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**ADMINISTRATOR'S MEHLO VULEKA presentation
Thulisile Njapa Mashanda**



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CEPPWAWU Investments CEPPWAWU Briefing

August 2014

CONFIDENTIAL

Contents

- Introduction to Letsema
- Background and History of CI
- Current Portfolio of CI
- Notes



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CI HISTORY

Letsema leadership team



Isaac Shongwe



LETSEMA



Derek Thomas

- One of the first black South African Rhodes Scholars
- Wesleyan University and Oxford University
- First black executive director at Barloworld Limited
- Aspen Institute board member and Henry Crown Fellow
- World Economic Forum – Global Leader of Tomorrow
- 21st Century Trust Fellow
- Chair of George Soros' Open Society Foundation for South Africa
- Chair of Wits Business School Advisory Board

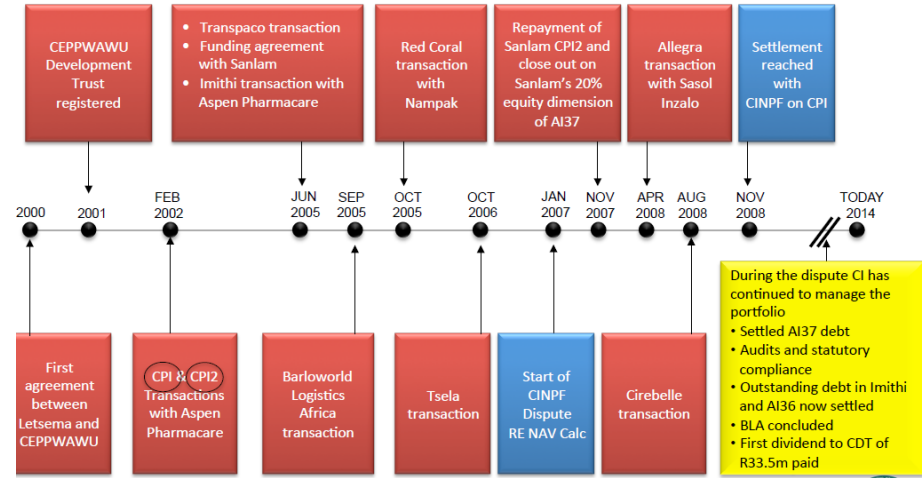
- Studied at the University of the Witwatersrand and the University of London (MSc Development Economics)
- African Leadership Initiative Fellow
- Aspen Global Leadership Network moderator
- CEO of Letsema Consulting & Advisory
- Director of JSE listed company

Letsema was established as an aspirational statement, just after the euphoria of the birth of South Africa's democracy, to make a positive impact on South African Society

Letsema is closely held, where the two principals have had a mutually rewarding business relationship over almost 20 years

Timeline of CEPPWAWU Investments

Timeline of CEPPWAWU Investments



Not to scale

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CI HISTORY

Notable successes

There a number of key successes that underly the value of the CI portfolio today

- Some examples:
 - Securing ~R15 million in debt funding from Sanlam to enable CI to invest in equity positions, notably Imithi (Aspen), AI36 (Transpaco) and Inyanga Trading (BLA)
 - Successfully negotiating with Sanlam to remove their 20% stake in all future CI deals as a result of the above funding
 - Successfully negotiating CI's stake in Imithi from ~12% to 50.4% in the final transaction
 - Successfully convincing the IDC that a CI led Imithi was a bankable transaction
 - Doubled the equity participation in the Nampak transaction for CI
 - Settled CPI and CPI2 transactions on terms beneficial to all parties
 - Secured 10 year interest free loan funding to enable participation in Sasol deal

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Letsema Investments management agreement history with CI

Agreement	Fees level (per month)	Equity Participation Stake level	Unpaid fees at date	Notes
First agreement April 2000	R25,000	25%	-	
1 st amendment October 2001	R50,000	30%	~R550,000	Stake increase dependent on Letsema concluding deal that would liquidate the outstanding fees balance, CPI and CPI2 subsequently concluded
2nd amendment March 2002	R35,000	30%	-	Salary for Muzi Buthelezi as executive chairman of CI (separate from Letsema, former GS of CEPPWAWU)
3 rd amendment April 2007	R35,000	27.5%	~R1,500,000	Stake reduction based on good faith repayment of outstanding fees
CI Board decision May 2008	R100,000	As before	-	Fees increased to account for the increased complexity of CI and increased resource allocation
Settlement Agreement November 2010	As before	As before	~R4,500,000 as at Feb 2013 AFS Still being accrued	

- For extended periods throughout Letsema's tenure their fees have gone unpaid
- Letsema continued through all these periods to manage CI in good faith and at risk without charging interest
- In any event at no time were the fees commensurate with the costs to deliver the management services

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CI HISTORY

Letsema management contract

Typical fund management arrangement

X : Y

Working capital fee

Performance incentive

- Percentage of rand value
- Typically 1-3% of total fund assets
- Approx. ~R50-90m per annum in CI's example
- Percentage of upside
- Range of 20-50% usually above a base index
- Quantum determined by:
 - Complexity of portfolio
 - Inherent risk in underlying assets
 - Fund manager track record

Current Letsema management contract

X : Y

Working capital fee

Performance incentive

- Currently R100k p.m. (R1.2m p.a.)
- Was R35k p.m. (R420k p.a.) until 2008
- Not paid 2003-2008 (no interest charged)
- Currently only covering ~30% of actual costs
- 27.5% of upside
- Determined on risk adjusted basis
 - No investment capital by CI
 - Little or no working capital by CI

1. Yet to see the original not copied contracts
➤ **Discrepancies**

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Status of Letsema Equity Participation Stake

As at February 2013 AFS

Amounts due and payable

- Accrued unpaid fees, legal fees and other as yet unpaid expenses of CI borne by Letsema of ~R10m
- ~R177m now due and payable on the value realised in CPI and CPI2

Current value of equity participation stake in deals still to conclude

- Contingent liability of the 27.5% equity participation stakes of ~R454m consisting of:
 - ~R430m in AI35 (Imithi)
 - ~R23m in AI36 (Transpaco)
 - ~R1m in Allegra Properties (Sasol Inzalo)
 - Remaining amounts yet to be calculated in
 - Red Coral/Nampak
 - Inyanga Trading 214/Red Coral

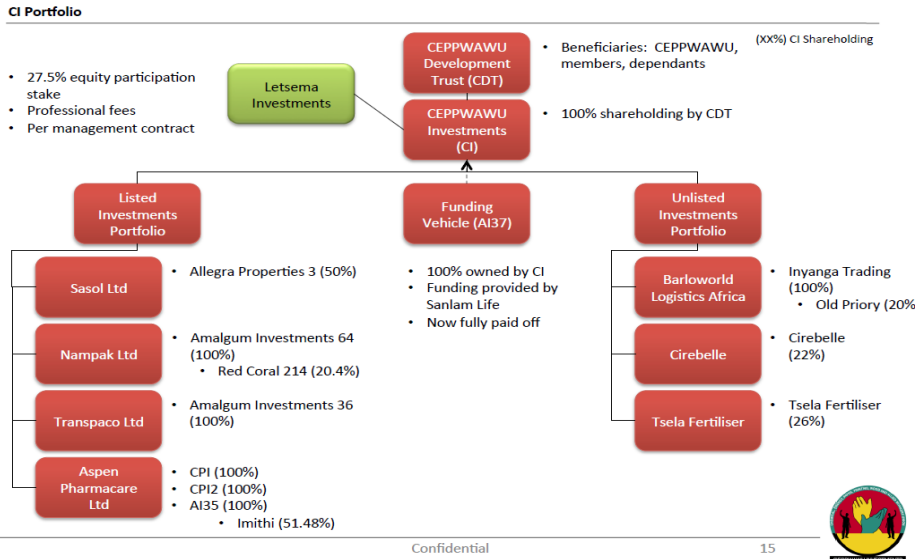
Loss in CI Value ± R454m

1. Who's interest was it protecting?
2. Loss of CI Value due to CPI & CPI2
 - Delegation of Authority on sale of major rands of Assets
 - "Company's Act"



CI HISTORY

CI Portfolio Description



1. If CDT is 100% Shareholder how does CI Board get to give away 27% of CDT's Assets?
2. Sale/Disposal of Assets without in involvement of the Shareholder

