturned such findings on a previous occasion, it materially stated as follows:<sup>9</sup>

*[41] That brings me to the grounds for rejecting the liquidators' contentions in regard to urgency. The relevant passage in the judgment reads as follows:*

*'... if the resolutions are a nullity or unlawful, the control of a business of such magnitude in the hands of liquidators who are at large to do with it as they please, of itself is illustrative of the ongoing irreparable harm which is not only suffered on a daily basis but on an hourly basis. Critical decisions that are not necessarily in the company's best interests can be decided upon. Of course, the liquidators, in the course of administering the estate by selling off its assets, would earn a fee on the tariff which is representative of a percentage of the sale value and may well be very eager to execute their mandate, particularly in an estate as large as this one.'*

*[42] That passage consists of completely unfounded insinuations that the liquidators would not discharge their duties properly under the supervision of the Master and in accordance with the directions of creditors. It ignored the fact that as provisional liquidators their powers were limited and did not extend to doing the things he attributed to them. In this regard it is worth mentioning that the creditors who nominated Mr Murray as liquidator were SARS, which was investigating the tax affairs of Operations and the Group, and Firstrand Bank, together with its*

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<sup>9</sup> Murray and Others NNO v African Global Holdings (Pty) Ltd and Others (306/2019) [2019] ZASCA 152; [2020] 1 All SA 64 (SCA); 2020 (2) SA 93 (SCA) (22 November 2019).

*Wesbank Division, which had claims of some R12 million. The irreparable harm being suffered 'on an hourly basis' was purely speculative, as was the suggestion that critical decisions might be made against the companies' best interests in the period of a week or two needed to enable the liquidators to provide a full answer.*

[43] *Finally there was the unfounded insinuation that the reason for the liquidators' opposition was their own financial interests. The judge returned to this when he dealt with costs. He said that the liquidators should have abided the Court's decision, ignoring the fact that from the outset Holdings sought an order against them personally that they pay the costs of the application, including the costs of two counsel. He went on to say that the interests of creditors did not need protection because the companies were solvent. This in the face of the fact that their solvency was disputed on the papers; had not been the subject of any analysis despite Mr Gumede's extremely tenuous evidence; and when, for the reasons already given, they were commercially insolvent.*

[44] *The judge said that SARS, as the largest creditor and the one that requisitioned for Mr Murray's appointment, would be prejudiced because the amounts due to it would otherwise have been promptly paid. He had no evidence that this was SARS' view. How SARS was to be paid if the banking facilities had been withdrawn in the interim – a fact of which he had not been apprised, because Mr Gumede dealt only with the position at the date of liquidation – was ignored or overlooked. Had he considered, as he should, Mr Murray's report he would have discovered that the FNB facilities had been terminated and the ABSA facilities would be terminated on 18 March 2019 so that restoring the companies to the directors would not result in their being able to trade.*

[45] *Finally the judge returned to his canard that the liquidators were motivated by financial self-interest. He refused to consider Mr Murray's report in the face of submissions that it contained evidence of serious improprieties. He did so on the grounds that it was not under oath, although it had been filed under cover of an affidavit. His conclusion was that their opposition involved a conflict of interest and was a business decision. On that basis he ordered them to pay Holdings' costs personally including the costs of two counsel.*

[46] *There was no justification whatsoever for that order. It is trite that where a court is dealing with someone such as a liquidator coming to court, it is only if there is impropriety on their part that an order to pay costs personally will be made against them. The grounds relied on by the judge were based on speculation and insinuations that verged on the defamatory. I have dealt with it in some detail to make it plain that orders such as this should not be sought and should not be granted on this basis."*

111 Although entirely irrelevant to the subject matter of these representations, the liquidators submit that their appeal against the judgment of Acting Justice De Villiers presents with substantial prospects of success.

112 The submission made in paragraph 72 of Holdings' submission is false.

113 The emphasis placed on the 19 pages of the transcript already disclosed to Mr Wakeford are also of no further moment. Mr Watson himself has made his position clear – he now intends to disclose the entire record of the section 417 evidence on the dates in question.

## **AVAILABILITY TO MAKE ORAL REPRESENTATIONS**

114 Lastly, I point out that the liquidators' legal representatives are available to make oral submissions to the Commission should this be required.

Yours faithfully

PP 

**CA WESSELS**  
**MACROBERT INC**  
nwessels@macrobert.co.za  
Direct telephone number : (012) 425-3487

*n X u*  
*[Signature]*  
16/01/2020  
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**IN THE HIGH COURT OF SOUTH AFRICA  
(GAUTENG LOCAL DIVISION, JOHANNESBURG)**

Case Number: 864/20

In the *ex parte* applicant of:

- C MURRAY N.O.** 1<sup>ST</sup> APPLICANT
- RF LUTCHMAN N.O.** 2<sup>ND</sup> APPLICANT
- T OOSTHUIZEN N.O.** 3<sup>RD</sup> APPLICANT

[In their capacities as duly appointed joint provisional liquidators of African Global Operations Proprietary Limited]

[Master's Reference G. 155/19]

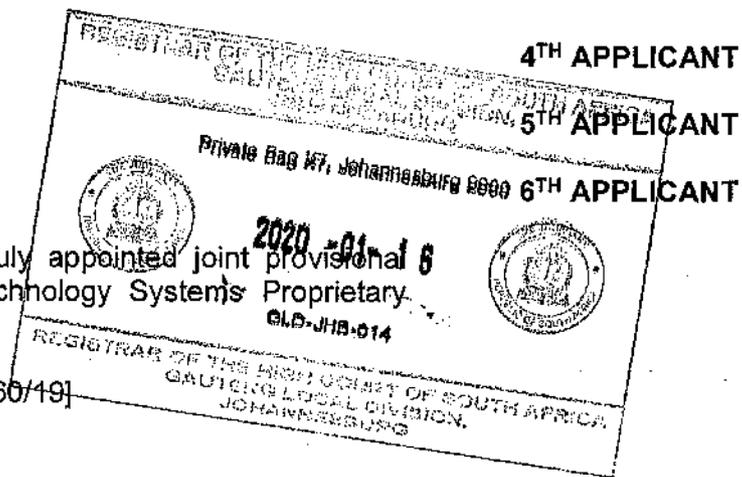
- C MURRAY N.O.** 4<sup>TH</sup> APPLICANT
- RF LUTCHMAN N.O.** 5<sup>TH</sup> APPLICANT
- NAG OMAR N.O.** 6<sup>TH</sup> APPLICANT

[In their capacities as duly appointed joint provisional liquidators of Global Technology Systems Proprietary Limited]

[Master's Reference G. 160/19]

- C MURRAY N.O.** 7<sup>TH</sup> APPLICANT
- RF LUTCHMAN N.O.** 8<sup>TH</sup> APPLICANT
- SM NTSIBANDE N.O.** 9<sup>TH</sup> APPLICANT
- AB OCTOBER N.O.** 10<sup>TH</sup> APPLICANT

[In their capacities as duly appointed joint provisional liquidators of Bosasa Properties Proprietary Limited]



PS

[Master's Reference G. 161/19]

**C MURRAY N.O.** 11<sup>TH</sup> APPLICANT

**RF LUTCHMAN N.O.** 12<sup>TH</sup> APPLICANT

**M BENADE N.O.** 13<sup>TH</sup> APPLICANT

[In their capacities as duly appointed joint provisional liquidators of Rodcor Proprietary Limited]

[Master's Reference G. 164/19]

**C MURRAY N.O.** 14<sup>TH</sup> APPLICANT

**RF LUTCHMAN N.O.** 15<sup>TH</sup> APPLICANT

[In their capacities as duly appointed joint provisional liquidators of Watson Corporate Academy Proprietary Limited]

[Master's Reference G. 158/19]

**C MURRAY N.O.** 16<sup>TH</sup> APPLICANT

**RF LUTCHMAN N.O.** 17<sup>TH</sup> APPLICANT

**D BASSON N.O.** 18<sup>TH</sup> APPLICANT

[In their capacities as duly appointed joint provisional liquidators of On-IT-4 Proprietary Limited]

[Master's Reference G. 157/19]

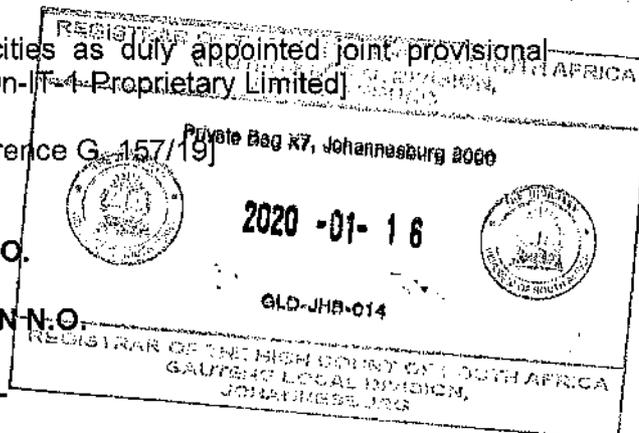
**C MURRAY N.O.** 19<sup>TH</sup> APPLICANT

**RF LUTCHMAN N.O.** 20<sup>TH</sup> APPLICANT

**MB BEGINSEL** 21<sup>ST</sup> APPLICANT

[In their capacities as duly appointed joint provisional liquidators of Bosasa IT Proprietary Limited]

[Master's Reference G. 162/19]



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<b>C MURRAY N.O.</b>	<b>22<sup>ND</sup> APPLICANT</b>
<b>RF LUTCHMAN N.O.</b>	<b>23<sup>RD</sup> APPLICANT</b>
<b>M BECKER N.O.</b>	<b>24<sup>TH</sup> APPLICANT</b>

