SWORN STATEMENT

I, the undersigned [redacted] NO [redacted] state under oath as follows:

1

I am an adult [redacted], with telephone number [redacted] I am giving this statement as a result of my knowledge about certain events, as set out herein, and do so freely of my own will, without any promise of fear or favour.

2

I used to be the owner of a property situated at 225, Rose Street, Waterkloof, Pretoria. I owned it through my company Aanmani Guest House cc **'Aanmani'**. I decided in or about the end of 2012, to sell the property and I subsequently entered into a contract with a certain Lucky Montana, **'Montana',** to sell the property. I attach a copy of that contract dated 2013-02-10, as **Annexure 'KdB-1'**. It will be seen that Montana was purportedly buying my interests in Aanmani for the sum of R10.5million, and thereby acquire the property.

3

I attach a copy of an e-mail sent out, dated 11 March 2013, by Ursula Willis of ABSA bank, who gave the address for delivery of the approved building plans as **Annexure 'KdB-2'.** This was in pursuit of an application for a mortgage bond, by Montana. It will be seen that ABSA copied Lucky Montana on that e-mail. The deal eventually fell through, as there was one problem after another, and Montana claimed the bank would not pay the bond, which I did not believe, as there was more than enough value. I decided to withdraw the property form the market.

4

I put the property on the market again, in or about August 2014. Within days Lucky Montana contacted my agents, Daniel de Lange and Liesel Theunissen. These people work for me. I told them I was not prepared to entertain an offer, unless Montana first of all pay a substantial deposit. Montana agreed to pay non-refundable deposit of R3.5m. I note that the contract was entered into by a certain 'Johan Smith', for and on behalf of **'MINOR PROPERTY TRUST' IT634/2014**. I attach a copy of this contract as **Annexure 'KdB-3'**.

5

The balance of the payment, of R7.5million was late in being paid, and my attorneys had to write and threaten to cancel the contract. I should mention at this stage, that the first contract, was in the personal name of Lucky Montana, the next contract in the name of Johan Smith. He subsequently contacted us and requested that the contract be changed from JOHAN SMITH, to **'Precise Trade and Invest 02 (Pty) Limited'**. I have instructed my attorney PJ Vivier telephone number 012 460 8047, to supply a copy of the relevant documents if same are requested by the investigators.

6

The monies were eventually paid in full, by Riaan van der Walt, Montana's attorney and the deal went through. The first meeting I had with Montana was in or about mid-November 2014. Montana walked through the house at that stage, as he wanted to 'check some things'. I moved out, and on the morning of 26 November 2014, I again met with Montana and handed him the keys for the property.

7

On 2014-11-27 I also sent out an e-mail to my neighbours, telling them the new 'owner' of my property was Lucky Montana. I attach a copy of two examples of that e-mail as **Annexure 'KdB-4'.** There was no doubt that Lucky Montana was the 'buyer'.

8

Despite the fact that there are corporate entities involved, there is no doubt in my mind whatsoever, that the house in question, was sold by me (through my CC) to Lucky Montana, first to him directly, then to a trust run by Johan Smith and eventually through his attorney's company Precise Trade & Invest 02 (Pty) Limited. The various contracting entities, such as JOHAN SMITH, MINOR PROPERTY TRUST and Precise Trade and Invest 02 (Pty) Limited, are merely the alter ego of Montana.

9

Prior to me signing this statement, I have carefully read through it and am satisfied that the facts are correctly and accurately recorded. The following questions were put to me in person by the commissioner of oaths and I entered the answers thereto in my own handwriting:

'Do you know and understand the contents of this statement?' Yes

'Do you have any objection to taking the prescribed oath?' No

'Do you consider the prescribed oath binding on your conscience?' Yes

[redacted]

I certify that the deponent has acknowledged that he knows and understands the contents of this statement which was sworn to before me and the deponents signature was placed thereon in my presence at **PRETORIA** on **TWENTY FIRST** day of **SEPTEMBER 2015**

Commissioner of Oaths

[redacted], Republic of S..th Africa

ANNEXURE 'KdB-1'

VAN RENSBURG ING.