Note: CI Portfolio

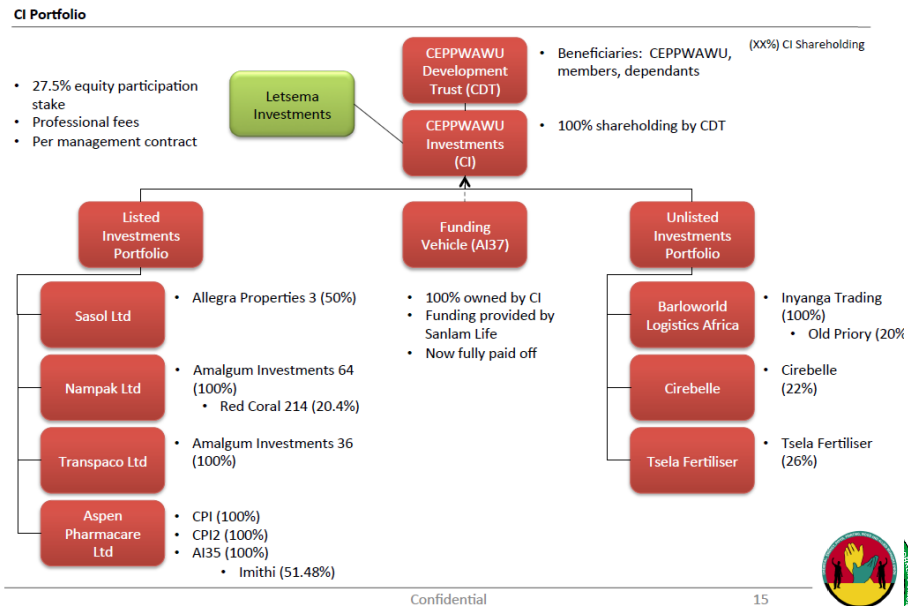
1. LI % 1527,5%
2. CI is XX % - What does it mean?
3. Our own service provider does not know what is our share
4. Again apart from the Shareholder, who can dispose of the shareholders' shares?



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In the interest of the members

CI Portfolio Description



Notes

- Substantial value has been created over more than ten years of Letsema management
 - No investment capital
 - Essentially no working capital
 - Letsema working without management fee being paid for significant periods throughout the more than ten years
- All audits and statutory compliance up to date and continues to be done despite dispute
- Letsema continues to actively manage the portfolio to optimise shareholder value and comply with the contractual obligations on the various SPVs
- What about the value that could have been created in the last 5 years whilst wasting time with a baseless dispute?

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Fees not paid were accrued refer to contracts

Including their 27.5%

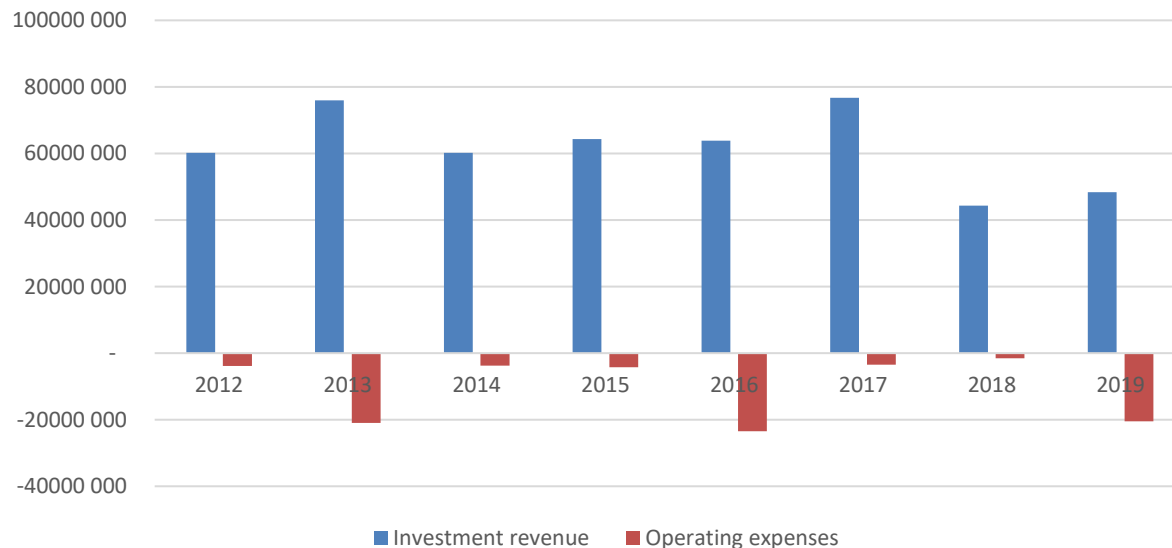
What good is the value if in the past 20 odd years it has not been passed to the beneficiaries?

CI Revenue earned in the last 7 years till Feb 2019

CI INCOME FROM 2012 - 2019		
Years	Investment revenue	Operating expenses
2012	60 232 832 -	3 767 177
2013	75 988 165 -	20 950 216
2014	60 232 832 -	3 718 835
2015	64 361 847 -	4 187 923
2016	63 834 587 -	23 455 851
2017	76 765 652 -	3 430 405
2018	44 311 743 -	1 538 932
2019	48 345 411 -	20 434 902
Grand Total	494 073 069 -	81 484 241

R494 million of which per the objectives of Trust Deed was due to the beneficiaries

Income Statement Graph



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CEPPWAWU Investments

16 November 2020

Design Study
Variations on a Venda Drum
Subject: The Drum
Artist: Phenius Masuvhelele



CI HISTORY

History with CEPPWAWU

A nearly 20 year history



CEPPWAWU INVESTMENTS

Setup of Investment Company

Letsema prepared a concept document proposal for CEPPWAWU (1999)

Subsequent management agreement concluded and signed (April 2000)

The challenge presented to Letsema was to grow a capital base

- Without injection of investment capital and
- Long periods without payment of management fees

Letsema has been a values-based partner to CEPPWAWU firstly through building CI and then through its efforts since 2008 to assist the Union in restoring good governance

CEPPWAWU circa 1998

Significant move by COSATU affiliated trade unions post 1994 to establish investment companies

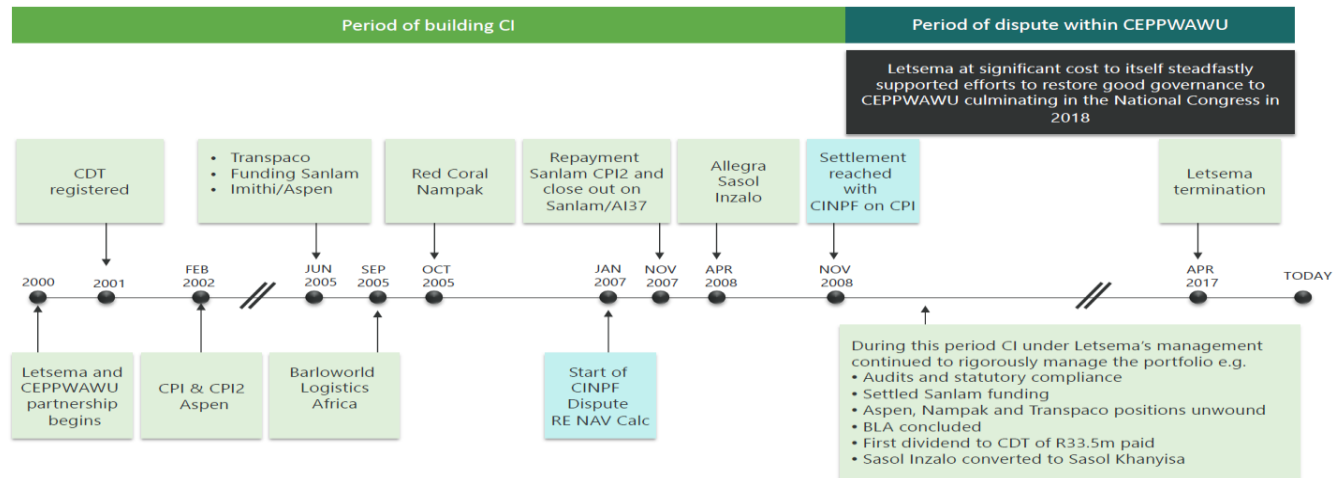
General Secretary entered discussions and CEPPWAWU Investments and Union contracted with Letsema

CEPPWAWU's motivation included the following:

- Creating a financial endowment for the union and its members
- Growing the industries and sectors that CEPPWAWU is organised in
- Promoting a model of active broad based BEE
- Promoting a values based form of ethical investing
- Growing CEPPWAWU's provident fund