[In their capacities as duly appointed joint provisional liquidators of Bosasa Supply Chain Management Proprietary Limited]

[Master's Reference G. 159/19]

<b>C MURRAY N.O.</b>	<b>25<sup>TH</sup> APPLICANT</b>
<b>RF LUTCHMAN N.O.</b>	<b>26<sup>TH</sup> APPLICANT</b>
<b>R PARBHOO N.O.</b>	<b>27<sup>TH</sup> APPLICANT</b>
<b>L OPPERMAN N.O.</b>	<b>28<sup>TH</sup> APPLICANT</b>

[In their capacities as duly appointed joint provisional liquidators of Leading Prospects Trading 111 Proprietary Limited]

[Master's Reference G. 154/19]

<b>C MURRAY N.O.</b>	<b>29<sup>TH</sup> APPLICANT</b>
<b>RF LUTCHMAN N.O.</b>	<b>30<sup>TH</sup> APPLICANT</b>
<b>OA NONG N.O.</b>	<b>31<sup>ST</sup> APPLICANT</b>
<b>TH NONYANE N.O.</b>	<b>32<sup>ND</sup> APPLICANT</b>



[In their capacities as duly appointed joint provisional liquidators of Bosasa Youth Development Centres Proprietary Limited]

[Master's Reference G. 163/19]

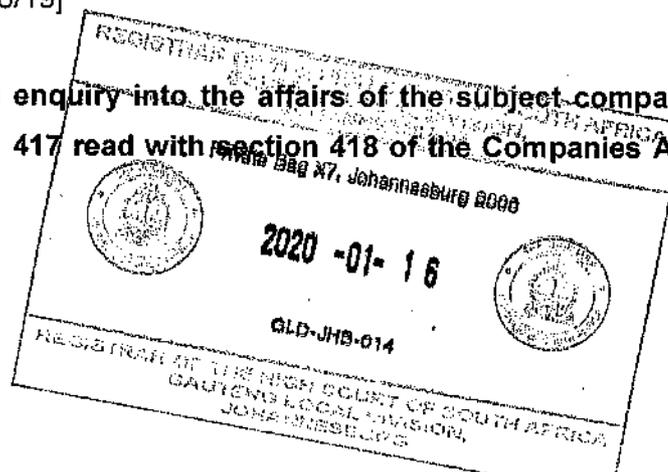
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<b>C MURRAY N.O.</b>	<b>33<sup>RD</sup> APPLICANT</b>
<b>RF LUTCHMAN N.O.</b>	<b>34<sup>TH</sup> APPLICANT</b>
<b>TV ODELL N.O.</b>	<b>35<sup>TH</sup> APPLICANT</b>
<b>G NOKHANDA N.O.</b>	<b>36<sup>TH</sup> APPLICANT</b>

[In their capacities as duly appointed joint provisional liquidators of Black Rox Security Intelligence Services Proprietary Limited]

[Master's Reference G. 156/19]

For leave to conduct an enquiry into the affairs of the subject companies, as contemplated by section 417 read with section 418 of the Companies Act 61 of 1973



**THE FOLLOWING ORDER IS GRANTED AFTER HAVING READ AND CONSIDERED THIS APPLICATION AND AFTER HAVING HEARD COUNSEL FOR THE APPLICANTS:**

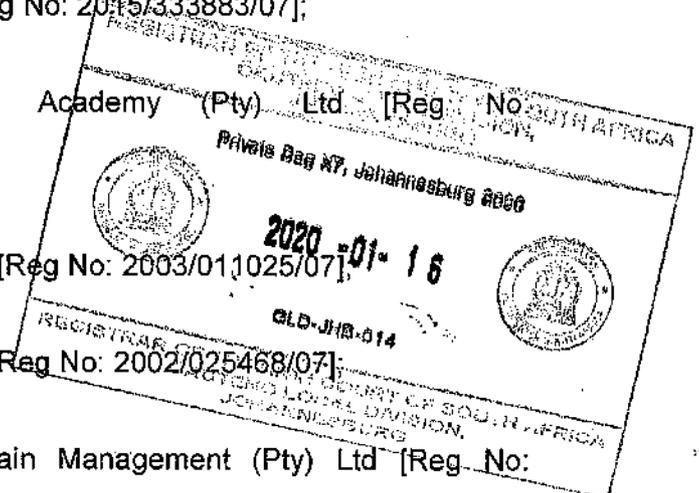
1. The court sanctions the hearing of this application in camera.
2. This matter is heard as one of urgency and the applicants' non-compliance with the uniform rules of court otherwise applicable to time periods and forms of services are hereby condoned in terms of uniform

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rule 6(12). The matter is consequently determined as an urgent application.

3. That the voluntary winding-up of:

- 3.1. African Global Operations (Pty) Ltd [1981/012426/07];
- 3.2. Global Technology Systems (Pty) Ltd [Reg No: 2005/000500/07];
- 3.3. Bosasa Properties (Pty) Ltd [Reg No: 1989/005154/07];
- 3.4. Rodcor (Pty) Ltd [Reg No: 2015/333883/07];
- 3.5. Watson Corporate Academy (Pty) Ltd [Reg No: 2018/012314/07];
- 3.6. On-IT-One (Pty) Ltd [Reg No: 2003/011025/07];
- 3.7. Bosasa IT (Pty) Ltd [Reg No: 2002/025468/07];
- 3.8. Bosasa Supply Chain Management (Pty) Ltd [Reg No: 2002/008442/07];
- 3.9. Leading Prospect Trading 111 (Pty) Ltd [Reg No: 2002/017229/07];
- 3.10. Bosasa Youth Development Centre (Pty) Ltd [Reg No: 2003/002608/07]; and



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3.11. Black Rox Security Intelligence Services (Pty) Ltd [Reg No: 1995/010121/07] ("the Subject Companies");

be converted into a winding-up by the Court, as provided for in terms of Section 346(1)(e) read with Section 347(4) of the Companies Act 61 of 1973.

4. The effective date of the liquidation of the Subject Companies will remain as 14 February 2019.

5. The powers of the applicants are hereby extended, as contemplated in section 386(4) of the Companies Act, 61 of 1973, and that the applicants are hereby granted leave and/or authorised:

5.1. To launch this application in the name of and/or on behalf of the Subject Companies as intended in section 386(4)(a) of the Companies Act, 61 of 1973 and as read with section 388(1) thereof;

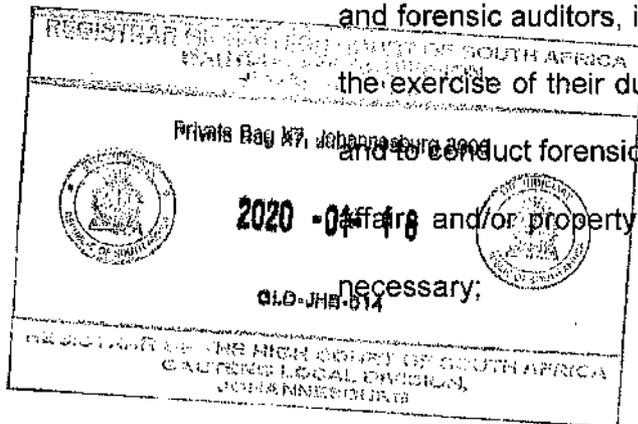
5.2. To appoint legal advisors (including attorneys and counsel) and forensic auditors, if necessary, to assist the applicants in

the exercise of their duties of taking appropriate legal action

and to conduct forensic investigations into the trade, dealings,

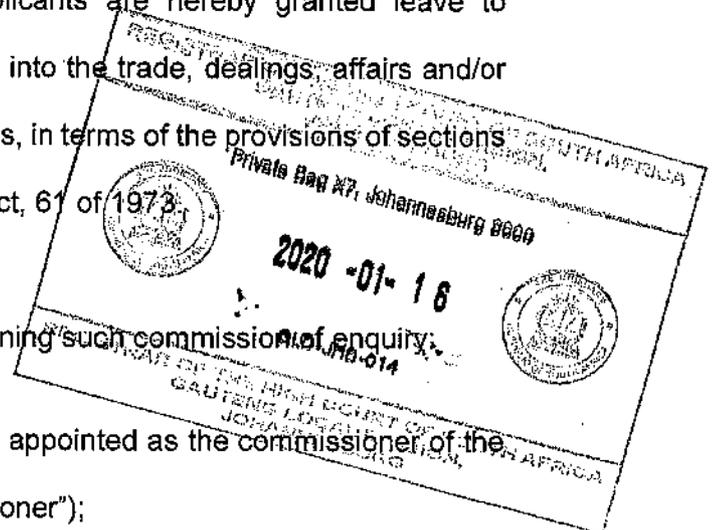
and/or property of the Subject Companies, as and if

necessary;

