

Dear Zieff,

As per the court records (Case No 7031/2017), you are the attorney of records for the Applicants. We further know that before accepting any briefs (and signage of Mandate thereof) FIC Act requires of attorneys to know their clients. And since the 1st Applicant in this Case is one of your clients, you must have been provided with all the particulars in compliance to the Act. For the last several months, we have been unable to have sight of its registration particulars, which should be public records anyway. All we have obtained is a copy of its Amended Constitution, which you would agree is not a legally acceptable documentary on its own as proof of registration. Could you therefore provide us with a copy of the registration certificate of the Association that you received pre-acceptance of this mandate.

The said Association further provided a copy of its Constitution that describes it as a 'Voluntary Body Corporate'. There are no records at the Deeds Office acknowledging its legal existence as a Body Corporate, neither are there any similar records at the South African Revenue Service. How has your clients explained this?

In the said Court records, **FA2** being a copy of 'Resolution of the Bo-Kaap Civic and Ratepayers Association' allows the said Association to initiate the high court review application. It however goes further and mention of an Agreement between the entity and an unidentify sponsor (benefactor), though a copy of the said Agreement has not been brought into the confidence of the high courts, we believe that under FIC Act, you must have demanded and retained a copy of the said Agreement. What was initially not very clear to us was why the Agreement would have insisted on the retention of ENS. Though our preliminary investigations has revealed who the benefactor could be, we are asking for a copy of this agreement and disclosure of any prior agreement between this an unidentified benefactor and ENS Africa. This should include disclosures that could have been advanced as possible conflict of interest.

Still on the resolution, the 1st Applicant appears to have been indemnified of any consequential legal (cost) liability, would that mean that ENS has a separate undisclosed Agreement with the benefactor of the 1st Applicant to underwrite any cost that could come now or later with this Application, and if so, has the signatories of the Resolution (FA2) been provided with this disclosure?

Please kindly provide us with a response as soon as humanly and professionally possible.

Regards,

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