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High level timeline of CI



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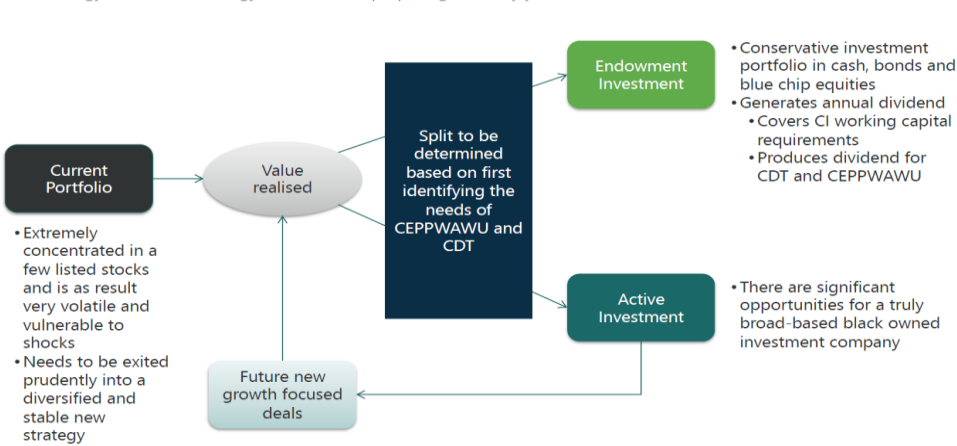
In the interest of the members



CI HISTORY

Proposed investment strategy

This strategy is the same strategy we have been proposing for many years

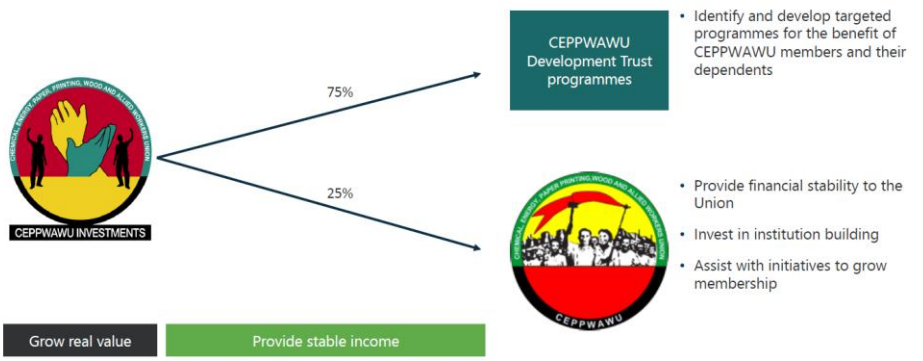


The goal is to deliver a predictable, consistent and growing dividend for CEPPWAWU and CDT programmes

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Ideas for dividends from CI (1/2)

But no dividends have been declared as the interest is invested in making CDT not to quorate. So that money does not go to the beneficiaries



Current Status and Portfolio (1/2)

Current Status of Management

- Letsema Investments (Pty) Ltd ("Letsema") served its notice of termination on CI and CEPPWAWU in terms of the partnership agreement at the end of February 2016 with the termination to take effect on 1 March 2017
- 1 March 2017 passed and the partnership was terminated forthwith.
- Letsema as per the partnership agreement remains responsible for the underlying investments that have yet to be unwound and it is responsible for bringing those investments to conclusion.
- Letsema will conclude on the unwinding of the remaining investments, conclude on the tax, accounting and secretarial affairs of those special purpose vehicle companies and bring them to final deregistration.
- With regards the management of CI itself; given the continued uncertainty and lack of resolution of the CEPPWAWU Development Trust board of trustees Letsema has offered, and the CI Board has resolved to accept, to continue to maintain the administration of CI
- From 2013 onwards, on the request of the leadership of the majority of regions within the Union, Letsema provided support for a programme to restore the functioning and governance of the Union. The support involved supporting the legal defence and the continued functioning of the regional governance structures. Significant costs were incurred over the following 5 years which has yet to be repaid.

Failure of the Board

1. Board failed to replace Letsema
2. From 2017, 18,19, 20, 21 (5 Solid years) no one has managed CI
3. Board did not appoint and rejected suggested option
4. WHY, WHY?? – HANDS IN THE COOKIE JAR

Current Status and Portfolio (2/2)

Realised investments

Aspen Pharmacare Limited

- CEPPWAWU Pharmaceutical Investments (Pty) Ltd, CEPPWAWU Pharmaceutical Investments Two (Pty) Ltd and Imithi Investments (Pty) Ltd have all been completely unwound and the shares are no longer encumbered by any debt instrument or lock up agreement.
- CI as a result now holds 10,053,368 Aspen Pharmacare Limited ("APN") shares outright.

Transpaco Limited

- Amalgum Investments 36 (Pty) Ltd has been completely unwound and the shares are no longer encumbered by any debt instrument or lock up agreement.
- CI as a result now holds 6,661,225 Transpaco Limited ("TPC") shares outright.

Nampak Limited

- Amalgum Investments 64 (Pty) Ltd has been completely unwound and the shares are no longer encumbered by any debt instrument or lock up agreement.
- CI as a result now holds 1,404,526 Nampak Limited ("NPK") shares outright.

Investments in progress

Barloworld Logistics Africa (Pty) Ltd

- Inyanga Trading 214 (Pty) Ltd holds CI's stake in Old Priory Investments (Pty) Ltd which held the investment in Barloworld Logistics Africa (Pty) Ltd
- The investment in Barloworld Logistics Africa (Pty) Ltd has been unwound.
- Old Priory Investments (Pty) Ltd is in the process of being unwound.

Sasol Limited

- CI has a 50% shareholding of Allegra Properties 3 (Pty) Ltd
- Allegra Properties 3 (Pty) Ltd held an investment in the Sasol Inzalo BBBEE scheme which has since been converted into the Sasol Khanyisa BBBEE scheme which has a 10 year lock up and funding arrangement until 2028
- Allegra Properties 3 (Pty) Ltd as result now holds 27,323 Sasol BEE ("SOLBE1") shares and 273,224 Sasol Khanyisa ("USOLKH") shares

Cirebelle Fine Chemicals (Pty) Ltd

- The underlying debt to Nedbank as per the leveraged buy out of Cirebelle (Pty) Ltd was paid in full on schedule.
- CI holds 22% of Cirebelle Fine Chemicals (Pty) Ltd.



MANAGEMENT AGREEMENT

Original documents can not be located. Information recorded is not consistent eg. First fee was R20K , later we see recorded as R25K



Share options is seen on subsequent contracts but backdated to first Aspen deal
The share option moves between 20% to 30% on various documents

Some presentation shows it as an incentive to be signed by the directors

Q: who has authority to give away assets that they do not own but only caretakers?

A: CI +/- 28% of share value

One contract to different initials on different part of
Page 3 of 3 – One person Signed for both CI and CDT

Not seen CDT Resolution outsourcing such contract subsequent

MANAGEMENT AGREEMENT

One contract to different initials on different part of
Page 3 of 3 – One person Signed for both CI and CDT

Not seen CDT Resolution outsourcing such contract subsequent



MANAGEMENT AGREEMENT - 2000

First, we have agreed to share the risk of financing the first year, in exchange for a 20% share of the equity in the deals that we put together during the year. We reached this number based on market precedent, where it is acceptable for “management” to share in the equity if they are sharing risk. It has the added benefit of further aligning our interests.

4. Kevin Fleischer of Letsema will initially be responsible for the management of CI, and will report to the board of CI, which will consist initially of Muzi Buthelezi (Chair), Isaac Shongwe, Denna Chetty, Absolom Ditshoke and Welile Noling. CI will report monthly to the board.

1. CI will pay a monthly fee in arrears of R25,000 ex VAT to Letsema.
2. CI will pay additional costs monthly in arrears on presentation of expense reports by Letsema. Additional expenses will include:
3. CEPPWAWU will assign to Letsema of the fixed investment of R1,000,000 held by it at Investec.

5.4 For any transactions initiated during the period, the allocation directly to Letsema of 20% of the equity stake held by CI, on the same terms and conditions as CI.

1. We have not seen any of these monthly reports
2. CI has never presented us with reports prepared for CDT Trustees

1. This used to be R20 000. Not sure what chanced

1. Why do this? – Who benefits
2. Where is this money?

3. This later moved to 30% and ended on 27.5%

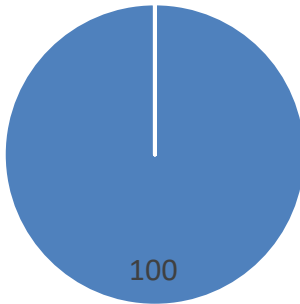


MANAGEMENT AGREEMENT - 2001

8. Increased LI Share of Transactions In Recognition Of Accrued Loan
- The amount of R550,444.79 accrued from the outstanding fees balance from the original contract and “de facto” operational period will be placed in a loan account (which will not bear interest unless the principal sum is not repaid by December 2002) in exchange for a greater share (of all the rights enjoyed by CI) of all the deals signed by CI for the duration of the new (and any subsequent) management contract(s)
 - This provision of a greater share of deals will become applicable only once Letsema and CI have secured a transaction(s) that brings in sufficient capital to pay off the loan account due to Letsema
 - The increased share provision will apply to these deal(s), and all subsequent deals
 - LI will enjoy 30% of the rights (including equity, commissions, dividends, deal bonuses etc) enjoyed by CI in those transactions, on the same terms and conditions as CI.