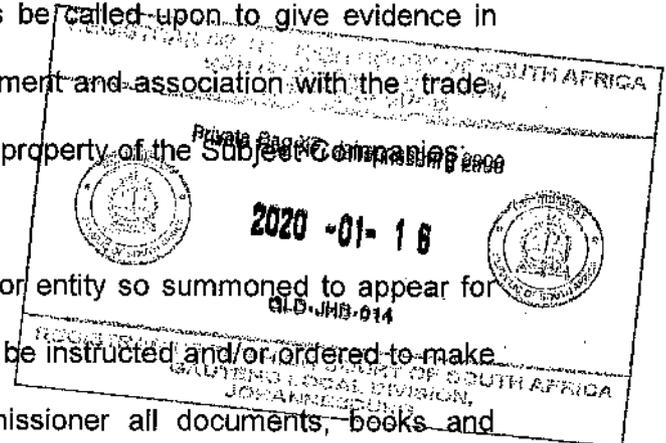


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- 5.3. To enter into a fee agreement with attorneys and counsel and forensic auditors, and/or other professional service providers, as may reasonably be required by the applicants to give effect hereto and/or to execute their duties.
6. In terms of section 388(1) of the Companies Act, 61 of 1973, as read with section 417(1) thereof, the applicants are hereby granted leave to conduct a commission of enquiry into the trade, dealings, affairs and/or property of the Subject Companies, in terms of the provisions of sections 417 and 418 of the Companies Act, 61 of 1973.
7. For the purposes of and/or convening such commission of enquiry:
- 7.1. Justice Meyer Joffe be appointed as the commissioner of the enquiry ("the commissioner");
- 7.2. The commissioner be authorised to issue subpoenas to any person and/or entity to appear before him at the enquiry for the purpose of being examined by the applicants and/or creditors of the Subject Companies or their legal representatives;
- 7.3. The signature of the commissioner will be sufficient for the official authorization of any subpoena issued against any witness for the purpose of the enquiry;



- 7.4. That such persons and/or entities subpoenaed to appear before the commissioner for the purpose as aforesaid be examined before the commissioner at a place and on a date and time determined by the commissioner and that such persons and/or entities be called upon to give evidence in respect of their involvement and association with the trade, dealings, affairs and/or property of the Subject Companies;
- 7.5. That each person and/or entity so summoned to appear for the purposes aforesaid be instructed and/or ordered to make available to the commissioner all documents, books and evidential material in their possession and/or under their control which may contribute to the discovery of assets and/or assist with the investigation into the trade, dealings, affairs and/or property of the Subject Companies;
- 7.6. That the commissioner be directed and instructed to report to the Master of the High Court, Pretoria or Johannesburg ("the Master") in respect of the following, although not limited thereto:
- 7.6.1. The identity of the witnesses who gave evidence before the commissioner;
- 7.6.2. The nature, content and necessity of the evidence of each such witness, the relevance thereof and to which extent the evidence of such witnesses contributed to



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the investigation into the trade, dealings, affairs and/or property of the Subject Companies;

7.6.3. Which assets and/or monies were discovered, if any, through the enquiry and which advantage was derived to the creditors of the Subject Companies as a result thereof; and

7.6.4. Whether any unlawful acts, transgressions and/or any other irregularities were discovered by means of the evidence before the commissioner and whether such matters should be referred to the relevant authority for consideration.

7.7. That the content of this application, the evidence submitted at or during the enquiry and the report of the commissioner be treated as confidential and that such evidence may not be disclosed to any person without the prior written authority of the Master;

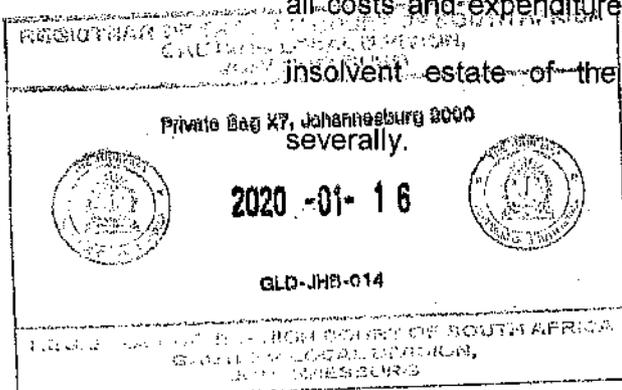
7.8. That the costs of the enquiry, including the costs of the commissioner, the legal representatives for the applicants and

~~all costs and expenditure~~ incidental thereto be borne by the ~~insolvent estate of the~~ Subject Companies, jointly and

severally.

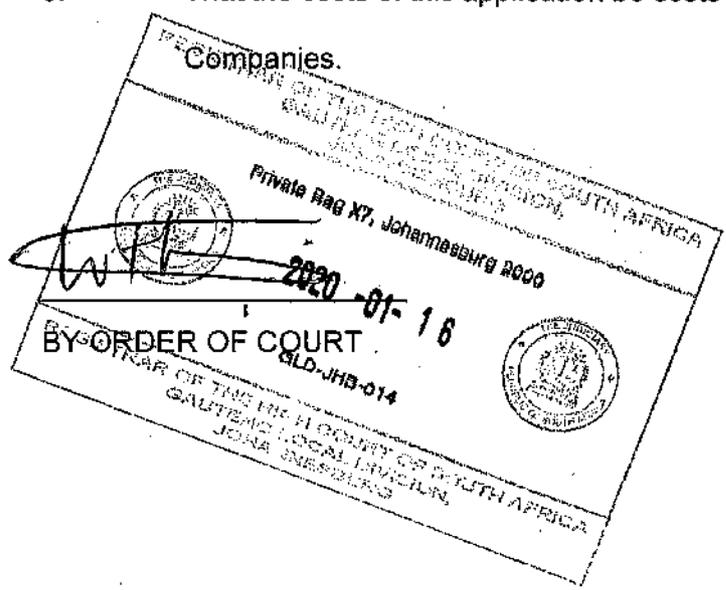
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- 8. That any Order granted herein by the Honourable Court be served on the Master and the Companies and Intellectual Property Commission by hand.
  
- 9. That the costs of this application be costs in the liquidation of the Subject



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provided that to one of the directors of the company.

PRESIDING OFFICER: On the third night you made the recording?

MR WATSON: Yeah, of the 24<sup>th</sup> of August 2019.

PRESIDING OFFICER: And who did you make that available to?

5 MR WATSON: I believe, if I recall correctly, I gave it to Papa Leshabane.

PRESIDING OFFICER: Just spell that for me, please.

MR WATSON: P-A-P-A L-E-S-H-A-B-A-N-E.

ADV LÜDERITZ: Now apart from your late uncle and Mr Leshabane, who else did you engage with?

10 MR WATSON: Exactly at that time, or over the period?

ADV LÜDERITZ: Yes, at the time.

MR WATSON: I can't recall specifically.

ADV LÜDERITZ: So all right, now let's just talk about the content, you referred to the content that you made available.

15 MR WATSON: Those affidavits –

ADV LÜDERITZ: Are you busy recording these proceedings on your cell phone?

MR WATSON: Yes.

ADV LÜDERITZ: Did you ask anybody permission to do that?

20 MR WATSON: I'm recording my own evidence.

ADV LÜDERITZ: You're not permitted to do that. This is a confidential enquiry. Why did you not ask the commissioner permission to make your own recording of these proceedings?

MR WATSON: I record all my meetings.

25 ADV LÜDERITZ: Did you tell anybody that you're recording these

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proceedings?

MR WATSON: No, I didn't.

ADV LÜDERITZ: Why do you do so secretly then?

MR WATSON: I am recording my evidence.

5 ADV LÜDERITZ: Well, you switch off that recording right here and right now.

MR WATSON: Am I not allowed to record my evidence?

10 ADV LÜDERITZ: There is an official recording of these proceedings, these proceedings are confidential. Your evidence in these proceedings is confidential, you are not entitled to discuss your evidence with any party outside of these proceedings, now please switch off your recording.

MR WATSON: Commissioner, is that the ruling of yourself?

PRESIDING OFFICER: The hearing is confidential.

15 MR WATSON: From my reading of the Act, I'm not aware that I'm not allowed to record myself or that I'm not allowed to discuss my giving evidence here at all.

20 PRESIDING OFFICER: I will read the section to you so that you can have no difficulty with that. The court order convening this meeting provides as follows, it says that the content of this application (that is the application that gave rise to the order in terms of which this enquiry was convened):

25 *The evidence submitted at or during the enquiry and the report of the commissioner be treated as confidential and that such evidence may not be disclosed to any person without the prior written authority of the Master.*

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MR WATSON: Does that not pertain to the people within the enquiry itself, or does that pertain to me as well?

PRESIDING OFFICER: No, it pertains to you as well.

MR WATSON: Okay, so I'm not allowed to discuss the contents of this  
5 enquiry at all?

PRESIDING OFFICER: With anybody, and that would include the recording.

MR WATSON: Okay.

ADV LÜDERITZ: Mr Watson, we were dealing with the content that you were  
disclosing to Mr Watson and Mr Leshabane; what exactly  
10 is it that you disclosed to Mr Watson?

MR WATSON: I provided him with the content that I had received.

ADV LÜDERITZ: In other words the affidavit.

MR WATSON: Affidavits, amongst other documents.

ADV LÜDERITZ: What else did you provide him?

15 MR WATSON: I was also given – I don't know how you would refer to it, but court orders or court summaries, or whatever the case is, on certain employees within the company.

ADV LÜDERITZ: Who were they?

MR WATSON: The one was Louis Passano, it was –

20 PRESIDING OFFICER: Sorry, just before you go on, in terms of the Act:

*Any person who has given evidence under the section is entitled, at his cost, to a copy of the record of his evidence.*

25 So if at the end of your evidence you require a copy then you will inform the relevant party who is making the

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you not to have signed the electronic fund transfer request had it come to your attention because the invoice did come to your attention and you signed it.

MR BONIFACIO: Yes, sir, I concur.

5 PRESIDING OFFICER: Is that true?

MR BONIFACIO: Yes, I agree.

PRESIDING OFFICER: You would have?

MR BONIFACIO: I agree.

PRESIDING OFFICER: Then we understand each other. Thank you, Mr Lüderitz.

10 MR BONIFACIO: Except, Mr Chair, I didn't request the payment, so this form wouldn't have looked like this. If this had come ... If I had prepared this, this would have been requested by Mr G Watson, not me.

