

**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.

PARTICIPANTS IN CONVERSATION:

1. JARED WATSON (JW)
2. ANDRIES VAN TONDER (AVT)
3. ANGELO AGRIZZI (AA) - (THROUGH INTERIM PHONE CALLS WITH ANDRIES VAN TONDER)



JARED WATSON

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.

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, ...

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.

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.

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..

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.

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.

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....

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.

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.

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.

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.

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.

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.

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.

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.

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?

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.

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...

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

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).

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...

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...

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.

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

JW: Capital letter N.

AVT: Sorry I typed it, um, just say it again, the password, sorry man...

JW: United. All upperscore. 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.

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...

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: 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 1st 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, 1st April 19, the admin fee donation, R9,000,000.00 is payable. Thereafter on the 1st of September 19, the further balance calculated, the further balance calculated with preceding

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. 1st 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: 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 ...

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).

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)..."

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.

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...

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 1st 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.

[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.

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.

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.

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...

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 liquid... 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.

JW: So, I was just thinking this through. Um, ja I don't know, but I don't know. But, ja, I'll speak to them.

AVT: Come back to us.

JW: I will speak to them ja, and see what's what's up you know. Can I ask you, one more thing I want to ask. Can we, you were talking about in this old agreement. I mean, just, just...

AVT: Ja, ja, ja...

JW: What were the things that weren't, that, what was it just here. What were the things that weren't...(inaudible)... The clauses that were put in?

AVT: Ah, OK... (inaudible)...

JW: ... (inaudible)... This is just interpretations and whatever. Oh, so see this is why I said ... (inaudible)... Angelo and Gavin. That's why I said what I said.

AVT: OK, the first thing is, a NewCo. Why a NewCo?

JW: OK.

AVT: Why can't they, why can't they just put it into Angelo's bank account?

JW: Ah, the payment?

AVT: Ja,

JW: Sorry I didn't see that. Where's that? NewCo...(inaudible)... Oh that will be somewhere along here. I also thought, tell me your thoughts...

AVT: Ja.

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.

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?

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' 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?

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

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.

JW: Um, so, background is irrelevant I think, cancellation, the parties agree that of the 31st 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

rec..being presented to Gavin or an entity nominated by him, 29th 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.

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

account once it has been opened. Um, the parties choose as their as their domicilium 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) ...

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.

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

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: 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...

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.

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...

[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.

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.

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)...

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, I 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.

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.

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: 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.

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