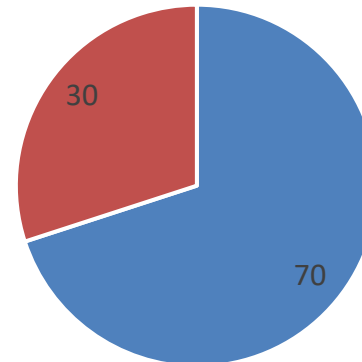
1. What does this mean? (Pie chart)
2. E.g. Aspen pays dividend to both 70/725% and CI get a share
3. 30/27% dividend is paid to LI
4. This clause result in double deeping

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■ LETSEMA

ASPEN SHARE



■ Aspen ■ CI



MANAGEMENT AGREEMENT - 2001

9. Transaction fees

- Each transaction will be agreed up-front with CI, on the advisory fee payable to LI, to conclude the relevant transaction (these fees are likely to be in addition to the monthly management fee only in exceptional cases)
- If an outside

1. We pay Advisory fee
2. Monthly fee, plus
3. 30 % on the same transaction

10. Cancellation

- The contract is designed to be a long-term partnership
- The contract is subject to termination at a written months notice by either party only under the following special circumstances
 - Fraud and/or a breach of fiduciary duties
 - Gross Mismanagement
 - Reckless Trading
- The contract, in the absence of these special provisions, will be terminated only after a notice period of 12 months
- Notice will be provided in writing to the authorised representatives of each organisation
 - CEPPWAWU: General Secretary
 - CI: Chairman
 - LI: Chairman

- ## 11. Any changes to this agreement will be in writing and agreed to and signed by all parties.

1. CDT Objective
2. If CDT is the Shareholder why is CDT not part of the parties signing the CI Agreements?
3. It makes me think:
If CDT was part to these parties, would CDT stand in quorate for so long?
I wonder!!!



C. AMENDMENT TO THE LI SHARE OF TRANSACTIONS

7. Increased LI Share of Transactions In Recognition of financial assistance.
 - The contract (clause 8) made provision for LI to access an increased share of the rights enjoyed by CI in transactions, in recognition of the substantial financial assistance provided by Letsema Investments. The actual increase of share of rights in terms of the first transaction, will however be allocated to provide LI with capital compensation for relinquishment of its rights to the monthly management fee, which will now fall away.
 - The previous right to a 20% share of CI's rights will now increase to 30%
 - This provision was applicable only once Letsema and CI have secured a transaction(s) that brings in sufficient capital to provide an initial working capital injection to CI for one year's operations
 - The increased share provision will apply to the Aspen deal, and all subsequent deals.
 - LI will enjoy 30% of the rights (including, but not limited to equity, commissions, and dividends) enjoyed by CI in those transactions, on the same terms and conditions as CI.
 - The Aspen transaction (the purchase of 7.5% of the ordinary equity of Aspen by CI) fulfils the condition for the effective application of this clause.
 - This addendum therefore confirms the implementation of the clause.

MANAGEMENT AGREEMENT - 2007

3. THE OLD DEBT

- 3.1 It is agreed that the old debt shall become payable only at such time, as and when and to the extent that CI receives income from whatever source, but at the latest it shall be repaid as and when investments in entities known by the parties as CPI 1 and CPI 2 are realised, whether partially or fully, which is expected to take place in 2009.
- 3.2 Once the old debt becomes payable in full, interest shall accrue thereon at the prime rate of interest charged by First National Bank, on overdraft, calculated with effect from 1 March 2009 to date of payment.

5. TRANSACTIONS CONCLUDED BY CI

- 5.1 The parties record that Letsema's equity stake in all transactions concluded by CI since inception including CPI1 (Aspen Pharmacare Limited) and CPI2 (Aspen Pharmacare Limited), Imithi (Aspen Pharmacare Limited), Red Coral (Nampak Limited), Old Priory (Barlowworld Logistics Africa Pty Limited), Amalgum Investments 36 (Pty) Ltd (Transpaco Limited), namely 27.5% of all the shares which are held therein in the name of CI, shall yield to Letsema 27.5% of all benefits received by CI, whether from dividend, realisation of equity or any other source, for which CI shall account to Letsema and pay to Letsema as and when received by CI.

1. One need to establish the authority of such powers
2. Conflict of interest again
3. Directors fiduciary duties



MANAGEMENT AGREEMENT – INCENTIVE –



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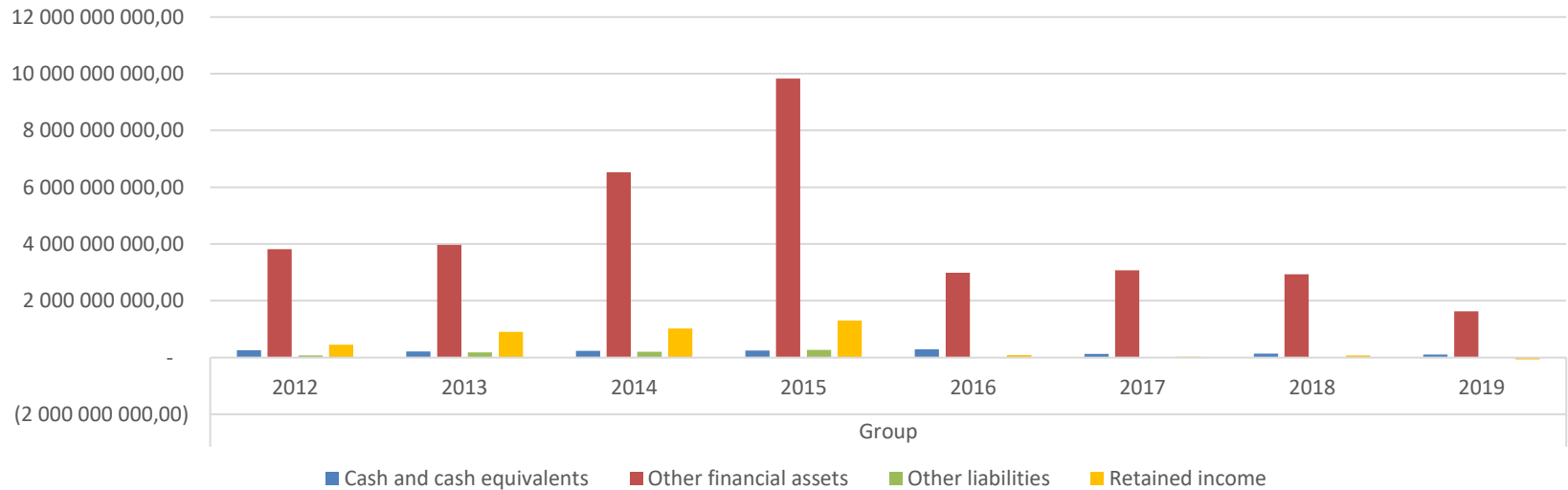
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CI -Balance Sheet 2012 TO 2019

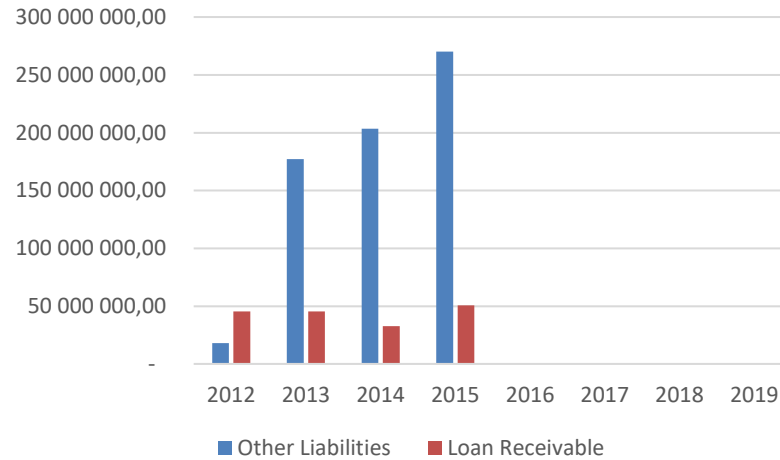
Balance Sheet	Group							
	2012	2013	2014	2015	2016	2017	2018	2019
Cash and cash equivalents	260 074 667,00	210 581 276,00	233 156 216,00	250 365 960,00	285 728 563,00	129 576 477,00	138 606 294,00	107 953 308,00
Other financial assets	3 812 370 149,00	3 967 294 706,00	6 521 326 915,00	9 831 452 533,00	2 986 152 557,00	3 076 628 151,00	2 930 485 287,00	1 628 926 791,00
Other liabilities	70 668 815,00	177 145 696,00	203 471 462,00	270 074 161,00	-	-	-	-
Retained income	447 239 879,00	907 151 919,00	1 027 705 925,00	1 298 428 114,00	80 439 210,00	25 680 364,00	74 022 507,00	63 550 021,00
Letsema Investment PTY LTD	2012	2013	2014	2015	2016	2017	2018	2019
Other Liabilities	18 106 935,00	177 145 696,00	203 471 462,00	270 074 161,00	-	-	-	-
Loan Receivable	45 378 903	45 378 903	32 672 006	50 778 942	16 118	-	-	-
Aspen Pharmacare Holdings Ltd	2012	2013	2014	2015	2016	2017	2018	2019
Value of shares	225 364 546,00	326 503 757,00	566 263 425,00	858 314 305,00	422 851 177,00	426 135 490,00	406 179 891,00	-
Aspen Pharmacare Holdings Ltd	2012	2013	2014	2015	2016	2017	2018	2019
Number of shares	2 074 225	2 074 225	2 074 225	2 074 225	1 503 813	1 503 813	1 503 813	-