15 ADV LÜDERITZ: Mr Commissioner, I just want to place on record, I note that Mr Jared Watson is communicating on his cell phone whilst these proceedings are being conducted and I will ask you to remind Mr Watson that these proceedings are private and confidential and that the evidence given in these proceedings may not be discussed or disclosed to any party  
20 outside of these proceedings.

MR JARED WATSON: Commissioner, if I can just also place on record, I am not doing so. I have been on my phone, as I was yesterday as well and as the liquidators have been themselves, if I'm correct, and he has raised no such objection to the  
25 liquidator that he represents being on her phone. I don't

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see why this should be such an obscure event.

ADV LÜDERITZ:

I'll just ask that it be placed on record and I'm asking you to caution Mr Watson and to remind him that the proceedings are private and confidential. The liquidators are acutely aware of their obligations under the Act.

5

MR JARED WATSON:

Commissioner, I will accept that, as I have previously, which Mr Lüderitz knows, so he's making a special attempt here to suggest something about myself. I am on record. He has been aware of all the evidence that has been, or rather aware of all the documentation that has passed hands between us where I gave an undertaking to preserve the privacy and confidentiality. I have even been in communication with yourself, Mr Commissioner, of which you are aware, where I've specifically requested certain parts of the evidence be provided to me and I have honoured your decision in that regard, so I am fully aware of the privacy and confidentiality, as I have indicated on numerous occasions previously.

10

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PRESIDING OFFICER: Are you finished?

20 MR JARED WATSON: Yes. Apologies.

PRESIDING OFFICER: If anybody is using their mobile phones to communicate with people during the course of this enquiry, it is a matter of grave disrespect to me as the commissioner of this enquiry. I do not want people to be using their phones or any other electronic media during the course of the enquiry

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5 other than if it's to look at information relevant to the enquiry, I have no difficulty, but for sending and receiving messages, it's a matter of grave disrespect to me and I want it to stop and I repeat to all the participants that these proceedings are conducted in strict confidentiality. Please proceed, Mr Lüderitz.

► **Mr Bonifacio warned for 23 March 2021 at 9:30**

10 ADV LÜDERITZ: Thank you. Mr Bonifacio, we will need to of course consider the documents that you've made available to the commission and we will then continue with your examination. We will ask the commissioner to excuse you from attendance and to return to these proceedings on the 23<sup>rd</sup> of March 2021.

MR BONIFACIO: No problem.

15 ADV LÜDERITZ: Does that date suit you?

MR JARED WATSON: Excuse me, Mr Commissioner, if you would not mind, I wouldn't mind asking a number of, not a number, a couple of questions if you deem them appropriate.

PRESIDING OFFICER: Mr Lüderitz, do you have any objection?

20 ADV LÜDERITZ: I have no objection, Mr Commissioner.

MR BONIFACIO: Mr Lüderitz, may I ask you for a piece of paper so that I can make a note of the date?

PRESIDING OFFICER: Mr Goodes, do you have any objection?

MR GOODES: I have no objection, Mr Commissioner.

25 MR JARED WATSON: Mr Bonifacio, okay, if I can just ask –

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ADV WITZ: We have dealt with that in your absence with the judge.

MR AGRIZZI: Okay.

ADV WITZ: Yes, so we're happy to provide it, Judge, maybe if we can  
5 just give it to the attorneys, or unless you want it actually on  
the actual record, but we're happy to give it to the attorneys  
straightaway.

ADV LÜDERITZ: It's not necessary that it be placed on record, for so long as  
the detail is provided to the attorneys and subject to the  
10 confidentiality regime that governs these proceedings of  
course.

PRESIDING OFFICER: Yes. Well, I repeat that these proceedings are secret  
proceedings and the contents of what occurs in these  
proceedings should not be revealed to any third party and  
more to the press, if they are not a third party, and the  
15 parties should handle themselves with care in this regard,  
because a lot of sensitive information is disclosed and it  
may or may not be correct. So I request the parties to all  
persons present in the enquiry or who have access to the  
information not to disclose it to third parties.

20 ADV WITZ: Thank you, Judge.

PRESIDING OFFICER: Yes, so you will make available –

ADV WITZ: We will make it available to Mrs Wessels or to Ms Chinner.  
We'll do it now as we adjourn.

PRESIDING OFFICER: I think you should do it before we adjourn, ...

25 ADV WITZ: Yes, I can do it now.

'E'

**From:** Jared Watson <[3rdbrother@gmail.com](mailto:3rdbrother@gmail.com)>  
**Sent:** Monday, 03 May 2021 13:27  
**To:** Teresa Conradie <[teresac@motcon.co.za](mailto:teresac@motcon.co.za)>  
**Cc:** Adv R Willis <[willisr@law.co.za](mailto:willisr@law.co.za)>; Kevin Wakeford <[kevin@wakefordenterprises.co.za](mailto:kevin@wakefordenterprises.co.za)>  
**Subject:** REGARDING YOUR REQUEST FOR ACCESS TO 417 ENQUIRY TRANSCRIPTS

Dear Ms Conradie

Our recent discussions refer, and in this regard I repeat as follows;

As you are aware, I am a director of African Global Holdings formerly known as Bosasa Holdings.

A 417 enquiry into trade, dealings and affairs of Bosasa commenced in 2020 and the last day of hearings was on 12 March 2021 with no further appearances planned.

By virtue of my position I am in possession of the transcripts of the proceedings.

In these proceedings Agrizzi and Vorster tendered evidence that contradicts what was tendered at the State Capture Commission regarding your client Kevin Wakeford, and Andries van Tonder tendered evidence that supported your clients representations.

I am not personally at liberty to publish these documents generally, however I believe it is in the public interest and concern that this content be known.

In this regard the rules of the Commission afford the Chairperson the right to request these documents from me, with rule 10.1 stating;

10.1. In terms of section 3(1) of the Commissions Act, read with Regulation 10(6), the Chairperson may summon any person to produce a document in his or her possession or under his or her control which has a bearing on the matter being investigated.

As such, if provided with a rule 10.1 summons by the Chairperson I will happily provide all transcripts from the 417 Enquiry to them, however I do require this summons to follow the correct protocol.

I trust you find the above in order.

Kind regards

Jared Watson

(5)

**MacRobert**  
Attorneys

(Incorporated No. 1978/004994/21)

MacRobert Building  
1060 Jan Shoba Street  
Brooklyn Pretoria RSA  
Private Bag X18 Brooklyn Square 0075  
Docax 43 Pretoria

GPS Co-ordinates: S 25° 48' 2.28", E 28° 14' 10.68"  
law@macrobert.co.za www.macrobert.co.za  
Pretoria Tel +27 12 425 3400  
Fax +27 12 425 3600

Other Branches:

Johannesburg Tel +27 10 110 8699 Fax +27 86 575 7609  
Cape Town Tel +27 21 464 2400 Fax +27 86 582 8478  
Durban Tel +27 31 001 8605 Fax +27 86 550 4286

Goodes and Co Attorneys

For attention: Mr G Goodes

By email: [george@goodesco.co.za](mailto:george@goodesco.co.za)  
[zherselman@gsinc.co.za](mailto:zherselman@gsinc.co.za)

and

Mr J Watson

By email: [3rdbrother@gmail.com](mailto:3rdbrother@gmail.com)

YOUR REF:

OUR REF:  
**C A Wessels/Lbn**  
**00046040**

DATE:  
**7 May 2021**

Dear Sir

**RE: ENQUIRY IN TERMS OF SECTIONS 417 AND 418 OF THE COMPANIES ACT 61 OF 1973:  
J WATSON**

1 We refer to:

1.1 the pending enquiry in terms of sections 417 and 418 of the Companies Act 61 of 1973 ("the 1973 Act") into the affairs of African Global Operations (Pty) Ltd (in liquidation) and its subsidiaries which, together with it, previously constituted the Bosasa Group of Companies ("the 417 enquiry"); and

1.2 the pending proceedings before the Zondo Commission of Enquiry into Allegations of State Capture ("the Zondo commission").

2 It was made clear during your testimony before the 417 enquiry and also during the testimony of other witnesses who testified thereat, that the proceedings before the 417 enquiry are private

 **MERITAS**  
LAW FIRMS WORLDWIDE  
Member

Conveyancers Notaries & Trade Mark Agents

Your strategic partner at law

**Directors** GP van der Merwe (Chairman) SM Jacobs CA Wessels N Caine J Albertse S van der Merwe KM Greig JA Erasmus JD van Broekhuizen CN Groenewald AS van Niekerk E Gani KC Cameron JC Jansen van Rensburg JB Mayaba J Naidoo A Aberder K Zylbrands KM Thomas FA Dreyer T Booysse DT Vraagom RM Masolo K Sehanka MG Moshoesheo K Tumba Diong  
**Consultants** DE Pfaff T Charters NA Jense van Rensburg S Hayet C Pepemans LM Mahlangu  
**Senior Associates** M Naude E Deppe C Le Roux T Rengacas N Rancharan E Ward JS Uys KF Usauph H Verwey W Gani T Pharo T Nwedamutsu M Brookes A Dhanuk T Maritz  
**Associates** Ml Dube V Mbhele T Mclaba R Chinner KJ Francis AG Clula U Ramallo S Mhlongo M Molotsi N Dembitzer J Jooste

and confidential and that the evidence procured pursuant thereto (whether it be oral or documentary evidence) is secret, confidential and may not be disclosed or used without the prior permission of the Court, the Master or the Commissioner.

