

This document serves as an overview of Paul Holden's evidence to the Zondo Commission, as presented in the Judicial Commission of Inquiry into State Capture Report: Part 2 Volume I (Transnet). All sections are quoted verbatim and paragraph numbering has been preserved for ease of reference. The full report can be downloaded at <https://presidency.gov.za>. Paul Holden's full submission on Transnet can be downloaded at <https://shadowworldinvestigations.org/projects-and-publications/the-state-capture-project>.

OVERVIEW OF STATE CAPTURE AT TRANSNET

17. State capture at Transnet involved a systematic scheme of securing illicit and corrupt influence or control over the decision-making. Corrupt actors sought to gain control over staff appointments and governance bodies to influence large procurements and capital expenditure by changing procurement mechanisms (such as the use of confinements rather than open tenders), the altering of bid criteria to favour corrupt suppliers, and the payment of inflated costs and advance payments. Corrupt procurement practices were sustained by bringing approval authority for high-value tenders ("HVTs") under centralised control and the weakening of the internal controls designed to prevent corruption. Collusion between individuals inside and outside of Transnet, as part of a co-ordinated effort to access and re-direct funds and benefits in substantial procurements, resulted in the strategic positioning of particular individuals in positions of responsibility. A small group of senior executives and directors were strategically positioned to collude in the award of key contracts. The evidence further shows that key employees at an operational level in Transnet were disempowered or marginalised from participation in important procurement decisions which affected their work.

Internal controls were deliberately relegated with the result that irregularities went unchecked. Procurement processes were manipulated to ensure preferential treatment to certain suppliers linked to the Gupta enterprise. There was an increased reliance on consulting and advisory services (McKinsey, Regiments and Trillian) that was accompanied by the weakening of internal controls and the payment of substantial fees for work that should have been done internally. 25 These fees were then shared with companies established and controlled by Mr Salim Essa, an associate of the Gupta family, and laundered to the Gupta enterprise.

18. The results of this process were that Transnet became the primary site of State Capture in financial terms. Mr Paul Holden, a director of Shadow World Investigations, who submitted a report to the Commission regarding the "Gupta Enterprise and the Capture of Transnet", testified that Transnet contracts to the value of approximately R41.204 billion were irregularly awarded for the benefit of entities linked to the Gupta family or Mr Essa. This amount represents 72.21 % of the total State payments in respect of contracts tainted by State Capture.

THE PAYMENTS MADE BY CSR AND CNR THEIR SUBSIDIARIES IN RELATION TO THE 1064 LOCOMOTIVE PROCUREMENT PROJECT

24. In terms of the BOSA or kickback agreements, Mr Essa secured commissions of 21 % paid to the shell companies. Mr Essa's companies were to receive at least

R7.342 billion from CSR and CNR for the provision of advisory services for Transnet's locomotive procurement when, as discussed later in this report, there is no evidence of any true valuable consideration in the form of services for these fees. Mr Essa's companies retained 15% of the payments with a significant portion of the remaining 85% being paid to the Gupta racketeering enterprise.³¹ During that time, Mr Sharma, the chairperson of the BADC of Transnet, had a matrix of business relationships with Mr Essa.

Footnote 31 runs: Without powers of compulsion in relation to offshore bank accounts, the Commission has been unable to trace all of these payments, but Mr Holden has traced aggregate payments of R3 400 558 015 by CRRC and its predecessor companies to JJT, CGT, Regiments Asia and Tequesta. There is no reason to believe that the as yet untraced kickbacks were not paid. Exh W10A-Exec Sum-032 para 41 to -033 para 45 read with Exh WPEH-1189 para 244 to -1198 para 270 and -1217 para 306 - 1218 para 308

THE MONEY EARNED BY REGIMENTS FROM TRANSNET

26. The appointment of financial advisors in relation to the 1064 locomotive procurement was a significant part of the racketeering at Transnet between 2011 and 2016. This involved the siphoning of funds from Transnet through the use of contracts for advisory services which sometimes provided little or no value for hugely inflated fee payments. The evidence of Mr Ian Sinton, the former General Counsel of Standard Bank, establishes that in October 2012 McKinsey agreed to appoint Regiments as its supplier development partner ("SOP") subject to Regiments agreeing to share with Mr Essa 30% (later increased to 50%) and Mr Kuben Moodley 5% of all income received from Transnet. Neither Mr Essa nor Mr Moodley rendered any service beyond introducing Regiments to McKinsey and Transnet. This was affordable because the consultancy rates that McKinsey agreed with Transnet were substantially more than Regiments would have accepted directly from Transnet.