BS Graph Analysis

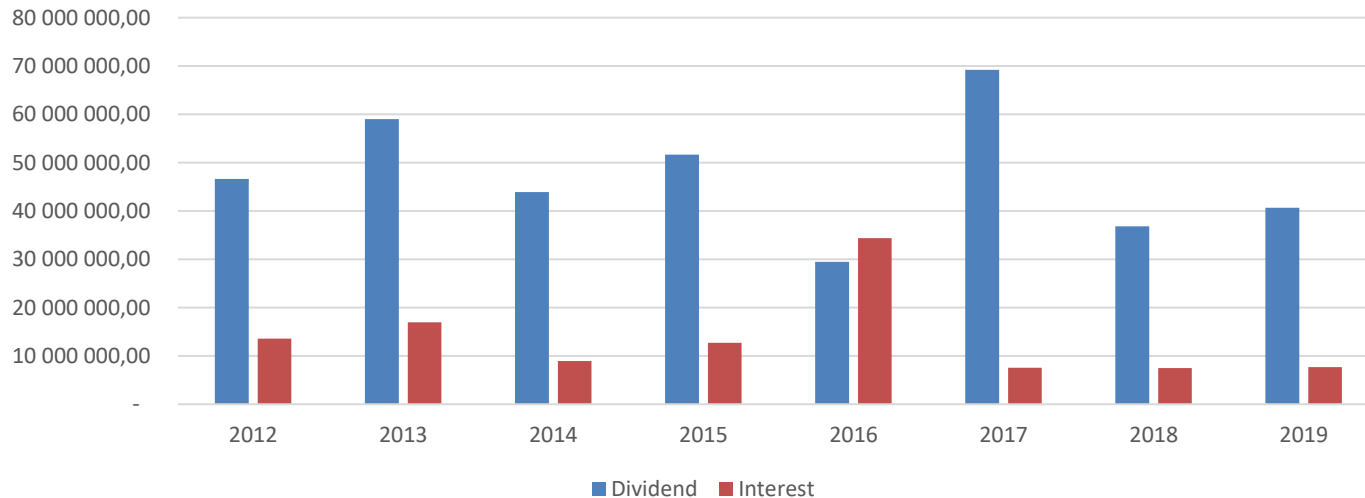


CI- Balance Sheet continues:

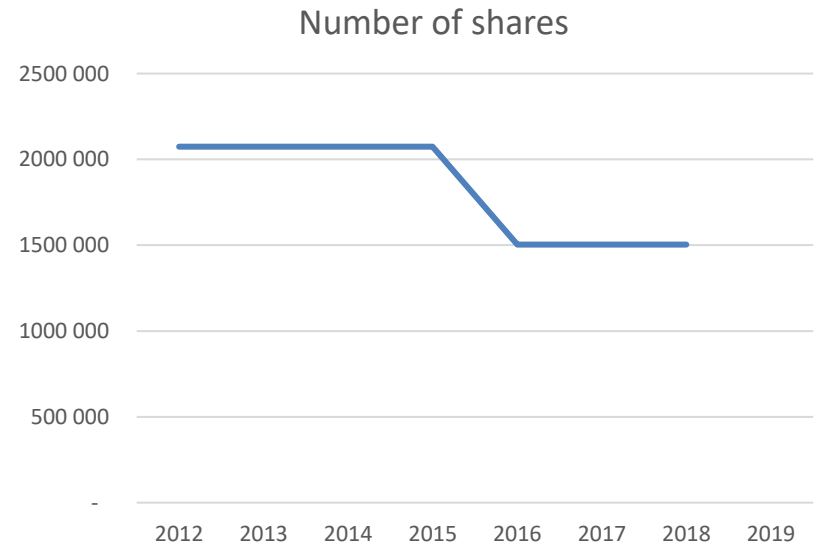
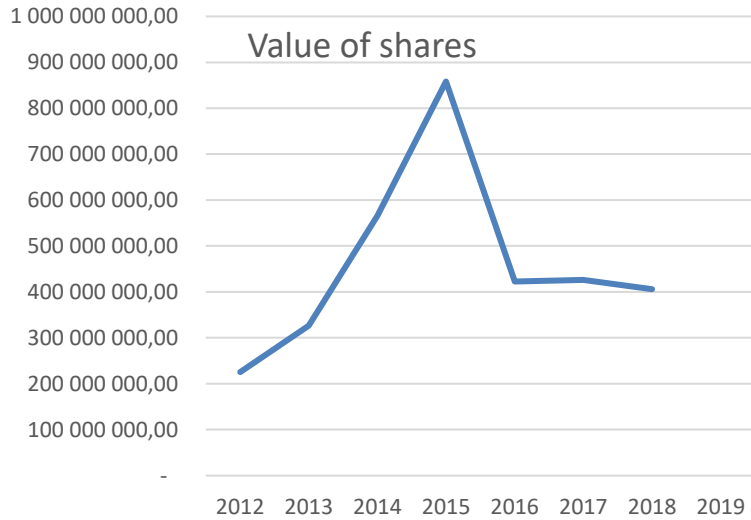
Letsema Investment PTY LTD



Investment Revenue



CI Balance Sheet. Aspen shares



REFER TO THE PIE CHART - 16



2. Our approach

In formulating our financial model we have considered the following key factors about the company and its future dealings and structured the model around the following points:

- 2.1 Working capital requirements analysis;
- 2.2 Liquidity analysis of the CI's investments;
- 2.3 Enquired on the key assumptions relating to the rate of forecast dividend growth of the Trust's investments based on the past track records;
- 2.4 Evaluate the cash flow forecast to assess the nature, timing and extent of the terms of repayment of the various funding utilised to fund the CI's investments; and
- 2.5 Sensitivity analysis to take into account the following:
 - o Variations in the rate of dividend distribution; and
 - o Interest sensitive funding instruments

We have addressed each of these points separately on the paragraphs to follow. We applied our professional judgment in collaboration with insightful information received from Derek Thomas and Luke McLachlan, the management of Letsema Investments Management (Property) Limited ('Lestema').

MANAGEMENT TIMELINES



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SIZWE NTSALUBA GOBODO REPORT (02 July 2012)

Ceppwawu Development Trust
Financial Model Report
11 May 2012

3. Our results

The Trust is a sole shareholder of CI. The Trust's beneficiaries are Ceppwawu, its members and dependents. The Trust does not have any other investments or activities other than its investment in CI.

Below is an analysis of the investments made by CI which are key in formulating a financial model for the purpose of forecasting the likely future amounts that may be available for distribution by the CI to the Trust and ultimately to the beneficiaries:

Overview of CI's Investments as at 28 February 2012:

Investment Analysis

Nature of Investments	Date commenced	Maturity Date	Lockup period ("Months")	Time remaining from 1 March 2012 ("Months")	Debt outstanding as at 29 February ***	NAV as 29 Feb 2012 AFS ***
Listed Investment Portfolio						
Sasol Ltd						
Allegria Properties 3 (50%)	01 March 2008	01 March 2018	120	72	92 500 000	10 000 000
Nampak						
Amalgum Investment 64 (105%)	01 October 2005	01 October 2014	106	24	10 000 000	17 500 000
Transpaco Ltd						
Amalgum Investments 36 (100%)	01 June 2005	01 June 2012	84	3	51 000 000	79 770 592
Aspen Phamacare Ltd						
CP1 (100%)	01 February 2002	01 February 2009	84	0	-	231 000 000
CP1 2 (100%)	01 February 2002	01 February 2009	84	0	11 600 000	253 787 225
A135 (100%)	01 June 2005	01 June 2015	120	39	682 000 000	1 200 000 000