- 3 We have been instructed that during the morning of 6 May 2021 and from the evidence that was sought to be tendered by Mr Wakeford at the Zondo commission, it became apparent that you had unlawfully disclosed the transcripts of the evidence tendered at the 417 enquiry to Mr Wakeford and possibly also other parties, in breach of the provisions of section 417(7) of the 1973 Act ("**the disclosure**").
- 4 To the extent that you may want to rely on the purported consent obtained from the Master on 6 May 2021 ("**the consent**") in order to justify your conduct, such consent does not suffice *inter alia* as it was only procured, unlawfully, after the disclosure had been made.
- 5 Our clients have considered the purported consent and have formed the view that the circumstances under which it was purportedly extended to you render the decision by the Master unlawful, procedurally irregular and consequently reviewable and liable to be set aside, on a number of reasons and grounds.
- 6 Our instructions are to forthwith pursue the judicial review and setting aside of the Master's decision to grant you the consent and, as such, also the commensurate setting aside of the consent itself.
- 7 Our clients hereby call upon you to forthwith:
  - 7.1 unconditionally and irrevocably abandon the consent in writing and to address such written abandonment of the consent to the Master, our clients, the Commissioner appointed to preside over the 417 enquiry and the registrar of the Zondo commission ("**the abandonment**");
  - 7.2 unconditionally and irrevocably undertake in writing to not act in any respect in pursuance of the consent purportedly granted to you by the Master and that you will forthwith return all

and any evidence in your possession emanating from the 417 enquiry ("**the first undertaking**");

7.3 confirm in writing to our clients the identity and full contact particulars of each and every individual to whom you disclosed evidence emanating from the 417 enquiry, by no later than close of business on Friday, 7 May 2021 and undertake in writing that you will, in fact, do so ("**the second undertaking**").

8 Our clients demand that you furnish them with the written abandonment, the first undertaking and the second undertaking by 16h00 today, 7 May 2021, failing which our clients have instructed us to pursue the necessary legal action, urgent and/or otherwise, against you under the circumstances.

9 We also, at this early stage, already emphasise that our instructions are to pursue an adverse punitive cost order against you in the event that our clients are necessitated to resort to formal legal action against you.

10 Our clients look forward to your timeous response and co-operation.

Yours faithfully

  
MACROBERT INC  
C A WESSELS  
[nwessels@macrobert.co.za](mailto:nwessels@macrobert.co.za)  
Direct telephone number : (012) 425-3487

'G'

**MacRobert  
Attorneys**

Incorporated No. 1978/004694/21

MacRobert Building  
1060 Jan Shoba Street  
Brooklyn Pretoria RSA  
Private Bag X18 Brooklyn Square 0075  
Docex 43 Pretoria  
GPS Co-ordinates: S 25° 46' 2.28", E 28° 14' 10.68"  
law@macrobert.co.za www.macrobert.co.za  
Pretoria Tel +27 12 425 3400  
Fax +27 12 425 3600

**JUDGE MEYER JOFFE**By email: [mmj@mwebbiz.co.za](mailto:mmj@mwebbiz.co.za)

Other Branches:  
Johannesburg Tel +27 10 110 9699 Fax +27 86 575 7609  
Cape Town Tel +27 21 464 2400 Fax +27 86 582 6478  
Durban Tel +27 31001 8905 Fax +27 86 550 4286

YOUR REF:

OUR REF:  
**C A Wessels/Lbn  
00046040**

DATE:  
**7 May 2021**

Dear Judge Joffe

**RE: AFRICAN GLOBAL OPERATIONS (PTY) LTD – ENQUIRY IN TERMS OF SECTION 418 READ WITH SECTION 417 OF THE COMPANIES ACT, 61 OF 1973**

1. We refer to the abovementioned matter and confirm that during the evidence by Mr Wakeford at the Zondo Commission yesterday, it became apparent that Mr J Watson had unlawfully disclosed the transcript of the evidence tendered at the 417 enquiry.
2. We enclose herewith a copy of a letter sent to Mr Jared Watson, relevant to the proceedings before the Zondo Commission on 6 May 2021.

Yours faithfully

**MACROBERT INC****C A WESSELS***(Not signed, sent electronically)*[nwessels@macrobert.co.za](mailto:nwessels@macrobert.co.za)

Direct telephone number : (012) 425-3487



Conveyancers Notaries &amp; Trade Mark Agents

Your strategic partner at law

**Directors** GP van der Merwe (Chairman) SM Jacobs CA Wessels N Caine J Albertse S van der Merwe KM Greig JA Erasmus JD van Broekhuizen CN Groenewald AS van Niekerk L Gani KC Cameron JC Jansen van Rensburg JB Mayaba J Naidoo A Abardor K Zybrands KM Thomas FA Dreyer T Booyse DT Vraagom RM Masolo K Sehanka MG Moshoeshoe X Tumba Diong  
**Consultants** DE Pfaff T Chartars NA Janse van Rensburg S Hayat C Pepermans LM Mhlangu  
**Senior Associates** E Deppa C Lo Roux T Rengacas N Ramcharan E Ward JS Uys KF Usauph H Varwey W Gani T Pharo T Nwedamutsu M Brookes  
**Associates** M Naude A Dhanuk T Mantz MI Dube CV Limberg V Mhhele T Molaba R Chinner KJ Francis AG Dula U Ramallo S Mhlangu

'H'



**GOODES & SEEDAT INC  
ATTORNEYS**

222 Rivonia Road  
Entrance via: 1 Michelle Street  
Block A, Ground Floor,  
Morningside Close Office Park,  
Morningside, Sandton 2196

PO Box 2061, Randburg 2125

Docex 61, Randburg

Tel: +27 (0)11 656 1452

Fax: +27 (0)11 656 1453

www.gsinc.co.za

DATE: 17 August 2020

THE HONOURABLE RETIRED JUDGE JOFFE

ACTING AS THE DULY APPOINTED COMMISSIONER  
IN THE SECTION 417 ENQUIRY OF AFRICAN  
GLOBAL OPERATIONS (PTY) LTD

PER EMAIL:  
[mmj@mwebbiz.co.za](mailto:mmj@mwebbiz.co.za)

Your Reference: C A  
Wessels/Lbn/00046040

Our Reference:  
Mr GS Goodes/zh/MAT1789

Email: [zherselman@gsinc.co.za](mailto:zherselman@gsinc.co.za)

Dear Judge Joffe,

**PRIVATE AND CONFIDENTIAL**

**RE: AFRICAN GLOBAL OPERATIONS (PTY) LTD (IN LIQUIDATION) : ENQUIRY  
IN TERMS OF SECTION 417 AND 418**

1. We refer to the above matter.
2. As you are aware, we represent African Global Holdings (Pty) Ltd and the directors thereof.
3. It is our instructions that:
  - 3.1. Pursuant to your Ruling received by ourselves on 29 July 2020, our client was afforded the right of attendance, and cross examination at the enquiry in terms of section 417 and 418 into the trade, dealings and affairs of the African Global group.
  - 3.2. You further stipulated in paragraph 26 of your Ruling that should our client wish to obtain the transcripts of the proceedings at the enquiry, they would have to tender the costs of obtaining such transcripts and to confirm that they would

**DIRECTORS: G.S. GOODES (B.PROC) | A. SEEDAT (LLB)**

Consultant: H.E. van der Walt (B.Proc) • Associate: N. Pillay (B.A Law, LLB) • Candidate Attorneys: L. van Lingen, Z.A. Mvubelo, Z. Herselman

**GOODES AND SEEDAT INCORPORATED [Reg. No. 2012/184225/21]**

maintain the privacy and confidentiality of the enquiry as contained in the transcripts.

- 3.3. Our client provided such undertaking to the provisional liquidators on 30 June 2020, and requested that the transcripts of the enquiry thus be provided, which transcripts were then subsequently received.
- 3.4. On 17 March 2020 the High Court (Gauteng Local Division) varied paragraph 7.7 of the original order of 16 January 2020 granting leave to conduct the commission of enquiry in terms of section 417 and 418, whereby the effect of the variation was to provide for the consent to the disclosure provided for in paragraph 7.7 to be given by the court or the Commissioner in addition to the Master.
- 3.5. The consent of the Commissioner was subsequently sought for the disclosure of evidence obtained at the enquiry by one of the provisional liquidators of the companies subject to the enquiry, Mr Cloete Murray.
- 3.6. Here Mr Murray effectively requested the right to disclose the transcripts of the evidence of Mr CJA Wolmarans, Ms L Ungerer, Mr D Potgieter and our client Mr J Watson, the result being that the privacy and confidentiality provisions relevant to the evidence given at the enquiry would be rendered nugatory.
- 3.7. This request was consented to by yourself on 23 March 2020. No notification or consent was required of the parties of whose evidence was to be used in the fulfilment of this request.
- 3.8. In the reading of the transcripts of the enquiry provided to our client by the provisional liquidators, it has come to our client's attention that certain testimony given by witnesses at the enquiry, namely Angelo Agrizzi and Andries van Tonder, on 18 February 2020 conflicts with evidence given by Mr Agrizzi and Mr Frans Vorster at the Judicial Commission of Inquiry into State Capture, commonly referred to as the Zondo Commission.
- 3.9. This information primarily relates to Mr Kevin Wakeford, who has been afforded the right to cross-examine Mr Agrizzi and Mr Vorster at the Zondo Commission, and his relationship with African Global, SARS and the Department of Home Affairs, which are issues currently before the Zondo Commission and which will shed light on the versions of Mr Wakeford, Mr Agrizzi and Mr Vorster before the Zondo Commission.