NR 1991/003611/21

PROKUREURS / ATTORNEYS

DEED OF SALE OF MEMBER'S INTEREST

MEMORANDUM OF AN AGREEMENT ENTERED INTO BY AND BETWEEN:-

[redacted]

Unmarried

of: 225 Rose Street
Waterkloof

hereinafter referred to as the "**Seller**" of the member's interest;

- and -

TSHEPO LUCKY MONTANA

Identity Number: 700425 5660 081

of: 333 Main Street
Waterkloof
Pretoria 0181

hereinafter referred to as the "**Purchaser**" of the member's interest;

KM

KdB KdB

TLM

- in respect of -

[redacted]

hereinafter referred to as the **"close corporation"**.

WHEREAS **the Seller** is the registered and beneficial owner of all the members interest and loan accounts in the Close Corporation; and

WHEREAS **the Purchaser** intends to acquire the full member's interest and loan account from the Seller in the Close Corporation; and

WHEREAS the Seller is prepared to sell its full member's interest and its claim against the Close Corporation in terms of the loan account to the Purchaser, subject to certain conditions;

THEREFORE the parties hereby agree that the Seller sells to the Purchaser who purchases the Seller's full member's interest in the Close Corporation, its claim against the Close Corporation in terms of the loan account, subject to the terms and conditions stated in this agreement, namely:

1.

PURCHASE PRICE:

The purchase price for the Seller's full member's interest and loan account in the Close Corporation is the sum of **R10 500 000.00 (Ten Million Five Hundred Thousand Rand).**

KM

TL-M-

2.

PAYMENT:

2.1 The purchase price shall be paid in cash against signature of this agreement by both parties to Van Rensburg Inc Attorneys, trust account at:
Nedbank, Branch code 116535, Account number 1620 230 463.

2.2 The purchase price will be paid to the Seller on the "effective date" as determined in clause 6 hereunder.

2.3 All monies received from the Purchaser shall be held in an interest bearing account and such interest prior to the effective date shall accrue to the Purchaser.

3.

WARRANTIES re LIABILITIES:

The Seller hereby warrants in favour of the purchaser that -

3.1 save and except the liabilities specifically referred to in this agreement, the Close Corporation shall have no other liabilities (including contingent liabilities) as at the fixed date, and should such liabilities become known or arise, the Seller warrants that he shall immediately pay all such liabilities and the Seller hereby indemnifies and hold harmless the Purchaser and the Close Corporation in respect of all such liabilities or any loss or damages which may arise there from for which he might be liable;

KM

TLM

4.

WARRANTIES re ASSETS:

The Seller hereby warrants in favour of the Purchaser that the Close Corporation has the following assets:

4.1 The Close Corporation is the owner of the loose assets as listed in annexure "B" hereto and the Purchaser herewith confirms that he inspected all the assets and it will be handed to the Purchaser "voetstoots" on the effective date.

4.2 The loose assets as listed in annexure "B" are the property of the Close Corporation, unencumbered and are not subject to any cession, lien or any other claims.

4.3 The Close Corporation is the owner of the fixed property, situated at 225 Rose Street, Erf 587 Waterkloof.

4.3.1 A mortgage bond is registered in favour of ABSA Bank over the fixed property. The parties agree that the purchase price should firstly be utilized to settle this outstanding mortgage bond. The balance after settlement of the mortgage bond is payable directly to the Seller by the attorneys on the effective date.

4.3.2 Should the purchaser choose to take over the responsibilities in terms of this mortgage bond, he will apply with an accredited financial institution for such finance. Guarantees for this finance should then be obtained within 30 (thirty) days from date of signing of this agreement.

5.

GENERAL WARRANTIES:

The Seller hereby warrants in favour of the Purchaser that on 12 March 2013 (herein after referred to as ' the effective date'):

KM T.C.M

5.1 the Close Corporation shall be registered in the Republic of South Africa according to the laws of the Republic of South Africa.

5.2 the existing member and public officer of the Close Corporation will resign and their respective written resignations will be handed to the Purchaser;

5.3 the Auditors of the Close Corporation will also resign as soon as they have transferred the member's interest in the Close Corporation from the Seller to the Purchaser;

5.4 It is hereby recorded that 'the close corporation' is an entity which is currently registered for VAT purposes with VAT registration number:

4340241373.

The Seller however acknowledges that there will be no VAT payable on this transaction.

5.5 Neither the Seller nor anyone else will have bound the Close Corporation to any deed of surety ship, guarantee, warranty or act of indemnity other than the mortgage bond stipulated in clause 4 hereof.

The Purchaser warrants in favour of the Seller:

5.6 That he will consent the registration of a separate entity at the CIPC offices in the name of Aanmani Rose Guest House by the Seller.

6.