Unlisted Investment Portfolio

Nature of Investments	Date commenced	Maturity Date	Lockup period ("Months")	Time remaining from 1 March 2012 ("Months")	Debt outstanding as at 29 February ***	NAV as 29 Feb 2012 AFS ***
Barloworld Logistics Africa						
Inyanga Trading (100%)	28 September 2005	01 September 2012	120	42	47 000 000	-
Cirebelle						
Cirebelle (22%)	01 May 2008	01 June 2013	60	14	2 400 000	-
Total					896 500 000	1 792 057 821

Notes

*** - Please note that this amounts were extracted from the Annual Financial Statements of the intermediary companies
 *** - We could not ascertain the NAV of all unlisted investments as per discussion with Letsema their valuation is subjective, but due to size of the investment in relation to total portfolio, we have considered the valuation unnecessary for the purpose of the model

-Date of Commencement : this is the date the investment was bought
 -Maturity Date : This is the date when the debt relating to investment is settled and the lock out period has also elapsed.
 -Lock out period : This is the number of years the shares are "not available" for resale by CI
 -Time Remaining : This is the time remain in the "Lock out period" - Calculated from 29 February 2012

Ceppwawu Development Trust
Financial Model Report
11 May 2012

3. Our results (continued)

3.1 Working Capital Requirements

As per our discussion with Derek Thomas, we established that operating requirements of R4 million per annum would be essential for CI. The operating requirements relates to the following:

- Letsema's management fees;
- Annual audits;
- Professional advisory services; and
- Other ancillary expenses.

It is our understanding that in the past, certain expenses were not paid due to loss making position that CI was experiencing. Majority of these outstanding amounts were owed to Letsema, the details of which are as follows:

Details	Original Amount	Years Unpaid	Mora Interest	Final Amount including interest
Equity participation stake	18 106 935.00	3	15.50%	27 899 145.08
Unpaid fees 2009/10	456 000.00	3	15.50%	702 604.29
Unpaid fees 2010/11	1 368 000.00	2	15.50%	1 824 946.20
Unpaid fees 2011/2012	1 368 000.00	1	15.50%	1 580 040.00
Legal fees outstanding per settlement	2 800 000.00	0		2 800 000.00
Total	R 24 098 935.00			R 34 806 735.56

These amounts have been outstanding and owed to Letsema for the past 4 to 5 years and based on the order of preference with the encashment of the CP11 investment of R231 million, the amount due of R35 million will need to be settled first.

We have assumed an implied interest of 15.50% which is common in practice for long outstanding amounts where a client (Letsema in this case) has been owed an amount over time and still continuous to offer services under the condition of "good faith".

The last factor to be considered with regards to working capital requirement is the liquidity and freeing up of debt for the Transpaco shares once the lock out period ends at the end of June 2012 (see 3.2 below for further analysis).

Based on the discussions with Letsema's management, the best possible outcome is to free up the remaining debt in Transpaco by the end of June 2012, which will result in outflow of cash of R51 million and in turn produce a steady inflow of dividend income in the future, until such time that Transpaco shares can be sold. Depending on the decision taken by Trustee this R51million can be included as draw down on R231 million or sale of Transpaco shares, but the difference is immaterial.



SIZWE NTSALUBA GOBODO REPORT (02 July 2012)

Ceppwawu Development Trust
Financial Model Report
11 May 2012

ANNEXURE A

Key assumptions used in the financial model

Analysis of the base case scenario of divided flows for the following three investments to be received by CI:

- Amalgum Investment 35 - AI35 (Imithi/Aspen)
- Amalgum Investment 36 – Transpaco Limited
- Ceppwawu Investment 2 – CPI 2 (Aspen)

Annexure A				Notes		
Base Interest rate						
Current cash holdings	R	231 809 513		A		
Last interest received		12 547 113		B		
Average interest rate		5.4%		C		
Opening cash balance Est.						
Current cash holdings		R	231 809 513	A		
Less	Years unpaid	More interest				
Equity participation stake	R	18 106 935	3 15.50%	R 27 895 145		
Unpaid fees 2011/2012	R	1 368 000	1 15.50%	R 1 580 040		
Unpaid fees 2010/11	R	1 368 000	2 15.50%	R 1 824 946		
Unpaid fees 2009/10	R	456 000	3 15.50%	R 702 604		
Legal fees outstanding per settlement	R	2 800 000	0	R 2 800 000		
				R 197 002 783		
Settlement of IDC preference shares				R 52 000 000		
Cash balance post Letsema settlement				R 145 002 783		
Interest Forecast						
		Basic Escalation				
		2013/2014	2014/2015	2015/2016	2016/2017	
Cash balance post Letsema settlement	R	145 002 783	7 848 540	7 848 540	7 848 540	7 848 540
Current bottom line profits		14 333 145	14 734 589	15 147 234	15 570 752	
Impact on bottom line		17 359 813	17 761 257	18 173 902	18 597 420	N1=[F+G1]
Interest gained		3 026 668	3 026 668	3 026 668	3 026 668	G1
Interest rates up 2%		10 875 209	10 875 209	10 875 209	10 875 209	H
Interest received		7 848 540	7 848 540	7 848 540	7 848 540	
Interest rates down 2%		5 075 097	5 075 097	5 075 097	5 075 097	H
Interest forgone		2 729 448	2 729 448	2 729 448	2 729 448	G2
Impact on bottom line		11 559 702	11 961 146	12 373 795	12 797 309	N2=[E-G2]

Notes

A - This is the current bank balance as 29 February 2012 AFS

B - This amount relates to average interest income received based on R231 million

C - Equates to {B divided A} above

Ceppwawu Development Trust
Financial Model Report
11 May 2012

ANNEXURE B

Cash flow forecast

Cash Flow Forecast	Current Year		Base Year		Basic Escalation						
	2012/2013	2013/2014	Going Forward	2014/2015	2015/2016	2016/2017					
Estimated Interest Income	R	7 848 540	R	7 848 540	R	7 848 540	R	7 848 540	R	7 848 540	
Less Estimated Operating Expenses	R	3 669 600	R	3 265 649	10%	R	3 585 126	R	3 936 196	R	4 322 001
Management fees	R	1 368 000	R	2 002 889	10%	R	2 203 178	R	2 423 495	R	2 665 845
Accounting/audit/secretarial	R	110 000	R	121 000	10%	R	133 100	R	146 410	R	161 051
Professional advisory	R	450 000	R	200 000	10%	R	220 000	R	242 000	R	266 200
Bank charges	R	1 600	R	1 760	5%	R	1 848	R	1 940	R	2 037
Interest paid	R	140 060	R	140 000	5%	R	147 000	R	154 350	R	162 068
Legal fees	R	1 600 000	R	800 000	10%	R	880 000	R	968 000	R	1 064 809
PBT	R	4 178 940	R	4 582 892		R	4 263 415	R	3 912 345	R	3 526 539
Less Taxation	R	1 211 893	R	1 329 639		R	1 236 390	R	1 134 580	R	1 022 696
Net Income	R	2 967 048	R	3 253 253		R	3 027 024	R	2 777 765	R	2 503 843
Add Net Dividend Income	R	13 878 745	R	14 572 683	5%	R	15 301 317	R	16 066 383	R	16 869 702
Estimated Total Net Income	R	16 845 793	R	17 826 536		R	18 328 341	R	18 844 147	R	19 373 545
Contingency		20%		20%			20%		20%		20%
Estimated Amount available for Distribution to CDT	R	13 476 634	R	14 281 229		R	14 662 673	R	15 075 318	R	15 498 836

SIZWE NTSALUBA GOBODO REPORT (02 July 2012)

Ceppwawu Development Trust
Financial Model Report
11 May 2012

ANNEXURE C

Estimated dividends analysis

Annexure C			
Estimated annual net Dividend Income			
1	AI35 (Imithi/Aspen)	R	8 002 352
2	CPI2 (Aspen)	R	1 506 504
3	AI36	R	4 369 890
	Total	R	13 878 745
AI35			
	Imithi Aspen Shares (ords+convertible prefs)		31 000 000 A
	Ordinary		13 400 000 N1
	Convertible Preference		17 600 000 N2
	<i>Less</i>		
	Shares est. To be sold to settle A prefs and CGT and transaction costs	4 600 000	B
	Shares est. To be sold to settle B prefs and CGT and transaction costs	5 000 000	B
	Net Imithi Aspen share post redemption and conversion (ESTIMATE)	21 400 000	C = { A+B }
	Aspen Dividend 2011 R/share	R 1.05	N3
	Imithi Aspen Dividend base line revenue	R 22 470 000	D = { C x N3 }
	Imithi annual operating expenses Est.	R 1 000 000	N4
	Imithi annual net baseline income	R 21 470 000	E = { D - N4 }
	AI35 share @ 51.42%	R 11 037 727	N5
	Less equity participation stake @ 27.50%	R 8 035 375	N6
1	Net CI Share	R	8 002 352
CPI2			
	CPI2 Aspen Shares	2 074 225	F
	Aspen Dividend 2011 R/share	R 1.05	N3
	CPI2 Aspen Dividend baseline	R 2 177 936	G = { F x N3 }
	CPI2 operating expense Est.	R 300 000	N4
	CPI2 net income	R 2 077 936	H = { G - N4 }
	Less : equity participation stake 27.50%	R 571 432	N6
2	Net CI Share	R	1 506 504
AI36			
	AI36 Transpaco Shares	8 280 316	I
	Net AI36 Transpaco shares post redemption	8 280 316	J = { I - B1 }
	Transpaco Dividend 2011 R/share	0.74	N3
	AI36 Transpaco Dividend base line revenue	R 6 127 434	K = { J x N3 }
	AI36 operating expense Est.	R 300 000	N4
	AI36 share	R 6 027 434	K = { J x N3 }
	Less equity participation stake : 27.50%	R 1 657 544	N6
3	Net CI Share	R	4 369 890