27. More than R1 billion was laundered through various shell companies nominated by Mr Essa and Mr Moodley out of fees paid by Transnet to Regiments in accordance with this arrangement. All of these shell companies operated as out and out money laundering vehicles without any legitimate business activities. Revenue received from Regiments by these shell companies was within days, laundered to lower level money laundering entities. None of the shell companies paid PAYE (employees' tax) to SARS.

ON THE CORRUPTION AROUND THE FINANCING OF TRANSNET LOCOMOTIVE PROCUREMENT DEALS

29. Corruption also attended the hedging and risk mitigation of the funding arrangements for the locomotive procurement. In relation to a loan of USD1.5 billion advanced by the China Development Bank ("COB"), Regiments was paid a success fee of R189 million of which R147 million was paid to Albatime, a company controlled

by Mr Moodley. R122 million was then laundered to Sahara Computers (Pty) Ltd, a Gupta company. In relation to another funding arrangement, "the ZAR Club loan" for R12 billion, Trillian Capital Partners (Pty) Ltd (in which Mr Essa had an indirect 60% controlling interest, through Trillian Holdings (Pty) Ltd) was paid R93 million for arranging the loan, when no services had in fact been rendered. Four days later, R74 million of that amount was paid to Mr Moodley's company, Albatime. This amount would ultimately be laundered on to secure a R104.5 million loan from the Bank of Baroda that was used by Tegeta Exploration and Resources to pay part of the purchase price for the Optimum Coal Mine.

[Note that this references Holden's verbal testimony: 25 June 2021, p. 38 to 39]

ON THE IT CONTRACTS AWARDED TO T-SYSTEMS

31. There was also corruption in relation to key contracts for IT network and data services outsourced by Transnet. During 2013 Transnet issued a substantial tender for network services. After Neotel (Pty) Ltd had been identified as the preferred bidder, Mr Molefe reversed the award and awarded it to T-Systems (a company with Gupta links), the bidder that was ranked third in the scoring. Mr Molefe later revoked his decision and the tender was awarded finally to Neotel. Various irregularities attended the award of this tender - most significantly, substantial improper payments were made by Neotel to Homix (Pty) Ltd, a company linked to the Gupta enterprise.³⁶ In February 2017 there was a further attempt to favour T-Systems. Transnet awarded an IT data services tender to T-Systems as the second highest scoring bidder, rather than to the highest scoring bidder Gijima on the spurious basis that there were objective criteria justifying such an award. The matter was litigated and the decision was ultimately reversed and the award made to Gijima. By the time that T-Systems was finally removed from its appointment, it had paid over R3 million to Zestilor, a company nominally owned by Ms Zeenat Osmany, the wife of Mr Essa, and R323 413 332.51 to Sechaba Computer Systems, a subsidiary of Zestilor.

Footnote 36 runs: Neotel paid a total of R75 573 519 to Homix in relation to these Transnet contracts. Transcript 22 June 2021, p 65

ON THE AWARD OF CRANE CONTRACTS TO ZPMC AND LIEBHERR [THIS SECTION IS ENTIRELY DRAWN FROM HOLDEN'S EVIDENCE]

33. Two other transactions in relation to the procurement of cranes for Transnet are of interest. The contracts were concluded in the period 2011-2014 between Transnet and two companies, ZPMC and Liebherr. The conclusion and execution of these contracts was not subject to full investigation by the Commission. However, the Holden Money Flow Reports, analysed fully in a separate report of the Commission, indicates that these transactions were tainted by corruption and contributed to the illegal flow of funds to the Gupta enterprise.

34. ZPMC was awarded the Transnet cranes contract (designated iCLM HQ 0762 by Transnet) and received an aggregate amount of R877.81 million in payments from

Transnet in connection with the contract. Evidence shows that the contract was probably procured by corrupt payments to the Gupta family via JJ Trading FZE, an entity controlled by individuals from the Worlds Window Network, a major money laundering operation. JJ Trading acted as a conduit through which moneys were paid to the Gupta enterprise by ZPMC and CSR in relation to Transnet contracts.

