



BUSINESS RESCUE PLAN

prepared in terms of section 150 of the Companies Act 71 of 2008

in relation to

TONGAAT HULETT LIMITED

(IN BUSINESS RESCUE)

prepared by the Joint Business Rescue Practitioners

Publication Date: 31 May 2023

CORPORATE INFORMATION AND ADVISOR DETAILS

Company

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CHAPTER 1 – INTRODUCTION

1. Executive Summary

- 1.1. Capitalised terms and/or expressions shall have the meanings assigned to them in paragraph 3.
- 1.2. The proposed strategy to be adopted by the BRPs in the execution of this Business Rescue Plan, with the support of Management, PCF Lenders and the Lender Group, in summary is to:
 - 1.2.1. obtain working capital facilities sufficient to fund the duration of the Business Rescue process;
 - 1.2.2. delist the Company from the JSE.
 - 1.2.3. continue with the sourcing of Strategic Equity Partners / SEPs to acquire and/or invest in the businesses of the THL Group - either in partnership with IDC or on a standalone basis, subject to Lender Group approval;
 - 1.2.4. in the event of the SEP process outcome not being acceptable to the Lender Group and/or the SEP process outcome not being successful and/or the selected SEP(s) deciding not to acquire the THL Group's SA sugar business and/or the THL Group's interests in any or all of Mozambique, Zimbabwe and/or Botswana, the BRPs shall immediately commence, as applicable:
 - 1.2.4.1. a tender sale process, managed by Absa Corporate Finance (M&A Advisory), to realise value for the relevant Secured Creditors from the sale of the THL Group's interests in Mozambique and/or Zimbabwe and/or Botswana; and

- 1.2.4.2. an accelerated sale process, by means of an Accelerated Select Bidder Sale Process, to secure one or more buyers for/investors in the businesses and assets comprising the THL Group's SA sugar business;
 - 1.2.5. in the event of the Company not obtaining sufficient funding for the Business Rescue Process, the BRPs shall immediately commence an accelerated sale process, by means of an Accelerated Select Bidder Sale Process, to secure one or more buyers for/investors in the businesses and assets comprising the THL Group's SA sugar business;
 - 1.2.6. wind down the Company's other businesses and rationalise the functions and cost base of its head office (which may entail a decentralisation of various support services as well as employee retrenchments to be initiated following the approval of the Business Rescue Plan);
 - 1.2.7. manage the parallel business rescues of THD, THSSA and Voermol;
 - 1.2.8. realise fair value from all other material legal claims and all other material assets held by the Company;
 - 1.2.9. distribute the net proceeds arising from the above to Creditors; and
 - 1.2.10. once this Business Rescue Plan has been approved and implemented in accordance with Chapter 6 of the Companies Act, including payment of the Distributions as provided for in this Business Rescue Plan, any residual Creditors' Claims will become Unenforceable.
- 1.3. Creditors will be asked to vote on the Business Rescue Plan at the Meeting scheduled for Wednesday 14 June 2023.

- 1.4. Affected Persons are referred to Annexure A of this Business Rescue Plan which sets out the Claims that the BRPs have accepted and/or recognised, as well as the status assigned to Creditors.
- 1.5. If any Creditor disputes its status and/or Claim as reflected in this Business Rescue Plan, such Creditor is directed to paragraphs 5.3.7 and 16 of this Business Rescue Plan.
- 1.6. Creditors each have a Voting Interest equal to the value of their Claims, as accepted and/or recognised by the BRPs as set out in Annexure A (refer to paragraph 5.3.8)
- 1.7. For the Business Rescue Plan to be Adopted it must be supported by the holders of more than 75% of the Creditors' Voting Interests that were voted, and the votes in support of the Business Rescue Plan must include at least 50% of the Independent Creditors' Voting Interests, if any, that were voted.
- 1.8. The Business Rescue Plan does not alter the rights of the Shareholders of the Company and the Shareholders will therefore not be required to, nor are they entitled to, vote on this Business Rescue Plan.
- 1.9. Ideally, the BRPs would have preferred to publish a Business Rescue Plan that contained details relating to the outcomes of specific transactions, which had been agreed to, subject to the approval of a business rescue plan. However, due to certain Creditors placing pressure on the BRPs to publish a business rescue plan detailing processes rather than detailed outcomes (by being unwilling to extend the Publication Date), the BRPs have had little alternative but to provide this somewhat "conditional" plan. For the same reasons the BRPs are not in a position to provide any estimates of the anticipated Distributions, measured in cents in the Rand, that are likely to be received by the various classes of Creditors in accordance with this Business Rescue Plan if successfully implemented.

- 1.10. What is known to the BRPs is that the Lender Group has security over all material assets and would, other than as contemplated below, likely be the recipients of all Distributions arising from the implementation of this Business Rescue Plan. The BRPs have therefore endeavoured to balance the rights of all stakeholders, following the principles set out in section 7 (k) of the Companies Act, by proposing to the Lender Group that it shares some of the proceeds from the realisation of its security with the Unsecured Creditors. The Lender Group has, in response to this request, agreed to contribute a portion of its potential dividends on the sale of the SA Sugar assets should such sale be achieved in terms of this Business Rescue process to potential Distributions to the Unsecured Creditor group in an amount of “15% of the proceeds of the SA Sugar assets (which includes the proceeds derived from the disposal of the refinery, the mills, the agricultural land owned by THL and the head office building) with a floor of R45m and a cap of R90m”. On this basis Unsecured Creditors would be entitled to a Distribution from the proceeds of the sale of the SA Sugar business and/or assets which would otherwise be received by the Lender Group, as described in further detail later in this Business Rescue Plan. This will provide a benefit uplift to Unsecured Creditors in the Business Rescue Plan Proposals relative to the estimated liquidation dividend of nil that would be anticipated to be received by Unsecured Creditors if the Company were to be placed in liquidation.
- 1.11. In the event of the liquidation of the Company it is estimated that Unsecured Creditors would not realise anything, noting that the vast majority of the Company’s assets are encumbered in favour of the Lender Group and the IDC.
- 1.12. A constant factor at play in the execution of this Business Rescue is the enormous social impact that would result from a collapse of, in particular, the South African sugar business, and thus the need to balance this against the interests of the other stakeholders in this Business Rescue.
- 1.13. Cognisance must be taken of the extent of payments made to growers and other critical suppliers with pre-Commencement Date Claims. The current

amount of pre-Commencement Date Unsecured Creditors' Claims paid equates to c.R1.26 billion as of 30 April 2023, which should be taken into account when considering whether this Business Rescue shows a better outcome when compared to the Probable Liquidation Estimated Dividend, which it does.

- 1.14. For the benefit of the readers of this Business Rescue Plan, the BRPs have compiled a summary (0) of their views and understanding of the key challenges facing the sugar industry and reflect on the challenges faced by THL before and during the Business Rescue process in this regard.

2. Structure of the Business Rescue Plan

For the purposes of section 150(2) of the Companies Act, this Business Rescue Plan is divided into several chapters.

2.1. Chapter 1 – Introduction

This chapter sets out general information about the Business Rescue Plan, the meaning of defined terms, and contains an executive summary of the Proposals put forward in terms of this Business Rescue Plan.

2.2. Chapter 2 – Proposals

This chapter contains the Proposals in terms of the Business Rescue Plan and is comprised of several sub-parts in accordance with the Companies Act.

2.2.1. Part A – Background

This part sets out background information on the Company, the circumstances that resulted in the Company's Financial Distress and the events leading to the commencement of the Company's Business Rescue.

2.2.2. Part B – Proposals

This part describes the Proposals to Affected Persons and the benefits and risks of Adopting the Business Rescue Plan.

2.2.3. Part C — Assumptions and Conditions

This part sets out the conditions that must be fulfilled and the assumptions applied in respect of the Business Rescue Plan.

2.3. Chapter 3 – General

This chapter sets out administrative and general matters pertaining to the Business Rescue and the Business Rescue Plan and deals, amongst other things, with potential amendments to the Business Rescue Plan and the mandatory Dispute Mechanism to be employed to resolve disputed matters relating to this Business Rescue Plan.

2.4. Chapter 4 – Conclusion and BRPs Certificates

This chapter contains the BRPs' recommendation and the certificate that is required to accompany each business rescue plan in terms of the Companies Act.

3. Interpretation

3.1. The following terms and/or expressions shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings;

3.1.1. **"Absa Corporate Finance (M&A Advisory)"** means the corporate finance business unit within the Corporate and Investment Banking Division of Absa Bank Limited (registration number: 1986/004794/06), a company registered and incorporated in accordance with the company laws of South Africa, and in relation to Absa Corporate Finance (M&A Advisory)'s advisory mandate which process is referred to as **"Project Absa"**;

3.1.2. **"Accelerated Select Bidder Sale Process"** means, in relation to the SA Sugar assets, a fast-track process which (if employed) would envisage a break-up of the SA Sugar assets whereby each asset

(comprising, *inter alia*, the Agricultural Land, Mills and the Refinery and potentially the shares in THSSA and Voermol) will be sold as separate operating units/assets. Investors who have expressed past interest in the relevant assets would be invited to participate. Following a c.4 week process, potential investors would be required to submit final offers for the various SA Sugar assets and businesses. Winning bidders would be selected based on valuation, technical expertise, sustainability, operational ability, immediate access to funding and ability to conclude the transaction. Following the selection of winning bidders, the BRPs will enter exclusive negotiations with the aim of finalising agreements within a c.2 week timeframe and seeking regulatory any approvals as may be applicable;

- 3.1.3. **“Adopted/Adoption/Adopting”** means that a Business Rescue Plan has been finally approved in accordance with section 152(2), read with section 152(3) of the Companies Act;
- 3.1.4. **“Advisors”** means the advisors to the BRPs, including but not limited to Metis, Matuson, Werksmans, BSM, Tenurey BSM, BDO, Absa Corporate Finance (M&A Advisory) and the advisors’ respective officers, representatives, and employees;
- 3.1.5. **“Affected Person/s”** shall bear the meaning ascribed thereto in section 128(1)(a) of the Companies Act, being the Company’s Shareholders, Creditors, employees and Trade Unions;
- 3.1.6. **“Agricultural Land”** means the c.13 200 hectares of agricultural land, predominantly located along the north coast of Kwazulu-Natal, the majority of which is under sugarcane farming and which property is leased out to third parties with supply agreements in place to cater for the delivery of sugarcane to the Company;
- 3.1.7. **“AFSA”** means the Arbitration Foundation of Southern Africa;

- 3.1.8. **"Agency Agreements"** means various legal agreements, entered into by the Company and certain of its subsidiaries, which entail one or more subsidiaries acting as the agent for an undisclosed principal. In all such cases, the ultimate principal is THL, whereby the agent subsidiary conducts(ed) relevant business on behalf of the ultimate principal;
- 3.1.9. **"Albertyn"** means Gerhard Conrad Albertyn a BRP as contemplated in section 128(1)(d) of the Companies Act;
- 3.1.10. **"BDO"** means BDO Business Restructuring Proprietary Limited (registration number: 2002/025164/07), a company registered and incorporated in accordance with the company laws of South Africa;
- 3.1.11. **"Board"** means the board of directors of the Company as at the Publication Date as set out in paragraph 5.2;
- 3.1.12. **"BRPs"** means the joint business rescue practitioners of the Company, being van den Steen, Murgatroyd and Albertyn;
- 3.1.13. **"BSM"** means BSM Advisory Proprietary Limited (registration number: 2019/457342/07), a company registered and incorporated in accordance with the company laws of South Africa;
- 3.1.14. **"Business Day"** means any day other than a Saturday, Sunday, or official public holiday in South Africa;
- 3.1.15. **"Business Rescue"** means the business rescue proceedings of the Company conducted in terms of Chapter 6 of the Companies Act;
- 3.1.16. **"Business Rescue Costs"** means the remuneration, expenses, disbursements and fees of the BRPs and of their Advisors, as well as all other costs incurred in the execution of the Business Rescue;

- 3.1.17. "**Business Rescue Plan**" means this document together with all of its annexures, as amended from time to time, as prepared in accordance with section 150 of the Companies Act;
- 3.1.18. "**CIPC**" means the Companies and Intellectual Property Commission, established in terms of section 185 of the Companies Act;
- 3.1.19. "**Claims**" means all actual and/or alleged monetary claims against the Company including claims which are disputed, contingent, conditional, liquidated, or unliquidated (including claims for damages), the cause of action in respect of which arose prior to the Commencement Date and/or under section 136(3) of the Companies Act;
- 3.1.20. "**Commencement Date**" means 27 October 2022, being the date upon which Business Rescue commenced in accordance with section 129 of the Companies Act;
- 3.1.21. "**Company**" or "**THL**" means Tongaat Hulett Limited (registration number: 1892/000610/06)), a public company incorporated in accordance with the laws of South Africa;
- 3.1.22. "**Companies Act**" means the Companies Act 71 of 2008, as amended, including the regulations promulgated thereunder;
- 3.1.23. "**Concurrent Claim**" means any Claim (other than a Disputed Claim) which is unsecured and which does not enjoy a statutory preference as envisaged in the Companies Act;
- 3.1.24. "**Creditor**" means any creditor, including Disputed Creditors and contingent Creditors, with a monetary Claim against the Company;

- 3.1.25. **"Disputed Claim"** – means any Claim where the existence, value, class of the Claim or security in respect of a Claim is disputed by the BRPs and/or by an Affected Person;
- 3.1.26. **"Disputed Creditor"** means a Person with a Disputed Claim;
- 3.1.27. **"Dispute Mechanism"** means the dispute resolution mechanism set out in paragraph 16;
- 3.1.28. **"Distributions"** means payments made to Creditors in respect of their approved Claims as provided for in this Business Rescue Plan;
- 3.1.29. **"Financially Distressed"** or **"Financial Distress"** shall bear the meaning ascribed thereto in section 128(i)(f) of the Companies Act;
- 3.1.30. **"High Court"** means the High Court of South Africa;
- 3.1.31. **"IDC"** means Industrial Development Corporation of South Africa Limited (registration number 1940/014201/06), a company registered and incorporated in accordance with the laws of South Africa;
- 3.1.32. **"Independent Creditor"** means a Creditor, with a Claim as accepted and/or recognised by the BRPs, to whom the definition in section 128(1)(g) of the Companies Act applies;
- 3.1.33. **"Insolvency Law"** means the Insolvency Act 24 of 1936, as amended and Chapter 14 of the Companies Act 61 of 1973, read with item 9 of Schedule 5 of the Companies Act;
- 3.1.34. **"Lender Group"** means the group of lenders to the Company, all of whom are Secured Creditors, including The Standard Bank of South Africa Limited (acting through its Corporate and Investment Banking division), Absa Bank Limited, FirstRand Bank Limited

(acting through its Rand Merchant Bank division), Investec Bank Limited (acting through its Investment Banking Division, Corporate Solutions), Investec Bank Limited (acting through its Corporate and Institutional Banking division), The Land and Agricultural Development Bank of South Africa, Sanlam Life Insurance Limited (acting through its Sanlam Specialised Finance Markets division), Sanlam Investment Management Proprietary Limited (acting on behalf of its third party clients), Sanlam Life Insurance Limited (acting through its Sanlam Investment Management division), Sanlam Specialised Finance Proprietary Limited, Momentum Metropolitan Life Limited, Nedbank Limited, and Ashburton Fund Managers Proprietary Limited (acting on behalf of its clients);

- 3.1.35. “**LRA**” means the Labour Relations Act 66 of 1995, as amended;
- 3.1.36. “**Management**” means the management team of the Company who have been responsible for managing the day-to-day operations of the Company from the Commencement Date under the supervision and authority of the BRPs;
- 3.1.37. “**Matuson**” means Matuson and Associates Proprietary Limited (registration number 2009/008967/07) a limited liability company registered and incorporated in accordance with the laws of South Africa;
- 3.1.38. “**Meeting**” means the virtual meeting to be held in terms of section 151 of the Companies Act on **Wednesday 14 June 2023 at 13:00** for the purpose of voting on this Business Rescue Plan;
- 3.1.39. “**Metis**” means Metis Strategic Advisors Proprietary Limited (registration number 2015/220685/07) a limited liability company registered and incorporated in accordance with the laws of South Africa;

- 3.1.40. "**Mills**" means the Company's three operational sugar mills, being the mills located in Amatikulu, Felixton and Maidstone;
- 3.1.41. "**Murgatroyd**" means Trevor John Murgatroyd a BRP as contemplated in section 128(1)(d) of the Companies Act;
- 3.1.42. "**PCF**" means post commencement finance obtained by the Company from a PCF Creditor or PCF Lender as contemplated in section 135(2) of the Companies Act;
- 3.1.43. "**PCF Creditor**" means a Creditor, authorised and accepted as such by the BRPs, from whom the Company has obtained PCF during the Business Rescue;
- 3.1.44. "**PCF Employee**" means any employee of the Company who rendered services to the Company and is owed any remuneration, reimbursement for expenses or other amount of money relating to employment that became due and payable during the Business Rescue as contemplated in section 135(1) of the Companies Act;
- 3.1.45. "**PCF Lender/s**" means any/all financier(s) advancing PCF to the Company;
- 3.1.46. "**Potential Acquirors**" means all and any potential investors in or purchasers of the Company and/or any of its assets or businesses (whether acting individually or in concert);
- 3.1.47. "**Proposal/s**" means the proposals set out in Chapter 2 of this Business Rescue Plan;
- 3.1.48. "**Publication Date**" means the date on which this Business Rescue Plan is published to Affected Persons in terms of section 150(5) of the Companies Act, being **31 May 2023**;

- 3.1.49. "**Rand**" or "**R**" or "**ZAR**" means the lawful currency of South Africa;
- 3.1.50. "**Refinery**" means the Company's central sugar refinery located in Durban, Kwa-Zulu Natal;
- 3.1.51. "**Rejection Date**" means the date on which a Claim is rejected by the BRPs in accordance with the provisions of this Business Rescue Plan;
- 3.1.52. "**SARS**" means the South African Revenue Services;
- 3.1.53. "**SA Sugar**" means the Company's South African sugar operations comprising of the following divisions:
- 3.1.53.1. Agricultural Land;
 - 3.1.53.2. Mills;
 - 3.1.53.3. cane procurement and cane supply management;
 - 3.1.53.4. marketing, sales and distribution;
 - 3.1.53.5. Refinery; and
 - 3.1.53.6. Voermol animal feeds division.
- 3.1.54. "**SASA**" means the South African Sugar Association (registration number 1915/00023/00), an association incorporated in terms of Section 2 of the Sugar Act 1978;
- 3.1.55. "**Secured Creditor**" means a Creditor who holds security for a Claim against the Company in terms of Insolvency Law;
- 3.1.56. "**Securities**" means any shares or other similar instruments, irrespective of their form or title, issued or authorised to be issued by a profit company, as defined in the Companies Act;
- 3.1.57. "**Shareholder**" means a shareholder, as defined in section 1 of the Companies Act, of the Company;

- 3.1.58. **“South Africa”** means the Republic of South Africa;
- 3.1.59. **“Strategic Equity Partners” or “SEPs”** means potential strategic equity partners/investors in the Company and/or the THL Group;
- 3.1.60. **“Substantial Implementation Date”** means the date upon which the BRPs file a notice of substantial implementation of the Business Rescue with the CIPC, which filing is in the BRPs’ sole and absolute discretion, as envisaged in paragraph 13;
- 3.1.61. **“Tax”** includes any tax, imposition, levy, duty, charge, fee, deduction or withholding of any nature (including securities transfer tax and stamp, documentary, registration, or other like duty) and any interest, penalty or other amount payable in connection therewith, which is lawfully imposed, levied, collected, withheld or assessed under the laws of South Africa or any other relevant jurisdiction and **“Taxes”, “Taxation”** and other cognate terms shall be construed accordingly;
- 3.1.62. **“THD”** means Tongaat Hulett Developments Proprietary Limited (registration number: 1981/012378/07), a private company with limited liability incorporated in accordance with the laws of South Africa, at present in Business Rescue;
- 3.1.63. **“THL Botswana”** means Tongaat Hulett (Botswana) Proprietary Limited (registration number: 5032), a private company with limited liability incorporated in accordance with the laws of Botswana;
- 3.1.64. **“THL Group”** means THL and each of its subsidiaries;
- 3.1.65. **“THL Mozambique”** means all THL’s direct and indirect shares in its subsidiaries operating in the Republic of Mozambique and

operating in accordance with the laws of Mozambique as set out in Annexure B;

- 3.1.66. "**THL Zimbabwe**" means all THL's direct and indirect shares in its subsidiaries operating in the Republic of Zimbabwe and operating in accordance with the laws of Zimbabwe as set out in Annexure B;
- 3.1.67. "**THSSA**" means Tongaat Hulett Sugar South Africa Limited (registration number: 1965/000565/06), a private company with limited liability incorporated in accordance with the laws of South Africa, at present in Business Rescue;
- 3.1.68. "**Trade Unions**" means UASA – The Union ("**UASA**"), The Association of Mineworkers and Construction Union ("**AMCU**") and the Food and Allied Workers Union ("**FAWU**");
- 3.1.69. "**Unenforceable**" means the inability to enforce any and all Claims against the Company, as envisaged in section 154 and/or as read with section 152 of the Companies Act, upon the Adoption and implementation of the Business Rescue Plan;
- 3.1.70. "**Unsecured Creditors**" means all Creditors with Concurrent Claims against the Company;
- 3.1.71. "**van den Steen**" means Petrus Francois van den Steen a BRP as contemplated in section 128(1)(d) of the Companies Act;
- 3.1.72. "**VAT**" means the value-added tax levied in terms of the Value-Added Tax Act 89 of 1991, as amended;
- 3.1.73. "**Voermol**" means Voermol Feeds Proprietary Limited (registration number 1936/007892/07), a private company with limited liability incorporated in accordance with the laws of South Africa, at present in Business Rescue;

- 3.1.74. **"Voting Interest"** means a voting interest as defined by section 128(1)(j) of the Companies Act, calculated on the value of a Creditor's Claim as accepted and/or recognised by the BRP per this Business Rescue Plan;
- 3.1.75. **"Werksmans"** means Werksmans Incorporated (registration number: 1990/007215/21), a firm of attorneys practising as such at The Central, 96 Rivonia Road, Sandton, 2196.
- 3.2. Paragraph headings in this Business Rescue Plan are for the purpose of convenience and reference only and shall not be used in the interpretation of, nor modify or amplify the terms of this Business Rescue Plan or any paragraph hereof, unless a contrary intention clearly appears.
- 3.3. Words importing:
- 3.3.1. any one gender includes the other gender;
- 3.3.2. the singular includes the plural and vice versa; and
- 3.3.3. a natural person includes an artificial or juristic person and vice versa ("**Person**");
- 3.4. Any reference to any statute, regulation or other legislation in this Business Rescue Plan shall be a reference to that statute, regulation, or other legislation as at the Publication Date, and as amended or substituted from time to time.
- 3.5. Any reference in the Business Rescue Plan to any other agreement or document shall be construed as a reference to such other agreement, as may from time to time be amended, varied, novated, or supplemented.