FIXED DATE:

6.1 Occupation of and effective control of and authority over the Close Corporation

KM T.C.M.

shall be given to the Purchaser on Registration provided that payment has been made as provided for in clause 2 hereof, which date shall be the "fixed date" for the purposes of this agreement. Until such payment has been made, the right of ownership in the member's interest and claim to the loan accounts shall remain vested in the Seller.

6.2 As from the effective date the benefit and risk in the member's interest shall vest in the purchaser.

7.

GENERAL:

7.1 Entire Agreement:

7.1.1 This agreement contains the entire agreement between the parties and no agreement in conflict with the provisions thereof shall bind the parties unless it be reduced to writing and signed by all the parties.

7.1.2 No indulgence or extensions granted by one party to the other shall prejudice in any way the rights of the party who grants such indulgence or extension nor shall it create new rights nor be construed as a waiver.

7.1.3 Each party acknowledges that he has acquainted himself fully with the relevant facts which may influence the terms of this agreement and neither of the parties shall be liable for failure to disclose any facts within his knowledge.

KM

7.2 Implementation:

The parties undertake to perform all such acts and to sign all such documents as may from time to time be required to give effect to what is intended in this agreement.

7.3 Jurisdiction Magistrate's Court:

The parties agree to submit to the jurisdiction of the Magistrate's Court in respect of any action or process arising from this agreement or its cancellation.

7.4 Domicilium Citandi:

The parties nominate as the addresses to which notices may be addressed, and as their respective domicilia citandi et executandi for any action which may arise directly or indirectly from this agreement or the cancellation thereof, their respective addresses mentioned in the preamble to this agreement.

8.

CANCELLATION CLAUSE:

8.1 Should the Purchaser fail to comply with any of the provisions of this agreement, and the Seller in writing addressed to the Purchaser at his selected domicilium citandi, demand compliance therewith and the Purchaser remain in default 10 (TEN) days after despatch of such notice, then the Seller may -

8.1.1 cancel this agreement, in which event the Purchaser shall forfeit all amounts which have been paid in terms of this agreement (whether to the attorneys or not) in favour of the Seller as liquidated damages, or the Seller may claim damages from the Purchaser in lieu of the liquidated damages mentioned above;

KM T.L.M

8.1.2 alternatively and in his sole discretion, the Seller may claim immediate payment of the full balance of the purchase price still outstanding in terms of this agreement without prejudice to any claim for damages which he may have against the Purchaser.

9.

COSTS:

The Purchaser shall pay all costs incidental to this agreement and all Legal costs and costs are payable on demand to the attorneys.

THUS DONE AND SIGNED AT Pretoria ON 10/02/2013
AS WITNESSES:

1. ______________________

2. ______________________

[redacted]
SELLER

THUS DONE AND SIGNED AT Pretoria ON 10/02/2013.
AS WITNESSES:

1. Geldenhuys S

2. ______________________

PURCHASER

KM

Annexure "B"

LIST OF ASSETS AND CONDITIONS

1. **Fixed assets:**
   [redacted] **will be the property better known as 225 Rosestreet, Erf 587 Waterkloof on the date set out in clause 5 of this agreement.**

2. **The parties agree that the auditors of [redacted] is Botha Accountants and that the auditors are hereby irrevocably authorized to prepare the necessary CK documents to be signed by the parties to give effect to the transfer of the members interest, and that the parties to this agreement will sign the CK documents within 7 (seven) days after the signing of this agreement.**

3. **In terms of clause 4.2 it is agreed between the parties that the fixed asset mentioned in clause 1 of annexure "B" will be unencumbered on the effective date.**

4. **In terms of clause 5.4 of the agreement the parties acknowledge that there is no VAT payable on the sale of the members interest as it is an exempt supply for VAT. The purchaser acknowledge that the CC is registered for VAT on the effective date and will as such carry on trade in the CC after the effective date.**

5. **In terms of clause 5.6 of the agreement, and for clarity reasons, the parties agree that the name Aanmani Guest House will form part of the assets of the CC but the seller may use the name Aanmani Rose Guest House or any variation thereof.**

KM

6. The Seller will finalize the financial statements of the CC on the effective date and will the balance sheet of the financial statements on the effective date only show the following :
   6.1 the members interest
   6.2 the accumulated reserves
   6.3 the loan account of the member (ceded to the purchaser on the effective date)
   6.4 the fixed property as mentioned in clause 1 of annexure "B"

bookings

From: Willis, Ursula: Absa [ursulaw@absa.co.za]
Sent: 11 March 2013 10:23 AM
To: bookings@aanmani.co.za
Cc: 'Lucky Montana {PRASA CORP}'
Subject: Mr TL Montana - Address for Valuation centre

ANNEXURE 'KdB-2'

Hi Daniel

Here is the address for a copy of the approved plans.

