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Our ref.: J FURSTENBERG/jv/H080327
Your ref.: C LEONARD/ZC261

10 July 2018

Messrs Leonard Attorneys
CRAIGHALL

PER EMAIL: leonard.att@gmail.com

“WITHOUT PREJUDICE”

Dear Sirs

Re: CERTAIN ORTHOTOUCH INVESTORS / DP COHEN N.O

The abovementioned matter as well as your letter to us, dated 4 July 2018, refers.

Your client, Mr DP Cohen, is fully aware of what our opinion is, supported by that of counsel, regarding both Mr Cohen and Orthotouch's obligations under the Scheme of Arrangement, as sanctioned by the North Gauteng High Court, Johannesburg.

That is that both Mr Cohen and Orthotouch are bound by the Scheme of Arrangement (“SoA”) to make such payments as stipulated in the SoA, and neither of them can unilaterally change its terms. The mere declaration of support by an individual or investor for the class action or any other litigant does not change the

terms of the Scheme of Arrangement, nor does it amount to a waiver of an investor's rights under the SoA.

Furthermore, support by an investor of the litigation is in any event not at variance with the terms of the SoA.

The investors, in terms of Option 1 under the SoA, are not only in terms of the S155 Arrangement entitled to receive monthly interest, but also in terms of a Court Order by which the SoA was sanctioned. Again, no party to the SoA has any discretion to vary its terms or the Court Order that sanctioned it, merely because of "their apparent adversity to the arrangement."

We therefore find your client's request peculiar that an "independent" counsel's opinion be obtained, at the initiative and cost of the HSAG, to convince your client of our opinion stated thus far. Your client should obtain his own legal opinion, if any, on why our counsel's (as well as our) opinion is wrong regarding the obligations on payment under the SoA.

It is not evident from your letter how the "decision" came about not to pay certain investors their monthly income. Under the SoA, Orthotouch is obliged to pay the relevant Highveld company (under business rescue), which in turn is also obliged to pay the individual investor. You state in your letter that your client, Mr Cohen, acts "independently". You also indicate that the trust account into which the funds are to be paid into in the meantime in escrow is under your "client's control".

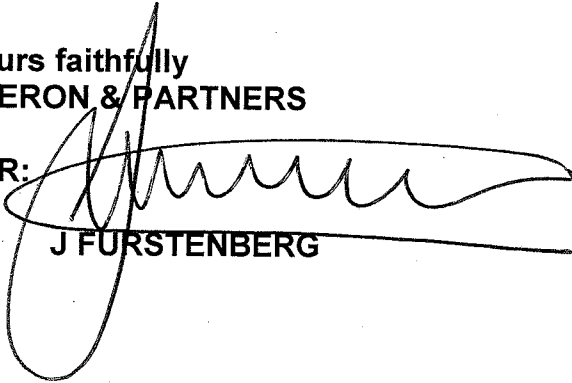
If so, it appears that it is *your* client who is deliberately refusing payments to investors in breach of his obligations under the SoA, and in wilful breach of the Court Order. Our clients are contemplating approaching the court for the necessary relief, including the necessary relief against Mr Cohen personally and declaring him to be contempt of a Court Order, including seeking a punitive cost order *de bonis propriis* should he not immediately undertake to make all such payments, including the amounts withheld in the meantime.

Kindly revert to us by close of business on 11 July 2018 that your client, Mr Cohen, will forthwith continue to ensure that the payments to HS Investors, supposedly held in trust, be made, as contemplated in the SoA and relevant Court Order, failing which we reserve the right to approach the High Court without further notice, as set out above.

Be advised accordingly.

Yours faithfully
THERON & PARTNERS

PER:

A handwritten signature in black ink, appearing to read 'J FURSTENBERG', written over a horizontal line. The signature is stylized and cursive.

J FURSTENBERG