- 3.6. If any provision in a definition in this Business Rescue Plan is a substantive provision conferring a right or imposing an obligation on any person or entity then, notwithstanding that it is only in a definition, effect shall be given to that provision as if it were a substantive provision in the body of this Business Rescue Plan.
- 3.7. Where any term is defined in this Business Rescue Plan within a particular paragraph other than this paragraph 3, that term shall bear the meaning ascribed to it in that paragraph wherever it is used in this Business Rescue Plan.
- 3.8. Where any number of days is to be calculated from a particular day, such number shall be calculated as excluding such particular day and commencing on the next day, if the last day of such number so calculated falls on a day which is not a Business Day, the last day shall be deemed to be the next succeeding day which is a Business Day.
- 3.9. Any reference to days (other than a specific reference to Business Days), months or years shall be a reference to calendar days, months or years, as the case may be.
- 3.10. Words or terms that are capitalised and not otherwise defined in the body of this Business Rescue Plan (excluding capitalised words or terms used for the purpose of headings or tables) shall bear the meaning assigned to them in the Companies Act.
- 3.11. The use of the word "**including**", "**includes**" or "**include**" followed by specific examples shall not be construed as limiting the meaning of the general wording preceding it and *the eiusdem generis* rule shall not be applied in the interpretation of such general wording or such specific examples.

- 3.12. To the extent that any provision of this Business Rescue Plan is ambiguous, it is to be interpreted in a manner that is consistent with the purposes of the business rescue provisions in Chapter 6 of the Companies Act.
- 3.13. Unless otherwise stated, all references to sections are references to sections in the Companies Act.
- 3.14. All information provided in the Business Rescue Plan is reflected as at the Publication Date, unless otherwise indicated in the Business Rescue Plan.

4. Disclaimer

- 4.1. The BRPs in the preparation of this Business Rescue Plan have relied on information obtained from the books and records of the Company, meetings held with relevant persons including the Company's directors, Management, staff, suppliers, clients, Advisors and other service providers of the Company, and studies and reports commissioned from various technical and other professional advisors in connection with the affairs of the Company.
- 4.2. Whilst the BRPs have made efforts to ensure the accuracy of the information contained herein, it should be noted that the BRPs investigations have been limited in nature due to:
 - 4.2.1. the time constraints placed on the BRPs by the Companies Act and Creditors;
 - 4.2.2. pressure from Affected Persons to affect a reasonably paced rescue;
 - 4.2.3. limited financial and human resources available to the Company;
and
 - 4.2.4. the state of affairs of the Company.

- 4.3. The BRPs have not carried out an audit of the Company's documents and/or records, nor have they had adequate opportunity to independently verify all information provided to them by the Company and/or relevant third parties.
- 4.4. Nothing contained in the Business Rescue Plan shall constitute any form of legal or other advice to any Affected Person, and the BRPs do not make any representations in respect thereof.
- 4.5. Neither the BRPs nor their Advisors shall be responsible for any acts taken by (or omissions arising from) any Affected Persons' reliance on this Business Rescue Plan.
- 4.6. Affected Persons are advised and encouraged to consult with their own independent attorney, accountant, or other professional advisor in respect of this Business Rescue Plan should they so wish or require.

CHAPTER 2 – PROPOSAL

5. PART A – Background

5.1. Holding Company:

5.1.1. The Company is a public company listed on the Johannesburg Stock Exchange and is the parent company of a number of entities. An organogram of the group of entities is contained in Annexure B.

5.2. Directors of the Company:

5.2.1. As at the Publication Date, the executive directors of the Company, according to the CIPC, were Dan Marokane (acting Chief Executive Officer) and Robert Aitken (Chief Financial Officer). Piers Marsden was the sole non-executive director.

5.3. Company Information:

Financial Year End	31 March
Registered Business Address	Amanzimnyama Hill Tongaat Kwa-Zulu Natal 4400
Postal Address	P O Box 3 Tongaat Kwa-Zulu Natal 4400
Business Telephone Number	+27 (32) 439 4000
Auditors	Ernst & Young

5.3.1. Company Background:

5.3.1.1. The Company is an agricultural processing business with a 130-year history and a strong socio-economic

legacy in Southern Africa. The THL Group has operations in South Africa, Zimbabwe, Mozambique and Botswana.

5.3.1.2. Across Southern Africa, the THL Group's operations are of significant scale geographically, economically, and socially, as set out below:

- the THL Group's production facilities have the capacity to crush 12.7 million tons of sugarcane (5.8 million tons provided by third-party growers) to produce 1.5 million tons of raw sugar, 750 000 tons of refined sugar, 400 000 tons of animal feed and 40 million litres of ethanol; and
- at the peak of the sugar season, the THL Group's operations employ more than 23 000 people, support more than 185 000 employment opportunities and provide a livelihood to more than 21 000 farmers (many of whom are small-scale growers).

5.3.1.3. In South Africa, the profile of the Company's sugar operation, property business and head office is set out below:

- the Company's operations are located in the KwaZulu-Natal province in the districts of Ethekwini, Zululand, Umkhanyakude, King Cetshwayo, and iLembe;
- the Company's trading activities during the 2023 financial year generated revenue of c.R7.85 billion of which c.R7.8 billion arose from the South African

sugar operation and c. R48 million from the sale of developable land by THD;

- the Company has 5 production facilities with the capacity to crush 5.45 million tons of sugarcane to produce 600 000 tons of raw sugar, 600 000 tons of refined sugar (c.50% of the total South African sugar industry's market requirements) and 400 000 tons of animal feed;
- the Company's ongoing agriculture activities span 13 200 hectares and as such it owns a substantial and valuable land portfolio, of which some 9 600 hectares are considered developable and located within the primary growth corridors of KwaZulu-Natal;
- the Company sources c.91% of its sugarcane from independent farmers, over 15 000 of which are small-scale farmers and co-operatives, and its transformational partnership with Uzinzo Sugar Farming has established the largest black grower in the South African sugar industry;
- a total of c.2 500 people are employed by the Company, with a further c.23 000 indirect employment opportunities created within South Africa. The communities in which the Company operates not only benefit from employment opportunities, but also the Company's socio-economic development initiatives and investments; and

- as identified in an independent assessment of the Company's economic footprint, it has been estimated that arising from the Company's trading activities during the 2021 financial year, an additional c.R28.8 billion of output was produced within the South African economy, contributing c.R11.0 billion to the GDP of the country (based on direct, indirect and induced impacts).

5.3.1.4. The current THL Group structure comprises of c.60 subsidiaries and associated companies, however many of the South African and Zimbabwean companies are dormant or investment holding entities with limited trading activity. A detailed group structure is reflected in Annexure B. From this it will be noted that certain of the legal entities trade as divisions of the Company pursuant to Agency Agreements that were entered into in the 1980's and which are in the process of being unwound.

5.3.1.5. The most relevant of the Agency Agreements are those in relation to THSSA and Voermol. THSSA and Voermol do not carry on any activities for their own benefit that would generate revenue for themselves, and they are wholly financially dependent on the Company. The Company's SA Sugar division is operated by the Company and pursuant to appropriate Agency Agreements between the Company and THSSA and Voermol. These Agency Agreements entail:

- Assets: Assets of the agents are those of the principal, being the Company;

- Tenure: The agreements and agency arrangements are generally active for an indefinite period of time and terminable on one month's written notice. The Agency Agreements are in the process of being unwound, which will result in the entire SA Sugar division being conducted solely in the Company, with no further agency relationship and/or representation;
- Disclosure: The existence of the Agency Agreements was previously undisclosed to third parties. However pursuant to a letter dated 20 December 2022 from THSSA and Voermol to all known creditors of those companies, the Agency Agreement arrangements were disclosed;
- Recourse: THSSA has at all times acted as the agent of the Company, on the basis that the Company has been its undisclosed principal. Consequently, all transactions that have historically been concluded by THSSA with any person or entity, have been so concluded by THSSA in its capacity as agent for an undisclosed principal, being the Company. Now that the existence of the Agency Agreement has been disclosed, any dealings with THSSA will be on the basis that it is contracting on behalf of the Company. Furthermore, Voermol has at all times acted as the agent of THSSA (and by virtue of the aforementioned THSSA agency, as the sub agent of the Company), on the basis that THSSA has been its undisclosed principal and the Company the ultimate undisclosed principal. Consequently, all transactions that have historically been concluded

by Voermol with any person or entity, have been so concluded by Voermol in its capacity as agent for an undisclosed principal, being THSSA and, by virtue of the aforementioned THSSA agency, as the sub agent of the Company.

- In summary: The effect is that all assets, liabilities, income and expenses are those of the Company, as principal. Any claims instituted against THSSA and/or Voermol will result in those entities having a corresponding claim against THL.

5.3.1.6. The extent of the challenges faced by the Company, and its current strained financial position, are well publicised and arose from years of high and increasing debt levels, financial misstatements and historic mismanagement. These factors have resulted in the loss of significant value for the Company's shareholders and other stakeholders.

5.3.2. **Events which led to the Company commencing Business Rescue:**

5.3.2.1. It is the BRPs understanding that the cause of the Company's Financial Distress is set out in the statement, attached hereto as 0C.

5.3.3. **Aims and objectives of Business Rescue:**

5.3.3.1. In terms of the Companies Act, the Company's Business Rescue will aim to facilitate its rehabilitation by (inter alia) providing for –

- the temporary supervision of the Company by the BRPs, and the management of its affairs, business, and property by the BRPs;
- a temporary moratorium on the rights of claimants against the company or in respect of property in its possession; and
- the development and implementation of a Business Rescue Plan which has as its aim either or both of:
 - the rescue of the Company by restructuring its affairs, business, property, debt and other liabilities, and equity in a manner that maximises the likelihood of the Company continuing in existence on a solvent basis; and/or
 - achieving a better return for the Company's Creditors or Shareholders than would result from the immediate liquidation of the Company.

5.3.3.2. The proposed rescue of the Company as set out in this Business Rescue Plan seeks to meet the dual standards set out in the immediate paragraphs above.

5.3.4. **Business Rescue events:**

5.3.4.1. The salient dates pertaining to the Business Rescue of the Company are set out below;

BUSINESS RESCUE EVENT	DATE
Board Resolution to commence the Business Rescue	26 October 2022
Commencement date of the Business Rescue	27 October 2022
Appointment of the BRPs	
Notice to Affected Persons of the commencement of Business Rescue and the appointment of the BRPs	27 October 2022
First statutory meeting of employees	3 November 2022
First statutory meeting of Creditors	8 November 2022
Requests for an extension of the date to publish the Business Rescue Plan	8 November 2022, 24 January 2023, 22 February 2023 and 29 March 2023
Confirmation of extension of the date to publish the Business Rescue Plan to 31 January 2023, then 28 February 2023, then 31 March 2023 and then 31 May 2023	15 November 2022, 27 January 2023, 27 February 2023 and 31 March 2023 respectively
Meetings in terms of section 143 of the Companies Act to vote on the BRPs' remuneration agreement:	
Shareholders meeting	9 December 2022
Creditors meeting	9 December 2022
Notice concerning subordinated Creditors' Voting Interests	3 March 2023
Publication of the Business Rescue Plan	31 May 2023
Latest dates for receipt of proxies:	
Delivery by hand	12 June 2023
Delivery by e-mail	13 June 2023
Meeting to consider this Business Rescue Plan	14 June 2023

5.3.4.2. All notices that have been published to the Affected Persons of the Company can be obtained from the Company's website at www.tongaat.com, under the "Business Rescue" tab.

5.3.5. Steps taken since the appointment of the BRPs:

- 5.3.5.1. Statutory Obligations – the Company and the BRPs have met and complied with statutory reporting and meeting obligations as required in terms of Chapter 6 of the Companies Act.
- 5.3.5.2. Management Control – In terms of section 140(1)(a) of the Companies Act, the BRPs took full management control of the Company and have delegated certain functions to Management in terms of section 140(1)(b) of the Companies Act.
- 5.3.5.3. Investigations – The BRPs have investigated the affairs of the Company and have satisfied themselves that, inter alia, the Company is in Financial Distress and that there is a reasonable prospect of the Company being rescued.
- 5.3.5.4. Operations – A key priority for the BRPs has been to bring about stability and thereafter continuity to the business and operations of the Company. Shortly after the Commencement Date, the SA Sugar operations were brought to a standstill – and there was no free cash available to fund operations or to settle Creditors or Employees.
- 5.3.5.5. Shortly thereafter the BRPs secured PCF to fund short-term working capital requirements, which facilitated the restart of the SA Sugar operations. Thereafter the BRPs secured further PCF (as detailed below) to complete the 2022/23 South African sugar season and to carry out the critical off-crop capital expenditure and/or maintenance (“**off-crop programme**”). The SA Sugar business is now funded (for a limited period) and is operating under the BRPs guidance.

- 5.3.5.6. Included in the operations of the THL Group in South Africa are wholly-owned subsidiaries THSSA, THD and Voermol, each of which is in business rescue. The BRPs are also overseeing each of these inter-related business rescues, with each of these subsidiaries having its own business rescue plan.
- 5.3.5.7. THL Zimbabwe, THL Botswana and THL Mozambique are not in business rescue and continue to operate as independent legal entities and are self-funding.
- 5.3.5.8. PCF Funding – Since their appointment, the BRPs have devoted significant time and resources towards engaging with the Lender Group and IDC in order to secure and structure the requisite PCF to support the SA Sugar operation – initially to restart operations, and latterly to complete the 2022/23 sugar season and carry out the off-crop programme necessary to commence the 2023/24 season. This was secured as follows:
- the raising of initial PCF from the Lender Group in an amount of R900m, which brought about short-term stability in order for the Company to restart the Mills and Refinery operations;
 - the subsequent raising of R1.2 billion PCF from IDC which enabled the Company to fund its working capital requirements to the end of June 2023, including its annual off-crop maintenance programme;

- the proceeds from the IDC PCF were applied to repay the Lender Group PCF in order for the Lender Group to release their security over the bank accounts, inventory and trade receivables (and any related insurance claims), which is now the security of the IDC;
- the balance of the PCF has been made available to the Company to fund its working capital requirements and the off-crop programme to 30 June 2023;
- The BRPs continue with their endeavours to secure funding beyond 30 June 2023 and for the balance of the 2023/2024 sugar season.

5.3.5.9. Extension of the Date for Publication of Business Rescue Plan – In terms of section 150(5) of the Companies Act, the Business Rescue Plan was required to be published on 1 December 2022 (i.e. within 25 business days from the date of the appointment of the BRPs). The BRPs obtained approval from the Creditors for various extensions of the Publication Date, the latest date being to 31 May 2023, in accordance with section 150(5)(b) of the Companies Act.

5.3.5.10. Employees

- Employees have continued to be employed by the Company on the same terms and conditions as before the Commencement Date.
- The first statutory meeting of employees, in terms of section 148 of the Companies Act, was convened

in person and virtually on 8 November 2022. Thereafter, an employees' committee was formed by employee representatives who volunteered or who were nominated by their colleagues to represent them on the committee. To date, the BRPs have held numerous virtual meetings with the employees' committee to discuss the Business Rescue of the Company. The most recent employees' committee meeting was held with the BRPs on 28 March 2023.

- The BRPs have identified the need for the right-sizing of the Company and therefore this Business Rescue Plan contemplates retrenchments. As a result, this Business Rescue Plan envisages a section 189 retrenchment process (in terms of the LRA) to be initiated following the approval of the Business Rescue Plan and executed as part of the implementation of the Business Rescue Plan. The Business Rescue Plan contemplates the Company meeting its relevant retrenchment financial obligations to all employees affected by the proposed section 189 process in accordance with the Basic Conditions of Employment Act 75 of 1997.
- THL is currently contractually obliged to provide monthly post-retirement medical aid benefits for approximately 900 persons. Such persons are either i) former employees of THL or other members of the THL Group, or their beneficiaries, who are now retired pensioners, or ii) current employees of THL or other members of the THL

Group, who may become entitled to these benefits when they retire. In this regard:

- These benefits were provided to employees who joined the company on or before 30 June 1996 following which this scheme was closed to new entrants.
- In terms of THL's post-retirement medical aid benefits policy, the post-retirement medical aid benefit provided is limited to 50% of the cost of contributing to the Discovery Health scheme's Classic Comprehensive Plan. This equates to a maximum monthly contribution of R6,626.00 in respect of a married recipient, and R3,405.00 for a single recipient.
- At present, the expected accrued liability for the provision of post-retirement medical aid benefits to all recipients, as at 31 March 2023, is circa R347 million (determined actuarially in line with International Financial Reporting Standards).
- In light of the current business rescue proceedings, the BRPs intend and hereby reserve their rights to engage with the recipients of these post-retirement medical aid benefits, to offer once-off lump sum payments to buy THL out of its current liabilities to provide these post-retirement medical aid benefits on an ongoing basis. These buy-out offers will be negotiated and concluded on terms and conditions acceptable to the BRPs,

and are aimed at ensuring not only that THL is able to reduce its current liabilities, but also to ensure that any recipient who accepts a buy-out offer can enjoy a secure source of funding for their future ongoing private medical aid arrangements. In the absence of such agreement being concluded any such Claim will be regarded as a Concurrent Claim held by an Unsecured Creditor.

- The remaining executive directors and members of the THL Group executive committee of the Company have continued in the employ of the Company and have worked with and will continue to work with the BRPs while they remain in the employ of the Company. Mr Gavin Hudson and Mr Simon Harvey resigned with effect 28 February 2023.

5.3.5.11. Creditors

- The first meeting of Creditors, as contemplated in section 147 of the Act, was convened virtually on 8 November 2022.
- At the first statutory meeting of Creditors, the BRPs advised Creditors of the right to form a Creditors' committee. A Creditors' committee has since been formed with Mr Hans Klopper having been appointed by the Creditors as the chairman of the committee. The BRPs have agreed that the Company is prepared to remunerate the chairperson on the basis of time spent solely in such role. The chairperson is an advisor to one of

the Creditors, which Creditor is liable for the costs related to time spent by Mr Klopper in the fulfilment of his services to that Creditor.

- The first Creditors' committee meeting was convened virtually on 24 November 2022 and the most recent Creditors' committee meeting was held on 24 May 2023.

5.3.5.12. Consultations – The BRPs have consulted with various Affected Persons relating to the developments within the Business Rescue and the development of the Business Rescue Plan, in addition to the publishing of regular notices and/or status reports to Affected Persons.

5.3.5.13. Claims Reconciliation

- The BRPs have received Claims from numerous Affected Persons. A verification process has been undertaken to reconcile the Claims received with the amounts reflected in the records of the Company. For the avoidance of doubt, the BRPs will rely on the records of the Company unless proven otherwise, per paragraph 5.3.7 and 16. Further details relating to Claims are also set out in paragraph 5.3.7, read with Annexure A.
- Contracts – None of the Company's obligations have so far been cancelled during Business Rescue, however the BRPs reserve the rights to do so. The BRPs have exercised the right to suspend certain obligations and also reserve the rights to suspend

other such obligations at the appropriate time in accordance with section 136 of the Companies Act.

- 5.3.5.14. Engagement with Shareholders – The BRPs have consulted and engaged with a number of Shareholders during the Company’s Business Rescue.
- 5.3.5.15. Cost Reduction Initiatives – Since their appointment the BRPs have made ongoing efforts to reduce operating costs of the Company wherever possible. It is envisaged that various cost reduction and efficiency improvement initiatives will continue to be implemented throughout the Business Rescue process.
- 5.3.5.16. Cash Management – The BRPs continue to manage and monitor the liquidity, cash flow and financial position of the Company, control payments and enforce general controls.
- 5.3.5.17. Business Rescue Plan – The BRPs have been conscious throughout the period since the Commencement Date of the need to develop a Business Rescue Plan within a reasonable timeframe. The BRPs have, however, been reluctant to publish a Business Rescue Plan until such time as they were able (with a reasonable degree of confidence) to see a way forward in terms of (inter alia) both the future funding of the THL Group and the achievable restructuring opportunities available to secure the objectives of the Business Rescue process (i.e. the rescue of the Company within the meaning of section 128(1)(b)(iii) of the Companies Act). Whilst the BRPs are not, at the Publication Date, fully satisfied that enough clarity exists to put forward a sufficiently detailed Proposal to Affected Persons, certain critical

Creditors have insisted that the BRPs put forward this Business Rescue Plan which, whilst somewhat conditional on key events in the near future, provides Affected Persons with an understanding of the Proposals put forward in the Business Rescue Plan and the alternative outcomes that might arise.

5.3.5.18. Strategic Equity Partner(s) – The BRPs continue to actively engage with numerous potential Strategic Equity Partners with a view to developing a long-term sustainable business solution, together with debt and/or equity restructuring solution, for the Company.

5.3.6. **Material assets and security (Section 150(2)(a)(i)):**

5.3.6.1. The below summary of the material assets of the Company is the pre-Commencement Date **book values** of the Company's assets as at 31 October 2022, the nearest practicable date to the Commencement Date, as extracted from the accounting records of the Company.

MATERIAL ASSET LISTING		R'm
ASSETS		5 897
NON CURRENT ASSETS		2 638
PROPERTY PLANT AND EQUIPMENT		1 223
RIGHT-OF-USE ASSETS		6
INTANGIBLE ASSETS		87
INVESTMENTS IN SUBSIDIARIES AND JOINT OPERATIONS		1 164
AMOUNTS OWING FROM GROUP COMPANIES		44
NET DEFERRED TAX		-
OTHER NON-CURRENT ASSETS		115
CURRENT ASSETS		3 259
INVENTORIES		1 876
BIOLOGICAL ASSETS		127
AMOUNTS OWING FROM GROUP COMPANIES		273
TRADE AND OTHER RECEIVABLES		639
CASH AND CASH EQUIVALENTS		344

5.3.6.2. The gross realisable value of the assets as determined by BDO in the Liquidation Estimated Outcome Statement amount to c.R5.1 billion.

5.3.6.3. Moveable assets, shares in subsidiaries and properties are all encumbered in favour of the Lender Group, save for the bank accounts, inventory and trade debtors (and any related insurance claims) which are held by the IDC as security. By way of summary, the Lender Group has the following security:

5.3.6.4. Cession of:

- all shares in and claims against THL Zimbabwe, THL Botswana, THL Mozambique and/or all other investments;
- all claims of whatsoever nature (excluding trade receivables and any related insurance claims, which are the subject of IDC security) and/or

recoveries related thereto and/or proceeds from sale transactions;

- general notarial bonds;
- mortgage bonds; and
- inter-group cross guarantees.

5.3.6.5. Cash balances, inventories and trade and other receivables are encumbered in favour of the IDC.

5.3.6.6. For completeness the table below shows the full summary balance sheet of the Company (not consolidated) as at 31 October 2022, the nearest practicable date to the Commencement Date.

