
AFFIDAVIT

I, the undersigned,

STEFANIE FICK

do hereby make oath and state:

1. I am an adult female employed as Head of Legal Affairs by the Organisation Undoing Tax Abuse ("OUTA") with business address 10th Floor, O'Keeffe & Swartz Building, 318 Oak Street, Ferndale, Randburg, Gauteng.
2. The contents of this affidavit fall within my personal knowledge, unless stated otherwise and are in all aspects true and correct.

MANDATE

3. OUTA is a proudly South African non-profit civil action organisation, comprising of and supported by people who are passionate about improving the prosperity of our nation. OUTA was established to



challenge the abuse of authority with regards to taxpayers' money in South Africa.

BACKGROUND

4. Advocate Geoff Budlender ("Budlender") was appointed during November 2016 by Tokyo Sexwale, the then independent non-executive of Trillian Capital Partners (Pty) Ltd ("Trillian"), to conduct an independent investigation into alleged irregularities that occurred at Trillian.
5. The Budlender report was finalised on 29 June 2017. Please find attached hereto and marked "**SF 1**", the Budlender report.
6. Also in recent months, headlines have been dominated by the leaked Gupta emails and documents ("Gupta emails") which were retrieved from the server of SAHARA Computers Pty (Ltd). These Gupta emails have substantiated most of the allegations pertaining to state capture and have unveiled evidence of misconduct by the Gupta family and many high-ranking government officials. OUTA has access to the emails, established the authenticity of such and

released an extensive report on state capture on 28 of June 2017 titled "No room to hide: A President caught in the act."

7. Amongst these emails and the Budlender report is evidence of conduct on the part of Anoj Singh ("Singh") during his tenure as Chief Financial Officer ("CFO") at Eskom Holdings SOC Limited ("Eskom") that constitutes possible crimes of Corruption and contraventions of the Public Finance Management Act 1 of 1999 ("PFMA") and the Companies Act 71 of 2008 ("the Act").
8. Singh qualified as a chartered accountant in 2000. He was permanently appointed as CFO on 25 September 2015 (currently on leave of absence). He is also an Executive Director and serves on the Eskom board. Previously, Singh served as the Group Chief Financial Officer at Transnet SOC Limited ("Transnet") from 1 July 2012 to 30 September 2015. He was the acting CFO at Transnet since 2009.

MCKINSEY

9. On or about 29 September 2015, Eskom entered into a consultancy agreement with McKinsey & Company ("McKinsey"). During the

course of 2015, McKinsey was to provide Eskom with consulting services for specified Eskom projects.

10. According to its website, McKinsey “is a global management consulting firm that serves leading businesses, governments, non-governmental organisations and not-for-profits”. McKinsey states further that: “We help our clients make lasting improvements to their performance and realise their most important goals.”
11. Major state-owned enterprises such as Eskom have a Supplier Development Programme (“SDP”). In terms of the SDP, they require certain service providers to engage local service providers to participate in the work. One of the purposes of an SDP is that the local service providers should gain experience and develop skills, and should benefit from part of the contract.
12. The former CEO and Executive Director of Trillian Financial Advisory (“TFA”), a Trillian company, told Budlender that McKinsey originally had a contract with Regiments Capital (Pty) Ltd as its local contractor in terms of Eskom’s Supplier Development Programme (SDP) and, when the Regiments directors fell out and Trillian was set up, Trillian tried to take over this work.

13. McKinsey declined to contract with Trillian. Trillian were told that this was because its main shareholder, Salim Essa, was a politically exposed person. Essa is a known business associate of the Gupta family.

14. The former CEO of TFA told Budlender that she discussed this with Trillian CEO Dr Eric Wood in April 2016. "He said that she was not to worry, as he would discuss the matter with Mr Anoj Singh of Eskom. He said that Trillian had responded to an Eskom Request for Proposals, and Mr Singh would appoint Trillian through that process. The obvious question which arises is how he could be so confident that Eskom would appoint Trillian," says Budlender in his report. (Ad page 30 paragraph 70 of the Budlender report.)

TRILLIAN'S LETTER AND INVOICE

15. Amongst the Gupta emails, we found a letter and an invoice that *prima facie* appears to come from Trillian Management Consulting Pty(Ltd) ("TMC"), a Trillian company.