- 3.10. The evidence is relevant to the Zondo Commission in relation to the facts on which allegations are premised against Mr Wakeford as well as to Mr Wakeford's credibility.
- 3.11. Our client, was previously requested by Mr Wakeford to provide documentation and representations to him, and therein our client was made privy to the evidence given by Mr Agrizzi and Mr Vorster about Mr Wakeford to the Zondo Commission, both in their evidence publicly as well as confidential evidence subsequently provided to the Zondo Commission.
- 3.12. The rules of the Zondo Commission preclude our client from breaching the privacy and confidentiality of this evidence provided, and hence it is not provided within this request.
- 3.13. Our client would like to request of yourself the same privilege previously afforded to Mr Murray; the right to be able to provide the transcript of the proceedings of 18 February 2020 to the investigators of the Zondo Commission, as it may demonstrate perjury of Mr Agrizzi at either the Zondo Commission or alternatively the 417 enquiry before yourself. This transcription will also be provided to the legal representatives of Mr Agrizzi and Mr van Tonder, as well as the Zondo Commission's legal team.
- 3.14. The purpose will be for the Zondo Commission's Investigation and/or Legal Team to assess the truthfulness of evidence Mr Agrizzi has put before it.
4. We trust you find the above in order and await your urgent reply.

Yours faithfully,

  
**GOODES & SEEDAT INC.**  
**PER: MR GS GOODES**

'I'

**Meyer Joffe**

---

**From:** Meyer Joffe <mmj@mwebbiz.co.za>  
**Sent:** Thursday, August 27, 2020 3:24 PM  
**To:** 'George Goodes'  
**Cc:** 'Zane Herselman'  
**Subject:** AFRICAN GLOBAL OPERATIONS (PTY) LTD (IN LIQUIDATION) : ENQUIRY IN TERMS OF SECTION 417 AND 418 ENQUIRY

Dear Mr Goodes

Your letter sent to me as an attachment to an email dated 17 August 2020 and your subsequent letter and email dated 24 August 2020 refers.

In your letter you refer to an application by Mr Murray (one of the provisional liquidators of African Global Operations (Pty) Ltd) to utilise certain evidence that had been tendered before me at the enquiry, in an affidavit to be deposed to on behalf of the liquidators.

As I understand your letter neither your client nor its directors have been afforded the right to cross-examine any witness who has testified at the Zondo commission. Please advise if the sole purpose for which your client requires the relief sought is for the documents to be placed before the investigators of the Zondo commission. If this is not the sole purpose, please advise for what purpose your client requires the relief sought.

Finally, please identify the evidence tendered on 18 February 2020, which forms the subject of your client's application.

Kind regards

Meyer Joffe  
Retired Judge  
Tel: (011) 783-8176  
Mobile: 082-352-2921  
E-mail: [mmj@mwebbiz.co.za](mailto:mmj@mwebbiz.co.za)

'J'



**GOODES & SEEDAT INC**  
ATTORNEYS

222 Rivonia Road  
Entrance via: 1 Michelle Street  
Block A, Ground Floor,  
Morningside Close Office Park,  
Morningside, Sandton 2196

PO Box 2061, Randburg 2125

Docex 61, Randburg

Tel: +27 (0)11 656 1452

Fax: +27 (0)11 656 1453

[www.gsinc.co.za](http://www.gsinc.co.za)

DATE: 28 August 2020

Your Reference:  
Honourable Retired Judge Joffe

**THE HONOURABLE RETIRED JUDGE JOFFE**

Our Reference:  
MR GS GOODES/zh/MAT1789

**ACTING AS THE DULY APPOINTED  
COMMISSIONER IN THE SECTION 417 ENQUIRY  
OF AFRICAN GLOBAL OPERATIONS (PTY) LTD**

[zherselman@gsinc.co.za](mailto:zherselman@gsinc.co.za)

PER E-MAIL:  
[mmj@mwebbiz.co.za](mailto:mmj@mwebbiz.co.za)

Dear Judge Joffe,

**RE: AFRICAN GLOBAL OPERATIONS (PTY) LTD (IN LIQUIDATION) : ENQUIRY IN  
TERMS OF SECTION 417 AND 418**

1. We refer to the above matter as well as your e-mail correspondence received on 27<sup>th</sup> August 2020, for which we thank you.
2. It is our instruction that:
  - 2.1. It is correct that our clients have not been afforded the right to cross-examine any witness who has testified at the Zondo commission.
  - 2.2. Our Clients were requested to provide information relevant to the cross-examination of Mr Agrizzi by Mr Kevin Wakeford and the leading of evidence of Mr Wakeford at the Zondo Commission.

**DIRECTORS: G.S. GOODES (B.PROC) | A. SEEDAT (LLB)**

**Consultant: H.E. van der Walt (B.Proc) • Associates: N. Pillay (B.A Law, LLB), M.T. Mpete (LLB) • Candidate Attorneys: Z.A. Mvubelo, Z. Herselman**

**GOODES AND SEEDAT INCORPORATED [Reg. No. 2012/184225/21]**

- 2.3. Upon our Client reading the transcript of the testimony tendered before you on 18 February 2020, it came to our Clients' attention that the transcript demonstrates contradictions in the evidence placed before the Zondo Commission by Mr Agrizzi, and possible perjury in his evidence placed either before the Zondo Commission or alternatively the commission over which you preside.
- 2.4. This is relevant information to the Zondo Commission, and our Clients' sole purpose in requesting the relief sought, is to supplement the information it has already provided for Zondo Commission, and he intends to provide this information to the Zondo Commission's Investigation Team, as well as the legal teams of Mr Agrizzi and Mr Wakeford as being the parties involved in this part of the investigation.
- 2.5. Specifically the relief sought is to provide these parties with pages 31 to 33 as well as pages 49 to 72 from the transcript of 18 February 2020, being the sections in which matters between Mr Agrizzi and Mr Wakeford relate.
3. We trust you find the above in order and await your urgent responses herein.

Yours faithfully,

*GS Goodes*  
**GOODES & SEEDAT INC.**  
**PER: MR GS GOODES**

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Page 1 of 5

**COMMISSION OF ENQUIRY IN TERMS OF SECTIONS 417 AND 418 OF THE COMPANIES ACT 61 OF 1973 (AS AMENDED) AS READ WITH SCHEDULE 5(9) TO THE COMPANIES ACT 71 OF 2009 CONVENED BEFORE COMMISSIONER RETIRED JUDGE MM JOFFE**

**IN THE MATTER OF AFRICAN GLOBAL OPERATIONS PROPRIETARY LIMITED (IN LIQUIDATION) IN RE AFRICAN GLOBAL HOLDINGS PROPRIETARY LIMITED ("HOLDINGS") AND THE DIRECTORS THEREOF.**

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### **RULING**

---

1. On 16 January 2020 an order was granted in the High Court (Gauteng Local Division). The order was granted on the application of the provisional liquidators of African Global Operations Proprietary Limited and ten other companies ("the subject companies"). In terms of the order leave was granted to conduct a commission of enquiry in terms of sections 417 and 418 of the Companies Act, 61 of 1973 into the trade, dealings, affairs and/or property of the subject companies." In terms of paragraph 7.1 of the order I was appointed as the commissioner of the enquiry.
2. Paragraph 7.7 of the order provided that the content of the application, the evidence submitted at or during the enquiry and the report of the commissioner may not be disclosed to any person without the prior written consent of the Master.
3. In 17 March 2020 the same court as that referred to in paragraph 1 above, varied paragraph 7.7 of the order of 16 January 2020. The effect of the variation was to

provide for the consent to the disclosure provided for in paragraph 7.7 to be given by the court or the commissioner in addition to the Master.

4. The enquiry has sat for a number of days and a large amount of evidence has been led. This evidence has been recorded and a transcript of the evidence is available
5. On 29 June 2020 I received a letter from Goodes & Seedat Inc. stating that they act on behalf of Mr Jared Watson ("Watson") who it is stated in the aforesaid letter is a director of Holdings. The identity of the other directors of Holdings is not disclosed in the letter. The letter relates to the enquiry. The letter concludes with a request for a ruling in the following terms:
  - 5.1 That the Honourable Commissioner confirm our Client's right, as well as that of a legal representative to attend the enquiry going forward; and
  - 5.2 That our client be provided with a list of all transcripts of all parties who have already attended the enquiry; and
  - 5.3 That our client be provided with all witnesses due to attend in future and on what date they will appear; and
  - 5.4 That our client be provided with an opportunity to ask relevant questions of any witnesses at the enquiry."
6. The relief sought by Watson was opposed by the provisional liquidators.
7. On 20 July 2020 I made a ruling on Watson's application. In so far as it is relevant to the present matter I ruled, inter alia, that Holdings had the right to attend the enquiry and ask questions of witnesses. I added that should Watson contend that he represents Holdings he would have to establish that he is duly authorised to do so. In so far as access to the transcript of the enquiry in respect of witnesses who had already testified at the enquiry, I ruled that I required written undertakings by Holdings and its directors and staff, to whom the transcripts would be disclosed, that they would maintain the privacy and confidentiality of the enquiry as contained in the transcripts and exhibits as provided for in section 417(7) of the Companies Act of 1974.
8. On 17 August 2020 I received a further letter from Goodes & Seedat Inc. It is stated in paragraph 2 of the letter that Goodes & Seedat represent Holdings and its directors. In paragraphs 3.6 of the letter reference is made to Watson as the client of Goodes & Seedat Inc. Be that as it may in paragraph 3.3 of the letter and in regard to