THL BALANCE SHEET AT 31 OCTOBER 2022		R'm
ASSETS		5 897
NON CURRENT ASSETS		2 638
PROPERTY PLANT AND EQUIPMENT		1 223
RIGHT-OF-USE ASSETS		6
INTANGIBLE ASSETS		87
INVESTMENTS IN SUBSIDIARIES AND JOINT OPERATIONS		1 164
AMOUNTS OWING FROM GROUP COMPANIES		44
NET DEFERRED TAX		-
OTHER NON-CURRENT ASSETS		115
CURRENT ASSETS		3 259
INVENTORIES		1 876
BIOLOGICAL ASSETS		127
AMOUNTS OWING FROM GROUP COMPANIES		273
TRADE AND OTHER RECEIVABLES		639
CASH AND CASH EQUIVALENTS		344
EQUITY & LIABILITIES		5 897
CAPITAL & RESERVES		4 184
SHARE CAPITAL AND PREMIUM		1 679
ACCUMULATED LOSSES	-	5 866
OTHER RESERVES		3
LIABILITIES		10 080
NON CURRENT LIABILITIES		601
AMOUNTS OWING TO GROUP COMPANIES		220
POST-RETIREMENT BENEFIT OBLIGATIONS		357
GOVERNMENT GRANTS		19
LEASE LIABILITIES		4
CURRENT LIABILITIES		9 479
BORROWINGS		6 969
TRADE AND OTHER PAYABLES		2 488
GOVERNMENT GRANTS		20
LEASE LIABILITIES		3

5.3.7. Creditors of the Company (Section 150(2)(a)(ii)):

5.3.7.1. The BRPs will continue to accept the Company's records in respect of any Creditor as being correct, unless and until the relevant Creditor proves otherwise

to the satisfaction of the BRPs, or through the Dispute Mechanism process as set out in paragraph 16 below.

5.3.7.2. Alleged Claims that are not reflected in 0 A of this Business Rescue Plan will be regarded as Disputed Claims, and Disputed Creditors may be allowed a Voting Interest at the Meeting if so determined by the BRPs in their sole discretion. Any such allowance by the BRPs shall be without prejudice to the Company's rights to continue to dispute the Disputed Claim and will be further dealt with in accordance with the Dispute Mechanism contemplated in paragraph 16.

5.3.7.3. The Claims that the BRPs have accepted, in whole or in part, are set out in 0A. A summary of the various classes of Creditors of the Company as at the Commencement Date, updated for subsequent movements/repayments and PCF advanced, is reflected in the table hereunder:

Table 2: Summary of the Various Classes of Creditors of the Company (updated as at 30 April 2023)

CREDITOR TYPE / DESCRIPTION	ACCEPTED/PROVEN CLAIM AMOUNT (R)
SECURED CREDITORS	7 313 848 950
Lender Group banking facilities	7 260 329 610
Other	53 519 340
PCF CREDITORS	613 190 539
IDC Facilities PCF facility	613 190 539
PREFERENT CREDITORS	-
Preferent creditors (<i>N/A in business rescue</i>)	-
Preferent employees	-
UNSECURED CREDITORS	1 699 790 148
Trade Creditors	504 906 184
SASA	757 061 980

Post-retirement medical aid liability	346 559 363
Post-retirement gratuity	10 567 221
Other Provisions	8 073 891
Accrual for Leave pay	47 398 915
Accrual for Trade Payables	12 258 528
Other Accruals	12 964 066
NON-INDEPENDENT UNSECURED CREDITORS	255 928 575
Inter-Company Loans	255 928 575
TOTAL	9 882 758 212

5.3.7.4. All Creditors who believe that they have a Claim against the Company are referred to OA and should treat OA as the BRPs' notification of the Claims (including the quantum thereof) that have been accepted by the BRPs for purpose of the Business Rescue and voting on the Business Rescue Plan. If any Creditor is in disagreement with the information provided in OA (being a Disputed Creditor), such Disputed Creditor should utilise the Dispute Mechanism set out in paragraph 16.

5.3.7.5. Following the Adoption and implementation of this Business Rescue Plan, any remaining Claims of Creditors of the Company will become Unenforceable, other than as provided for in this Business Rescue Plan.

5.3.8. **Voting interests and voting by proxy:**

5.3.8.1. Voting Interests

- In accordance with section 145(4) of the Companies Act, a Creditor is entitled to vote on the Adoption of the Business Rescue Plan, as follows –
 - a Secured Creditor and/or Unsecured Creditor has a Voting Interest equal to the value of the

amount owed to that Creditor by the Company;
and

- an Unsecured Creditor who would be subordinated in a liquidation has a Voting Interest, as independently and expertly appraised and valued at the request of the BRPs, equal to the amount, if any, that the Unsecured Creditor could reasonably expect to receive on a liquidation of the Company as set out in section 145(4)(b) of the Companies Act.
- It is recorded that there are subordinated non-independent Creditors in the total amount of R98,043,398 and that the value ascribed to those subordinated non-independent Creditors in line with the independent appraisal is nil. A notice concerning subordinated non-independent Creditors' Voting Interests was circulated on 3 March 2023.

5.3.8.2. Voting

- All Creditors will have a Voting Interest as set out in 0A in respect of any vote conducted at the Meeting, subject to the BRPs' discretion contemplated in paragraph 5.3.7.2 and directly below.
- Disputed Creditors may be allowed a Voting Interest at the Meeting as may be determined by the BRPs in their sole discretion and any such determination shall be without prejudice to the

Company's rights to continue to dispute the Disputed Claim.

- Disputed Creditors are invited to seek an amendment to their Voting Interest (relative to 0A) up to 24 hours before the Meeting. Any BRP agreement to amend a Disputed Creditor's Voting Interest shall not be construed as an acceptance of the existence or quantum of such Claim, as such determination will be made solely for the purposes of determining that Disputed Creditor's Voting Interest at the Meeting. Unless the BRPs specifically advise a Disputed Creditor otherwise, Disputed Creditors will still be required to follow the Dispute Mechanism set out in paragraph 16 below.

5.3.8.3. Independent Creditors

- In accordance with sections 145(5)(a) and 145(5)(c) of the Companies Act, the BRPs are required to determine whether or not a Creditor is an Independent Creditor for purposes of the Business Rescue.
- For purposes of this Business Rescue Plan, the BRPs have determined that all Creditors with accepted and/or recognised Claims are Independent Creditors and will be counted as such for purposes of any votes cast at the Meeting to approve this Business Rescue Plan.

5.3.8.4. Shareholders

- In accordance with section 146(d) of the Companies Act, a Shareholder is entitled to vote on the Business Rescue Plan if it alters the rights associated with the class of Securities held by that Shareholder.
- This Business Rescue Plan does not alter the rights associated with any Securities, and/or class of Securities, accordingly Shareholders are not required to, nor entitled to, vote on this Business Rescue Plan.

5.3.8.5. Vote by Proxy

- Voting by proxy is permitted. A proxy form is enclosed as Annexure D.
- Notwithstanding these forms, the BRPs have the discretion to accept any proxy submitted, acceptable to the BRPs, no matter its form.
- Proxy forms must include an appropriate resolution (for a juristic entity or trust) or power of attorney (for an individual) giving such representative the authority to attend and vote at the meeting on behalf of the juristic person, trust or individual.
- Affected Persons who are voting by proxy are reasonably required to lodge each or any of their proxy forms by no later than **17h00 on Monday, 12 June 2023** or if by email, by no later than **17h00 on Tuesday, 13 June 2023**.

5.3.9. Probable Liquidation Dividend Estimate (Section 150(2)(a)(iii)):

5.3.9.1. The BRPs engaged BDO as an independent expert to determine the probable dividend that Creditors and Shareholders would likely receive if, instead of being placed into Business Rescue, the Company was placed in liquidation as at the Commencement Date.

5.3.9.2. A summary of the realisations, costs and probable dividend to Creditors per Creditor class, is reflected in Table 3 below:

Table 3: Probable Liquidation Dividend per Class of Creditor/Shareholder (in the event that the Company were to have been placed in liquidation as at the Commencement Date)

	<i>c/R</i>	<i>R'm</i>
Gross proceeds from the realisation of assets by a liquidator		5,080
Movable Assets		473
Inventory		1,387
Immovable Assets		433
Investments		2,189
Cash		437
Debtors		163
Less expenses incurred by liquidator during liquidation process		1,100
Net proceeds after expenses available for distribution to creditors		3,980
Order of preference – Application of the net proceeds of the realisation of assets		
1 st payment by law – Secured Creditors	55,02	3,980

2 nd payment by law – Statutory preferent creditors	0,00	0
Available for distribution to Unsecured Creditors	0,00	0

Note: As the net proceeds available for distribution to Creditors in liquidation is insufficient to enable a full recovery for Creditors, Shareholders would not be entitled to a dividend/surplus/distribution/other payment in all cases other than in the unlikely (in the view of the BRPs) event of a specific offer being made to Shareholders to acquire their shareholdings in terms of paragraph 6.1.3.4.

5.3.9.3. If an Affected Person requires details relating to the Probable Liquidation Dividend Estimate calculation, such Affected Person is invited to contact the BRPs using the details set out in paragraph 17.1.2.

5.3.9.4. BDO requires that any Creditor requesting a copy of the Probable Liquidation Dividend Estimate report sign a hold-harmless letter in favour of BDO.

5.3.9.5. The following disclaimers are attached to the BDO Probable Liquidation Dividend Estimate:

- *"Any person who is not an addressee of this report or who has not signed and returned to BDO either a "no-reliance" or an "assumption of duty" release letter is not authorised to have access to this report. We do not accept or assume responsibility to any unauthorised person to whom this report is shown or any other person who may otherwise gain access to it.*
- *"If any unauthorised person chooses to rely on the contents of this report, they do so entirely at their own risk. Should any unauthorised person obtain*

access to and read this report, such person accepts and agrees that:

- *This report was prepared in accordance with instructions provided by the BRPs exclusively for the sole benefit and use of the BRPs and inclusion in their BR Plan;*
- *BDO, its partners, employees and agents neither owe, nor accept any duty or responsibility to the reader, whether in contract or otherwise (including without limitation, negligence and breach of statutory duty), or howsoever otherwise arising. We make no representations regarding this report or the accuracy of the contents including that the information has not changed since the date of this report;*
- *We shall not be liable in respect of any loss, damage or expense of whatsoever nature which results from any use the reader may choose to make of this report, or any reliance the reader may seek to place on it, or which is otherwise consequent upon access to this report by the reader;*
- *The report is not to be referred to or quoted, in whole or in part, in any other document, other than the BR Plan or made available to any third party, without BDO's express written consent."*

5.3.10. Holders of the Company's issued Securities (Section 150(2)(a)(iv)):

5.3.10.1. This Business Rescue Plan does not alter the rights of Shareholders as envisaged in section 152(3)(c) of the Companies Act.

5.3.11. **BRPs' remuneration (Section 150(2)(a)(v)):**

5.3.11.1. The regulations to the Companies Act prescribe an hourly tariff (inclusive of VAT) for the payment of the fees of a BRP.

5.3.11.2. The Company is classified, in terms of regulation 26(2) read with regulation 127(2)(b)(i) of the Companies Act, as a large company in that it has a public interest score greater than 500 points.

5.3.11.3. The Company's public interest score at the Commencement Date was 33,752 points.

5.3.11.4. Accordingly, in terms of regulation 127(5), the Company required the appointment of at least one Senior BRP.

5.3.11.5. The BRPs' remuneration agreement was approved in terms of section 143 of the Companies Act and is final and binding on the Company. It was supported by:

- 100% of the Shareholders present and voting at the meeting convened in terms of section 143(3)(b) on 9 December 2022; and
- 99% of the holders of Creditors' Voting Interests present and voting at a meeting that was called in

accordance with section 143(3)(a) on 9 December 2022.

5.3.11.6. A copy of the remuneration agreement is enclosed with Annexure E.

5.3.12. **Other Advisors**

5.3.12.1. Metis has an advisory mandate with the Company paid on hourly rates for services rendered, and in addition have an agreed success fee arrangement with the Lender Group linked to the repayment of PCF and recovery against the Lender Group Secured Claims. These fees will be recovered, with the Lender Group's approval, from proceeds received by the Lender Group from the realisation of their security (thus not impacting other classes of Creditors).

5.3.12.2. Matuson has an advisory mandate with the Company linked to the sale of THL Zimbabwe and THL Mozambique, with such fees being recovered, with the Lender Group's approval, from proceeds received from the sale of assets over which the Lender Group holds security (thus not impacting other classes of Creditors). P Marsden of Matuson is a non-executive director of the Company and was previously held the position of chief restructuring officer.

5.3.12.3. Absa Corporate Finance (M&A Advisory) has an advisory mandate with the Company linked to the sale of THL Zimbabwe, THL Mozambique and THL Botswana with such fees being recovered, with the Lender Group's approval, from proceeds received from the sale of assets over which the Lender Group holds

security (thus not impacting other classes of Creditors).

5.3.12.4. BSM has an advisory mandate with the Company paid on hourly rates for services rendered, and in addition has an agreed success fee arrangement linked to the outcome of Project BSM (the SEP process – see below). Such costs are treated as Business Rescue Costs.

5.3.12.5. All other Advisors have advisory mandates with the Company paid on hourly rates for services rendered. Such costs are treated as Business Rescue Costs.

5.3.13. **Proposal made informally by Creditors (Section 150(2)(a)(vi)):**

5.3.13.1. In terms of Section 150(2)(a)(vi) of the Companies Act, the BRPs are required to disclose proposals made by a Creditor or Creditors of the Company with regard to this Business Rescue Plan.

5.3.13.2. In this regard Affected Persons are referred to a proposal made by the Lender Group enclosed herewith as Annexure F (the "**Lender Proposal**").

6. PART B – The Proposal

6.1. Terms of the Proposal

6.1.1. Background and Relevant Factors:

6.1.1.1. THL has an extensive social and economic impact on the region within which it operates. It is beyond question that the successful rescue of THL's SA Sugar operations in South Africa will save tens of thousands, possibly hundreds of thousands, of direct and indirect jobs.

6.1.1.2. The Lender Group has security over all material assets of THL, except the bank accounts, inventory and trade receivables (and any related insurance claims), which are the security of IDC. Pursuant to section 134 of the Companies Act, the consent of the Lender Group, as Secured Creditors, is required in order to dispose of assets forming the subject of their security (assuming that the Lender Group is not repaid in full). The net proceeds from such disposals will be applied towards Distributions made in reduction of the Secured Creditor Claims, and any remaining balance of such Claims will become Unenforceable (subject only to further Distributions that may be made in terms of this Business Rescue Plan).

6.1.1.3. The BDO report concludes that Unsecured Creditors would be unlikely to receive any recovery relating to their Claims in the event of a liquidation of THL. Given the status quo with regards to the Company, the same outcome would result in a business rescue of the Company where Claims were to be settled strictly in

accordance with the business rescue provisions of the Companies Act.

6.1.1.4. Notwithstanding the provisions of the Companies Act, the BRPs have proposed to the Lender Group that it shares some of the proceeds from the potential realisation of certain of their security with the Unsecured Creditors. The Lender Group has accordingly agreed to contribute a portion of its potential Distributions on the sale of the SA Sugar assets, should such sale be achieved in terms of this Business Rescue process, to the Unsecured Creditor group in an amount of "15% of the proceeds of the SA Sugar assets (which includes the proceeds derived from the disposal of the refinery, the mills, the agricultural land owned by THL and the head office building) with a floor of R45m and a cap of R90m". On this basis Unsecured Creditors would be entitled to a Distribution from the proceeds of the sale of the SA Sugar businesses and/or assets to be received by the Lender Group, should such sale take place in accordance with this Business Rescue Plan, as described in further detail later in this Business Rescue Plan. This will provide a benefit uplift to Unsecured Creditors in the Business Rescue Plan Proposals relative to the anticipated liquidation dividend of nil that would likely be received by Unsecured Creditors if the Company were to be placed in liquidation. The abovementioned proceeds received for the benefit of the Unsecured Creditors will be Distributed to Unsecured Creditors pro-rata to their Claims. In order not to dilute this Distribution to Unsecured Creditors, the relevant Unsecured Creditor Claims of the Lender Group and IDC (i.e. any remaining Lender Group and

IDC Claims following repayment from their respective security proceeds) would not participate in the aforementioned Distribution.

6.1.1.5. It should also be noted that to date Claims of Unsecured Creditors of c. R1.26 billion have, in the course of the Business Rescue, already been paid.

6.1.1.6. A review of the operations of the core businesses and the THL head office will be undertaken to optimise the efficiency and costs of those entities. It is thus critical that this Business Rescue Plan be approved at the earliest opportunity in order for that process to commence in order to save costs where possible and to optimise the prospects of a successful business rescue.

6.1.1.7. As previously noted, the BRPs would have preferred to publish a Business Rescue Plan that contained material details relating to the outcomes of specific transactions which had already been agreed to (subject to the approval of a business rescue plan). However, due to pressure being brought to publish a business rescue plan before completing the SEP process (such processes being far advanced as at the Publication Date, with final binding offers expected to be submitted by 15 June 2023), the BRPs have been left with little alternative other than to provide this somewhat “conditional” plan. In this regard, readers are referred to the Lender Proposal, which states that the Lenders do not support any further extension of the publication date of the Business Rescue Plan.

6.1.2. **Lender Group Proposal**

6.1.2.1. Affected persons are referred to the Lender Group Proposal provided in Annexure G, which sets out four potential outcomes. The BRPs are of the view that the details set out below adequately incorporate the Lender Group Proposal, whilst the provisions below provide more granular details regarding approval processes and the treatment of resultant debt.

6.1.2.2. The BRPs will endeavour to comply with the dates set out in the Lender Group Proposal.

6.1.3. **Strategy Underlying the Proposed THL Business Rescue Plan (Plan A)**

6.1.3.1. Broadly speaking, **Plan A** for the Business Rescue will seek to:

- immediately commence a process to optimise the operations and cost base of the THL businesses and its head office (the “**Operational Restructuring**”);
- sell and/or seek investment in, through Project BSM referred to below, all of the SA Sugar related assets and businesses (potentially including the shares in THSSA and/or Voermol), including the African assets/subsidiaries currently comprising the THL Group, either collectively or individually (the “**Corporate Restructuring**”), subject to relevant Secured Creditor consent, which will either result in the THL Group remaining intact or in it being broken up;

- manage and optimise the legally separate but interlinked business rescue proceedings of THD, Voermol and THSSA in parallel with the THL Business Rescue;
- realise value from all Claims held by THL against third parties by way of either disposal or final determination in the appropriate forum; and
- delist THL from the JSE.

6.1.3.2. Affected Persons should note that the IDC has provided significant PCF to the Company. The availability period of this PCF currently ends on 30 June 2023, and in this regard:

- without the extension of the IDC PCF funding until the completion of implementation of Plan A the Company will likely run out of working capital, the Company would in such circumstances not be in a position to continue trading, and thus Plan B (see below) would be triggered. Failing Plan B, liquidation would be the likely outcome;
- the implementation of Plan A will require the provision of working capital for the THL businesses into the future – noting that currently PCF is provided by the IDC which has security over all of the SA Sugar operations’ bank accounts, inventory and trade receivables (any related insurance claims); and

- the IDC is working with the BRPs and has confirmed its willingness, subject to various investment investigation processes underway (including Project BSM, see below) to consider its ongoing participation as a strategic equity partner in the Corporate Restructuring.

6.1.3.3. Noting the above, there are a number of potential purchasers of and/or investors in the THL Group and/or its assets and/or its businesses in terms of Plan A:

- In February 2023, the BRPs embarked on an accelerated sales process ("**Project BSM**"), aimed at engaging with potential SEPs interested in the acquisition of, or investment in, the whole of the THL Group and/or the SA Sugar operations and/or parts thereof.
- SEPs were identified through a process referencing previous interested parties and key market participants who demonstrated the following criteria:
 - interest in THL Group as a whole, or SA Sugar;
 - technical expertise and operational ability;
 - balance sheet strength and substantial access to funding;
 - a plausible business case being presented for the future of the THL Group, or SA Sugar;

- valuation of the relevant assets that demonstrates a likely ability to conclude a transaction.
- Whilst a substantial number of potential SEPs were initially considered, this number has been reduced to eight. The expressions of interest that have been called for are not prescriptive and, based on the interest shown by individual SEPs, one or more Corporate Restructuring transactions will be chosen in consultation with the IDC and the Lender Group.
- The due diligence process is well-advanced (as at the Publication Date) which process is expected to conclude around end-May 2023 following which final offers are expected to be received by the BRPs on 15 June 2023.
- There are various Corporate Restructuring outcomes that may result from Plan A and Project BSM. One or more SEPs (either with or without participation by IDC) may:
 - acquire all of the THL Group's Sugar assets and businesses (probably with the exclusion of certain liabilities);
 - acquire all of the THL Group's sugar assets and businesses (probably with the exclusion of certain liabilities);
 - acquire only the THL Group's core SA Sugar operations and certain of the African sugar

assets/subsidiaries, leaving the remaining African sugar assets/subsidiaries to be disposed of separately;

- acquire only the THL's core SA Sugar operations and exclude the African sugar assets/subsidiaries, leaving the remaining African sugar assets/subsidiaries to be disposed of separately;
 - acquire specific assets or businesses; or
 - a combination or permutation of the above.
- Should there be a requirement to dispose of any unsold and/or excluded assets to one or more third-party purchasers, such third-party purchasers will be sought by the BRPs through accelerated controlled sale processes as detailed below.
 - For the sake of simplicity, all and any potential purchasers of the THL Group and/or any of its assets or businesses (whether acting individually or in concert) identified via Project BSM or otherwise are hereinafter referred to as SEPs or "**Potential Acquirors**".
 - It is anticipated that, following the receipt of final offers from potential SEPs, a final SEP bidder (or bidders) is expected to be confirmed as the selected SEP (whether for the THL Group, SA Sugar or any relevant assets or businesses). The BRPs will then negotiate with the final SEP bidder, on an

exclusive basis, in order to conclude binding agreements which are expected to be concluded in Q3 2023. Closing of such transaction(s) will be dependent on relevant regulatory approvals being secured.

6.1.3.4. Sale methodologies and implications thereof:

- A Potential Acquiror(s) could acquire the whole of (or substantially the whole of) the THL Group essentially through one of two mechanisms ("**Complex Sale Transaction**").
- A Complex Sale Transaction could potentially be achieved through the **acquisition of the shares of THL** from current Shareholders. However, given the current status and circumstances, and noting the outcome of the BRPs' engagements with SEPs to date, such an outcome is highly unlikely in this instance and thus has not been further explored in this Business Rescue Plan.
- In the event of an acquisition of shares, the transaction structure would require the restatement of this Business Rescue Plan and the approval of the Creditor body as contemplated in paragraph 18.2.
- The alternative and currently considered methodology for the Complex Sale Transaction is the **acquisition of specified assets (including without limitation the acquisition of certain THL subsidiary companies) and/or businesses** (as going concerns) from THL:

- This would allow the Potential Acquiror to acquire only those assets and/or businesses from THL that it wishes to acquire without being responsible for all assets as well as liabilities and Claims against THL which exist. Those Claims and liabilities will remain in THL and would be repaid and/or become Unenforceable to the extent detailed in this Business Rescue Plan.
- Secured Creditors, including the Lender Group will be entitled to receive the net proceeds of any sales proceeds arising from the disposal of assets which are the subject of their security package.
- Any assets not forming part of the envisaged transaction with the Potential Acquiror will be sold separately ("**Individual Sale Transactions**" – see below) and the net proceeds received by THL will be applied as a Distribution towards the Secured Creditor Claims.
- Each Individual Sale Transaction and/or a composite package for all Individual Sale Transactions will require agreement with the Lender Group and IDC as the Secured Creditors as set out below.
- The Claims of all Creditors will be repaid by way of Distributions to the extent entitled to in terms of this Business Rescue Plan, and any

remaining balance will become Unenforceable in accordance with the terms of this Business Rescue Plan.