16. The letter was dated 29 January 2016 and addressed to Singh stating that it was the preferred SDP subcontractor to McKinsey on various Eskom projects including the Eskom turnaround program...” TMC further alleged: “In order to reach our objectives in terms of cash flow management and resourcing our CFO needs to be in constant and direct control of the company’s funding position at all times. In this regard we would appreciate Eskom considering the following to assist Trillian from a cash flow management perspective.” “Trillian needs to be in a position to invoice Eskom directly simultaneous with McKinsey for all fees on contracts where McKinsey is appointed the lead and Trillian the Supplier Development partner. By requiring Trillian to invoice McKinsey only after McKinsey has invoiced Eskom, will result in significant cash flow pressure for Trillian since Trillian will be dependent on McKinsey’s internal processes before receiving it’s payment. A company of Trillian’s early stage and developmental nature is reliant on cash flow to grow and any un-necessary delays in receiving payment for work done and resources committed will negatively impact the business’s ability to operate effectively including the company’s ability to hire appropriate resources as and when they are needed.”

Handwritten signature or initials in the bottom right corner of the page.

17. The letter is attached hereto and marked "**SF 2**".
18. The invoice was dated 31 January 2016 and was for the amount of R30 666 000.00. The invoice was addressed to Singh and for "*Professional fees: Pro-rate share of Eskom Corporate Plan Deliverable.*"
19. The invoice is attached hereto and marked "**SF3.1**".

RELATIONSHIP BETWEEN TRILLIAN, MCKINSEY AND ESKOM

20. Controversy prevails in the circumstances under which Trillian had allegedly been subcontracted by McKinsey. The letter referred to in paragraph 11 *supra* contends that Trillian is McKinsey's preferred SDP on an array of McKinsey-Eskom contracts.
21. On 2 December 2016, the Minister of Public Enterprises Lynne Brown ("Brown") provided a written reply in the National Assembly to questions from Ms Mazzone (DA) and stated that: "(1) No amount was paid to Trillian Capital Partners for the Duvha power plant insurance claim. Eskom did not appoint Trillian Capital Partners to negotiate the settlement for the Duvha power plant insurance claim.



(2) No, Eskom did not appoint Trillian Capital Partners to source a new supplier to replace the exploded boiler at the Duvha power plant. There was no need to appoint any external party to assist with sourcing ...” Brown further confirmed that no other contracts of engagement have been concluded between Eskom and Trillian.

22. On 18 May 2017, it was reported that Eskom’s spokesperson told Fin24 that although “Trillian was listed as a supplier of Eskom in 2016, Eskom had no record of paying it any money as no services were used.”
23. Budlender recorded in his report (ad pages 24 to 26 of the Budlender report) that he requested Trillian to supply him with all the invoices submitted by Trillian or Trillian business units to the state or state-owned entities.
24. Trillian provided Budlender with three invoices to Eskom, all stamped “paid”. One of the invoices submitted by Trillian looks similar to the invoice mentioned in paragraph 14 *supra*. The only significant difference being the date. The invoice Trillian provided was dated 14 April 2016. The invoice is attached hereto and marked **“SF 3.2”**

25. The other two invoices submitted by Trillian amounted to a further payment of R235 470 534.00 in August 2016. Trillian therefore received R266 136 534.00.
26. Please keep in mind that amaBhungane reported on 18 May 2017 that on 14 December 2016, Eskom paid a further R 152.8 million to Trillian for management consulting. That is a staggering total of R418 936 534.00.
27. The invoices are attached hereto and marked “**SF4**” and “**SF5**” respectively.
28. As mentioned by Budlender, Eskom (and Singh), will have to explain how they do not have a record of paying Trillian a quarter of a billion rand and why they paid Trillian a quarter of a billion rand if Eskom didn't use any service.
29. When Trillian was asked to provide Budlender with all the tenders or quotations submitted by Trillian or Trillian business units to the state or state-owned entities, Trillian disclosed only one tender and the status of that one tender was recorded as “awaiting client decision”. (Ad page 27 paragraph 70 of Budlender's report.)