However, the valuation you provided us with was from 2009. Since then the property prices have changed.

I spoke to Nolene and the Regional Head, William Liversage and they will not be able to value the property for more than R7.5 mil based on current market conditions.

Due to this I do not want you to waste your time dropping off the plans when we will not be able to value for any more than we have.

Attn: Nolene Visagie
DDP Valuers
Menlyn Square Office Park
Northwest Suite
1st Floor East Block
134 Aramist Avenue
Menlyn, Pretoria
0181

Tel: 012 3699100

Kind regards

Ursula Willis | Private Banker I Private Banking
Tel +27 (0)21 974 1600 | Mobile +27 (0)82 453 3639 I Email ursulaw@absa.co.za
Tygervalley Office Park 2 c/o Old Oak and Willie van Schoor Road BELLVILLE

- Absa Private Bank Assist - Call 0860 553 553
- E-mail privatebanking@absa.co.za
- International phone contact details: +27 (0)11 501 5011

KM

ANNEXURE 'KdB-3'

AGREEMENT TO PURCHASE PROPERTY

MEMORANDUM OF AGREEMENT ENTERED INTO BY AND BETWEEN

[redacted]
Registration Number: [redacted]
Herein represented by [redacted] being duly authorized hereto
(Hereinafter referred to as "the Seller")

and

JOHAN SMITH
As Trustee of
MINOR PROPERTY TRUST
Registration Number: IT634/2014
He/she being duly authorized hereto by virtue of a resolution
(Hereinafter referred to as "the Purchaser")

IN TERMS OF WHICH THE PARTIES AGREE AS FOLLOWS:

1. **PURCHASE AND SALE**

The Seller hereby sells to the Purchaser, who purchases:

REMAINING EXTENT OF ERF 587, WATERKLOOF TOWNSHIP, Registration Division J.R., Province of Gauteng;
MEASURING: 2398 (Two Thousand Three Hundred and Ninety Eight) square metres
HELD BY Deed of Transfer T166836/2007

(The "Property")

KM

2. **PURCHASE PRICE**

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

2.1. A deposit in the amount of R3,500,000.00 (Three Million Five Hundred Thousand Rand) which amount will be paid into the trust account of the transferring attorneys within 14 (fourteen) days from date of signature hereof.

2.2 This amount is a non-refundable deposit and on receipt thereof this amount may immediately be paid to the Seller.

2.3 The Bank particulars of the attorneys are as follows: Borchardt & Hansen, Absa Bank, Account Number 01004432297, branch 632005, reference: PJ

2.4 As security for the payment of the balance purchase price of R7,500,000.00 (Seven Million Five Hundred Thousand Rand) the purchaser shall, within 60 (sixty) days from date of signature hereof be obliged to render approved bank guarantee/s to the seller or his representative, which guarantee/s

2.4.1 must be payable in Pretoria upon registration of transfer, free of bill of charges and bank commission; and

2.4.2 Must be payable in favour of the seller or the person/instance nominated by him.

The Seller will present the Purchaser with the particulars of the guarantees to be issued.

3. **TRANSFER, LEGAL COSTS AND VAT**

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

KM

monies immediately upon demand.

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

3.3 The Purchaser will pay a similar amount as the transfer duty payable on a purchase price of R11,000,000.00, to the Seller. This amount will also be paid on request by the transferring attorneys and it will also be paid into the trust bank account of the transferring attorneys.

3.4 The Seller will pay the VAT on the transaction to the South African Revenue Services.

4. OCCUPATION, RISKS AND TAXES

4.1 Occupation of the Property will be given to the Purchaser on transfer.

4.2 Risk of profit or loss related to the Property shall pass over to the Purchaser upon registration of transfer. The Purchaser will be obliged to insure the Property against all risk as from date of transfer.

4.3 From date of transfer the Purchaser shall be liable for payment of all taxes, levies and other costs related to the Property.

5. VOETSTOOTS

5.1 The Property is sold voetstoots. The Seller does not assume any responsibility for any obvious or hidden faults that may exist in the Property, and the Purchaser acknowledges that he buys the Property voetstoots. The Seller does not furnish any explicit or tacit guarantees in regard to the Property. The Purchaser acknowledges that he was not persuaded into entering this Agreement by any presentations made to him by the Seller or any representative of the Seller.