- If the structure of a Complex Sale Transaction with a Potential Acquiror excludes certain assets, or if a Complex Sale Transaction did not materialise, the BRPs will sell any residual/all realisable assets to Potential Acquirors using one or more of a number of possible alternative methodologies (“**Individual Sale Transactions**”).
 - If it relates to the African Subsidiaries, the BRPs’ appointed advisors (being Absa Corporate Finance (M&A Advisory)) will carry out such sale by way of a tender process with identified Potential Acquirors.
 - For all other assets, an appropriate Individual Sale Transaction sale/realisation methodology will be pursued for all relevant realisable assets, including:
 - tender processes;
 - bilateral sale agreements;
 - the Accelerated Select Bidder Sale Processes; and
 - transactions in the ordinary course of business.
 - Note that an Individual Sale Transaction with a Potential Acquiror may be for one or more assets/businesses.

6.1.3.5. Other relevant features of the proposed Business Rescue Plan strategy:

- In the event of this Business Rescue Plan being implemented within a strict interpretation of the Companies Act, it appears unlikely that Unsecured Creditors will receive any return on their Claims. To achieve some form of recovery for the Unsecured Creditors, the BRPs have proposed to the Lender Group that it shares some of the proceeds from the realisation of their security with the Unsecured Creditors. The Lender Group has accordingly agreed to contribute a portion of its potential Distributions from the sale of the SA Sugar assets, should such sale be achieved in terms of this Business Rescue process, to the Unsecured Creditor group in an amount of “15% of the proceeds of the SA Sugar assets (which includes the proceeds derived from the disposal of the refinery, the mills, the agricultural land owned by THL and the head office building) with a floor of R45m and a cap of R90m”. On this basis Unsecured Creditors would be entitled to a Distribution from the proceeds of the sale of the SA Sugar business and/or assets to be received by the Lender Group, should such sale take place pursuant to this Business Rescue Plan, as described in further detail elsewhere in this Business Rescue Plan. The proceeds received for the benefit of the Unsecured Creditors will be Distributed to Unsecured Creditors pro-rata to their Claims. In order not to dilute this Distribution to Unsecured Creditors, the relevant Unsecured Creditor Claims of the Lender Group and IDC (i.e. any remaining Lender Group and IDC

Claims following repayment from their respective security proceeds) would not participate in the aforementioned Distribution. It is anticipated that the contribution to the Unsecured Creditor class will be treated as a first recovery from the proceeds realised from the SA Sugar assets.

- It is proposed that following the Adoption of this Business Rescue Plan and with the Lender Group's and IDC's consent, the BRPs be entitled to withhold an amount of R250m following the implementation of Project BSM and/or Project Absa. This is to be split 63% from Lender Group related proceeds and 37% from IDC related proceeds.
- The funds so retained by the BRPs will be applied towards the funding of future Business Rescue costs to the degree required, in the discretion of the BRPs in consultation with the Lender Group and the IDC, which costs will include:
 - the costs of closing down the head office of the Company and any other entities in the THL Group not contemplated above;
 - the Business Rescue costs required to give effect to the implementation of the remainder (following the implementation of Project BSM and/or Project Absa) of this Business Rescue Plan.
- The costs of wind down will be able to be determined with a greater degree of certainty only

once the BRPs know the outcome of Project BSM and/or Project Absa.

- Any cash that remains at the end of this process, immediately prior to the termination of Business Rescue, will then be returned to the Lender Group and IDC in the aforementioned ratio.

6.1.3.6. As this Business Rescue Plan is one seeking Affected Persons' approval to a variety of sale processes, as mentioned above, in order to dispose of all of the Company's assets of whatsoever nature and wherever located, the BRPs wish to avoid the need for subsequent Business Rescue Plan approvals/amendments. Therefore, subject to paragraph 6.1.3.7 below, the BRPs seek the approval of Affected Persons to pursue and execute any and all of the various transactions as contemplated herein.

6.1.3.7. The Lender Group has security over all material assets other than the THL bank accounts, inventory and trade receivables (and any related insurance claims), which is held as security by IDC. As a result, it is deemed appropriate (and is a term of this Business Rescue Plan) that upon approval of this Business Rescue Plan any transaction contemplating the sale of:

- any Lender Group security assets will require the additional consent of the Lender Group, but not the wider creditor body;
- any IDC security assets will require the additional consent of the IDC, but not the wider creditor body; and

- (for the sake of clarity) any assets not forming part of the Lender Group/IDC security arrangements will require no further approval from the Creditor body.

6.1.3.8. This way, the Business Rescue Plan can be Adopted and the transactions contemplated are given effect to by means of Secured Creditor agreement/consent pursuant to Section 134 of the Companies Act rather than through the need for a further Business Rescue Plan to be published.

6.1.3.9. The period within which to conclude a Complex Transaction and/or Individual Sales Transaction(s) will be determined based on advice from the BRPs' Advisors and subject to the BRPs being satisfied that sufficient funding is available for the contemplated implementation period. It is the BRPs' intention to pursue and implement the Business Rescue Plan as expeditiously as possible.

6.1.3.10. It is proposed that upon Adoption of the Business Rescue Plan, the Secured Creditors would be treated as follows:

- Secured Creditors would retain their security rights and Claims, which will entitle them to Distributions, and any remaining balance will become Unenforceable in accordance with this Business Rescue Plan;
- In order for the Lender Group to release their security rights, agreement will need to be reached

between the Lender Group, the BRPs and the Potential Acquiror as to the value that is attributable to the Lender Group security;

- Once the value of the Lender Group security has been agreed to (by the Lender Group, the BRPs and the Potential Acquiror) ("**Agreed Security Value**") the Lender Group will be entitled to payment of that value either in a single amount and/or over a period to be agreed to by the Lender Group;
- The Lender Group Claims in excess of the Agreed Security Value will be regarded as and be treated as a Concurrent Claim and any such Claim which remains outstanding on termination of these Business Rescue proceedings will become Unenforceable in accordance with this Business Rescue Plan;
- The Agreed Security Value will not only apply to a Potential Acquiror and/or related transaction, but will also apply where an offer is made to the Lender Group either by THL and/or a third party as repayment, whether in full or in part, of all its Claims against THL, and whereafter any unpaid balance of the Lender Group's Claims will become Unenforceable. The basis of this may be such that THL offers to settle the Lender Group Claims at a discount or a third party may acquire the claims and security of the Lender Group at the Agreed Security Value; and

- The amount that is accepted by the Lender Group as a repayment, whether in full or in part, of all the Lender Group's Claims against THL will be regarded as the Agreed Security Value. The Lender Group Claims in excess of the Agreed Security Value will be regarded as a Concurrent Claim and will become Unenforceable.

6.1.3.11. With regard to any Individual Sale Transactions the same process as above will be applied *mutatis mutandis* in respect of each Individual Sale Transaction. Therefore, Secured Creditors would retain their security rights and Claims, which will entitle them to the Distributions provided for in this Business Rescue Plan and any remaining balance will become Unenforceable.

6.1.3.12. An Agreed Security Value will be determined for each Individual Sale Transaction. The Lender Group will be entitled to payment of that value either in a single amount and/or over a period to be agreed to by the Lender Group. Any Lender Group's Claims in excess of the aggregate of the Individual Sale Transaction Agreed Security Value will be regarded as a Concurrent Claim and will become Unenforceable.

6.1.3.13. In the event of the Company not obtaining sufficient funding for the Business Rescue process (i.e. no extension of the current PCF Funding or replacement thereof) and/or the Plan A outcome not being acceptable (to the BRPs, and/or the Lender Group and/or the IDC as the case may be), a **Plan B** will need to be followed as a matter as urgency, as detailed below.

6.1.4. **Plan B (Last Resort):**

6.1.4.1. In summary, Plan B entails as follows:

- the SA Sugar operations, to the fullest extent possible, will be disposed of to a new operator(s) within the shortest feasible timeframe to avoid mass retrenchments, the degradation of asset values and to avoid the catastrophic social impact of the closure of the SA Sugar operations. The disposal of the SA Sugar assets piecemeal (i.e. offers will be called for one, some or all of the constituent parts) will take place in a BSM-led Accelerated Select Bidder Sale Process;
- the international assets would be assigned to the Lender Group (which will presumably dispose of the same utilising the Absa Corporate Finance (M&A Advisory) tender sale process); and
- to the extent not incorporated into the above, the THL head office would be downsized and closed. The costs for this exercise and others will need to be recovered from the funds obtained by the BRPs as detailed above to fund the Business Rescue costs where appropriate.

6.1.4.2. It is acknowledged that Plan B would not be an ideal solution, but it would be pragmatic and reasonable in the then contemplated circumstances given the restraints that would (under those dire circumstances) be facing the Company and the BRP team.

- 6.1.4.3. For the sake of clarity it is noted that for as long as sufficient funding remains in place for the proposed Plan A Business Rescue, and Plan A has reasonable prospects of being implemented, Plan B will not be implemented.
- 6.1.4.4. Plan B will, however, be contemplated if at any stage the BRPs come to the conclusion that there is no reasonable prospect of obtaining/retaining the required funding for the period post 30 June 2023.
- 6.1.4.5. It is further noted in this regard that the BRPs would be obliged to take the steps prescribed in the Companies Act which, if the "reasonable prospect" of achieving a successful rescue fell away altogether, would entail an application to court for the liquidation of THL.
- 6.1.4.6. As this Business Rescue Plan is one seeking Affected Persons' approval to a variety of potential sale processes, as mentioned above, in order to dispose of all of the Company's assets of whatsoever nature and wherever located, the BRPs wish to avoid the need for subsequent Business Rescue Plan approvals/amendments. Therefore, the BRPs seek the approval of Affected Persons to pursue any and all of the various transactions as contemplated herein.

6.2. **Effects of the Proposal:**

- 6.2.1. Ongoing role of the Company and the treatment of existing contracts (Section 150(2)(b)(iii):

- 6.2.1.1. Where the BRPs determined it to be in the best interests of Creditors to continue with counterparty agreements concluded with the Company, such agreements have continued.
- 6.2.1.2. Agreements concluded with the Company are, however, subject to ongoing evaluation and negotiations by the BRPs in an effort to mitigate risks and optimise the success of the Business Rescue.
- 6.2.1.3. Section 136(2)(a) of the Companies Act allows the BRPs to entirely, partially, or conditionally suspend, for the duration of the Business Rescue, any obligation of the Company that arises under an agreement (including any form of *sui generis* agreement) to which the Company was a party at the Commencement Date and would otherwise become due during the Business Rescue. All Company obligations are currently under review and the BRPs reserve their rights in this regard.
- 6.2.1.4. It is recorded that, where the BRPs have elected to suspend the Company's payment obligations, the aggrieved party may assert a Claim against the Company only for damages in terms of section 136(3). Such damages claim and/or suspended obligation amounts owing and unpaid will be treated as a Concurrent Claim of an Unsecured Creditor, and any balance remaining after any Distribution in terms of this Business Rescue Plan will become Unenforceable.
- 6.2.1.5. As a reminder to Affected Persons, it is confirmed that an application has been made to the High Court seeking the High Court's confirmation that the BRPs have the right to suspend THL obligations to SASA

under the Sugar Industry Agreement. Separate notices have been circulated to Affected Persons in this regard.

6.2.1.6. The BRPs further have the right, in terms of section 136(2)(b) of the Companies Act, to apply to the High Court to cancel and/or terminate any obligation of the Company that arises under an agreement to which the Company was a party at the Commencement Date and that would otherwise become due during the Business Rescue.

6.2.1.7. Counterparties to all agreements in which the Company's obligations are suspended or cancelled should be guided by the moratorium which excludes a claim by a contractual counterparty for specific performance. Such party will have a Claim for damages in terms of section 136(3) of the Companies Act. Where that Claim is not reflected in Annexure A, the course of action available to that party is to submit a claim for damages as a Disputed Creditor and to follow the Dispute Mechanism set out in paragraph 16.

6.2.2. The property of the Company that is to be available to pay Creditors' Claims in terms of the Business Rescue Plan (Section 150(2)(b)(iv))

6.2.2.1. Refer to paragraph 6.1.3.4 above dealing with Complex Sale Transactions and Individual Sale Transactions.

6.2.3. Effect on Creditors (Section 150(2)(b)(v))

6.2.3.1. Distributions will be made in the following order of priority in accordance with the Business Rescue Plan

for the duration of Business Rescue. This ranking is in accordance with the provisions of the Companies Act.

6.2.3.2. Proceeds from Unencumbered Assets, if any, will be applied as follows:

- Business Rescue Costs;
- PCF Employees to the extent that amounts due and payable, for services rendered during Business Rescue, that remain unpaid;
- Unsecured PCF Creditors, who will rank in the order in which the PCF was provided;
- Preferent employees;
- Unsecured Creditors (if there is any residual); and
- Shareholders (if there is any residual).

6.2.3.3. Net Proceeds from Encumbered Assets will be applied as follows:

- A PCF Creditor, who is also a Secured Creditor, will be treated as follows:
 - IDC has provided the Company with a PCF revolving credit facility which fluctuates over time and any exposure under that facility is secured by means of cession of bank accounts, inventories and trade receivables (and any related insurance claims) of the Company. IDC

will retain such security rights for the duration of Business Rescue.

- The PCF facility was granted by IDC on 23 December 2022. For the avoidance of doubt, it is confirmed that notwithstanding any fluctuations in the PCF facility, the 23 December 2022 date will be treated as the date for determining the ranking of the order in which any PCF was provided by IDC, which will also apply for purposes of paragraph 6.2.3.2.
- The IDC will receive Distributions arising from the realisation of the value of its security in the event of such realisation arising outside of any revolving facility repayments.
- If any residual Claim remains unpaid after the realisation of any security, that Secured PCF Creditor remaining Claims will be treated as an Unsecured PCF Creditor with respect to that residual Claim.
- If any surplus proceeds remain after the Distributions to Secured PCF Creditors, such surplus proceeds will be allocated towards Distributions to the Lender Group and thereafter to Unsecured Creditors.
- A Secured Creditor will receive Distributions arising from the realisation of the value of its security. If any residual Claim remains unpaid after the repayment of PCF from the realisation of any security, that Creditor's remaining claims will be

treated as an Unsecured Creditor with respect to that residual Claim and which will become Unenforceable. If any surplus proceeds remain after the Distributions to Secured Creditors, such proceeds will be allocated towards Distributions to Unsecured Creditors.

- 6.2.3.4. Expected Distribution to Creditors: It is currently not feasible to attempt to determine the expected Distribution to Creditors until such time as the BRPs have an indication of the values to be realised from the Complex Sale Transactions and/or Individual Sale Transactions. However, the Distributions to Unsecured Creditors are expected to exceed that of liquidation (which is already the case due to the amount of pre-Commencement Date Unsecured Creditors' Claims paid of c.R1.26 billion and furthermore the Distributions to Secured Creditors are expected to be enhanced as a result of the various disposal processes/proposals outlined).
- 6.2.3.5. To the extent that agreements concluded between the Company and counterparties and/or obligations are cancelled, modified, suspended or restructured, any Claim for damages will be limited as contemplated in paragraph 6.2.3.6.
- 6.2.3.6. Claims for damages, whether contractual or delictual against the Company, once determined through the Dispute Mechanism paragraph 16 or by the High Court or similar proceedings, as the BRPs may consent to, will be treated as follows–

- as an Unsecured Creditor, unless the Creditor holds security for such Claim;
- shall be limited to general damages as determined through the Dispute Mechanism or by the High Court or similar proceedings as the BRPs may in their sole discretion consent to. For purposes hereof, general damages are those which, on an objective basis, would be reasonably foreseeable at the time of entering into the relevant contract as a probable consequence of, and with a sufficiently close connection to, any breach by the Company of an agreement so as to be said to flow naturally and generally and not to be too remote; and
- shall exclude all indirect, punitive, special, incidental, or consequential loss, including injury to business reputation, loss of profits and/or loss of business opportunities.

6.2.3.7. If this Business Rescue Plan is Adopted and implemented by payment of a final Distribution in accordance with this Business Rescue Plan, any remaining Claims will become Unenforceable.

6.2.3.8. For the avoidance of doubt, any past or prospective claim which SARS may have against the Company, among other things, under section 22(3) of the Value Added Tax Act 89 of 1991, or in respect of an audit under the Tax Administration Act 28 of 2011 for any date or year of assessment preceding the Commencement Date will be Unenforceable under and in terms of this Business Rescue Plan.

- 6.2.3.9. Any VAT related claims from SARS and any other SARS Claims arising from transactions that occurred prior to the Commencement Date have been recognised as an Unsecured Creditor in the Business Rescue and will be treated in the same manner as all other Unsecured Creditors and therefore will be entitled to the same cents in the Rand Distribution as all other Unsecured Creditors.
- 6.2.3.10. This means that upon payment of a final Distribution in terms of this Business Rescue Plan, any remaining unpaid portions of the Claims will have become Unenforceable and no Creditor will be entitled to enforce the balance of its Claim, or any portion of its Claim, against the Company.
- 6.2.3.11. Creditors voting in favour of the Business Rescue Plan do not thereby accede to the discharge of the whole or part of their debt in terms of section 154(1) of the Companies Act. No Creditors are deemed to have lost the right to enforce their Claims against third parties (to the extent possible). Upon Adoption and implementation of the Business Rescue Plan, Creditors' remaining Claims will become Unenforceable against the Company in terms of section 154(2).
- 6.2.3.12. After payment of the final Distribution and prior to a notice of substantial implementation being filed with the CIPC, the Company may be returned to its Director(s) or an application may be made for the Company's deregistration, alternatively, the Company's provisional or final liquidation, as the BRPs in their sole discretion may determine.

- 6.2.3.13. Claims will only become Unenforceable in accordance with the Business Rescue Plan upon both the Adoption and implementation of the Business Rescue Plan. In the event of any breach by the Company of its obligations to creditors in terms of the Business Rescue Plan, or in the event the Company is placed in liquidation other than as catered for in this Business Rescue Plan under paragraph 6.2.3.12, the full balance due to creditors in terms of their original claims against the Company shall immediately become due, owing and payable by the Company to the creditors, subject to the provisions of section 135 of the Companies Act.
- 6.2.4. Effect on Employees (Section 150(2)(c)(ii)) - This Business Rescue Plan envisages a right-sizing process wherein retrenchments are contemplated. This Business Rescue Plan therefore also contemplates a section 189 retrenchment process in terms of the LRA, to be initiated following the approval of the Business Rescue Plan and as the Business Rescue Plan is being implemented. If the Business Rescue Plan is successful in its implementation of Plan A, and potentially Plan B, then the vast majority of employee positions will have been saved.
- 6.2.5. The BRPs hereby reserve their rights to engage with the recipients of post-retirement medical aid benefits, to offer once-off lump sum payments to buy THL out of its current liabilities, subject to the availability of sufficient funding.
- 6.2.6. Effect on Director(s) and Management - Directors have continued to exercise the functions of a director, subject to the authority of the BRPs. The future status of directors will be a matter for the investing SEPs to decide.

6.2.7. Effect on subsidiaries – The investments in and claims against subsidiaries of the Company will be treated in accordance with the Proposal section of this Plan. With the requisite support of PCF Lenders, the Company will provide direct or indirect financial assistance to its related and inter-related companies/equity interests, which financial assistance may include without limitation the provision of loans, the issuance of guarantees (or other like instruments and/or Securities) and/or the subordination of claims owing to the Company by related or inter-related companies.

7. Binding nature of this Business Rescue Plan

7.1. The BRPs draw the attention of Affected Persons to the provisions of section 152(4) of the Companies Act.

7.2. This section provides that once a Business Rescue Plan has been Adopted, it is binding on the Company, its Creditors (including all Claims, whether accepted by the BRPs as Creditors, whether Disputed Creditors, conditional Claims, prospective Claims, damages Claims and/or unliquidated Claims) and every holder of the Company's Securities (the latter in terms of the provisions of section 146(d) and 152(3)(c) of the Companies Act) whether or not such a Person was –

7.2.1. present at the Meeting to determine the future of the Company;

7.2.2. voted in favour of the Adoption of the Business Rescue Plan; or

7.2.3. in the case of Creditors, has proven a Claim against the Company.

8. Moratorium (Section 150(2)(b)(i))

8.1. The moratorium imposed by section 133 of the Companies Act prohibits any legal proceedings, including enforcement action, against the Company, or in relation to any property belonging to the Company or lawfully in its

possession, from being commenced or proceeded with for the duration of the Business Rescue except with the written consent of the BRPs or with the leave of the High Court.

8.2. This means, among other things, that Affected Persons will not be able to proceed in any forum against the Company for, among other things, the non-payment of debts during Business Rescue, except with the written consent of the BRPs or with the leave of the High Court.

8.3. The moratorium in relation to the Company took effect on the Commencement Date and will remain in place for the duration of Business Rescue, until the termination of Business Rescue as defined in paragraph 1212.

9. Benefits of Adopting the Business Rescue Plan compared to liquidation (Section 150(2)(b)(vi))

9.1. Through the implementation of this Business Rescue Plan the BRPs intend to optimise the returns for Creditors by:

9.1.1. Implementing Plan A; or

9.1.2. Implementing Plan B.

9.2. With this, the Business Rescue of the Company is intended to rescue the Company or, in the alternative, achieve a better return compared to liquidation as outlined in paragraph 5.3.3.

9.3. The financial benefits to Affected Persons through the Adoption and implementation of the Business Rescue Plan, as compared to a liquidation of the Company, are as follows –

9.3.1. Creditors / Liquidation Dividend –

9.3.1.1. the Distributions that Creditors would have received in the alternative scenario of a liquidation of the Company as at the Commencement Date would be lower than the Distributions that have been paid and are anticipated to be received by Creditors as a result of this Business Rescue Plan. This is estimated to be true for both Secured Creditors and Unsecured Creditors.

9.3.2. Timing –

9.3.2.1. It is the view of the BRPs that typically a business rescue is concluded in a far shorter time frame than a liquidation of this nature.

9.3.3. Employees –

9.3.3.1. Subject to the Business Rescue Plan being implemented and new owners being installed for the South African, Mozambique, Zimbabwe and Botswana sugar operations, the majority of employees of the various entities will remain employed. This will, however, be subject to:

- the Company commencing with a Section 189 process which may lead to some employees being retrenched in accordance with this process during the Business Rescue;
- whilst the BRPs aim to limit job losses wherever possible, consideration of the possible retrenchment of employees and the commencement of relevant retrenchment

processes are required given the Financial Distress of the Company; and

- retrenched employees will be entitled to their full retrenchment packages.

9.3.3.2. By comparison, in a liquidation –

- All jobs will immediately be suspended and, subject to the liquidator(s)'s intentions, may be lost immediately unless the liquidator agrees to continue trading against an indemnity. In the current circumstances, it is considered to be highly unlikely that a liquidator would agree to continue trading or that a liquidator would be indemnified against trading losses.
- Employees would in such circumstances be entitled to receive a maximum amount of R32,000 per employee, to the extent that there are funds available, and would be treated as an Unsecured Creditor for any balance.
- Employees will only receive payment once the final liquidation and distribution account has been approved at the end of the liquidation process.