30. It follows that the request from Trillian to Eskom for payments in the amounts stipulated in the invoices and the subsequent payment cannot be justified as Trillian had not submitted tenders for the specific work for which the invoices made provision.
31. Budlender then asked Trillian to submit proof of the work done. Trillian refused to provide the information. Budlender concluded that Eskom was correct when it stated that Trillian had not done any work for Eskom as it was said that: "In general, ... all or substantial part of the work had been done before 1 March 2016 ... the work was done by staff of Regiments and who were paid by Regiments."
32. It is unnecessary to delve into the detailed particulars of the relationship between Trillian and McKinsey. However the following needs mentioning: in response to an enquiry by Budlender about the relationship between Trillian and McKinsey, the latter outright denied any ties between the two entities, stating that: "McKinsey did not work on any projects on which Trillian worked as an SDP or a subcontractor to McKinsey." However, this is in contradiction with an earlier letter dated 9 February 2016 that reads: "As you know, McKinsey has subcontracted a portion of the service to be performed under the agreement to Trillian..."



33. Budlender concludes that, given the range of contradictory statements provided by McKinsey in an attempt to explain its position in relation to Trillian, McKinsey's mere denial amounts to nothing short of avoidance of uncomfortable circumstances. Considering McKinsey's 'esteemed' international persona, its involvement with Trillian – in the context of state capture and the Gupta family in particular – may well be an embarrassment to the company.
34. According to the CEO of TMC, McKinsey's also stated that "*Trillian as the development partner is simply a necessary, but unwanted piece of baggage in the awarded contract*". Would Eskom have awarded the contract to McKinsey if there had been no prospects of the latter entering into a subcontracting relationship with Trillian? Further investigation in this regards may prove pivotal in unravelling biased and irregular tender practices.
35. Considering the above, it is possible that a contractual relationship between McKinsey and Trillian have existed. Any agreement entered into between Eskom and McKinsey was exactly that – an agreement between these two parties. Trillian was not a party to the

agreement, and therefore Eskom had no obligation towards Trillian in the form of payments and/or invoicing for work done.

36. There seem to be no record that Trillian had been awarded a contract by Eskom (or even formally participated) in a tender process. I contend that no justification existed for Trillian to approach Eskom for payment of the invoices.

PERFORMANCE GUARANTEE

37. Also, found amongst the Gupta emails, is what appears to be a draft of the infamous "guarantee" that Singh allegedly gave to the bank/s during the sale of the Optimum Coal Mine Proprietary Limited (in business rescue). The allegation is that Singh, by giving the one billion six hundred and eighty-million-rand guarantee, did not act in good faith and to the detriment of Eskom.
38. It is attached hereto and marked "**SF 6**",



TRAVELS

39. Attached hereto and marked “**SF 7 – 14**”, are more Gupta emails. It appears *prima facie* from these emails that Singh flew to Dubai and stayed at The Oberoi Hotel as a guest of the Gupta family. I submit that a full investigation may reveal that these visits coincided with suspicious transactions like the Neotel-deal and the sale of Optimum Coal Mine Proprietary Limited (in business rescue).

CONCLUSION

40. Upon consideration of the facts as set out above, it is apparent that Singh, as part of Eskom’s Accounting Authority had possibly committed financial misconduct as contemplated in the PMFA in that he, *inter alia*, failed to comply with sections 50 and 51 and potentially sections 53, 54 and 55 thereof. Furthermore, Singh’s conduct may also amount to Corruption as contemplated in part 1 of the Prevention of Combatting of Corrupt Activities Act 12 of 2004 (“POCA”) and/or part 2 thereof. It is also apparent from the Budlender report that there has to be a full-scale investigation into Eskom and Transnet.



CHARGES

41. Section 76 of the Companies Act 71 of 2008 ("the Act") sets out the standards of directors' conduct:

- "(1) In this section, 'director' includes an alternate director, and-
- (a) a prescribed officer; or
 - (b) a person who is a member of a committee of a board of a company, or of the audit committee of a company, irrespective of whether or not the person is also a member of the company's board.
- (2) A director of a company must-
- (a) not use the position of director, or any information obtained while acting in the capacity of a director-
 - (i) to gain an advantage for the director, or for another person other than the company or a wholly-owned subsidiary of the company; or
 - (ii) to knowingly cause harm to the company or a subsidiary of the company; and

- (b) communicate to the board at the earliest practicable opportunity any information that comes to the director's attention, unless the director-
 - (i) reasonably believes that the information is-
 - (aa) immaterial to the company; or
 - (bb) generally available to the public, or known to the other directors; or
 - (ii) is bound not to disclose that information by a legal or ethical obligation of confidentiality.