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

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

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

6. BEACONS

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

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

7. BREACH

If any of the parties in this Agreement should fail to comply with the conditions of this Agreement the other party shall be entitled to give notice in writing of such failure, and to demand that the party concerned should remedy such breach of contract within 10 (ten) days of the date of dispatch of such notice in writing. Aforesaid notice in writing shall be sent by registered post, or delivered by hand, or by fax or by e-mail to the domicilium citandi et executandi of the party concerned, as indicated below. If the party concerned neglects to remedy the breach

KM

of contract after expiry of the period of 10 (ten) days as mentioned, the other party shall be entitled to:

7.1 Demand specific performance by the other party of the terms of this Agreement; alternatively to

7.2 Cancel this Agreement and to institute proceedings against the party concerned for damages.

8 CONDONATION

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

9 DOMICILIUM

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

The Seller:	55 Nicolson Street Bailey's Muckleneuk PRETORIA

[redacted]

The Purchaser:	49 Parliament Street Cape Town, 8001

E-mail: jsmith@mprs.co.za
Tel: 0214619986
Fax: 0214612838 / 8291

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

10 COMMISSION

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

THUS EXECUTED AND SIGNED at PRETORIA this the 25 day of August 2014

AS WITNESSES:

1.

2.

[redacted]

pp SELLER

THUS EXECUTED AND SIGNED at PRETORIA this the 25 day of August 2014

AS WITNESSES:

1.

2.

pp PURCHASER

KM

bookings

From: bookings
Sent: 27 November 2014 03:51 PM
To: 'Karlien Mitchell'
Subject: ROSE AVE SECURITY

Importance: High

ANNEXURE 'KdB-4'

To all my Neighbours,

I would like to inform you that I have sold my home to Mr Lucky Montana current CEO of Prasa .
He is a very nice gentlemen and would take full responsibility of the property on 1st December 2014.11.27
I would like to find out whether you would be interested to continue with our arrangement concerning the security ,if not I would remove the guard house and continue with their services at my new residence.

Thank you very much for your kind and faithful friendship over the past seven years and hope you have a prosperous Christmas and new year

Regards

[redacted]


[redacted]

"exceeding your expectations will be our constant mission"

KM

bookings

From: bookings
Sent: 27 November 2014 03:59 PM
To: 'vision@tiscali.co.za'
Subject: ROSE AVE SECURITY

Importance: High

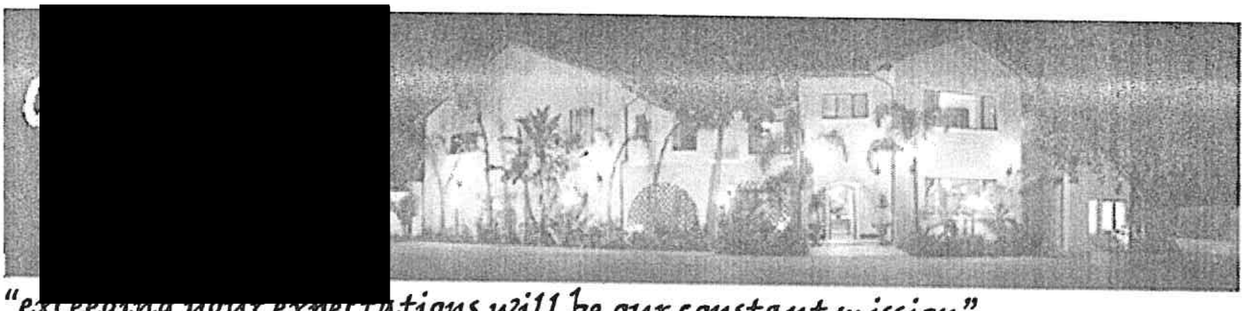
To all my Neighbours,

I would like to inform you that I have sold my home to Mr Lucky Montana current CEO of Prasa .
He is a very nice gentlemen and would take full responsibility of the property on 1st December 2014.11.27
I would like to find out whether you would be interested to continue with our arrangement concerning the security ,if not I would remove the guard house and continue with their services at my new residence.

Thank you very much for your kind and faithful friendship over the past seven years and hope you have a prosperous Christmas and new year

Regards

[redacted]



"[redacted]tions will be our constant mission"

KM