9.3.3.3. SARS –

- SARS ranks as an Unsecured Creditor under Business Rescue, whereas, under liquidation, SARS would rank as a statutory preferent creditor. In a liquidation, any dividend to Unsecured Creditors would be reduced by the Claim of SARS.

9.3.4. Shareholders –

9.3.4.1. Regrettably, other than in the event of a specific offer being made to Shareholders for their shares in terms of paragraph 6.1.3.4, it is not anticipated at this time that there will be any return to the Company's Shareholders.

9.3.4.2. This is as a result of Creditors not being repaid in full and/or the security held over the material assets of the Company by Secured Creditors being anticipated to be insufficient to result in full repayment of Secured Creditors Claims.

9.3.4.3. This is consistent with the outcome of an immediate liquidation.

9.3.5. Socio-economic impact –

9.3.5.1. Direct employment

- In South Africa, THL's total employment comprises 2,563 employees as of 31 March 2023 who earned remuneration totalling c.R850 million which contributed substantially to thousands of households, including those within rural areas.

9.3.5.2. Indirect employment

- THL generated a total economy-wide impact of 25,563 employment opportunities. The economy-wide impact contributed 0.22% to employment in South Africa along with an economy-wide effect measuring c.R7.95 billion.

9.3.5.3. Growers (including small-scale growers)

- THL remains committed to large and small-scale empowerment farming and during the 2023 financial year paid its growers c.R2.9 billion for sugarcane delivered to its Mills. The Company's SA Sugar operation sources c.43% of its sugarcane from over 15,000 black farmers and cooperative members. Uzinzo Sugar Farming, THL's transformational partnership, remains the largest black grower in the South African sugar industry.

9.3.5.4. Land reform and restitution

- THL recognises that land reform is primarily an issue of basic human rights. Under the land reform programme, the Company works with two categories of farmers: restitution communities and land reform growers farming for their own account. Typically, restitution communities acquire land, through a land claims process, as a group for the benefit of many beneficiaries. With land reform growers, on the other hand, the beneficiary is the applicant.
- The main objective of the restitution programme is to unlock the economic benefit of the land for the previously marginalized communities. It is also to enable communities, majority being rural communities, to drive the local economic development efforts in their local municipalities.
- THL has partnered with 13 restitution communities overseeing 6,000 hectares across South Africa in the sugarcane growing areas. Through this partnership, THL has been able to accelerate the implementation of the sugarcane development programme and rural development efforts.

Communities have created employment opportunities, facilitated the transfer of agricultural and administrative skills and supported community upliftment activities.

9.3.5.5. Local taxes

- Tax revenue consists of corporate taxes, personal taxes paid by the Company on behalf of its employees (including for example any taxes on salaries and wages and unemployment insurance) as well as any indirect taxes paid.
- Despite the Company having an assessed tax loss in respect of corporate taxes, it paid c.R82 million in taxes as a result of its operational and capital expenditure. The estimated direct, indirect and induced impact of THL's tax payments elsewhere in the economy to the value of R482 million, R448 million, and R930 million, respectively.

9.3.5.6. Suppliers

- THL's contribution to output, if its initial operational and capital expenditure are included, was circa R6.47 billion in 2021.. Adding all the direct, indirect and induced impacts generated an estimated economy-wide effect measuring R24.8 billion.
- Number of suppliers as of March 2023 (excluding cane growers, statutory spend, imports): 1,420.
- Number of black owned suppliers: 701 / 49,4%.
- Number of black women owned suppliers: 610 / 43%.
- Number of Exempt Micro Enterprises and Qualifying Small Enterprises Suppliers (<R50 million per annum revenue): 1,169 / 82,3%.

- The Company has placed an emphasis on its Localisation Policy (refer below) within the operations and the procurement department, which would increase these percentages in future.

9.3.5.7. Other local businesses

- Local communities and governments look up to the Company to facilitate equitable access to economic opportunities that empower individuals and enterprises to develop through employment, skills development, enterprise development and procurement opportunities. Rural and farming communities also look up to the Company to support them in addressing issues of safety, health and environment.
- The Company's Localisation Policy was developed to be proactive in the communication, management and facilitation of inclusive development and local participation opportunities with its local stakeholders and facilitate the implementation of Enterprise and Supplier Development interventions to improve the competitiveness or business-readiness of local Small Micro Medium Enterprises (SMME's).
- Aligned with the policy, THL is in the process of implementing iThuba Centre, a community-based platform where local businesses can approach the office to be informed of available opportunities and requirements to qualify.

9.3.5.8. Mill clinics

- The Company is committed to supporting the government's commitment to the Sustainable Development Goals and participating in all

associated initiatives. THL values the contribution made by its employees and the Company works with them to invest in their health and well-being. Employees access primary healthcare services at on-site clinic facilities. THL funded clinics and hospitals screen, test, treat and seek to prevent diseases among employees and community members. Stakeholder engagement and corporate communication efforts regularly include matters of health and disease prevention in messages to workers and communities. An amount of c.R100 million was invested in health-related activities during 2021.

9.3.5.9. Education

- Education is vital for the social and economic development and upliftment of any community and an essential tool to alleviate poverty and uplift future generations. The Company actively participates in the improvement of education in South Africa by partnering with government and other organisations, as well as schools to support literacy, science, technology, engineering, and mathematics ("**STEM**") programmes as well as the provision of quality school infrastructure for schools in rural KwaZulu-Natal. To date, the Company has invested c.R10 million in 13 rural schools in the iLembe and King Cetshwayo District Municipalities in KwaZulu-Natal and c.R7 million in education initiatives, including the ongoing provision of water and electricity to several schools, transport, maintenance, school books, furniture and bursaries.

- Within KwaZulu-Natal, THL has supported PROTEC, a leading South African non-profit organisation, operating in the field of developing STEM skills for gifted under-privileged students. This year, PROTEC together with its sponsors, are celebrating the graduation of 31 former students as they qualify with tertiary degrees ranging from B Eng Technology through to BSc Chemical Engineering.
- THL continues to play an active role in nurturing and growing talent for our own business, the sugar industry and the broader KwaZulu-Natal economy. The Company has 106 learners completing a range of programmes ('engineers-in-training', interns, apprenticeships, learnerships and graduates) of which 92% of these learners are African, and 42% are female. The Company's focus on nurturing talent plays a critical role in the province's broader agenda of accelerating diversity and ensuring representation of Africans and females within management roles. Outside of these programmes, the Company continues to invest in its employees and over the last three years have invested R10.5 million in training and development.

10. Risks of the Business Rescue Plan

10.1. The implementation of the Proposals contained in this Business Rescue Plan may be subject to factors potentially not known to the BRPs as at the Publication Date. The following risks should be borne in mind, as they may adversely impact the ultimate outcome of the implementation of this Business Rescue Plan:

10.1.1. General:

- 10.1.1.1. Unforeseen litigation of any nature whatsoever, howsoever arising, from any cause of action whatsoever.
- 10.1.1.2. Existing litigation not progressing in the manner anticipated.
- 10.1.1.3. Any changes in legislation that impact the Business Rescue.
- 10.1.1.4. Any legal challenges to this Business Rescue Plan, the rejection thereof or any amendments thereto.
- 10.1.1.5. Any regulatory delays and/or challenges of any nature whatsoever, howsoever arising, which includes multi-jurisdictions as well as any consequential statutory liability.
- 10.1.1.6. The ability to affect the flow funds between international jurisdictions and legal entities.
- 10.1.1.7. Any unforeseen circumstances, outside of the control of the BRPs, of any nature whatsoever, howsoever arising, that impact the Business Rescue, which may include disruptions to trading from suppliers who are Unsecured Creditors.
- 10.1.1.8. Any damages or penalties claimed against the Company which were unforeseen.
- 10.1.1.9. The retrenchment processes taking longer than expected.

- 10.1.1.10. Any labour action arising as a result of the retrenchment process or Business Rescue.
- 10.1.1.11. Unexpected liquidity events, withdrawal or restricted access to PCF provided by the PCF Lenders or delays thereto.
- 10.1.1.12. The final verification and agreement of Claims taking longer than expected.
- 10.1.1.13. Material discrepancies in the information made available to the BRPs by Management.
- 10.1.1.14. The deterioration and worsening of market conditions.
- 10.1.1.15. Any events and outcomes that may lead to the discovery of fraud, misrepresentation, corrupt practices, or other such matters relating to the Company prior to the implementation of the Business Rescue Plan.
- 10.1.1.16. The variation in exchange rates and/or commodity prices affecting the Business Rescue.
- 10.1.1.17. Ambiguous provisions in the Companies Act which are subject to varied interpretation.
- 10.1.1.18. Adverse judgements or rulings which may have the effect of reducing cash flow available for the Distributions, given that the estimated Distributions have been calculated on the basis that the Company's legal interests are preserved in terms of section 134(1)(c) of the Companies Act.

10.1.1.19. JSE, financial reporting and transaction approval mechanisms proving problematic.

10.1.2. Realisation of value from assets:

10.1.2.1. Delays in implementing the realisation of assets identified for sale, whether because of protracted negotiations, regulatory consents required, administrative processes (in particular relating to property transfers) and/or implementation practicalities;

10.1.2.2. The expected realisation of assets identified for sale differing materially from the actual values realised;
and

10.1.2.3. The asset registers differing materially from the actual assets on hand thus reducing the proceeds received on the sale of such assets.

11. PART C – Assumptions and Conditions of Proposal

11.1. PCF:

- 11.1.1. The successful implementation of the Business Rescue Plan and the Proposal is subject to receipt of the necessary PCF referred to in this Business Rescue Plan to the extent required and within the timing considered appropriate by the BRPs.
- 11.1.2. The BRPs remain in constant communication with the relevant PCF Lenders in this regard.
- 11.1.3. The BRPs shall use their reasonable endeavours to procure the fulfilment of the required PCF drawdowns as soon as practically possible.
- 11.1.4. If the above-mentioned PCF is not provided timeously, or at all, or for any reason whatsoever, the BRPs may be faced with little alternative but to apply to the High Court to terminate Business Rescue and commence liquidation proceedings.

12. Termination of Business Rescue (Section 150(2)(c)(iii))

12.1. The Business Rescue will end:

- 12.1.1. if the Business Rescue Plan is proposed and rejected, and no Affected Person/s or the BRPs act in any manner contemplated by the Companies Act to propose an amended Business Rescue Plan;
- 12.1.2. if this Business Rescue Plan is Adopted and implemented and the BRPs have filed a notice of substantial implementation of the Business Rescue Plan with the CIPC;

12.1.3. if the BRPs make application to the High Court to terminate the Business Rescue; or

12.1.4. if a High Court orders the conversion of the Business Rescue into a liquidation.

13. Substantial Implementation (Section 150(2)(c)(i)(bb))

13.1. Substantial Implementation will be deemed to have occurred upon the BRPs deciding, in their sole discretion, that the following has taken place:

13.1.1. the transactions contemplated this Business Rescue Plan have been concluded;

13.1.2. substantially all the assets identified for sale and other material assets have been realised;

13.1.3. final Distributions have been paid to Creditors and/or an appropriate mechanism, such as the appointment of a Receiver, has been put in place for the payment of any remaining Distributions to Creditors; and

13.1.4. all Business Rescue Costs relating to the Business Rescue have been paid and settled in full or suitable arrangements acceptable to the BRPs have been put in place in this regard.

13.2. Notwithstanding the above, the Substantial Implementation of this Business Rescue will remain within the sole and reasonable discretion of the BRPs.

14. Projected Balance Sheet and Projected Income Statement (Section 150(2)(c)(iv))

- 14.1. As the Proposals contained in this Business Rescue Plan are not transaction specific, the BRPs are not in a position to provide any projected balance sheet and/or income statement at this time.

- 14.2. In the event of a sale of the assets/business of THL and winding up of the entity, THL will become a shell with no assets and all remaining liabilities will have become Unenforceable. In such event, a projected balance sheet and/or income statement will not serve any purpose and has therefore not been provided.

CHAPTER 3 – ADMINISTRATIVE MATTERS

15. Existing litigation or alternate dispute resolution proceedings

- 15.1. Annexure G lists the matters already subject to a dispute resolution process as at the Publication Date.
- 15.2. Save as is otherwise provided for in this Business Rescue Plan and/or the Companies Act, all Affected Persons who have instituted legal proceedings, including any enforcement action, in respect of any Claims against the Company in any forum will be required to submit a Claim for consideration by the BRPs in accordance with the provisions of this Business Rescue Plan.
- 15.3. The BRPs shall be entitled to institute any proceedings against any Affected Person in any forum (and will not be subject to the Dispute Mechanism in paragraph 16 below) for any purpose, including, recovering money that is due to the Company or preventing Affected Persons from delaying the implementation of the Business Rescue Plan or bringing any application to liquidate the Company.

16. Dispute Mechanism

- 16.1. Subject to paragraph 15 and save as provided for in section 133 of the Companies Act, any disputes related to the interpretation or application of this Business Rescue Plan, the Business Rescue Proceedings, and/or the Disputed Claims of all Disputed Creditors ("**Disputed Matters**") must be resolved in accordance with the Dispute Mechanism outlined below, other than in circumstances where the BRPs and the relevant counterparty (the "**Disputing Party**") otherwise mutually agree in writing. Even in circumstances where an agreement legally requires otherwise as to how a Disputed Matter must be resolved, Disputing Parties and the Company are encouraged, and may elect and agree in writing, to resolve such matters through the Dispute Mechanism.

16.2. The Dispute Mechanism procedure will be as follows –

16.2.1. The BRPs have incorporated into this Business Rescue Plan a Dispute Resolution Process that has been jointly established and endorsed by the Arbitration Foundation of South Africa (AFSA) and the South African Restructuring and Insolvency Practitioners Association NPD (SARIPA) specifically for the purpose of resolving disputes arising in connection with business rescue proceedings ("**the AFSA/SARIPA Process**"). The advantages of adopting the AFSA/SARIPA Process are (inter alia) that it:

16.2.1.1. is specifically designed for use in business rescue plans;

16.2.1.2. will be populated by arbitrators experienced in business rescue law and proceedings;

16.2.1.3. is designed to avoid the costs and time delays experienced in court proceedings, and in certain overcomplicated and extended arbitration proceedings;

16.2.1.4. has a mechanism which enables the arbitrator to adapt each arbitration to fit the specific circumstances; and

16.2.1.5. brings with it a flexibility which allows the BRPs and claimant's, by mutual agreement, to opt out of the AFSA/SARIPA Process if so elected.

16.2.2. All Disputing Parties are referred to Annexure A in relation to their Disputed Matters and are required to contact the BRPs at br@tongaat.com within 30 days of the Disputing Party becoming aware of the Disputed Matters in order to register their disagreement ("**Disagreement**").

- 16.2.3. The Disputing Party must endeavour to reach agreement with the BRPs on the Disputed Matter within the ensuing 15 days after their Disagreement has been registered, or such longer period as the BRPs may allow. If the Disputing Party does not avail itself of this opportunity within the time period allowed, then the Disputing Party shall be deemed to have abandoned its Claim and will not, in accordance with section 154 of the Companies Act, be entitled to enforce, at a later date, any Claim that that Disputing Party believes it has against the Company.
- 16.2.4. If the Disagreement is not so resolved, the BRPs will inform the Disputing Party accordingly and this will be known as the Rejection Date.
- 16.3. Any Disputed Matter of whatsoever nature relating to:
- 16.3.1. the acceptance or rejection of any Claim whether in whole or in part or the value or ranking of any Claim or the recognition of any security or preference, lien or hypothec attaching to such claim;
 - 16.3.2. Claims which are not reflected in the records of the Company and are not recognised under the Business Rescue Plan; and/or
 - 16.3.3. the proper interpretation or implementation of any provision or matter addressed in this Business Rescue Plan;
- which is not resolved in terms of paragraph 16.2.3 shall be submitted for final determination in accordance with the AFSA-SARIPA RULES, attached hereto as Annexure H, by an accredited arbitrator appointed by the Secretariat of the AFSA-SARIPA Division.
- 16.4. The BRPs may, however, in their sole and absolute discretion agree with the Disputed Creditor that the Disputed Claim/s be settled. To the extent that

any amount remains unpaid after such settlement, the remaining amount will become Unenforceable.

- 16.5. Should any monetary award be made against the Company, including a costs award, then that award will be treated as a Concurrent Claim in the Business Rescue.
- 16.6. Notwithstanding anything to the contrary in this paragraph 16 or elsewhere in the Business Rescue Plan, the BRPs shall not, in any circumstance, be obliged to prosecute, progress or further the Claim of any Creditor beyond the provisions of this paragraph 16. The Company may, however, in the discretion of the BRPs, continue to prosecute any one of more of its counterclaims.

17. Domicilium

- 17.1. The BRPs choose *domicilium citandi et executandi* ("**Domicilium**") for all purposes relating to the Business Rescue up until the Substantial Implementation Date, including the giving of any notice and the serving of any process, at the physical and e-mail addresses set out below:
 - 17.1.1. Physical address: Amanzimnyama Hill Road, Tongaat, Kwa-Zulu Natal, 4400
 - 17.1.2. E-mail address: br@tongaat.com
 - 17.1.3. Attention: Peter van den Steen, Trevor Murgatroyd and Gerhard Albertyn
- 17.2. The BRPs shall be entitled, up until the Substantial Implementation Date, by giving written notice to Affected Persons, to vary their physical Domicilium to any other physical address (not being a post office box or poste restante) and to vary their e-mail Domicilium to any other e-mail address.

- 17.3. Any notice given or process served by any Affected Person to the BRPs, which is delivered by hand between the hours of 09h00 and 17h00 on any Business Day to the BRPs' physical Domicilium for the time being, shall be deemed (unless the contrary is proved by the BRPs) to have been received by the BRPs at the time of delivery.
- 17.4. Any notice given or process served by any Affected Person to the BRPs, which is transmitted by e-mail to the BRPs' e-mail Domicilium for the time being, shall be deemed (unless the contrary is proved by the BRPs) to have been received by the BRPs on the Business Day immediately succeeding the date of successful transmission thereof.
- 17.5. Any notice or process in terms of, or in connection with, this Business Rescue Plan shall be valid and effective only if in writing and if received or deemed to have been received by the BRPs.
- 17.6. For the avoidance of doubt, it is recorded that –
- 17.6.1. following the Substantial Implementation Date, the Business Rescue of the Company would have terminated; and
- 17.6.2. no notice or process served in terms of this paragraph shall be taken into consideration by the BRPs (unless they in their sole discretion choose to consider such notice or process) on or after the Substantial Implementation Date.

18. Ability to amend the Business Rescue Plan

- 18.1. In respect of an amendment to correct a clerical error and that will not be prejudicial to the rights of Creditors as set out herein, the BRPs shall have the ability, in their sole and absolute discretion, to amend, modify or vary any provision of this Business Rescue Plan. The amendment will be deemed to take effect on the date of written notice of the amendment to all Affected Persons.

18.2. In the event of any other amendments to this Business Rescue Plan, the BRPs shall consult with Affected Persons in terms of section 150 and shall be entitled to propose an amendment for consideration and voting at a Meeting conducted in terms of section 151. Such amendment shall only be effective should it be Adopted in the same manner as provided for in section 152 of the Companies Act.

19. **Severability**

19.1. Each provision of this Business Rescue Plan is, notwithstanding the grammatical relationship between that provision and the other provisions of this Business Rescue Plan, severable from the other provisions of this Business Rescue Plan.

19.2. Any provision of this Business Rescue Plan, which is or becomes invalid, unenforceable, or unlawful in any jurisdiction shall, in such jurisdiction only, be treated as *pro non scripto* to the extent that it is so invalid, unenforceable, or unlawful, without invalidating or affecting the remaining provisions of this Business Rescue Plan which shall remain of full force and effect.

19.3. The BRPs declare that it is their intention that this Business Rescue Plan would be executed without such invalid, unenforceable or unlawful provision if they were aware of such invalidity, unenforceability, or unlawfulness at the time of execution of this Business Rescue Plan.

CHAPTER 4 – CONCLUSION AND BRPs’ CERTIFICATES

20. Conclusion

20.1. For the reasons set out above it is the view of the BRPs, notwithstanding the risks and challenges inherent in this Business Rescue Plan, that:

20.1.1. there is a reasonable prospect of a successful Business Rescue, that balances the rights and interests of all relevant stakeholders and Affected Persons, in accordance with the objectives of Chapter 6 of the Companies Act;

20.1.2. the aggregate Distribution is likely to result in Creditors receiving a higher dividend in the Business Rescue than would be anticipated to receive on a liquidation of the Company (which is already the case due to the extent of the pre-Commencement Date Claims that have already been paid), and the majority of employees retaining their employment positions (albeit under different ownership);

20.1.3. a successful Business Rescue will have a materially positive impact on employment and the local economy and avoid a social and economic catastrophe in the KwaZulu-Natal region; and

20.1.4. should the Business Rescue Plan not be Adopted, the BRPs are of the view that the Business Rescue will have to be converted to liquidation proceedings immediately.

21. BRPs’ certificates

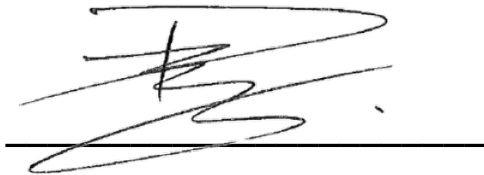
21.1. We, the undersigned, hereby certify that to the best of our knowledge and belief:

21.1.1. any information provided herein appears to be reasonably accurate, complete, and up to date;

21.1.2. we have relied on financial information including opinions and reports furnished to us by the Board and Management;


21.1.3. any projections provided are reasonable estimates made in good faith based on factual information and assumptions as set out herein;

21.1.4. in preparing the Business Rescue Plan, we have not undertaken an audit of the information provided to us, although where practical, we have endeavoured to satisfy ourselves of the accuracy of such information.



Peter van den Steen

Date: 31 May 2023



Trevor Murgatroyd

Date: 31 May 2023



Gerhard Albertyn

Date: 31 May 2023

ANNEXURE A - LIST OF THE CREDITORS OF THE COMPANY

(ATTACHED BELOW)

Annexure A - List of Creditors of the Company

It has come to the BRPs' attention that a number of creditor claim submissions have either not been received or adequately reconciled by THL. We apologise in advance for this inconvenience. Kindly review your claim, with reference to Annexure A of the business rescue plan, and should you identify any discrepancies, then please contact us on BR@tongaat.com and submit another copy of your claim form including any relevant information to aid THL's reconciliation of your claim.