35. ZPMC and JJ Trading FZE concluded an agreement dated 13 June 2011 in relation to the cranes contract which had recently been advertised through tender by Transnet, and for which ZPMC intended to submit a bid. JJ Trading's obligations under the contract included: i) the provision of information about the project to ZPMC; ii) the acquisition of the tender documents; iii) the provision of copies of the local laws and safety codes related to the project and information pertaining to local customs; iv) assistance to the personnel of ZPMC for the duration of the contract, including issuing invitation letters, communications with Transnet, hotel reservations, airport pick up and send-off; and v) the protection of ZPMC's interests. The ledgers of the Gupta Dubai companies found in the Guptaleaks show that, between 22 December 2011 and 30 January 2014, Gupta family companies in Dubai were paid at least USD3,987,103 (equal to R34 million at the time) in respect of these services.

36. The second cranes contract was between Liebherr and Transnet. On 17 February 2014, Liebherr announced that it had received the contract to supply 22 cranes to TPT. Transnet ultimately paid Liebherr an aggregate amount of R841.1 million in connection with this contract.

37. Liebherr made at least eight payments aggregating to USD3,232,430.88 to the Gupta enterprise company, Accurate Investments (based in Dubai), between 22 July 2013 and 26 May 2014. 45 These payments were then laundered further to various other companies in the Gupta enterprise. Liebherr has not provided any details of the services that Accurate Investments allegedly provided as "sales agent" to it in relation to the cranes contract. The Gupta-leaks and the Dubai ledgers in particular show that Accurate Investments was beneficially owned and controlled by the Gupta enterprise, and its function was to act primarily as a vehicle through which kickbacks could be laundered.

38. A review of the Dubai ledgers shows that in 2013-2014, the only incoming funds into Accurate Investments that were not sourced from other Gupta family companies were funds paid by Liebherr and an unknown entity called VK Trading Hong Kong. Accurate Investments incurred no notable expenses relating to rental or salaries at any time during the period in which it was receiving payments from Liebherr.

It is difficult to conceive of any legitimate payments that could have been made by Liebherr to a "sales agent" in respect of a cranes contract that ought to have been awarded by a fair, competitive and transparent process in accordance with the requirements of section 217 of the Constitution. If there was any legitimate reason

for these payments to Accurate Investments as a “sales agent”, Liebherr could have been expected to place evidence before the Commission but it declined to do so.

MORE DETAILED SECTIONS

ON THE PAYMENTS RELATED TO THE 95 LOCO CONTRACT AWARDED TO CSR

320. The evidence in relation to the procurement of the 95 locomotives discloses the beginning of a relationship between CSR and officials of Transnet that continued and led to CSR's irregular appointment and further wrongdoing in other bids and contracts for the acquisition of more locomotives. It provides important background and may add to the evidentiary basis for any prosecution for participation in the conduct of the affairs of an enterprise engaged in a pattern of racketeering. The relationship of the events in the acquisition of the 95 locomotives to the acquisition of other locomotives from CSR points to the existence of an enterprise engaged in a pattern of racketeering activities.

321. The report submitted to the Commission by Mr Holden of Shadow World Investigations shows that CSR (Hong Kong) and Century General Trading FZE (“CGT”) concluded an exclusive agency or consultancy agreement pertaining to “the 95 Project” on 14 April 2012. A 2015 accounting spreadsheet of payments due from CSR to various parties confirms that CGT was due to receive 20% of the total value of the 95 Project, equal to R523.32 million, as a kickback. An email dated 22 August 2015, discovered in the Gupta-leaks, attached a payment schedule including a calculation of the moneys CSR had agreed to pay to CGT, amongst others. The calculations show that CGT was to be paid 20% of the contract value of the 95 locomotive contract, which equalled R523.32 million. On 10 February 2015, CSR and Regiments Asia (Pty) Ltd, a company controlled by Mr Essa, concluded a Business Development Services Agreement (“BOSA”) in relation to “the 95 Locomotive Project” indicating that Regiments Asia effectively displaced CGT under the consultancy agreement of 2012. Thus, Regiments Asia was due to receive what CGT had originally been paid on Project 95, namely, 20% of the total value of the 95 contract.