Ceppwawu Development Trust
Financial Model Report
11 May 2012

N = Notes:

N1 – Number of ordinary shares held by CI over Imithi/ Aspen shares

N2 – The number of preference shares held by CI over Imithi/ Aspen shares

N3 – This is the average dividend paid out by Aspen Pharmacare (Pty) Ltd.

N4 – This is the estimated expenses amount to be incurred by the company as working capital requirement.

N5 - Equates to CI's share of Imithi at 51.42%

N6 - This equates to the equity participation of Letsema Investment of 27.50%

B – These are the number shares assumed to be sold at the current market prices to convert CI preference shares to ordinary shares. This amount is inflated to cover any possible transaction shares.

B1 - These are the number shares assumed to be sold at the current market prices to convert CI preference shares to ordinary shares. This amount is inflated to cover any possible transaction shares.



PREAMBLE

WHEREAS –

- 1.1 opportunities to uplift the standards of living of workers of this country can, in addition to shopfloor struggles, be found in trade unions embarking on valuable investment opportunities;
- 1.2 it is the intention of the parties that investment opportunities should be pursued in a manner that –
 - 1.2.1 is socially responsible;
 - 1.2.2 contributes to the empowerment and development of workers and their families and communities; and
 - 1.2.3 is appreciated of the links between pursuing investment opportunities and the struggles of fellow workers in the workplace.

NOW THEREFORE the parties record their intention of establishing a trust to be known as the CEPPWAWU Development Trust (“the Trust”)

OBJECTIVES OF THE TRUST

- 3.1 The primary object of the Trust is to generate income from investment and other sources and to utilize this income to provide financial assistance to the beneficiary (viz. CEPPWAWU) and its members and their families and communities.

- 3.2 The subsidiary object of the Trust is to make investments in ventures likely to directly, or indirectly contribute to the empowerment and development of CEPPWAWU members, their families and their communities.

BOTH THE PREAMBLE & THE OBJECTIVES HAVE NOT BEEN FULFILLED IN THE LAST 20 YEARS .

CI FIGHT ANYONE WHO WANT TO PREAMBLE & OBJECTIVES

Membership information form

www.ceppwawu.org.za

CEPPWAWU Membership Information Form


CEPPWAWU Membership Number			
Surname		Maiden Surname	
Names			
Citizenship		Country of Birth	
ID Number (S Africans only)		Passport Number (if not South African)	
		Passport issuing country	
Cell Phone		Alternative Cell Number	
Work e-mail		Personal e-mail	
Residential Town		Residential Township/ Suburb/ Village	
Residential Address			
Next of Kin Surname		Next of Kin Cell Number	
Names of Next of Kin			
Legal Name of Employer		Trading Name of Employer (if different from Legal)	
Town of Employer Operations		Employer Switchboard Number	
Primary Employer Contact Position		Primary Employer Contact Position	
Primary Employer Contact Person		Contact Number of Primary Employer Contact Person	
Contact Number of Alt Employer Contact Person		Email Address of Alt Employer Contact Person	
Employer Address			
Date of Employment		Job Title	
Weekly Wage		Number of Dependents	
Monthly Membership Fee			
Resignation/ Termination Date/Death			
Married: Y/N			
Banking Details (OPTIONAL)			

Turn Over



CDT LETTER OF AUTHORITY (LOA)

G.P.-S. 003-0148 J 246


DEPARTMENT VAN JUSTISIE
REPUBLIEK VAN SUID-AFRIKA
DEPARTMENT OF JUSTICE
REPUBLIC OF SOUTH AFRICA

**MAGTIGINGSBRIEF
LETTERS OF AUTHORITY**

Ingevolge artikel 6(1) van die Wet op Beheer oor Trustgoed, 1988 (Wet 57 van 1988)
In terms of section 6(1) of the Trust Property Control Act, 1988 (Act 57 of 1988)

No: TRUST 8723/01

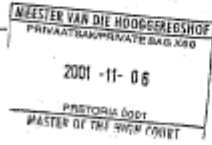
Hiermee word gesertifiseer dat /
This is to certify that Ernst Mochauxi Buholezi, Piliso Pasa Danyi,
Motlalepho Kleronis Tsolo, Keith Ronald Victor Jacobs,
Oupa Isaac Shongwe, Donald Mlindwa Garreke

gemagtig word om op te tree as trustee(s) van die /
is/are hereby authorized to act as trustee(s) of the CEPPWAWU DEVELOPMENT

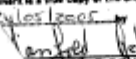
Trust /
Trust:

GEGEE onder my hand te / op hede die
GIVEN under my hand at PRETORIA this 06th day of November 2001.

ASST. MEESTER VAN DIE HOOGGEREGSHOF
ASST. MASTER OF THE HIGH COURT
2246A/E *urdw



attached to a true copy of the original, which was signed by


ED GRITZ - B.COMPT HONOURS CA (SA)
Solicitor-General of @Batho (RSA)
SAICA Reg No: 00151483
Partner - J R Mills & Co CA (SA)
Practice No. 064212E
14th Avenue, Melville, 2002

J.246


the doj & cd
Department:
Justice and Constitutional Development
REPUBLIC OF SOUTH AFRICA

MASTER OF THE NORTH GAUTENG HIGH COURT: PRETORIA

MAGTIGINGSBRIEF LETTERS OF AUTHORITY

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No: IT 8723/01

Hiermee word gesertifiseer dat /

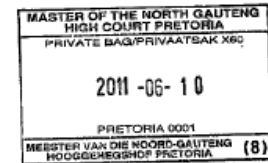
This is to certify that: ISAAC OUPA SHONGWE-6205255 801085,ZOLILE ABEL
DLAMINI-660124 5450 084,KHAYELIHLE MNYANDU 640208 5356 089,
GEOFFREY KEITH EVERINGHAM-490930 5074 088,AZHAR EBRAHIM BHAM-
620426 5165 086


gemagtig word om op te tree as trustee(s) van die /

is/are hereby authorized to act as trustee(s) of the CEPPWAWU DEVELOPMENT

Trust

GEGEE onder my hand te / op hede die
GIVEN under my hand at this day of dag van




ASST. MEESTER VAN DIE NOORD GAUTENG HOOGGEREGSHOF
ASST. MASTER OF THE NORTH GAUTENG HIGH COURT

J246



CDT LETTER OF AUTHORITY

G.P.-S. 003-0148



REPUBLIC OF SOUTH AFRICA

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In terms of Section 6(1) of the Trust Property Control Act, 1988 (Act 57 of 1988)

No: IT 8723/01

Hiermee word gesertifiseer dat /

This is to certify that

ISAAC OUPA SHONGWE - 620525 5801 085
GEOFFREY KEITH EVERINGHAM - 490930 5074 088
AZHAR EBRAHIM BHAM - 620426 5165 086
NOBUHLE JUDITH DLAMINI - 590706 0721 082
RAPULE PETER TSOTETSI - 610703 5678 082

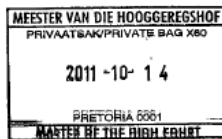
gemagtig word om op te tree as trustee(s) van die /
is/are hereby authorized to act as trustee(s) of the

CEPPWAWU DEVELOPMENT TRUST

GEGEE onder my hand te op hede die dag van
GIVEN under my hand at Pretoria this 14TH day of October year 2011

Signature

ASSISTENT MEESTER
ASSISTANT MASTER



DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT



BACK 2 BLACK

G.P.-S. 003-0148



REPUBLIC OF SOUTH AFRICA

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MAGTIGINGSBRIEF LETTERS OF AUTHORITY