CREDITORS TYPE	CREDITORS NAME/GROUP	ACCEPTED/PROVEN CLAIM	VOTING INTEREST
Secured Creditors	STANDARD BANK	R 1 931 673 988	19,55%
	NEDBANK	R 1 469 879 619	14,87%
	RMB/FNB	R 1 185 142 846	11,99%
	ABSA	R 1 142 299 652	11,56%
	INVESTEC	R 625 479 124	6,33%
	LANDBANK	R 383 928 614	3,88%
	SLI (SSF Div)	R 156 861 556	1,59%
	SLI (SIM Div)	R 133 455 792	1,35%
	MOMENTUM METROPOLITAN LIFE LIMITED	R 92 778 632	0,94%
	ASHBURTON FUND MANAGER PROPRIETARY LIMITED	R 57 995 837	0,59%
	OTHER FACILITIES	R 53 519 340	0,54%
	SSF Pty	R 48 916 498	0,49%
	SIM Pty	R 31 917 452	0,32%
Secured Creditors Total	R 7 313 848 950	74,01%	
PCF Lenders	INDUSTRIAL DEVELOPMENT CORPORATION	R 613 190 539	6,20%
PCF Lenders Total	R 613 190 539	6,20%	
Independent Unsecured Creditors	S A SUGAR ASSOCIATION	R 757 061 980	7,66%
	PROVISIONS FOR POST RETIREMENT MEDICAL AID	R 346 559 363	3,51%
	ACCRUAL FOR LEAVE PAY	R 47 398 915	0,48%
	DEPARTMENT WATER AFFAIRS	R 2 939 901	0,03%
	SARS	R 30 062 713	0,30%
	<i>BESTER VOER EN GRAAN PTY LTD (Claim submitted against THSSA)</i>	<i>R -</i>	<i>0,00%</i>
	MAYFAIR MARKETING (PTY)LTD	R 27 399 780	0,28%
	YARA ANIMAL NUTRITION SOUTH AFRICA	R 18 871 776	0,19%
	OTHER ACCRUALS	R 12 964 066	0,13%
	BAKERS TRANSPORT PTY LTD	R 12 444 191	0,13%
	ACCRUAL FOR TRADE PAYABLES	R 12 258 528	0,12%
	FINANCIAL SECTOR CONDUCT AUTHORITY	R 12 000 000	0,12%
	WACOM PTY LTD	R 10 602 098	0,11%
	PROVISIONS FOR RETIREMENT GRATUITY	R 10 567 221	0,11%
	NCP ALCOHOLS (PTY) LTD	R 9 845 610	0,10%
	KGATELOPELE LIME NORTHERN CAPE LTD	R 9 086 855	0,09%
	OTHER PROVISIONS	R 8 073 891	0,08%
	SUPER GROUP TRADING (PTY)LTD	R 7 901 533	0,08%
	SHOPRITE CHECKERS (PTY) L	R 7 877 253	0,08%
	MASITHUTHUKISANE TRUST	R 7 340 830	0,07%
	KWS CARRIERS (PTY) LTD	R 7 309 929	0,07%
	THE PUMPSMITH CC	R 6 487 108	0,07%
	CUSTOM BULK BAGS (PTY) LTD	R 6 473 822	0,07%
	COASTAL FARMERS CO-OP LTD	R 6 418 884	0,06%
	UNITRANS FREIGHT (PTY) LTD	R 6 027 173	0,06%
	ETHEKWINI MUNICIPALITY	R 5 761 308	0,06%
	CHEP SA (PTY) LTD	R 5 404 140	0,05%
	KELPACK MANUFACTURING (PTY) LTD	R 4 806 082	0,05%
	CUBICON SALES (PTY) LTD	R 4 729 939	0,05%
	PICK N PAY RETAILERS (PTY)	R 4 722 796	0,05%
	TRADEPORT DISTRIBUTION PT	R 4 531 242	0,05%
	TRANSNOVA PTY LTD	R 4 474 374	0,05%
	ETK AGENTS DEPOSIT	R 4 273 994	0,04%
	UNITRANS SUPPLY CHAIN	R 4 129 107	0,04%
	TURBINE GENERATOR SERVICES (PTY) LT	R 3 767 964	0,04%
	CHEMICAL & INDUSTRIAL MARKETING	R 3 463 257	0,04%
	BP SOUTH AFRICA (PTY) LTD	R 3 358 408	0,03%
	AFRICAN SUGAR LOGISTICS	R 3 252 086	0,03%
	STANDARD BANK OF SA LIMITED: GUARANTEE FEE THAT'S BEING DISPUTED	R 3 231 936	0,03%
	KPMG INC - DURBAN	R 3 086 667	0,03%
	SKM ENGINEERING HYDRAULICS	R 3 021 671	0,03%
	SUCROTECH (PTY) LTD	R 2 991 948	0,03%
	TIANJIN RED TRIANGLE INTERNATIONAL	R 2 912 762	0,03%
	PRESTIGE CLEANING SERVICES (PTY) LT	R 2 832 471	0,03%
	CBA FREIGHT PTY LTD	R 2 735 402	0,03%
	S A HOSE & BELTING CC	R 2 625 816	0,03%
	AFROX LIMITED	R 2 426 674	0,02%
	NAMPAK PRODUCT LTD	R 2 385 576	0,02%
	ELANCO ANIMAL HEALTH PTY LTD	R 2 327 336	0,02%
	LOCOMOTIVE ENGINES & GENERAL ENGINE	R 2 319 950	0,02%
	MILLICHEM PTY LTD	R 2 302 105	0,02%
	UNITY PAPER SALES (PTY)LTD	R 2 249 020	0,02%
BEARINGMAN-GROUP	R 2 192 772	0,02%	
ERNST AND YOUNG ADVISORY SERVICES	R 2 169 590	0,02%	
CHIPKINS PURATOS (PTY) LT	R 2 024 948	0,02%	
BOXER SUPERSTORES (PTY) L	R 2 019 047	0,02%	
L&B BLOEMFONTEIN	R 2 012 460	0,02%	
WALVIS BAY SALT REFINERS (PTY) LTD	R 1 959 802	0,02%	
CHEMUNIQUE(PTY) LTD	R 1 896 787	0,02%	
IDWALA SALES & DISTRIBUTION	R 1 877 288	0,02%	
GKD-BUISMET (PTY) LTD	R 1 873 780	0,02%	
NUTRI-FERTILIZER PTY LTD	R 1 852 664	0,02%	
UNITRANS SUPPLY CHAIN SOLUTIONS (PT	R 1 851 686	0,02%	
BABCOCK NTUTHUKO ENGINEERING PTY	R 1 848 814	0,02%	
TRADEPORT DISTRIBUTION EC	R 1 837 229	0,02%	
DDP SPECIALTY PRODUCTS SOUTH AFRICA	R 1 815 735	0,02%	
ORANGE PALLET (PTY) LTD	R 1 801 663	0,02%	
MONTIDOX PTY LTD	R 1 687 134	0,02%	

CREDITORS TYPE	CREDITORS NAME/GROUP	ACCEPTED/PROVEN CLAIM	VOTING INTEREST	
	P & O FABRICATIONS CC	R	1 657 741	0,02%
	MACSTEEL TRADING (PTY) LTD	R	1 651 731	0,02%
	AFRICAN SUGAR LOGISTICS (PACKING ON	R	1 624 283	0,02%
	ROUNDSTONE TRADING CC	R	1 592 414	0,02%
	HENRO TECHNOLOGY INVESTMENTS(PTY)LTD	R	1 589 438	0,02%
	ZULULAND AGRIC HOLDINGS (PTY)LTD	R	1 586 478	0,02%
	IMPERIAL LOGISTICS ADVANCE PTY LTD	R	1 552 760	0,02%
	UMZIMKHULU INDUSTRIAL HOLDINGS PTY	R	1 520 178	0,02%
	PND FLOW TECHNOLOGIES	R	1 504 560	0,02%
	BRADCOR ARMATURE WINDERS CC	R	1 482 649	0,02%
	WEARCHECK (PTY) LTD	R	1 472 988	0,01%
	GORILLA TACTICAL MARKETING SPECIALIST	R	1 460 344	0,01%
	SPAR KWAZULU NATAL	R	1 452 598	0,01%
	J.M.B ENGINEERING (PTY)LTD	R	1 449 803	0,01%
	JANKA VERVOER	R	1 431 285	0,01%
	PRECISION PUMPS PVT LTD	R	1 404 657	0,01%
	SUTHERLAND TRANSPORT	R	1 399 585	0,01%
	BIZ AFRICA TA KESTELL LOGISTICS	R	1 382 000	0,01%
	POWERTRANS SALES & SERVICES	R	1 363 733	0,01%
	SPAR EASTERN CAPE	R	1 350 492	0,01%
	MACSTEEL FLUID CONTROL	R	1 299 241	0,01%
	CMG PUMPS CC	R	1 288 905	0,01%
	CHAMOTTE HOLDINGS (PTY) LTD	R	1 284 295	0,01%
	BLUE REEF WATER SOLUTIONS PTY LTD	R	1 275 390	0,01%
	SASOL SOUTH AFRICA	R	1 274 299	0,01%
	ERGON LOGISTICS	R	1 265 095	0,01%
	TONGAAT ASPHALTS	R	1 264 405	0,01%
	SIRIX ENGINEERING & FABRICATION CC	R	1 224 044	0,01%
	ZEUS RAW MATERIALS C.C	R	1 221 195	0,01%
	MULTISERVICE ENGINEERING	R	1 211 985	0,01%
	BUCKMAN LABORATORIES (PTY) LTD	R	1 185 055	0,01%
	FARM-AG INTERNATIONAL (PTY)LTD	R	1 181 072	0,01%
	S AND N 786 PROJECTS PTY LTD	R	1 123 848	0,01%
	MULTI WAIZ ENGINEERING CC	R	1 116 225	0,01%
	GRANGE HILL INVESTMENTS PTY LTD	R	1 103 483	0,01%
	ROSSI GEARMOTORS (PTY)LTD	R	1 086 290	0,01%
	F S T TRANSPORT (PTY) LTD	R	1 043 709	0,01%
	TWINS TRANSPORT	R	1 041 155	0,01%
	TOYOTA FORKLIFT	R	1 033 540	0,01%
	UMGENI IRON WORKS (PTY) LTD	R	1 026 339	0,01%
	<i>SPILL TECH (PTY) LTD (Claim Entity TBC - originally submitted against THSSA)</i>	R	-	0,00%
	HDJ INTERNATIONAL MARKETING CC	R	1 017 622	0,01%
	MASSMART WHOLESAL (PTY)	R	1 016 301	0,01%
	CAMDILLS TRUCKING (PTY) LTD	R	1 007 265	0,01%
	L H MARTHINUSEN (PTY) LTD	R	1 005 754	0,01%
	OK FOODS FRANCHISE NORTHE	R	1 000 730	0,01%
	SYNTEGON TECHNOLOGY SERVICES AG	R	999 105	0,01%
	G4S CASH SERVICES SA (PTY) LTD	R	984 010	0,01%
	STEEL PLATE SOLUTIONS (PTY) LTD	R	974 970	0,01%
	ROSSBURGH ENGINEERING AND PROJECTS	R	970 893	0,01%
	SPAR EASTERN CAPE	R	966 912	0,01%
	M R ZINC OXIDE (PTY) LTD	R	954 686	0,01%
	DORMAC MARINE & ENGINEERING (PTY) L	R	953 903	0,01%
	SIETECH PROJECTS AND SOLUTIONS PTY	R	940 623	0,01%
	H G MOLENAAR & CO (PTY) LTD	R	933 235	0,01%
	PRINCE MINERALS SA PTY LTD	R	932 880	0,01%
	TWINS LOGISTICS CC	R	920 758	0,01%
	ROTHSCHILD AND CO SOUTH AFRICA PTY	R	920 000	0,01%
	UNIQUE WELDING ALLOYS	R	895 680	0,01%
	KZN WATER SPECIALIST PTY LTD	R	893 809	0,01%
	AFRICAN SUGAR LOGISTICS (WAREHOUSIN	R	865 804	0,01%
	HUHTAMAKI FLEXIBLE PACKAGING S.A PT	R	835 154	0,01%
	IKUSASALETHU INDUSTRIAL CLEANERS	R	832 082	0,01%
	CREDIT GUARANTEE	R	827 769	0,01%
	MASSTORES (PTY) LTD	R	820 773	0,01%
	IMBALI TRAINING AND CLEANING SERVI	R	814 986	0,01%
	TRADE ELECTRICAL CC	R	813 712	0,01%
	CHIPKINS PURATOS (PTY) LT	R	810 050	0,01%
	SIEGHEIM TRANSPORT CC	R	799 601	0,01%
	<i>BEXTRANS (PTY) LTD (Claim submitted against Voermol)</i>	R	-	0,00%
	PALKOR PTY LTD	R	764 704	0,01%
	ORICOL ENVIRONMENTAL SERVICES (PTY)	R	763 271	0,01%
	INDUSTRIAL ENGINEERING & CONTRACTOR	R	760 125	0,01%
	ZEST WEG ELECTRIC (PTY) LTD	R	756 128	0,01%
	API SOLUTIONS INTERNATIONAL	R	750 915	0,01%
	TUF BAG (PTY) LTD	R	738 818	0,01%
	PROVIMI SSA (PTY)LTD	R	735 973	0,01%
	ELYON 151 HOLDINGS	R	735 592	0,01%
	SPAR KWAZULU NATAL	R	719 401	0,01%
	NU-LINE PROTECTIVE SUPPLIES (PTY)	R	716 584	0,01%
	UMHLATUZE VALLEY SUGAR CO PTY LTD	R	716 401	0,01%
	KALKPOORT SOUTWERKE	R	711 334	0,01%
	TROUW NUTRITION SOUTH AFRICA PTY LT	R	702 771	0,01%
	MASSMART RETAIL (PTY) LTD	R	683 560	0,01%
	BENIETHA	R	674 459	0,01%
	CARARA AGRO PROCESSING SERV. (PTY)	R	670 035	0,01%
	INDUSTRIAL CONTROL & AUTOMATION	R	665 775	0,01%
	SUBURBAN ROOFING CONSULTANTS (PTY)	R	656 040	0,01%
	VITAM INTERNATIONAL (PTY) LTD	R	653 800	0,01%
	BEARINGS 2000 (PTY) LTD	R	642 537	0,01%
	ISAKABULI	R	641 700	0,01%
	BTA PIPE SUPPLIES	R	638 861	0,01%
	KRITZINGER VERVOER	R	636 539	0,01%
	MARSHAULS (PTY) LTD	R	633 587	0,01%
	DMR STAINLESS STEEL SUPPLIES CC	R	629 276	0,01%
	PROTEA CHEMICALS	R	627 486	0,01%

CREDITORS TYPE	CREDITORS NAME/GROUP	ACCEPTED/PROVEN CLAIM	VOTING INTEREST	
	SEW EURODRIVE (PTY) LTD	R	618 407	0,01%
	MATHABELA INVESTMENTS PTY LTD	R	610 512	0,01%
	RHEOCHEM (PTY) LTD	R	605 578	0,01%
	K.G.V. MULTI SALES & SERVICES	R	599 029	0,01%
	AESSEAL (PTY) LTD	R	598 022	0,01%
	ESKOM	R	591 771	0,01%
	SA SUGAR ASSOCIATION TERMINAL	R	583 846	0,01%
	POLYUNG BAG MANUFACTURING CC	R	572 959	0,01%
	H D S PLANT	R	572 769	0,01%
	KLINGER MZANSI (PTY) LTD	R	572 379	0,01%
	REFRALINE NATAL (PTY) LTD	R	568 826	0,01%
	WEST COAST PAPER TRADERS	R	568 094	0,01%
	BROOKLYN ENGINEERING (PTY)LTD	R	564 042	0,01%
	AFRIPACK CONSUMER FLEXIBLES (PTY) L	R	557 372	0,01%
	NCR CONSULTING (PTY) LTD	R	556 600	0,01%
	BRENNTAG SOUTH AFRICA PTY LTD	R	549 257	0,01%
	NIZA TRANSPORT	R	541 648	0,01%
	INDUSTRIAL BOILER AND TUBING SERVIC	R	540 099	0,01%
	MAKADEBONA ENTERPRISE PTY	R	537 252	0,01%
	RAINMAKER	R	532 743	0,01%
	KAIROS SAFETY AND INDUSTRIAL	R	529 416	0,01%
	TRANSPORT DEFAULT COLLECTION	R	520 039	0,01%
	PPM AIRCONDITIONING	R	518 512	0,01%
	ELEPHANT LIFTING EQUIPMENT NTL (PTY	R	517 211	0,01%
	FESTO (PTY) LTD	R	510 468	0,01%
	MPHEMBENZ DEVELOPEMENTS (PTY)LTD	R	510 117	0,01%
	MSD ANIMAL HEALTH	R	509 450	0,01%
	AFRIPACK CONSUMER FLEXIBLES PTY LTD	R	506 820	0,01%
	MR STAINLESS STEEL SUPPLIERS CC	R	503 664	0,01%
	MPACT LIMITED	R	501 342	0,01%
	HENRO BULK CARRIERS (PTY) LTD	R	496 304	0,01%
	BEARING SERVICES AFRICA (PTY)LTD	R	492 616	0,00%
	PHOENIX CASH & CARRY PMB	R	487 628	0,00%
	IEMAS	R	478 277	0,00%
	ALLTECHS SA (PTY) LTD	R	477 975	0,00%
	G M ASSOCIATES CC	R	467 550	0,00%
	FUCHS LUBRICANTS SA (PTY) LTD	R	467 180	0,00%
	CRITICAL FLOW TECHNOLOGIES PTY LTD	R	458 820	0,00%
	APEX ENVIRONMENTAL & OCCUPATIONAL M	R	454 578	0,00%
	SUGAREQUIP (PTY) LTD	R	437 997	0,00%
	VRS ELECTRICAL WHOLESALERS CC	R	436 950	0,00%
	THS CRDU-TR MSOMI	R	435 184	0,00%
	MZIKIKAZI2 ENGINEERING PTY LTD	R	410 374	0,00%
	POSCH SCAFFOLDING CC	R	410 019	0,00%
	BRAGAN CHEMICALS (PTY)LTD	R	409 300	0,00%
	GLOBAL CABLES PTY LTD	R	408 408	0,00%
	ARMAFLEX INDUSTRIALS	R	403 103	0,00%
	HIGHWAY SAFETY PRODUCTS PTY LTD	R	401 718	0,00%
	MASSLIFT AFRICA (PTY) LTD	R	400 557	0,00%
	FLEXIBLE PACKAGES CONVERTORS PTY LT	R	394 338	0,00%
	DESITRANS	R	392 696	0,00%
	SERVEST LANDSCAPES AND TURF	R	386 336	0,00%
	CHIPKINS PURATOS (PTY) LT	R	384 575	0,00%
	ILEMBE FOUNDRY PTY LTD	R	381 225	0,00%
	HAPPY FAMILY DISTRIBUTORS	R	379 142	0,00%
	ECO TRANS	R	372 681	0,00%
	BERGE FARRELL PTY LTD	R	371 443	0,00%
	BUFFELSHOEK TRANSPORT SA (PTY) LTD	R	370 642	0,00%
	PHILAFRICA FOODS PTY LTD	R	369 092	0,00%
	UZINZO SUGAR FARMING PTY LTD	R	367 825	0,00%
	MPUMALANGA OMEGA STAALWERKE BPK	R	357 622	0,00%
	POLYOAK PACKAGING PTY LTD	R	353 373	0,00%
	VA-CON (PTY) LTD	R	353 109	0,00%
	LEITCH LANDSCAPES	R	351 092	0,00%
	TOMBI WATER SERVICES CC	R	350 838	0,00%
	DIVERSIFIED POWER SYSTEMS CC	R	345 830	0,00%
	RWD SA PTY LTD	R	342 525	0,00%
	TSHALADI TRADING ENTERPRISE	R	341 650	0,00%
	BUSHVELD MANGANESE (PTY) LTD	R	340 952	0,00%
	COASTAL DIESEL SERVICES CC	R	338 440	0,00%
	RADAJA	R	335 731	0,00%
	AUTOMATION.S.I. CC	R	335 535	0,00%
	NATAL STAINLESS STEEL (PTY) LTD	R	332 531	0,00%
	ICHEM	R	331 664	0,00%
	TURBOFLUID ENGINEERING (PTY)LTD	R	329 618	0,00%
	BIDFOOD (PTY) LTD - DURBA	R	327 778	0,00%
	LIFE GREEN GROUP PTY LTD	R	327 247	0,00%
	BEARINGS INTERNATIONAL	R	325 643	0,00%
	ACTION BOLT (PTY) LTD	R	323 844	0,00%
	BAG AND BULK HANDLING PTY LTD	R	322 951	0,00%
	KAIROS ENGINEERING CC	R	321 885	0,00%
	JO ANNE VAN WYK CONSULTING	R	319 125	0,00%
	SESIONKE FARMING	R	317 038	0,00%
	WALTONS (PTY)LTD DURBAN	R	316 137	0,00%
	ZAPOP	R	310 801	0,00%
	FLOWMETRIX SA CC	R	310 737	0,00%
	PRIMEDIA IN-STORE	R	306 570	0,00%
	AC NIELSEN	R	305 066	0,00%
	WEAR RESISTANT COATINGS	R	300 819	0,00%
	LEKKEROOG LOGISTICS PTY LTD	R	300 402	0,00%
	NICS ENGINEERING PROJECTS PTY LTD	R	297 919	0,00%
	MAKRO SA	R	295 720	0,00%
	M.D.I	R	294 876	0,00%
	VAC-CENT SERVICES	R	294 172	0,00%
	CUSTOMISED TRAINING SPECIALIST TRUS	R	293 909	0,00%
	SUGAR MILLING RESEARCH INSTITUTE	R	291 750	0,00%