- (3) Subject to subsections (4) and (5), a director of a company, when acting in that capacity, must exercise the powers and perform the functions of director-
 - (a) in good faith and for a proper purpose;
 - (b) in the best interests of the company; and
 - (c) with the degree of care, skill and diligence that may reasonably be expected of a person-
 - (i) carrying out the same functions in relation to the company as those carried out by that director; and
 - (ii) having the general knowledge, skill and experience of that director.

- (4) In respect of any particular matter arising in the exercise of the powers or the performance of the functions of director, a particular director of a company-
- (a) will have satisfied the obligations of subsection (3) (b) and (c) if-
 - (i) the director has taken reasonably diligent steps to become informed about the matter;
 - (ii) either-
 - (aa) the director had no material personal financial interest in the subject matter of the decision, and had no reasonable basis to know that any related person had a personal financial interest in the matter; or
 - (bb) the director complied with the requirements of section 75 with respect to any interest contemplated in subparagraph (aa); and
 - (iii) the director made a decision, or supported the decision of a committee or the board, with regard to that matter, and the director had a rational basis for believing, and did believe, that the decision was in the best interests of the company; and
 - (b) is entitled to rely on-

- (i) the performance by any of the persons-
 - (aa) referred to in subsection (5); or
 - (bb) to whom the board may reasonably have delegated, formally or informally by course of conduct, the authority or duty to perform one or more of the board's functions that are delegable under applicable law; and
- (ii) any information, opinions, recommendations, reports or statements, including financial statements and other financial data, prepared or presented by any of the persons specified in subsection (5)."

42.. Section 213 of the Act states that:

- "(1) It is an offence to disclose any confidential information concerning the affairs of any person obtained-
- (a) in carrying out any function in terms of this Act; or
 - (b) as a result of initiating a complaint, or participating in any proceedings in terms of this Act."

43. In terms of section 214 of the Act:



“(1) A person is guilty of an offence if the person-

- (a) is a party to the falsification of any accounting records of a company;
- (b) with a fraudulent purpose, knowingly provided false or misleading information in any circumstances in which this Act requires the person to provide information or give notice to another person;
- (c) was knowingly a party to an act or omission by a company calculated to defraud a creditor or employee of the company, or a holder of the company's securities, or with another fraudulent purpose; or
- (d) is a party to the preparation, approval, dissemination or publication of a prospectus or a written statement contemplated in section 101, that contains an 'untrue statement' as defined and described in section 95.”

44. Any person convicted of an offence in terms of this Act, is liable in the case of a contravention of section 213 (1) or 214 (1), to a fine or to imprisonment for a period not exceeding 10 years, or to both a fine and imprisonment (section 216 of the Act).

45. The fiduciary duties and general responsibilities of an accounting authority in terms of the PFMA, are stipulated in section 50 and section 51:

“50(1) The accounting authority for a public entity must-

- a) exercise the duty of utmost care to ensure reasonable protection of the assets and records of the public entity;
- b) act with fidelity, honesty, integrity and in the best interests of the public entity in managing the financial affairs of the public entity;
- c) on request, disclose to the executive authority responsible for that public entity or the legislature to which the public entity is accountable, all material facts, including those reasonably discoverable, which in any way may influence the decisions or actions of the executive authority or that legislature; and
- d) seek, within the sphere of influence of that accounting authority, to prevent any prejudice to the financial interests of the state.”

“51(3) A member of an accounting authority must-



(a) disclose to the accounting authority any direct or indirect personal or private business interest that that member or any spouse, partner or close family member may have in any matter before the accounting authority; and

(b) withdraw from the proceedings of the accounting authority when that matter is considered, unless the accounting authority decides that the member's direct or indirect interest in the matter is trivial or irrelevant.”