322. The schedule confirmed that CSR at that stage had paid USD16 699 902.89 to CGT in relation to the 95 locomotive contract. The document also confirmed that CGT was not due to retain the full amount paid to it by CSR. It would retain 15% of the total amount paid by CSR. While the document is silent on who was to receive the remaining 85%, banking records from the Gupta-leaks show that at least a portion of this 85% was paid to companies controlled by the Gupta enterprise.

ON THE PAYMENTS ASSOCIATED WITH THE AWARD OF THE 100 LOCO CONTRACT TO CSR

381. CSR paid a kickback of R925 million on this contract. The payment schedule attached to the email dated 22 August 2015 (discovered in the Gupta-leaks) shows that JJT was to be paid 21 % of the total contract value for the 100 locomotives, being R925 million. In August 2016 CRRC signed an addendum varying the terms of

the BOSA of 2 January 2015 between CSR and Regiments Asia (who had replaced JJT) in relation to the 100 electric locomotives. The payment schedule confirmed that as at August 2015 US0107 203 912 had been paid to JJT, part of which related to the 100 locomotives kickback. JJT was not to retain the full amount of the R925 million but only 15%, while at least part of the remaining 85% was to be paid to companies controlled by the Gupta enterprise.

ON THE PAYMENTS AND KICKBACKS ASSOCIATED WITH THE 1064 PROCUREMENT

513. The Shadow World Investigation report reveals that CSR agreed to pay kickbacks of 21 % of the value of the 359 electric locomotives (awarded to it as part of the 1064 locomotive procurement) to two Gupta linked companies, JJT and Tequesta Group Ltd, ("Tequesta"), equalling approximately R3.806 billion. As with the kickbacks on the other contracts with CSR, approximately 85% of that was probably paid to the Gupta enterprise.

514. On 18 May 2015 Mr Essa, acting on behalf of one of his companies, Tequesta, incorporated under the laws of Hong Kong, concluded a contract in Shenzhen, China, with CSR (Hong Kong) Co Ltd. The contract is described on its cover page as a "Business Development Services Agreement" ("the BOSA"). The preamble of the BOSA records that Tequesta had acquired a familiarity with regulatory framework in South Africa and could identify opportunities to participate in various government projects. CSR (Hong Kong) was described as a global company specialising in the manufacture of electric locomotives with focus on emerging markets and had approached Tequesta to provide advisory services in respect of "the Project" for and assistance to achieve their BEE obligations. The Project referred to "Project 359" which was defined in clause 1.1 of the BOSA to refer to "any portion of the tender for the supply of 359 Electric Locomotives [22E]" to Transnet. At the time the BOSA was concluded (May 2015) the LSA for the 359 electric locomotives had already been concluded between CSR and Transnet (17 March 2014).

515. Clause 3.3 is a noteworthy provision. It reads:

"The company has advised Tequesta that a previous agreement had been signed between CSR, Zhuzhou Electric Locomotive Co Ltd and JJ Trading FZE (hereinafter referred to as the "JJT"). However, the company advises Tequesta that in the event that JJT disputes or contests the cancellation or non-payment in a court of law and if the court decrees that the agreement with JJT is valid ... then the financial compensation to JJT (which will not exceed the retention amount, that is 15% of the ... amount payable to Tequesta under this agreement) will be deducted from the amount retained from Tequesta as per clause 6.1.6 and the balance (if there is) will then be paid to Tequesta within 30 days".

516. Clause 6.1.1 of the BOSA set out the remuneration and payment terms:

"For the project related advisory services provided by Tequesta, as detailed in Annexure A, Tequesta shall be entitled to an advisory fee of 21% ... of the contract value of Project 359 awarded to the company, based on 2% ... of the contract value

as the success fee and 19% ... of pro-rata to the milestone-based payments received by the company from the client. The company has already paid 3.9% of the contract value (R706 770 480) to JJT up to the agreement date (18 May 2015). The total payable amount to Tequesta under this agreement is 17.1% of the contract value (R3 098 916 720)".

517. The total payable under the BOSA was R3.806 billion consisting of the prior payment to JJT of R706.77 million and the remaining payment of R3.099 billion to Tequesta. In short, the BOSA undertook to pay Tequesta and JJT R3.86 billion for "advisory services" in Annexure A to the agreement to advise the company on the regulatory framework in South Africa and assist with various opportunities to participate in government projects.