CREDITORS TYPE	CREDITORS NAME/GROUP	ACCEPTED/PROVEN CLAIM	VOTING INTEREST	
	COALFIELDS SEALS AND TECHNOLOGIES P	R	290 788	0,00%
	KHULANATHI BLACK GINGER MANUFACTURI	R	285 183	0,00%
	MEDIOLOGY PTY LTD	R	283 047	0,00%
	BWT TRANSPORT	R	282 833	0,00%
	SHUKELA TRAINING CENTRE (PTY) LTD	R	282 005	0,00%
	AMSN INDUSTRIAL SUPPLIES PTY LTD	R	279 278	0,00%
	DEVLAND KOKSTAD (PTY) LTD	R	277 721	0,00%
	SRK CONSULTING (SOUTH AFRICA)(PTY)	R	277 438	0,00%
	LAKESIDE EQUIPMENT CC	R	274 183	0,00%
	GRINDROD (SOUTH AFRICA) PTY LTD	R	271 677	0,00%
	PALAMMA ALGEMENE HANDELAAR	R	271 176	0,00%
	OKAPI GROUP LOGISTICS	R	270 436	0,00%
	MESHCAPE INDUSTRIES PTY LTD	R	268 353	0,00%
	IMPERIAL LOGISTICS SOUTH AFRICA GRO	R	268 053	0,00%
	ETHEKWENI REFRACTORIES CC	R	266 416	0,00%
	PROFESSIONAL FIELD MARKETING	R	264 099	0,00%
	FEED CARRIERS CC	R	264 047	0,00%
	MPOWER BEARINGS VALORTRADE 178 (PTY	R	263 779	0,00%
	SASCO METROLOGY SERVICE	R	263 598	0,00%
	RICHBAY CHEMICALS (PTY) LTD	R	261 349	0,00%
	DOLPHIN COAST LANDFILL MANAGEMENT	R	261 076	0,00%
	MTHEMBU TISSUE CONVERTING PTY LTD	R	260 390	0,00%
	HYTEC SOUTH AFRICA RF PTY LTD	R	259 552	0,00%
	PACK N STACK (PTY) LTD	R	258 417	0,00%
	EMBO EMFENI COMMUNITY TRUST	R	253 147	0,00%
	SYNDICATE PERSONNEL SPECIALISTS PTY	R	249 970	0,00%
	IFM ELECTRONIC	R	249 506	0,00%
	ULRICK & SHORT LIMITED	R	249 146	0,00%
	VEGA CONTROLS SA (PTY) LTD	R	248 197	0,00%
	A P E PUMPS (PTY) LTD	R	247 763	0,00%
	K & K ELECTRICAL CC	R	246 198	0,00%
	K & R HOSE & INDUSTRIAL SUPPLIES	R	244 778	0,00%
	CITY OF UMLATHUZE	R	242 083	0,00%
	BUBBLES ENGINEERING SUPPLIES CC	R	237 383	0,00%
	LALGY TRANSPORT CC	R	236 091	0,00%
	KING CETCHWAYO DISTRICT MUNICIPALIT	R	235 611	0,00%
	RADIUS SALES AND MERCHANDISING	R	234 375	0,00%
	INNOMARK MARKETING SERVICES CC	R	234 369	0,00%
	SAFEGUARD FIRE SECURITY	R	233 344	0,00%
	MARTHINUSEN & COUTTS	R	229 458	0,00%
	PRO-HYDRAULICS CC	R	229 176	0,00%
	C. STEINWEG PTY LTD	R	229 113	0,00%
	VAN DER VYVER TRANSPORT PTY LTD	R	228 744	0,00%
	JONCKIES TRANSPORT CC	R	227 614	0,00%
	G4S SECURE SOLUTIONS (SA) (PTY) LTD	R	227 592	0,00%
	SPAR SOUTH RAND - SSBU/IC	R	226 652	0,00%
	WASSER COOLING TOWER	R	224 940	0,00%
	BERG VERVOER	R	224 708	0,00%
	MORGAN CARBON SA	R	223 934	0,00%
	SAVANNAH FINE CHEMICALS (PTY) LTD	R	223 836	0,00%
	ZULULAND ENGINEERING	R	223 390	0,00%
	FIRE CHECK CC	R	223 219	0,00%
	CREDIT GUARANTEE	R	223 125	0,00%
	QWEZI INDUSTRIES PTY LTD	R	221 854	0,00%
	THERMOWELD CC	R	220 839	0,00%
	MACDONALDS TRANSPORT (EDMS) BPK	R	220 714	0,00%
	KEAL ENGINEERING CC	R	220 099	0,00%
	VUTHELA SEBENZA TRADING PTY LTD	R	219 601	0,00%
	INGERSOLL-RAND CO SA (PTY) LTD	R	213 877	0,00%
	CHAYIL INDUSTRIALS MAINTAINANCE & S	R	213 542	0,00%
	TREASURYONE CTS PTY LTD	R	213 325	0,00%
	NITCO INDUSTRIAL CC	R	211 437	0,00%
	MERSEN SOUTH AFRICA (PTY)LTD	R	209 972	0,00%
	GIJIMA EXPRESS DELIVERIES PTY LTD	R	209 060	0,00%
	UNIVERSAL WATER SOLUTIONS	R	208 964	0,00%
	BUONADONNA GROUP CC	R	208 939	0,00%
	CONTROL SOFTWARE SOLUTIONS PTY LTD	R	208 541	0,00%
	YST ROADLINE CC	R	207 146	0,00%
	ICR SOLUTIONS	R	205 897	0,00%
	SUGARTECH GEAR SERVICES CC	R	205 595	0,00%
	DIANE'S HYDRO JETTING CC	R	205 281	0,00%
	SPAR WESTERN CAPE	R	204 886	0,00%
	DAWNING FILTERS	R	204 843	0,00%
	CONCORD CRANES PTY LTD	R	197 340	0,00%
	MASSMART TRANSPORT	R	195 458	0,00%
	NEW ENTERPRISE TRADING LOGISTICS	R	195 241	0,00%
	ALLIED NUTRITION PTY LTD	R	195 086	0,00%
	CEE VEE TRANSPORT CONSULTANTS SA (F	R	194 948	0,00%
	NORDSON SA (PTY)LTD	R	191 758	0,00%
	BOILER & AUXILIARY TECHNICAL SERV.	R	191 073	0,00%
	KINETIX TECHNOLOGY SOLUTIONS PTY LT	R	190 600	0,00%
	CHIPKINS PURATOS (PTY) LT	R	187 908	0,00%
	TRILINK DYNAMICS	R	186 300	0,00%
	KZN SAFETY AND INDUSTRIAL SUPPLIES	R	185 815	0,00%
	PARTRIDGE BUILDING SUPPLIES PTY LTD	R	183 843	0,00%
	NASHUA DURBAN	R	183 170	0,00%
	HOIST SOLUTIONS (PTY) LTD	R	182 096	0,00%
	N & P CARRIERS TRUST	R	181 784	0,00%
	UZINZO SUGAR FARMING (PTY)LTD	R	181 496	0,00%
	SEAGULL PLASTICS CC	R	179 242	0,00%
	IQBUSINESS INSIGHTS PTY LTD	R	179 226	0,00%
	FEEDBACK ELECTRONICS	R	177 668	0,00%
	TONYA KHOURY	R	176 640	0,00%
	RB BELTING AND BEARINGS	R	176 561	0,00%
	VINCEMUS INVESTMENTS PTY LTD	R	176 508	0,00%
	DATAORBIS	R	175 145	0,00%

CREDITORS TYPE	CREDITORS NAME/GROUP	ACCEPTED/PROVEN CLAIM	VOTING INTEREST	
	S G M MARKETING CC	R	175 134	0,00%
	ROADMASTER TYRE SERVICES - RICHARDS	R	173 321	0,00%
	ADVANCED LABELS	R	169 864	0,00%
	KEMIN INDUSTRIES SA (PTY) LTD	R	166 934	0,00%
	BRIAN STONE CONSULTING	R	166 290	0,00%
	PEFCO (PTY) LTD	R	165 129	0,00%
	FLOMECH CC	R	164 680	0,00%
	COMPAIR SA (PTY) LTD	R	164 619	0,00%
	SEW-RITE INDUSTRIAL (PTY) LTD	R	164 454	0,00%
	HARBARI TRADING AND PROJECTS (PTY)	R	164 094	0,00%
	ZULULAND HYDRAULIC PNEUMATIC AUTO S	R	163 504	0,00%
	VN INDUSTRIAL ARMATURE WINDERS	R	163 030	0,00%
	WATER WEIGHTS (NATAL) CC	R	162 655	0,00%
	HML TRANSPORT CONSULTANTS PTY LTD	R	162 035	0,00%
	AUMANAT CC	R	160 833	0,00%
	AFRICA TRAINING CENTRE PTY LTD	R	160 725	0,00%
	DEETEE TRANSPORT (PTY)LTD	R	160 644	0,00%
	NGIPHUMELELE GC TRADING	R	158 806	0,00%
	QUANTUM POLYMERS (SEALFLEX PTY)	R	157 335	0,00%
	QWABE NKANINI COMMUNAL PROPERTIES -	R	154 417	0,00%
	JOSEPH GRIEVESON	R	153 640	0,00%
	ELB EQUIPMENT LIMITED	R	151 513	0,00%
	MUNOT ENGINEERING	R	151 178	0,00%
	ANCHOR PAIL AND DRUM RECONDITIONERS	R	150 696	0,00%
	RONIN INDEPENDENT SURVEYORS	R	150 583	0,00%
	ILANGA LIGHTING DISTRIBUTION COMPAN	R	149 406	0,00%
	RUBBER GASKETS AND HOSE SUPPLIES CC	R	148 991	0,00%
	SEFAR FILTER PURE (PTY) LTD	R	148 913	0,00%
	FEBRO FOOD AND BEVERAGES PTY LTD	R	144 933	0,00%
	CANDLELIGHT BAGS & COVERS CC	R	144 375	0,00%
	LABOQUIP	R	144 245	0,00%
	PANEL TECHNIQUE (PTY) LTD	R	143 589	0,00%
	TECHMATIC AFRICA	R	143 522	0,00%
	KDC PROJECTS AND DEVELOPMENTS CC	R	143 398	0,00%
	WIKA INSTRUMENTS (PTY) LTD	R	143 266	0,00%
	BIDFOOD (PTY) LTD - FOOD	R	142 989	0,00%
	COPALCOR TRADING (PTY) LTD	R	140 749	0,00%
	CHEM-SCIENCE LABORATORIES	R	140 322	0,00%
	AFCOM G.E. HUDSON DURBAN	R	138 901	0,00%
	VIKELA ALUVIN (PTY) LTD	R	138 104	0,00%
	ZUNGU-ELGIN ENGINEERING PTY LTD	R	137 080	0,00%
	ZIEP CONSTRUCTION	R	136 379	0,00%
	NATAL PACKAGING (PTY) LTD	R	135 763	0,00%
	H D WATSON	R	135 725	0,00%
	SILICON ENGINEERING PTY LTD	R	135 192	0,00%
	LECO AFRICA (PTY) LTD	R	131 945	0,00%
	NEU MATICS SA PTY LTD	R	131 658	0,00%
	MAKARENGE ELECTRICAL INDUSTRIES PTY	R	131 359	0,00%
	CHLOORKOP CRANE HIRE AND SALES C.C	R	131 054	0,00%
	SGS SOUTH AFRICA (PTY) LTD	R	130 964	0,00%
	BERUSEAL	R	130 122	0,00%
	DOSCO PRECISION HYDRALICS (PTY)LTD	R	129 556	0,00%
	AUTOMATION CONTROL SOLUTIONS	R	129 535	0,00%
	ACTOM SIGNALLING A DIVISION OF ACTO	R	128 450	0,00%
	CCTV SECURITY SURVEILLANCE GAUTENG	R	126 771	0,00%
	CORROCOAT SA (PTY) LTD	R	126 431	0,00%
	R VAN DYK VERVOER BK	R	126 364	0,00%
	LANTEX PTY LTD	R	124 334	0,00%
	DRAKEWOODS (PTY) LTD	R	123 094	0,00%
	PAINT CENTRE KZN (PTY) LTD	R	123 058	0,00%
	SPAR SOUTH RAND D.C. (514	R	123 008	0,00%
	ALPINE INSTRUMENTS CC	R	122 202	0,00%
	DIRECT INSIGHT CONSULTING	R	121 440	0,00%
	SECURITY 4-U	R	119 296	0,00%
	BIDFOOD (PTY) LTD - GP	R	118 523	0,00%
	AGENCY SHOP	R	117 691	0,00%
	MITECH CONTROL VALVES (PTY)LTD	R	115 781	0,00%
	SHEPSTONE & WYLIE ATTORNEYS	R	115 553	0,00%
	DUPLEIX LIQUID METERS	R	115 433	0,00%
	C R VISSER TRANSPORT	R	114 825	0,00%
	K S B PUMPS SA (PTY) LTD	R	113 749	0,00%
	DESRHYNE'S CONTRACTORS C.C.	R	111 815	0,00%
	SONKOR ENGINEERING	R	109 898	0,00%
	KALAHARI AUTO FORCE	R	109 787	0,00%
	NADASENS TRANSPORT (PTY) LTD	R	109 768	0,00%
	VARELEC DISTRIBUTORS	R	109 236	0,00%
	LABEL MATRIX CC	R	109 078	0,00%
	GLOBAL ARMATURE WINDERS CC	R	107 675	0,00%
	N C P CHLORCHEM (PTY) LTD	R	107 518	0,00%
	FORESTRY AND MILLING BUSINESS SOLLUT	R	107 321	0,00%
	EKAPA DRUM RECONDITIONERS CC	R	107 226	0,00%
	MACHINE MOVING & ENGINEERING	R	106 956	0,00%
	XPANDA SECURITY (PTY) LTD	R	105 582	0,00%
	GRAINS FOR AFRICA COMMODITY BROKERS	R	105 457	0,00%
	ACTA FORCE	R	105 353	0,00%
	BOILER TUBE AND GENERAL WELDING	R	105 005	0,00%
	STEINER HYGIENE	R	104 811	0,00%
	CALEFRA SERVICES	R	104 255	0,00%
	MAKHOSI COMMUNAL PROPERTY TRUST	R	103 709	0,00%
	D.J BOTHMA	R	103 500	0,00%
	HJ SHENTON VALVE SERVICES (PTY) LTD	R	103 305	0,00%
	STD BANK FLEET MANAGEMENT	R	102 543	0,00%
	UZINZO SUGAR FARMING (PTY)LTD	R	102 158	0,00%
	TRIPLE SD FASTENERS PTY LTD	R	101 287	0,00%
	BIDFOOD (PTY) LTD - E/L	R	100 755	0,00%
	KIRTON MECHANICAL EQUIPMENT	R	100 573	0,00%

CREDITORS TYPE	CREDITORS NAME/GROUP	ACCEPTED/PROVEN CLAIM	VOTING INTEREST	
	BAY MARKETING PTY LTD T/A BAY TOOL	R	99 570	0,00%
	NJC SLA PTY LTD	R	99 162	0,00%
	SINGULAR SYSTEMS (PTY) LTD	R	98 587	0,00%
	SOUTHERN SPIRIT PROPERTIES 46 (PTY)	R	98 331	0,00%
	TROPICAL PRINTERS CC	R	98 289	0,00%
	MORRIS MATERIAL HANDLING	R	95 991	0,00%
	GAUCHE AIR CC	R	95 305	0,00%
	INCE (PTY) LTD	R	93 925	0,00%
	MASALLA TRADING ENTERPRISE CC	R	93 636	0,00%
	STEEL GRAIN LOGISTICS (PTY) LTD	R	93 399	0,00%
	SMC CORPORATION ZA PTY LTD	R	92 968	0,00%
	JUBANE PETROLEUM (PTY)LTD LUBRICANT	R	92 518	0,00%
	NBCS	R	92 068	0,00%
	METRO FENCING & RETAINING WALLS	R	90 798	0,00%
	PICK N PAY SPECIALITIES	R	90 376	0,00%
	CORONADO TRADING 260CC T/A DIGITAL	R	89 436	0,00%
	DRAKEWOODS JACOBS	R	88 989	0,00%
	NGC - CONTAINER SOLUTIONS SA (PTY)	R	88 972	0,00%
	XIANG YN FRUIT AND VEGGIE	R	88 336	0,00%
	FOOD AND DRUG ASSURANCE LABORATORIE	R	87 803	0,00%
	PRESTIGE LABORATORY SUPPLIES	R	87 799	0,00%
	BUGUE TRADING	R	87 515	0,00%
	MIDLANDS LOGISTICS CC	R	87 395	0,00%
	SPECIALIST MECHANICAL ENGINEERS (PT	R	87 166	0,00%
	ADT TRUCK AND TRACTOR SPARES	R	86 250	0,00%
	CRAIG YOUNG CARRIERS TRUST	R	85 520	0,00%
	KWADUKUZA MUNICIPALITY (HYDE PARK)	R	85 421	0,00%
	ARBOUR CONSULTING PTY LTD	R	85 388	0,00%
	NATIONAL SEPARATIONS (PTY) LTD	R	85 302	0,00%
	ADVANCED PRODUCT TECHNOLOGY (PTY) L	R	85 166	0,00%
	UZINZO SUGAR FARMING (PTY) LTD	R	85 081	0,00%
	NTWASHINI COMMUNITY TRUST	R	84 885	0,00%
	EDGE ACTIVE	R	84 680	0,00%
	FOUR SEASONS GARDEN LANDSCAPING & M	R	83 974	0,00%
	BIDFOOD (PTY) LTD - WC	R	83 884	0,00%
	SOUTH AFRICAN SUGAR ASSOCIATION (INTERNATIONAL	R	83 717	0,00%
	SOUTH AFRICAN SUGAR ASSOCIATION	R	83 717	0,00%
	PROCM PROJECTS PTY LTD	R	83 694	0,00%
	EAGLE LIFTING EQUIPMENT	R	83 428	0,00%
	MEDIA 24 (PTY) LTD	R	83 329	0,00%
	MIMIC DESIGNS CC	R	82 283	0,00%
	GEOCHEM (PTY) LTD	R	82 013	0,00%
	LEON'S TRUCKING	R	81 869	0,00%
	PLAAS MEDIA PTY LTD	R	81 053	0,00%
	CUBIC SOUND CC	R	80 498	0,00%
	COMPUTER-SHARE INVESTOR SERVICE	R	79 797	0,00%
	FANTASTIC TRADE 101 CC	R	79 486	0,00%
	GOT HOLDINGS (PTY) LTD	R	79 100	0,00%
	NOSA (PTY) LTD	R	79 020	0,00%
	A P I PUMPS (NATAL) CC	R	78 462	0,00%
	EAZI ACCESS RENTAL (PTY) LTD	R	78 355	0,00%
	FIELDSEND TRUST	R	77 973	0,00%
	NJCSI (PTY) LTD	R	77 683	0,00%
	VANGUARD FIRE AND SAFETY COASTAL	R	77 057	0,00%
	AFRICA MAINTENANCE EQUIPMENT UMHLAT	R	76 641	0,00%
	TECHNICAL & GENERAL DISTRIBUTION(PT	R	76 590	0,00%
	MASSTORES (PTY) LTD	R	74 277	0,00%
	TRUCO KZN	R	74 263	0,00%
	GREGORY TARRANT	R	74 175	0,00%
	KEN'S ONE STOP REPAIRS CC	R	72 385	0,00%
	PAXMAN CONSTRUCTION CC	R	72 046	0,00%
	LANCET	R	71 997	0,00%
	NATDALE INSULATION CONTRACTORS CC	R	71 889	0,00%
	ANALYSERS ON-LINE CC	R	71 834	0,00%
	LUMINE LIGHTING	R	71 203	0,00%
	G B BEARINGS (PTY) LTD	R	71 142	0,00%
	ACEPAK AUTOMATICS	R	70 788	0,00%
	V.G. ENGINEERING CC	R	70 788	0,00%
	EXECUTIVE VIBRATION & BALANCING	R	70 701	0,00%
	GRAIN CARRIERS PTY LTD	R	70 572	0,00%
	TOVERBERG VLEISVERSPREIDERS	R	69 970	0,00%
	CMG ENGINEERING SUPPLIES (PTY) LTD	R	69 933	0,00%
	MSOMI EQUIPMENT SOLUTIONS (PTY) LTD	R	69 138	0,00%
	INGRAIN SA PTY LTD	R	69 000	0,00%
	KUGZULU CORPORATION PTY LTD	R	68 747	0,00%
	GIJIMA AST	R	68 286	0,00%
	EXB NATAL (PTY) LTD	R	68 194	0,00%
	MEGAMOR EXPRESS	R	66 752	0,00%
	STANYER ELECTROSERVE CC	R	66 298	0,00%
	RED WONDER TRADING PTY LT	R	66 190	0,00%
	SWITCHBOARD MNFS.NTL (PTY) LTD	R	66 149	0,00%
	ONELOGIX PROJEX (PTY) LTD	R	66 125	0,00%
	FLOTANK TRANSPORT BPK	R	66 090	0,00%
	GIJIMA DISTRIBUTION PLANNING PTY LT	R	64 563	0,00%
	EZULWENI TRUST - TOP SECTION	R	63 885	0,00%
	CARTER MEDICAL SUPPLIES CC	R	63 535	0,00%
	G C SNYDERS	R	63 415	0,00%
	SHIELD DIV OF MASSMART W/	R	63 381	0,00%
	LEOMAT PLANT HIRE (PTY) LTD	R	63 250	0,00%
	ANE INDUSTRIAL SUPPLIES (PTY) LTD	R	62 117	0,00%
	HENKEL S A (PTY) LTD	R	62 100	0,00%
	KWATANI (PTY)LTD	R	61 778	0,00%
	PMR.AFRICA	R	61 551	0,00%
	REGAL-BELOIT SOUTH AFRICA(PTY)LTD	R	61 526	0,00%
	MDS COLLIVERY PTY LTD	R	61 266	0,00%
	SCHEMATIC PIPING SERVICES	R	60 473	0,00%