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No: IT 8723/01

Hiermee word gesertifiseer dat /

This is to certify that

SIMON MOFOKENG - 630924 5511 083
ISAAC OUPA SHONGWE - 620525 5801 085
GEOFFREY KEITH EVERINGHAM - 490930 5074 088
AZHAR EBRAHIM BHAM - 620426 5165 086
NOBUHLE JUDITH DLAMINI - 590706 0721 082
RAPULE PETER TSOTETSI - 610703 5678 082

gemagtig word om op te tree as trustee(s) van die /
is/are hereby authorized to act as trustee(s) of the

CEPPWAWU DEVELOPMENT TRUST

GEGEE onder my hand te op hede die dag van
GIVEN under my hand at PRETORIA this 01 day of MARCH year 2012

Signature


ASSISTENT MEESTER
ASSISTANT MASTER

DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT



CDT LETTER OF AUTHORITY

G.P.-S. 003-0148 J248


REPUBLIC OF SOUTH AFRICA

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This is to certify that

SIMON MOFOKENG-630924 5511 083
NOBUHLE JUDITH DLAMINI-590706 0721 082
RAPULE PIETER TSOTETSI-810709 5678 082
NOCONGRESS EUNICE DLODLO-541006 0685 085
THAMSANCA VUMANI MHLONGO-730706 5621 082
AZHAR EBRAHIM BHAM-620426 5165 086
GEOFFREY KEITH EVERINGHAM-490630 6074 088

gemagtig word om op te tree as trustee(s) van die /
is/are hereby authorized to act as trustee(s) of the
CEPPWAWU DEVELOPMENT TRUST

GEGEE onder my hand te PRETORIA op hede die 18 dag van September year 2012
GIVEN under my hand at PRETORIA this 18 day of September year 2012

Signature 
ASSISTENT MEESTER
ASSISTANT MASTER


SAKKE VAN DIE NOORD-GAULTENG
HOOGGERICHT PRETORIA
PRIVATE SAK/PRIVAATSAK NO. 2013-10-07

2012-09-18

PRETORIA 0001
MEESTER VAN DIE NOORD-GAULTENG
HOOGGERICHT PRETORIA (8)

DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT

G.P.-S. 003-0148 J248


REPUBLIC OF SOUTH AFRICA

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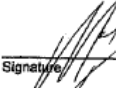
No: IT 8723/01

Hiermee word gesertifiseer dat /
This is to certify that

NOBUHLE JUDITH DLAMINI-590706 0721 082
SIMON MOFOKENG-630924 5511 083
NOCONGRESS EUNICE DLODLO-541006 0685 085
THAMSANCA VUMANI MHLONGO-730706 5621 082
GEOFFREY KEITH EVERINGHAM-490630 6074 088
GCOBANI DESMOND NGCANGISA - 720203 6716 087

gemagtig word om op te tree as trustee(s) van die /
is/are hereby authorized to act as trustee(s) of the
CEPPWAWU DEVELOPMENT TRUST

GEGEE onder my hand te Pretoria op hede die 7 dag van October year 2013
GIVEN under my hand at Pretoria this 7 day of October year 2013

Signature 
ASSISTENT MEESTER
ASSISTANT MASTER

MASTER OF THE NORTH GAULTENG
HIGH COURT PRETORIA
PRIVATE SAK/PRIVAATSAK NO. 2013-10-07

PRETORIA 0001
MEESTER VAN DIE NOORD-GAULTENG
HOOGGERICHT PRETORIA (8)

DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT

S/C



1. Finding the DGS at the time paid R90 000 to Ledwaba for 4 days on interviewing and writing the Cvs for these Trustees
2. Are we sure we want trustees whom the DGS can not even trust to tell master about themselves ?
3. If they can not do that ,can they take care of the millions of income due to the Trust or billions of Assets owned by the Trust?
4. CHA

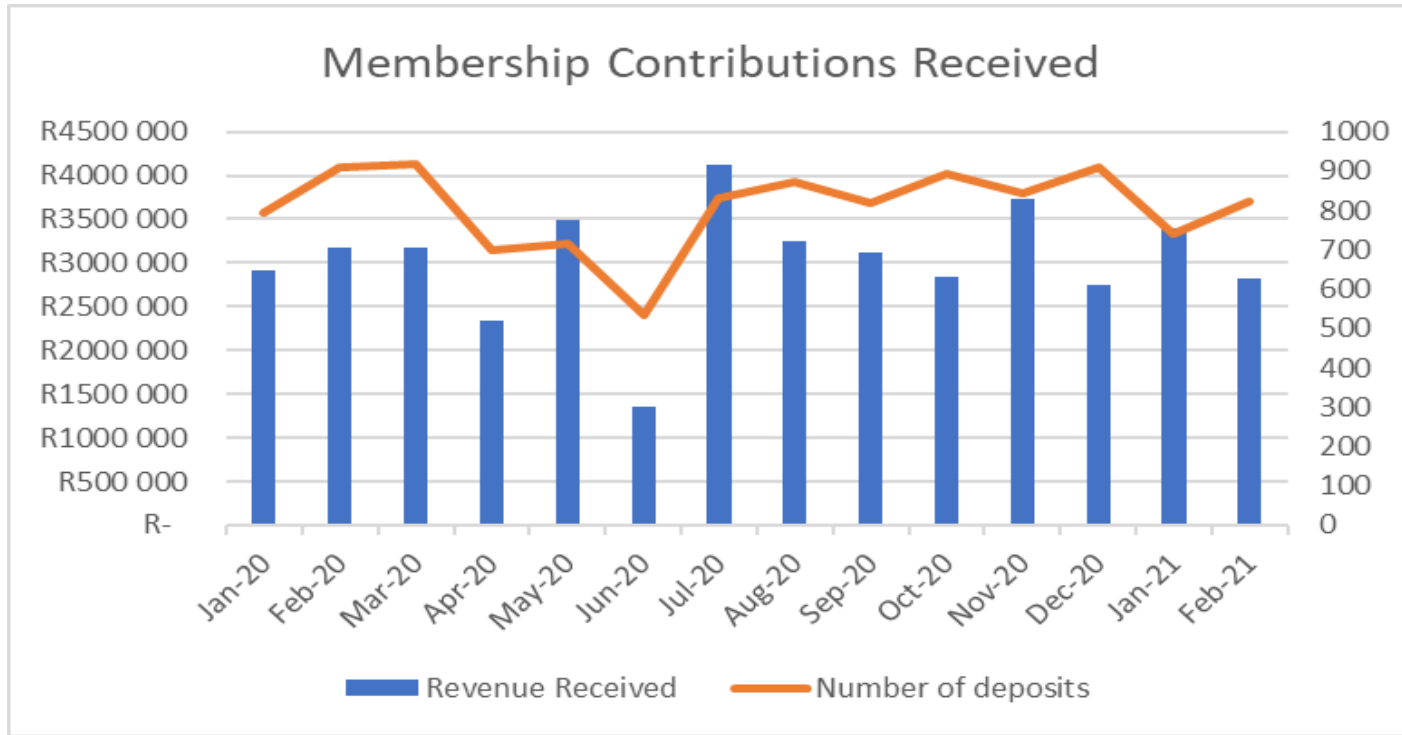
- 1. OBJECTIVE IS TO GET CDT TO BE OPERATIONAL**
- 2. TO MAKE CDT ALIVE**
- 3. GET MONEY TO BENEFIT THE COMMUNITIES**
- 4. TO GET CDT TO QUORATE**

UNION FINANCIAL POSITION

Years	2014 RM	2015 RM	2016 RM	2017 RM	2018 RM	2019 RM	2020 RM	Jan & Feb 2021
Revenue	42,4	41,8	41	39	38,5	35,8	34	
Accumulated loss	(16,5)	(23.2)	(27)	(-44)	(-79)	-(110)	(146)	
Assets	4,5	8,2	8,7	6,4	3	-5.2	18	
Liabilities	21	27	22	50,1	82,6	105	141,2	
Membership							46 000 ish	46 000 ish



2020 MEMBERSHIP



AUDIT UPDATE

ENTITY	To impliment Court Order		Court Order				Additional		
	2012	2013	2014	2015	2016	2017	2018	2019	2020
CEPPWAWU CONSOLIDATED									
	1	1	1	1	0	0	-1	-1	-1
	1	1	2	3	4	4			5
CEPPWAWU									
	1	1	1	1	0	0	0	0	-1
	1	1	1	1	6	7	8	8	
AGENCY ACCOUNT									
	1	1	1	1	1	1	1	-1	-1
	1	1	1	1	9	9	9		
CEPPWAWU DEVELOPMENT TRUST									
	1	1	1	1	1	1	1	1	-1
	1	1	1	1	1	10	10	10	
CEPPWAWU INVESTMENTS (PTY) LTD									
	1	1	1	1	1	1	1	1	-1
	1	1	1	1	1	1	1	1	



Thank You

QUESTIONS