46. “51(1) An accounting authority for a public entity-

(a) must ensure that that public entity has and maintains-

(i) effective, efficient and transparent systems of financial and risk management and internal control;

(ii) a system of internal audit under the control and direction of an audit committee complying with and operating in accordance

with regulations and instructions prescribed in terms of sections 76 and 77; and

- (iii) an appropriate procurement and provisioning system which is fair, equitable, transparent, competitive and cost-effective;
 - (iv) a system for properly evaluating all major capital projects prior to a final decision on the project;
- (b) must take effective and appropriate steps to-
- (i) collect all revenue due to the public entity concerned; and
 - (ii) prevent irregular expenditure, fruitless and wasteful expenditure, losses resulting from criminal conduct, and expenditure not complying with the operational policies of the public entity; and
 - (iii) manage available working capital efficiently and economically;
- (c) is responsible for the management, including the safeguarding, of the assets and for the management of the revenue, expenditure and liabilities of the public entity;

- (d) must comply with any tax, levy, duty, pension and audit commitments as required by legislation;
- (e) must take effective and appropriate disciplinary steps against any employee of the public entity who-
 - (i) contravenes or fails to comply with a provision of this Act;
 - (ii) commits an act which undermines the financial management and internal control system of the public entity; or
 - (iii) makes or permits an irregular expenditure or a fruitless and wasteful expenditure;
- (h) must comply, and ensure compliance by the public entity, with the provisions of this Act and any other legislation applicable to the public entity."

47. In terms of section 86 of the PMFA:

- "(2) An accounting authority is guilty of an offence and liable on conviction to a fine, or to imprisonment for a period not exceeding five years, if that accounting authority wilfully or in

a grossly negligent way fails to comply with a provision of section 50, 51 or 55.”

Corruption

48. We allege that Singh’s conduct, as detailed above, constitutes contraventions of the following sections of POCA:

a. **Section 3** of the POCA, which states:

“Any person who, directly or indirectly-

- (a) accepts or agrees or offers to accept any gratification from any other person, whether for the benefit of himself or herself or for the benefit of another person; or*
- (b) gives or agrees or offers to give to any other person any gratification, whether for the benefit of that other person or for the benefit of another person, in order to act, personally or by influencing another person so to act, in a manner-*
 - (i) that amounts to the-*
 - (aa) illegal, dishonest, unauthorised, incomplete, or biased; or*

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- (bb) misuse or selling of information or material acquired in the course of the, exercise, carrying out or performance of any powers, duties or functions arising out of a constitutional, statutory, contractual or any other legal obligation;*
- (ii) that amounts to-*
 - (aa) the abuse of a position of authority;*
 - (bb) a breach of trust; or*
 - (cc) the violation of a legal duty or a set of rules,*
- (iii) designed to achieve an unjustified result; or*
- (iv) that amounts to any other unauthorised or improper inducement to do or not to do anything, is guilty of the offence of corruption.”*

b. **Section 4** of the POCA, which states:

“(1) Any-

- (a) public officer who, directly or indirectly, accepts or agrees or offers to accept any gratification from any other person, whether for the benefit of*

himself or herself or for the benefit of another person; or

(b) person who, directly or indirectly, gives or agrees or offers to give any gratification to a public officer, whether for the benefit of that public officer or for the benefit of another person, in order to act, personally or by influencing another person so to act, in a manner-

(i) that amounts to the-

(aa) illegal, dishonest, unauthorised, incomplete, or biased; or

(bb) misuse or selling of information or material acquired in the course of the, exercise, carrying out or performance of any powers, duties or functions arising out of a constitutional, statutory, contractual or any other legal obligation;

(ii) that amounts to-

(aa) the abuse of a position of authority;

(bb) a breach of trust; or

(cc) *the violation of a legal duty or a set of rules;*

(iii) *designed to achieve an unjustified result; or*

(iv) *that amounts to any other unauthorised or improper inducement to do or not to do anything, is guilty of the offence of corrupt activities relating to public officers.*

(2) *Without derogating from the generality of section 2 (4), 'to act' in subsection (1), includes-*

(a) *voting at any meeting of a public body;*

(b) *performing or not adequately performing any official functions;*

(c) *expediting, delaying, hindering or preventing the performance of an official act;*

(d) *aiding, assisting or favouring any particular person in the transaction of any business with a public body;*

(e) *aiding or assisting in procuring or preventing the passing of any vote or the granting of any contract or advantage in favour of any person in relation to the transaction of any business with a public body;*