the requirement that the privacy and confidentiality of the enquiry as contained in the transcripts and exhibits be maintained, it is stated that: "Our client provided such undertakings to the provisional liquidators on 30 June 2020. And requested that the transcripts of the enquiry thus be provided, which transcripts were then subsequently received." The letter proceeds in paragraph 3.8 as follows: "3.8 In the reading of the transcripts of the enquiry provided to our client by the provisional liquidators, it has come to our client's attention that certain testimony given by the witnesses at the enquiry, namely Angelo Agrizzi and Andries van Tonder on 18 February 2020 conflicts with evidence given by Mr Agrizzi and Mr Mr Frans Vorster at the Judicial Commission of Inquiry into State Capture, commonly referred to as the Zondo Commission. 3.9 This information primarily relates to Mr Kevin Wakeford, who has been afforded the right to cross-examine Mr Agrizzi and Mr Vorster at the Zondo Commission, and his relationship with African Global, SARS and the Department of Home Affairs, which are issues currently before the Zondo Commission and which will shed light on the versions of Mr Wakeford, Mr Agrizzi and Mr Vorster before the Zondo Commission. 3.10 The evidence is relevant to the Zondo Commission in relation to the facts on which allegations are premised against Mr Wakeford as well as to Mr Wakeford's credibility. 3.11 Our client was previously requested by Mr Wakeford to provide documentation and representations to him, and therein our client was made privy to the evidence given by My Agrizzi and Mr Vorster about Mr Wakeford to the Zondo Commission, both in their evidence publicly as well as confidential evidence subsequently provided to the Zondo Commission. 3.12 The rules of the Zondo Commission preclude our client from breaching the privacy and confidentiality of this evidence provided, and hence it is not provided within this request. 3.13 Our client would like to request of yourself the same privilege previously afforded to Mr Murray; the right to be able to provide the transcript of the proceedings of 18 February 2020 to the investigators of the Zondo Commission, as it may demonstrate perjury of Mr Agrizzi at either the Zondo Commission or alternatively the 417 enquiry before yourself. This transcription will also be provided to the legal representatives of Mr Agrizzi and Mr van Tonder, as well as the Zondo's Commission's legal representatives of Mr Agrizzi and Mr van Tonder, as well as the Zondo Commission's legal team. 3.14 The purpose will be for the Zondo Commission's investigation and/or Legal Team to assess the truthfulness of evidence Mr Agrizzi has put before it."

9. On an analysis of the content of the letter it appears that:

- 9.1 The letter constitutes a request for consent of disclosure of portion of the record;
  - 9.2 Access to the record is sought to test the credibility of Mr Agrizzi in respect of evidence given before the Zondo Commission;
  - 9.3 The right to cross-examine Mr Agrizzi and Mr Vorster at the Zondo Commission has been afforded to a Mr Wakeford;
  - 9.4 The provisional liquidators sought and obtained a ruling from me in respect of the disclosure of the evidence of Mr CJA Wolmarans, Ms L Ungerer, Mr D Potgieter and Mr J Watson which had been given before me at the enquiry.
10. It is correct that the provisional liquidators of African Global Operations Proprietary Limited (In Liquidation) sought consent for the disclosure of parts of the transcript of the enquiry. The consent was sought in regard to two pending applications. In the one application an order was sought placing African Global Operations Proprietary Limited (in liquidation) and certain subsidiaries in business rescue. In the other application the applicants sought an order reversing the consequences of a sale of assets which took place on 4 to 5 December 2019. The provisional liquidators had been given leave to file supplementary affidavits. They required access to the content of the record in respect of the witnesses referred to above was for the preparation of the aforesaid supplementary affidavit. In a ruling dated 23 March 2020 the provisional liquidators were granted leave to utilise the record of the enquiry in the limited extent sought.
11. In so far as reference is made to the above ruling, it is manifest that the ruling is distinguishable from the facts presently before me.
12. The precise relationship between Mr Wakeford and Mr Watson is not set out in the aforesaid letter of Goodes & Seedat Inc. Paragraph 3.11 of the letter from Goodes & Seedat Inc. constitutes the high watermark of the relationship. It is clear that Mr Wakeford should not be privy to the proceedings at the enquiry and certainly should not have access to the transcript or any part of it.
13. Mr Watson's entitlement to access to the record, subject to confidentiality undertakings, is in his capacity as a director of African Global Operations Proprietary Limited and for no other purpose. He certainly is not entitled to make it available to Mr Wakeford or other third parties no matter how laudable his intentions may be. It

must be emphasised that the transcript was made available to Mr Watson on his undertaking to maintain the confidence of the proceedings at the enquiry.

14. In a subsequent letter dated 14 September 2020 Goodes & Seedat Inc. addressed further submissions to me. In the light of the undertaking to maintain the confidentiality of the enquiry which Mr Watson furnished, the further submissions do not take the matter any further.
15. In the result Mr Watson has no permissible personal interest which he seeks to serve by the use of the transcript or any portion of it. Mr Wakeford has no entitlement to the transcript or any portion of it.
16. In the result the relief sought by Goodes & Seedat Inc in their letter of 25 August 2020 cannot be granted.
17. I rule accordingly.

Dated at Sandton on the 9<sup>th</sup> day of October 2020.

  
MM J. J. J. J.  
Commissioner.

**Rothbart** | **Inc.**

Registration No. 2007/008890/21

A professional legal corporation

118 Ivy Road  
Norwood  
JOHANNESBURG  
2192**Our ref:** Mr S M Rothbart/hd/**Your ref:** C A Wessels/Lbn/00046040**Date:** 7<sup>th</sup> May 2021**MacROBERT ATTORNEYS****Per email: [nwessels@macrobert.co.za](mailto:nwessels@macrobert.co.za)  
[rchinner@macrobert.co.za](mailto:rchinner@macrobert.co.za)****URGENT**

Dear Mesdames

**RE: R F LUTCHMAN N.O. and OTHERS re ANGELO AGRIZZI and A VAN TONDER**

1. We address you in regard to what is set forth below.
2. Mr Kevin Wakeford who was implicated by Mr Agrizzi in his original State Capture testimony gave testimony yesterday at the Enquiry into State Capture, ostensibly (we are advised) in order that he may be able to cross-examine Mr Agrizzi at a later date.
3. What is interesting and most disconcerting, is that Mr Agrizzi's legal representative present received Wakeford's affidavit that morning. The link thereto was given as - <https://we.tl/t-MinsEBe6YA>.
4. In the annexures the following pages bear reference:
  - Page 49 - 54 - Testimony of A. van Tonder from 417 Enquiry;
  - Page 226 to 235 - Testimony of A. Agrizzi from 417 Enquiry; and
  - Page 256 to 257 - Testimony of Frans Vorster from 417 Enquiry;
5. On 16 January 2020, an order was granted in terms of section 417 and 418 of the Companies Act, 61 of 1973, as amended. On 26 May 2020, your firm was requested by the Investigating Directorate of the NPA as well as the Asset Forfeiture Unit (AFU) to provide them with access to the record of the section 418 liquidation enquiry, currently being undertaken at the behest of the provisional liquidators.

Director: **STANLEY MERVYN ROTHBART**Tel: +27 11 483 3107  
Fax: +27 11 483 1519  
Fax to Email: 086 635 9352P.O. Box 95246  
Grant Park 2051  
email: [stan@rothbartinc.co.za](mailto:stan@rothbartinc.co.za)**ATTORNEYS AND CONVEYANCERS**

6. On 23 September 2020, our clients' representatives were informed by the AFU that the Deputy Master of the High Court, Gauteng Division, Pretoria had granted permission and your clients were directed to release the record of the enquiry to the NPA.
7. Our clients were never notified that Wakeford has access to the record of the liquidation enquiry which is now being used by him at the Enquiry into State Capture. He was accompanied by Jarrod Watson who was apparently assisting him in his testimony and with documents.
8. Zondo DCJ, in Chambers but at the said Enquiry, requested comment from Judge Meyer Joffe (the Commissioner of the section 418 enquiry) surrounding the allegation that Jarrod Watson had previously written to you to request the transcript and Judge Joffe seemingly agreed to its release but gave Watson strict instructions to not make the records public.
9. Obviously this was not adhered to and now answers are required from all concerned, namely Judge Joffe, yourselves, the provisional liquidators and Watson as to how and why the transcript has now been released publicly (which as you know carries criminal sanction) and Wakeford and his attorney have now used it in a public forum apparently without getting permission from Judge Joffe (in circumstances which seem contraindicated by Section 417 (7)), or the Master or, presumably your clients or yourselves (to the extent you/they could have given such permission, which is denied).
10. Please would you favour us, as a matter of urgency, with the so-called ruling or order given by Judge Joffe to Watson (if any) which purports to have authorised the release of the transcript to Jarrod Watson and under what circumstances he gave the order and the conditions of same.
11. Please copy this email to Judge Joffe (whose email details we do not have) and note we have copied same to Mr Cloete Murray as well.
12. The matter is extremely urgent in that our clients are required to place this before Zondo DCJ at the State Capture Enquiry by 12 noon on Monday, the 10<sup>th</sup> May 2021.