518. Annexure A included a revealing clause in relation to the agreed services to be provided by Tequesta. It reads:

"It is hereby noted and agreed between the parties that the above services are provided as pre-project service and will conclude on the company's signing the contract for the project with the client. The company will not require any proof of delivery of the above services since it is understood that the project would not have materialised without the active efforts of Tequesta to provide the services listed above."

519. The import of this clause is twofold. First, it confirms that the services for which Tequesta was to be paid were allegedly rendered by it to CSR (Hong Kong) prior to the signing of the LSA on 17 March 2014, some 14 months before the BOSA was signed. Second, Tequesta was not required to provide proof of any of the services allegedly rendered by it because in fact the remuneration was primarily for the role Tequesta had played in materialising the project. The provisions of the BOSA are thus ambiguous in a key respect. On the one hand the BOSA is cast in language identifying services to be performed in the future, but on the other it clearly intimates that the services had already been rendered and there was no need to establish that the services had in fact been delivered.

520. There are three other important observations that can be made about the BOSA: i) it confirms the exact number of locomotives that were awarded to CSR 14 months prior to its signature; ii) the services rendered pre-date the award of the tender; and iii) Tequesta was responsible for CSR being awarded the contract. CSR actually bid for the full 599 electric locomotives; yet the Project was defined as the 359 locomotives which were awarded to it. If there were genuine pre-award services, these would have related to the bid for 599.

521. There is no evidence of any services provided by either Tequesta or JJT. Mr Tshiamo Sedumedi of MNS reviewed videos of the PTN to see if Tequesta had assisted "the company in negotiating with the client on pricing levels in relation to the project. He observed that it was CSR personnel and not representatives of Tequesta who concluded these negotiations. There was no evidence that Mr Essa

was involved in the negotiations either. It is also not apparent what, if anything, Tequesta had done to assist CSR to secure the bid. *From these facts it is quite clear that this transaction was corrupt.*

522. Mr Sedumedi was not able to cast any light upon the identity and location of JJT and why it received R706 million before being substituted by Tequesta. He ventured that prior to Tequesta being appointed (long after the event) as the service provider under the BOSA, and the arrangement for the deduction of the R706 million from the overall fee, JJT was the service provider of these supposed services and there was a prior relationship between CSR (Hong Kong) and JJT. This was confirmed by Mr Holden during his testimony before the Commission.

523. In August 2016 CRRC signed an addendum to existing agreements with Tequesta varying the terms of the BOSA of 18 May 2015. The primary aim of the addendum was to modify the terms under which Tequesta was to be paid, and, in particular, waived CRRC's right to withhold portions of the payments due to Tequesta. It appears that CRRC had retained 15% of all payments due to Tequesta as surety. The addendum stipulated that this would no longer be the case and that the withheld amounts to date (equal to USD15, 144,610 million) would be paid to Tequesta. This was contingent on Transnet awarding CRRC contracts to provide maintenance services. If this was not met, CRRC would be entitled to recoup the 15% outlay against future payments that were due to be made to Tequesta. The withheld amounts would be released within 90 days of the final payment being made by Transnet to CRRC. The effect of the addendum was to expedite a large payment to the Gupta enterprise through Tequesta.

524. CNR also paid kickbacks to the Gupta enterprise for the award of the 232 diesel locomotive contract. On 20 May 2014 CNR and Tequesta entered into an exclusive agency agreement. This agreement replaced and superseded an earlier agreement of 8 July 2013 between CNR and CGT related to the same matters. The later agreement is a simple cut-and-paste operation in which CGT was replaced by Tequesta. Paragraph 1.1 of the agreement defines the project upon which the agreement was based as "the supply of 232 Diesel Locomotives for the General Freight Business issued by Transnet Freight Rail in South Africa", while the product was defined as the "Diesel Locomotives as awarded by Transnet Freight Rail for General Freight Business after being successful in tender." In return for a series of services, including using its "best endeavours to promote and increase the sale of the Company's Product in the territory", CGT/Tequesta would be entitled to a success fee payment equal to 2% of the total value of the contract entered into between Transnet and CNR. The success fee was to be paid immediately upon CNR and Transnet formalising the agreement. CGT/Tequesta was also entitled to a further 19% sales commission, which was to be paid upon receipt by CNR of certain milestone payments from Transnet. The total kickback paid in this instance was R2.088 billion.