- (f) *showing any favour or disfavour to any person in performing a function as a public officer;*
- (g) *diverting, for purposes unrelated to those for which they were Intended, any property belonging to the state which such officer received by virtue of his or her position for purposes of administration, custody or for any other reason, to another person; or*
- (h) *exerting any improper influence over the decision making of any person performing functions in a public body.”*

c. **Section 7** of the POCA, which states:

“(1) Any-

- (a) *member of the legislative authority who, directly or indirectly, accepts or agrees or offers to accept any gratification from any other person, whether for the benefit of himself or herself or for the benefit of another person; or*

(b) *person who, directly or indirectly, gives or agrees or offers to give any gratification to a member of the legislative authority, whether for the benefit of that member or for the benefit of another person, in order to act, personally or by influencing another person so to act, in a manner-*

(i) *that amounts to the-*

(aa) *illegal, dishonest, unauthorised, incomplete, or biased; or*

(bb) *misuse or selling of information or material acquired in the course of the, exercise, carrying out or performance of any powers, duties or functions arising out of a constitutional, statutory, contractual or any other legal obligation;*

(ii) *that amounts to-*

(aa) *the abuse of a position of authority;*

(bb) *a breach of trust; or*

(cc) *the violation of a legal duty or a set of rules;*

(iii) *designed to achieve an unjustified result; or*

- (iv) *that amounts to any other unauthorised or improper inducement to do or not to do anything,*

is guilty of the offence of corrupt activities relating to members of the legislative authority.

- (2) *Without derogating from the generality of section 2 (4), 'to act' in subsection (1) includes-*

- (a) *absenting himself or herself from;*
- (b) *voting at any meeting of;*
- (c) *aiding or assisting in procuring or preventing the passing of any vote in;*
- (d) *exerting any improper influence over the decision making of any person performing his or her functions as a member of; or*
- (e) *influencing in any way, the election, designation or appointment of any functionary to be elected, designated or appointed by, the legislative authority of which he or she is a member or of any*

committee or joint committee of that legislative authority.”

d. **Section 21** of the POCA, which states:

“Any person who-

(a) attempts;

(b) conspires with any other person; or

(c) aids, abets, induces, incites, instigates, instructs, commands, counsels or procures another person, to commit an offence in terms of this Act,

is guilty of an offence.”

e. **Section 34** of the POCA, which states:

“(1) Any person who holds a position of authority and who knows or ought reasonably to have known or suspected that any other person has committed-

- (a) *an offence under Part 1, 2, 3 or 4, or section 20 or 21 (in so far as it relates to the aforementioned offences) of Chapter 2; or*
- (b) *the offence of theft, fraud, extortion, forgery or uttering a forged document, involving an amount of R100 000 or more;*

must report such knowledge or suspicion or cause such knowledge or suspicion to be reported to the police official in the Directorate for Priority Crime Investigation referred to in section 17C of the South African Police Service Act, 1995, (Act 68 of 1995)."

49. In terms of **Section 26** of POCA:

"(1) Any person who is convicted of an offence referred to in-

- (a) Part 1, 2, 3 or 4, or section 18 of Chapter 2, is liable-*



- (i) *in the case of a sentence to be imposed by a High Court, to a fine or to imprisonment up to a period for imprisonment for life;*
 - (ii) *in the case of a sentence to be imposed by a regional court, to a fine or to imprisonment for a period not exceeding 18 years; or*
 - (iii) *in the case of a sentence to be imposed by a magistrate's court, to a fine or to imprisonment for a period not exceeding five years.*
- (3) *In addition to any fine a court may impose in terms of subsection (1) or (2), the court may impose a fine equal to five times the value of the gratification involved in the offence."*

50. With reference to the contents of this affidavit, I humbly request that the evidence set out above be thoroughly investigated by the SAPS and other relevant law enforcement authorities.

Signed at **RANDBURG** on this 25 day of **AUGUST** 2017.



DEPONENT

I hereby certify that the deponent declares that the deponent knows and understand the contents of this affidavit and that it is to the best of the deponent's knowledge both true and correct. This affidavit was signed and sworn to before me at **RANDBURG** on this the 25th day of **August** 2017 and the regulations contained in Government Notice R1478 of 11 July 1980 as amended by Government Notice R774 of 20 April 1982 concerning taking an oath have been complied with.

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