Yours faithfully  
**ROTHBART INC**



Per: **S M ROTHBART**

'M'

**Goodes & Co.**  
*attorneys*

222 Rivonia Road, Entrance via: 1 Michellie Street, Block A,  
Ground Floor, Morningside Close Office Park, Morningside,  
Sandton 2196

PO Box 2061, Randburg 2125 | Docex 61, Randburg

Tel: +27 (0)11 656 1452 | Fax: +27 (0)11 656 1453

[www.goodesco.co.za](http://www.goodesco.co.za)

DATE: 10 May 2021

**MACROBERT ATTORNEYS**  
MACROBERT BUILDING  
CNR JUSTICE MAHOMED & JAN SHOBA  
STREETS  
BROOKLYN  
PRETORIA

Your Reference:  
C A Wessels/lbn/00046040

Our Reference:  
G. S. Goodes/lm/MAT1679

Email: [liz@goodesco.co.za](mailto:liz@goodesco.co.za)

PER E-MAIL: [nwessels@macrobert.co.za](mailto:nwessels@macrobert.co.za)

Dear Madam,

**RE: ENQUIRY IN TERMS OF SECTION 417 AND 418 OF THE COMPANIES  
ACT, 61 OF 1973: J. WATSON**

1. We refer to the above and your letter of 7 May 2021.
2. The failure to address each and every issue contained in your letter under reply, should not be construed as an admission thereof and our client reserves the right to answer fully thereon, should it become necessary and in the appropriate forum.
3. Kindly take notice that:
  - 3.1 Our client has adhered to the provisions of the Companies Act and Section 417 in particular;
  - 3.2 Our client has obtained the permission of the Master, as is required by the Act and by the Court Order to disclose the transcripts of 18 February 2020 and 2 October 2020, and in this regard has disclosed the information relevant to Wakeford being pages 48 to 54 and 230 to 239 of the transcription of 18 February 2020 and pages 260 to 261 of the transcription of 2 October 2020.
  - 3.3 This was done in the interest of justice and in particular to place the correct facts before the Zondo Commission; and
  - 3.4 Any review application your client wishes to lodge, shall be opposed.

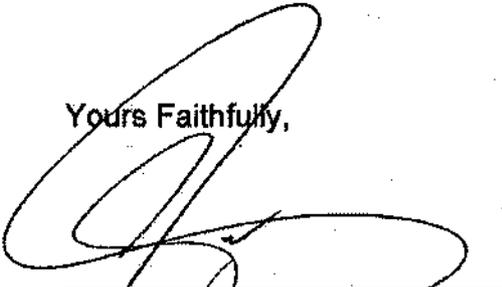
**DIRECTOR: G.S. GOODES (B.PROC)**

Senior Associate: H.E. van der Walt (B.Proc) • Associate: N. Pillay (B.A Law, LLB) • Candidate Attorneys: R.M.A. Dos Santos, Z. Herselman, Z.A. Myubelo, J.M. Vos

GOODES AND CO. (Reg. No. 2012/184225/21)

4. We take note that your letter is addressed to our office and to our client, Mr. J. Watson. In this regard our office has not made any disclosure whatsoever and you are requested to forthwith retract any demand against our office.
5. We record that the record of proceedings in the Section 417 Enquiry have been previously released as follows:
  - 5.1 Utilizing the evidence/transcript of Mr. Jared Watson, Mr. Daniel Potgieter, Mr. C. S. A. Wolmarans and Mrs. Ungerer in an Affidavit.
  - 5.2 The transcription/evidence, in whole, was released to the Investigating Directorate of the National Prosecuting Authority as well as the Asset Forfeiture Unit by the Master, according to your letter dated 13 November 2020.
6. Our client's rights remain reserved.
7. Kindly be guided accordingly.

Yours Faithfully,



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**GOODES & CO. ATTORNEYS**  
**PER: G. S. GOODES**

'N'

MacRobert  
Attorneys

Incorporated No. 1978/004694/21

MacRobert Building  
cnr Justice Mahomed & Jan Shoba Streets

Brooklyn Pretoria RSA

Private Bag X18 Brooklyn Square 0075

DoceX 43 Pretoria

GPS Co-ordinates: S 25° 46' 2.28", E 28° 14' 10.68"

law@macrobert.co.za www.macrobert.co.za

Pretoria Tel +27 12 425 3400

Fax +27 12 425 3600

Other Branches:

Johannesburg Tel +27 10 110 9699 Fax +27 86 575 7809

Cape Town Tel +27 21 464 2400 Fax +27 86 582 6478

Durban Tel +27 31001 8905 Fax +27 86 550 4288

Mr Jared Michael Watson

C/o Goodes and Seedat Inc

By email: [george@gsinc.co.za](mailto:george@gsinc.co.za)  
[zherselman@gsinc.co.za](mailto:zherselman@gsinc.co.za)

and

Ms Suna S de Villiers

By Email: [sdevilliers@npa.gov.za](mailto:sdevilliers@npa.gov.za)

YOUR REF:

OUR REF:  
**C A Wessels/Lbn**  
**00046040**DATE:  
**13 November 2020**

Dear Sir / Madam

**ENQUIRY IN TERMS OF SECTION 417 AND 418 OF THE COMPANIES ACT, 61 OF 1973: RECORD OF ENQUIRY – ASSET FORFEITURE UNIT**

1. We refer to the abovementioned matter and confirm that we act on behalf of the joint provisional liquidators, appointed in respect of the following entities:

- 1.1 African Global Operations Proprietary Limited
- 1.2 Global Technology Systems Proprietary Limited
- 1.3 Bosasa Properties Proprietary Limited
- 1.4 Rodcor Proprietary Limited
- 1.5 Watson Corporate Academy Proprietary Limited
- 1.6 On-IT-1 Proprietary Limited
- 1.7 Bosasa IT Proprietary Limited
- 1.8 Bosasa Supply Chain Management Proprietary Limited
- 1.9 Leading Prospects Trading 111 Proprietary Limited
- 1.10 Bosasa Youth Development Centres Proprietary Limited



Company/Agents/Notaries &amp; Trade Mark Agents

Your strategic partner at law

**Directors** GP van der Merwe (Chairman) LM Mahlangu SM Jacobs CA Wessels N Caine J Albertse S van der Merwe KM Greig JA Erasmus JD van Broekhuizen CN Groenewald AS van Niekerk I Gani KC Cameron JC Jansen van Rensburg SB Wotshela JB Mayaba J Naidoo A Abarder PS Ntuli K Zybrandis KM Thomas FA Dreyer T Booysse DT Vraagom RM Masolo K Sehanka MG Moshoeshe

**Consultants** DE Pfaff T Charters NA Janse van Rensburg S Hayat C Pepermans

**Senior Associates** E Deppe C Le Roux T Rengecas N Ramcharan E Ward JS Uys KF Ussuph H Verwey K Tumba Diong W Gani T Pharo Y Nwedamutsu M Brookes

**Associates** M Naude A Dhanuk T Maritz MI Dube CV Limberg V Mbhele T Molaba R Chinner KJ Francis AG Diula U Ramallo R Molloung

1.11 Black Rox Security Intelligence Services Proprietary Limited

2. We further confirm that on 16 January 2020, an order was granted in terms of section 417 and 418 of the Companies Act, 61 of 1973.
3. On 26 May 2020, we were requested by the Investigating Directorate of the NPA as well as the Asset Forfeiture Unit (AFU) to provide them with access to the record of the liquidation enquiry, currently being undertaken by the provisional liquidators.
4. On 23 September 2020, we were informed by the AFU that the Deputy Master of the High Court, Gauteng Division, Pretoria had granted permission and that we were directed to release the record of the enquiry to the NPA.
5. Our clients intend abiding to the directive of the Master of the High Court and the record of the enquiry will therefore be made available to the AFU on 25 November 2020, unless we are provided with a court order, directing otherwise.
6. Kindly acknowledge receipt.

Yours faithfully



**MACROBERT INC**  
**C A WESSELS**

[nwessels@macrobert.co.za](mailto:nwessels@macrobert.co.za)

Direct telephone number : (012) 425-3487

**Goodes & Co.**  
*attorneys*

222 Rivonia Road, Entrance via: 1 Michelle Street, Block A,  
Ground Floor, Morningside Close Office Park, Morningside,  
Sandton 2196

PO Box 2061, Randburg 2125 | Docex 61, Randburg

Tel: +27 (0)11 656 1452 | Fax: +27 (0)11 656 1453

[www.goodesco.co.za](http://www.goodesco.co.za)

DATE: 12 May 2021

Your Reference:  
CA WESSELS/rc/00046040

**MACROBERT ATTORNEYS  
MACROBERT BUILDING  
CNR JUSTICE MAHOMED & JAN SHOBA  
STREETS  
BROOKLYN  
PRETORIA**

Our Reference:  
GS GOODES/zh/MAT1679

Email:  
[liz@goodesco.co.za](mailto:liz@goodesco.co.za)

PER E-MAIL:

[nwessels@macrobert.co.za](mailto:nwessels@macrobert.co.za)

Dear Madam,

**RE: ENQUIRY IN TERMS OF SECTION 417 AND 418 OF THE COMPANIES  
ACT, 61 OF 1973: J. WATSON**

1. We refer to previous correspondences.
2. Our client has reconsidered his position. He will no longer rely on the master's consent to utilise any portion of the enquiry record. He will also make no further publication of any part of it without a future permission of either the High Court or the master.
3. The only publication our client has made of the record is to Mr Kevin Wakeford's attorneys.
4. In the circumstances, baring in mind that our client will no longer rely on the master's consent and that our client is the only person favoured by that consent, it is no longer necessary for your client to launch an application to review such consent.
5. Please confirm your satisfaction and consent to the aforementioned.

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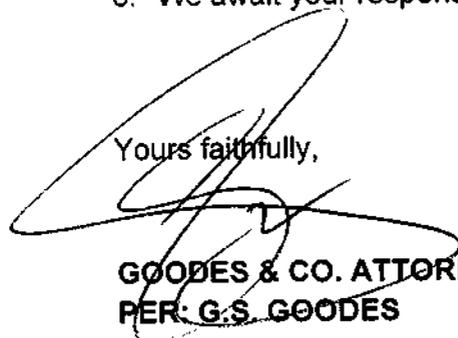
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GOODES AND CO. [Reg. No. 2012/184225/21]

6. We await your responses herein.

Yours faithfully,



**GOODES & CO. ATTORNEYS  
PER: G.S. GOODES**