530. There was also a BOSA in relation to the maintenance agreement which may account for CSR's reticence in making full repayment. About ten months prior to the board approving the maintenance agreement, on 10 June 2015, CSR entered into a BOSA with Regiments Asia Ltd. The BOSA was signed by Mr Essa on behalf of Regiments Asia and by Mr Zhou Qinhe for CSR. Clause 1 of the BOSA defined the "project" as "the long term (expected 12 years) financial budget for the Railways Spares & Maintenance by Transnet SOC Limited, South Africa." In terms of clause 3 of the BOSA, Regiments Asia was to provide advisory and consulting services in respect of the project and to aid business development and assist CSR in achieving its B-BBEE objectives in South Africa. There is nothing in the BOSA which specifically addressed the outputs of maintenance or operational performance of the locomotives. The BOSA, like the other kickback agreements, was essentially a pro forma contract.

531. In terms of clause 6 of the BOSA, Regiments Asia was to be paid 21 % of the contract price as awarded to CSR by Transnet. Had the contract run its course, the kickback would have been in the region of R1.3 billion. The fee was payable incrementally but would become payable after the signing of the contract between CSR and Transnet and the receipt of the advance payment by the CSR. In terms of this BOSA, CSR became liable to pay Regiments Asia R129 813 760 in October 2016. On 29 October 2016, CRRC paid R9 406 181 into the Habib Bank UAE account of Tequesta, apparently in respect of this kickback payment obligation.

ON THE PAYMENTS IN RELATION TO THE CNR RELOCATION CONTRACT

583. The contract between BEX and CNRRSSA was signed by Mr Shaw. Investigative journalists at AmaBhungane have confirmed that BEX forwarded an email confirming the new total of R647 million for the relocation to Mr Essa, merely stating "FYI". The bank records of BEX reflect that approximately R76.59 million (R67.2 million plus VAT) was paid by CNRRSSA to BEX on 25 September 2015.⁷⁸⁸ This was shortly after CNRRSSA received the initial payment of R368.89 million from Transnet on 19 August 2015. Mr Shaw was the signatory of the Standard Bank account into which the fee was paid by CNRRSSA. After receiving the payment Mr Shaw laundered the money immediately in four instalments to other shell companies. As pointed out above, R9 million of the R76.59 million was ultimately paid to Integrated Capital Management of which Transnet director, Mr Shane, was a director, in November 2015.⁷⁹⁰ Another R33.73 million was laundered through to the Gupta family company, Confident Concepts.

584. The Enablers Report submitted to the Commission in February 2020 by Open Secrets and Shadow World Investigations affirms that Mr Taufique Hasware, a general trader with no relevant experience, was a director of BEX and of three other companies - Homix, Forsure Consultants and Hastauf - all of which were front companies for Mr Essa and the Gupta enterprise. These companies were primarily purposed with facilitating kickbacks from Transnet contracts.

ON THE AWARD OF T-SYSTEMS IT CONTRACTS BY TRANSNET

1001. The conduct of Mr Shane and Mr Nagdee in relation to this tender was suspect and evinces a clear intention to favour T-Systems above Gijima. T-Systems was linked to the Gupta enterprise via Sechaba Computer Systems. Sechaba was T-Systems' SOP in Transnet contracts. T-Systems paid Sechaba more than R323 million between February 2015 and December 2017 (while the MSA was extended). The Gupta enterprise took over, controlled or owned Sechaba from mid-2015. Sechaba made multiple payments to Gupta laundry vehicles (including Albatime and Homix) running to R2.8 million while it was T-Systems' SDP.

1002. Zestilor (owned by Mr Essa's wife) was paid a monthly retainer by Sechaba of R228 000 between October 2015 and May 2016, rising to R342 000 per month between June 2016 and October 2016. In total Zestilor was paid more than R5 million by Sechaba. Zestilor itself made payments to first-level laundry entities during the period July 2014 to November 2016 totalling over R2 million. From 2012 to 2015 T-Systems made regular monthly payments of more than R80 000 to Zestilor. More than R3 million was paid over that period. Moreover, as mentioned, T-Systems ceded to Zestilor the equipment sale and rental elements of the MSA that it had with Transnet. Following the cession by T-Systems of the equipment rental and supply elements of the MSA to Zestilor, Zestilor made a number of large payments to Sahara Computers using funds paid to it by Transnet.