

Our Ref: KGM/COM/0367

Email: [REDACTED]

Your Ref: Unknown

Date: 30 October 2025

Honorable General Bantu Holomisa, MP
President of the United Democratic Movement
5th Floor Marks Building
Parliament
Cape Town

Email: [REDACTED]

Attention: Deputy Minister Bantu Holomisa, MP

Dear General Holomisa,

FORMAL CLARIFICATION & REPRESENTATION IN RESPECT OF THE LANSERIA HOLDINGS (PTY) LTD TRANSACTION

1. We act for Acapulco Trade & Invest 164 (Pty) Ltd, the former BEE shareholder in Lanseria Holdings, who has noted the contents of your correspondence dated 29 October 2025.
2. Our client has long respected your commitment to transparency and public accountability in matters involving public institutions. It is precisely in that spirit of integrity and factual clarity that Acapulco wishes to respond constructively to correct several material inaccuracies contained in your letter.
3. We recognise that the UDM's concerns with respect to Harith may stem from historical grievances. However, we respectfully request that Acapulco not be caught in the crossfire of those broader disputes. Our client has had its own well-documented differences with Harith, fully recorded within the PIC's files, and should not be conflated with or penalised for matters unrelated to its conduct or obligations.
4. Certain statements relating to the Lanseria transaction and Acapulco's role are factually incorrect and legally untenable, and risk misleading Parliament and the public. The reference to "looting" is particularly

regrettable, as it is wholly unwarranted, inflammatory, and inconsistent with the verified record, for the reasons set out below:

4.1. Loan Terms

The PIC's funding to Acapulco was a lawful loan facility governed by a loan agreement, shareholder structure, and lender security instruments. Repayment was expressly linked to dividend flows. Delays in repayment arose from reinvestment of income into Lanseria Airport's infrastructure and the COVID-19 downturn, as well as a deferred equity conversion process mutually contemplated by the parties.

4.2. Valuation Process

The valuation cited in your letter was not a "revaluation conjured up" by any party. It was an independent expert valuation performed by a registered audit firm and a professional property valuer, jointly appointed by the PIC and Acapulco. The result was subsequently tested through binding arbitration under the Arbitration Act, 42 of 1965 with full participation from the PIC. The process was transparent, impartial and legally sound. It should be noted that the PIC initially refused to honour its contractual obligations and only complied pursuant to a binding ruling. It is therefore implausible to suggest that a party compelled by a binding ruling to perform could simultaneously have been engaged in any form of "conjuring."

4.3. Arbitration Outcome

No value was "created out of thin air." The arbitration resolved a *bona fide* valuation dispute, confirming that Acapulco's equity stake had been undervalued for several years. The PIC contested the matter and ultimately lost. The ruling, which remains final and binding, simply corrected a long-standing accounting distortion.

4.4. Allegations of Undue Benefit

The Acapulco shareholders are not in a contentious relationship and we place on record that our client has not received, and does not expect to receive, any unearned or undue benefit.

4.5. Governance and Transparency

At every stage, our client has complied fully with its governance and disclosure obligations. All valuations, arbitration records, and transaction documents are available for inspection by authorised

oversight bodies. We encourage such examination before any conclusions are drawn on the basis of secondary commentary or incomplete information.

5. Our client remains committed to the principles of transparency, lawful process, and responsible empowerment, and stands ready to provide any further clarification required.

Respectfully,



MABOTJA ATTORNEYS
PER: KG MABOTJA