CREDITORS TYPE	CREDITORS NAME/GROUP	ACCEPTED/PROVEN CLAIM	VOTING INTEREST	
	STONCOR AFRICA	R	60 444	0,00%
	UKUCHUMA T AND M PROJECTS	R	60 310	0,00%
	BRELKO CONVEYOR PRODUCTS (PTY) LTD	R	59 029	0,00%
	FENCHEM SA PTY LTD	R	58 593	0,00%
	CAPITAL PARTS CENTRE (EMPANGENI)	R	58 102	0,00%
	JOHANNES SCHUBACK & SONS (SOUTH AFF	R	57 993	0,00%
	LLUVIA SUGAR DISTRIBUTORS PTY LTD	R	57 963	0,00%
	LAI AGENCIES C.C.	R	56 982	0,00%
	BRITEHOUSE MOBILITY PTY LTD	R	56 796	0,00%
	GREEN GAIN CONSULTING (PTY) LTD	R	56 638	0,00%
	AMATIKULU COUNTRY CLUB	R	56 602	0,00%
	AIRTEC SERVICES CC	R	56 124	0,00%
	HITECH AUTOMATION PTY LTD	R	56 030	0,00%
	JG THOMPSON	R	55 923	0,00%
	CEYLON BUILDING CONTRACTOR CC	R	55 718	0,00%
	NATIONAL PACKAGING SYSTEM	R	55 557	0,00%
	LICHRU CHEMICAL AND LABORATORY SUPP	R	55 062	0,00%
	ALPHA ALERT	R	55 025	0,00%
	FLOW 68 CC	R	54 508	0,00%
	GAIL NORTON AGENCIES	R	54 392	0,00%
	G R TRANSPORT & PLANT HIRE	R	53 940	0,00%
	MASCOR UMHLALI	R	53 884	0,00%
	MODENA DESIGN CENTRES DURBAN (PTY)L	R	53 605	0,00%
	MARINA SEA SALT PTY LTD	R	53 399	0,00%
	THS CRDU NZUZA TRIBAL	R	53 355	0,00%
	NYAKATHO PLUMBING & HARDWARE SUPP.	R	53 280	0,00%
	DARNALL COUNTRY CLUB	R	53 079	0,00%
	KOGIE'S CURRY DEN	R	52 867	0,00%
	TELKOM SA LIMITED	R	52 454	0,00%
	RON-BROS PROJECTS CC	R	51 381	0,00%
	FAWU	R	51 255	0,00%
	KWA-DUKUZA MUNICIPALITY	R	51 103	0,00%
	FULLIMPUT 1540 (PTY) LTD	R	50 914	0,00%
	FELIXTON ENGINEERING	R	50 888	0,00%
	ALS ANALYSIS AND INSPECTION -DURBAN	R	50 704	0,00%
	THE NURSING SEVICES OF SOUTH AFRICA	R	50 602	0,00%
	VDM CONTROL SOLUTIONS (PTY) LTD	R	49 927	0,00%
	ATLAS COPCO COMPRESSOR TECHNIQUE	R	49 649	0,00%
	FRANKLIN SA (PTY)LTD	R	49 491	0,00%
	MAIZEY PLASTICS NATAL (PTY) LTD	R	48 958	0,00%
	UK RENOVATORS CC	R	48 614	0,00%
	NATIONAL CONVERTING AGENCIES PTY LT	R	48 484	0,00%
	TOWERS WATSON	R	48 386	0,00%
	JOHISTA TRANSPORT	R	48 344	0,00%
	DSG SKIDSTEER SERVICES CC	R	48 277	0,00%
	VASDON INVESTMENTS CC	R	48 117	0,00%
	NATAL CRANE & HOIST SERVICES CC	R	48 020	0,00%
	DM CONTRACTING AND TRADING	R	48 000	0,00%
	PNEUMATIC AND GENERAL SUPPLIES CC	R	47 394	0,00%
	MERCK LIFE SCIENCE PTY LTD	R	47 333	0,00%
	BAY RIGGING EQUIPMENT	R	47 313	0,00%
	ANIMAL FEED MANUFACTURERS ASSOC	R	47 300	0,00%
	ITHALA DEVELOPMENT FINANCE CORP LTD	R	47 242	0,00%
	FELIXTON COUNTRY CLUB	R	46 788	0,00%
	OCCUDOC CC	R	46 420	0,00%
	RENTTECH SOUTH AFRICA (PTY)LTD	R	46 224	0,00%
	TALBOT GROUP PTY LTD	R	45 911	0,00%
	AVVO LABELS	R	45 692	0,00%
	PHONEZONE	R	45 596	0,00%
	ENSERVE ENGINEERING SERVICES (PTY)	R	45 000	0,00%
	LUNGILE PACKAGING C.C.	R	44 805	0,00%
	PROCESS CONTAINMENT SOLUTIONS PTY L	R	44 687	0,00%
	ACDC EXPRESS RICHARDS BAY	R	44 493	0,00%
	BIDFOOD (PTY) LTD - FS	R	44 484	0,00%
	OUTLOOK FAMILY TRUST	R	44 418	0,00%
	ZULULAND RHINO RESERVE (PTY) LTD	R	44 087	0,00%
	RAVEN FREIGHT	R	44 022	0,00%
	NATAL INSPECTION SERVICES CC	R	43 838	0,00%
	BAY TRANSMISSION SERVICES - DURBAN	R	43 835	0,00%
	JERA PROMOTIONS	R	43 729	0,00%
	TONGAAT FUEL	R	43 511	0,00%
	PRECISION SAFETY APPLIANCES	R	42 708	0,00%
	B.B.S. EMPANGENI CC	R	42 395	0,00%
	METROFILE (PTY) LTD	R	42 371	0,00%
	P F PROJECTS ELECTRICAL CONTRACTORS	R	42 227	0,00%
	LUFT INDUSTRIES (PTY) LTD	R	42 163	0,00%
	ASSOCIATION OF MINE WORKERS & C U	R	42 148	0,00%
	TANTO TECHNICAL SOLUTIONS PTY LTD	R	41 849	0,00%
	DYMOND & GIDDEY SALES CC	R	41 793	0,00%
	3C TRANSPORT CC	R	41 526	0,00%
	J C P WORKWEAR LIFTING CC	R	41 191	0,00%
	TROPIC PLASTIC & PKG IND.(PTY) LTD	R	40 774	0,00%
	EURO STEEL (NATAL)	R	40 687	0,00%
	METROHM SA (PTY)LTD	R	40 367	0,00%
	D & B INDUSTRIAL CONSULTANTS CC	R	40 183	0,00%
	IS RAIL AND CIVIL (PTY) LTD	R	39 496	0,00%
	ECOLAB	R	39 477	0,00%
	LEGISLATIVE COMPLIANCE SPECIALISTS	R	39 241	0,00%
	ACCUTECH WEIGHING SERVICES (PTY) LT	R	39 198	0,00%
	PHOENIX CASH & CARRY - PMB (EMP)	R	39 100	0,00%
	Q SYSTEMS	R	38 861	0,00%
	ESSENTIAL BUILT IN CUPBOARDS	R	38 813	0,00%
	SHESHA GLASS AND ALUMINIUM CC	R	38 658	0,00%
	AFRICA CADBLUE PTY LTD	R	38 652	0,00%
	SINEMBE FRESH PRODUCE_C.C	R	38 521	0,00%
	IMASHOBANE TRADING ENTERPRISE	R	38 474	0,00%

CREDITORS TYPE	CREDITORS NAME/GROUP	ACCEPTED/PROVEN CLAIM	VOTING INTEREST	
	ACTION BUILDING & CIVIL	R	38 445	0,00%
	WESTLY	R	38 392	0,00%
	SPECIALISED ACCESS SERVICE	R	38 381	0,00%
	THS CRDU - GREENWOODLEE	R	38 307	0,00%
	MASTECH (PTY) LTD	R	38 157	0,00%
	BALENI TRUST	R	38 014	0,00%
	GIFSA CC	R	37 950	0,00%
	L & C INDUSTRIES	R	37 916	0,00%
	S.N. RETICULATION	R	37 580	0,00%
	MACSTEEL SPECIAL STEELS KZN	R	37 579	0,00%
	NKONYANA TRADING CC	R	37 249	0,00%
	BRIARS HEATH (NARENDRA HARIKRISHNA)	R	37 176	0,00%
	NEXTEC SECURITY & BUILDING TECHNOLO	R	37 157	0,00%
	CYCLOPS ENGINEERING FOUNDRY CC	R	36 944	0,00%
	NATAL PUMP SERVICES CC	R	36 855	0,00%
	LATENT ENERGY SERVICES LTD	R	36 800	0,00%
	ANTON LE ROUX VERVOER (EDMS) BPK	R	36 432	0,00%
	BOXER SUPERSTORES PTY LTD	R	36 271	0,00%
	BRN COMMUNICATIONS PTY LTD	R	36 225	0,00%
	YNK PRECISION ENGINEERING	R	36 016	0,00%
	4PL-COM LOGISTIC CAPE (PTY) LTD	R	35 659	0,00%
	EVERFRESH MARKETS BALLITO	R	35 632	0,00%
	TRIBAL ZONE TRADING	R	35 626	0,00%
	NOMNDAYE ENTERPRISE PTY LTD	R	35 570	0,00%
	FARRELL'S	R	35 538	0,00%
	MAGNET ELECTRICAL SUPPLIES (PTY) LT	R	35 499	0,00%
	C W KING PTY LTD	R	35 479	0,00%
	VARISPEED (PTY) LTD	R	35 342	0,00%
	AGRICO EMPANGENI	R	34 831	0,00%
	PEN PRINT	R	34 512	0,00%
	ROSTONE CONSULTING PTY LTD	R	34 500	0,00%
	GREENWOODLEE	R	34 319	0,00%
	CARL DEARY	R	34 000	0,00%
	BONFIGLIOLI POWER TRANSMISION	R	33 880	0,00%
	COMPRESSED AIR DRIERS AND FILTERS C	R	33 569	0,00%
	EMPANGENI PROPSHAFT & BRAKE CENTRE	R	33 211	0,00%
	JOHAN & PHILLIP KRUGER BELEGGINGS C	R	33 032	0,00%
	MHLATHUZE WATER	R	32 883	0,00%
	NESTLE SOUTH AFRICA (PTY) LTD	R	32 831	0,00%
	AFRITECH EQUIPMENT SOLUTIONS PTY LT	R	32 823	0,00%
	SIYABONGA ROY ENGINEERING CC	R	32 813	0,00%
	DIRT HAWKERS	R	32 680	0,00%
	UKHOZI OLUMNYAMA CONTRACTING & TRAD	R	32 672	0,00%
	G W INDUSTRIES	R	32 671	0,00%
	BIDFOOD (PTY) LTD - PKW	R	32 608	0,00%
	LINVAR PTY LTD	R	32 571	0,00%
	PROTECH CONSULTING (PTY) LTD	R	32 545	0,00%
	THE SPAR GROUP LIMITED	R	32 040	0,00%
	KIRK KRUGER REMUNERATION CONSULTING	R	32 000	0,00%
	D J BOSMAN VERVOER	R	31 941	0,00%
	JUP SOLUTIONS	R	31 441	0,00%
	FIDELITY SUPERCARE SERV.GROUP (PTY	R	31 237	0,00%
	BANELENKOSINATHI AND MFUNDO 87	R	31 232	0,00%
	BELTING & RUBBER SUPPLIES (DURBAN)	R	31 201	0,00%
	BIDVEST FOODSERVICE MULTI-TEMP	R	31 151	0,00%
	UMGENI WATER	R	31 088	0,00%
	2 DIAMONDZ GROUP PTY LTD	R	31 065	0,00%
	AIR LIQUIDE (PTY) LTD	R	30 986	0,00%
	S A POWER KZN (PTY) LTD	R	30 798	0,00%
	FACT LABS	R	30 778	0,00%
	MAIDSTONE MILL GROUP BOARD	R	30 619	0,00%
	HOPEWELL TRUST	R	30 487	0,00%
	BN KIRK	R	30 427	0,00%
	MZUKULU TECHNOLOGIES (PTY) LTD	R	30 360	0,00%
	OTIS ELEVATOR (PTY) LTD	R	30 183	0,00%
	FEBRO DISTRIBUTORS PTY LTD	R	30 034	0,00%
	TKT GLOBAL SOLUTIONS PTY LTD	R	30 000	0,00%
	AGRI CONNECT (EDMS) BK	R	29 994	0,00%
	BITEK INDUSTRIES (PTY) LTD	R	29 900	0,00%
	RNR TIME AND ACCESS SOLUTIONS	R	29 814	0,00%
	UASA	R	29 696	0,00%
	PHILCO SYSTEMS (PTY) LTD	R	29 623	0,00%
	ANN TURNER & ASSOCIATES	R	29 514	0,00%
	APEX EMISSION TESTING	R	29 325	0,00%
	PATON TUPPER	R	29 325	0,00%
	GR CANE HAULAGE CC	R	29 277	0,00%
	DEVLAND IMPUPHU WHOLESAL	R	29 119	0,00%
	ACTOM TURBO MACHINES (PTY) LTD	R	28 917	0,00%
	MACHINE TOOL REFABRICATION & SALES	R	28 896	0,00%
	TURNKEY HYDRAULICS NATAL C.C.	R	28 658	0,00%
	ZULULAND FILTERS	R	28 428	0,00%
	ACTOM ELECTRICAL MACHINES	R	28 407	0,00%
	DR I PILLAY	R	28 238	0,00%
	LIME DISTRIBUTORS (PTY) LTD	R	27 962	0,00%
	ESTATE LATE JAYRAJ SINGH	R	27 853	0,00%
	DRS DU BUISSON, KRAMER,SWART,BOUWER	R	27 614	0,00%
	NIKEYA ELECTRICAL AND HARDWARE SUPP	R	27 302	0,00%
	JOHNSON CRANE HIRE (PTY) LTD	R	27 164	0,00%
	CIMEX SPARES CC	R	27 011	0,00%
	RICHARDS BAY CLEAN AIR ASSOCIATION	R	26 801	0,00%
	SANI-TECH (PTY) LTD-RICHARDS BAY	R	26 642	0,00%
	IKHWEZI FOODS (P/L) T/A T	R	26 504	0,00%
	SHARE SCHEME ADMINISTRATION	R	26 433	0,00%
	AKBARALI ALLI & FAZILA BANU ALLI	R	26 368	0,00%
	TERMINATORS PEST CONTROL SERVICES	R	26 220	0,00%
	JENMAE AGENCIES	R	26 190	0,00%

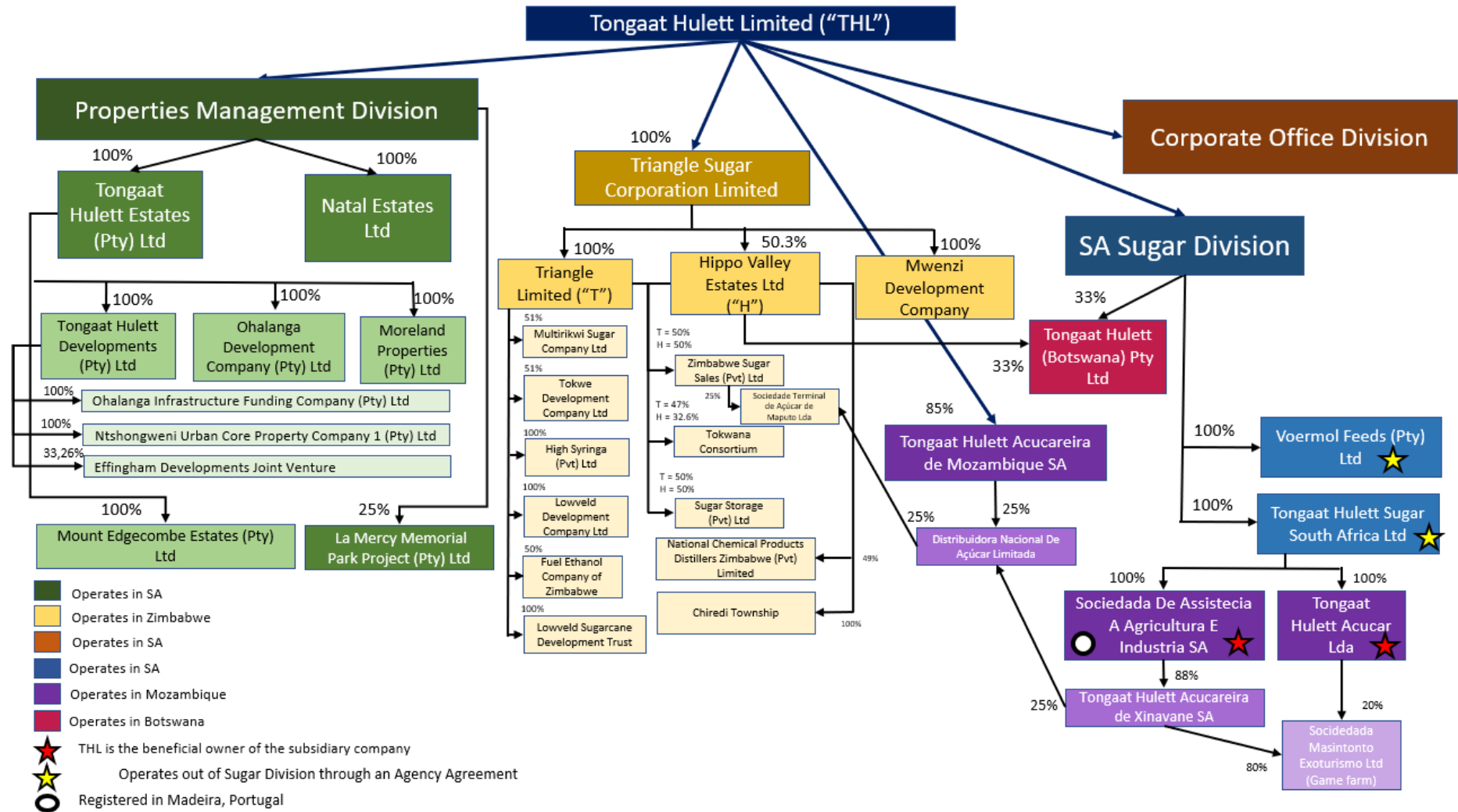
CREDITORS TYPE	CREDITORS NAME/GROUP	ACCEPTED/PROVEN CLAIM	VOTING INTEREST	
	JIP VERVOER BK	R	26 120	0,00%
	VALVEMECH (PTY) LTD	R	26 042	0,00%
	LEWIS HALL INVESTMENTS CC	R	25 988	0,00%
	PUMPELE CONSTRUCTION CC	R	25 806	0,00%
	NANDOS MONTCLAIR	R	25 386	0,00%
	VALVET AND GREENS PTY	R	25 255	0,00%
	PELEPELE INVESTMENTS PTY LTD	R	25 108	0,00%
	PROCESS VALVE CORPORATION CC	R	25 039	0,00%
	MICON ENGINEERING SUPPLIES	R	25 013	0,00%
	RESPONSE LAB CC	R	24 630	0,00%
	PROTEA ELECTRONICS PTY LTD	R	24 472	0,00%
	FORMS-ELITE (PTY) LTD	R	24 150	0,00%
	SAT TRUCKING (PTY) LTD	R	23 948	0,00%
	RITCHIE MOTORS (ZULULAND) (PTY) LTD	R	23 925	0,00%
	KONECRANES (PTY) LTD	R	23 920	0,00%
	SISANA TRADING CC	R	23 871	0,00%
	SIVA'S PLUMBER CC	R	23 850	0,00%
	LOADTECH PTY LTD	R	23 850	0,00%
	WEIGH-COMM CONSULTANCY (PTY) LTD	R	23 765	0,00%
	P.T.R ELECTRICAL SERVICES	R	23 403	0,00%
	ISMINE INVESTMENTS CC	R	23 288	0,00%
	BELTING SUPPLY SERVICES	R	23 166	0,00%
	VALMET SOUTH AFRICA PTY LTD	R	23 003	0,00%
	VUSI OAKFORD COMMUNITY TRUST	R	23 000	0,00%
	ALTECH NETSTAR PTY LTD	R	22 784	0,00%
	CAFE BLACK AND WHITE PTY LTD	R	22 729	0,00%
	LIME PHOTO	R	22 676	0,00%
	WOMA SOUTH AFRICA (PTY)LTD	R	22 471	0,00%
	LEGED TRADING (PTY) LTD	R	22 090	0,00%
	GING BUILD IT	R	22 080	0,00%
	MAGNACORP 320 CC	R	21 962	0,00%
	O & O SALES AND SERVICES CC	R	21 847	0,00%
	TECHNOPARK AUTOMATION & CONTROL (PT	R	21 729	0,00%
	ARAMEX SOUTH AFRICA (PTY) LTD	R	21 645	0,00%
	BUSISIWE NOKUTHULA MATHABA	R	21 528	0,00%
	C J PETROW CHEMICALS (PTY) LTD	R	21 275	0,00%
	CURA RISK MANAGEMENT SOFTWARE PTY L	R	20 873	0,00%
	RAND AIR SOUTH AFRICA PTY LTD	R	20 585	0,00%
	FEROBRAKE STANGER	R	20 470	0,00%
	JOHANNESBURG VALVE & FITTING CO (PT	R	20 383	0,00%
	HAIGS MOWER & CHAINSAW CENT. CC	R	20 363	0,00%
	GING HEALTH & FITNESS CC	R	20 300	0,00%
	FIRST TECHNOLOGY (PTY) LTD	R	20 079	0,00%
	OOS VRYSTAAT KAAP OPERATIONS LTD	R	19 582	0,00%
	AMANDLA SIGNS	R	19 447	0,00%
	PNEUMATIC-ELEC.CONT.SYS. (PTY) LTD	R	19 240	0,00%
	CRICKMAY & ASSOCIATES	R	19 234	0,00%
	SHADOW LOGISTICS	R	19 159	0,00%
	BURKERT CONTROMATIC (PTY) LTD	R	19 118	0,00%
	VODACOM SERVICE PROVIDER	R	18 987	0,00%
	YOYO SA PTY LTD	R	18 906	0,00%
	YOYO SA SERVICES PTY LTD	R	18 906	0,00%
	KUTHULA REWIND CC	R	18 715	0,00%
	INTEGRATED SURVEILLANCE SERVICES CC	R	18 693	0,00%
	MAKRO LOGISTICS	R	18 595	0,00%
	SWARTLAND LOGISTICS	R	18 064	0,00%
	ROBERT JOHN MATTISON	R	17 767	0,00%
	NELES SOUTH AFRICA PTY LTD	R	17 746	0,00%
	APEX MARKETING SOLUTIONS	R	17 725	0,00%
	HAGGIE DISTRIBUTION	R	17 583	0,00%
	HWH ENGINEERING (PTY) LTD	R	17 250	0,00%
	INDABA TRAINING CC	R	17 250	0,00%
	NEBUER CONSULTING INTERNATIONAL (PT	R	17 250	0,00%
	SA INTERBREED JUDGES ASSOCIATION	R	17 250	0,00%
	RT INDUSTRIAL SUPPLIES & HARDWARE C	R	17 193	0,00%
	PHAMBILI INTERFACE (PTY) LTD	R	16 897	0,00%
	FW KLINGENBERG (PTY) LTD	R	16 891	0,00%
	AFLEX PACK CC	R	16 598	0,00%
	PLUMBLINK KWAZULU (PTY) LTD	R	16 595	0,00%
	LONSPEARE KZN (PTY)LTD	R	16 480	0,00%
	PURE AIR	R	16 440	0,00%
	SOMOPHO CO-OPERATIVE LIMITED	R	16 387	0,00%
	LAND & AGRIC BANK OF SA	R	16 387	0,00%
	IDUBE SAFETY	R	16 342	0,00%
	KALALEX BUSINESS FORMS & SYSTEMS	R	16 339	0,00%
	THS CRDU-BE SOKHULU	R	16 312	0,00%
	LITHOTECH SALES KWAZULU NATAL (PTY)	R	16 186	0,00%
	NAL-VIK CHEMICALS ENTERPRISES CC	R	16 100	0,00%
	ELECTRICAL SUPPLIES CORPORATION	R	16 074	0,00%
	TANTUS TRADING 264 (PTY) LTD	R	15 970	0,00%
	DOCULAM CC	R	15 936	0,00%
	INDUSTRIAL BRAKE SUPPLIES	R	15 883	0,00%
	BIDDULPHS REMOVALS AND STORAGE	R	15 709	0,00%
	KZN BEARINGS & INDUSTRIAL SUPPLY CC	R	15 525	0,00%
	FLOCARE (PTY) LTD	R	15 396	0,00%
	IN-SITE SOLUTIONS	R	15 180	0,00%
	ZULCHEM INDUS.SUPPL. & SERVICES	R	15 180	0,00%
	RAUTENBACH AERIAL SPRAYING (PTY) LT	R	15 082	0,00%
	ARMATURE WINDING SERVICES CC	R	15 000	0,00%
	OUTLOOK PUBLISHING LTD	R	15 000	0,00%
	OMNI COMMUNICATIONS (PTY) LTD	R	14 760	0,00%
	FIELD FAMILY TRUST	R	14 651	0,00%
	MICHAEL GEORGADIS	R	14 605	0,00%
	AFRICAN UNITY HEALTH (PTY)LTD	R	14 549	0,00%
	PS TRADING AND PROJECTS CC	R	14 468	0,00%
	EVOLTECH	R	14 375	0,00%

CREDITORS TYPE	CREDITORS NAME/GROUP	ACCEPTED/PROVEN CLAIM	VOTING INTEREST	
	WURTH SA (PTY) LTD	R	14 308	0,00%
	INQGWEL DEVELOPMENT	R	14 288	0,00%
	PHOENIX CONTACT (PTY) LTD	R	14 259	0,00%
	S.E.C. ELECTRICAL CC	R	14 249	0,00%
	B A PACKAGING CC	R	14 207	0,00%
	SPENCER HOLLEY AGRONOMIC SERVICES	R	13 702	0,00%
	GROWING NUTS PTY LTD	R	13 662	0,00%
	HI-TAP BOLT & NUT CC	R	13 531	0,00%
	TSHUTSHA BUSINESS ENTERPRISE PTY LTD	R	13 405	0,00%
	MAPLIC TRANSPORT	R	13 245	0,00%
	LASER SUPPORT SERVICES	R	12 899	0,00%
	KWA-ZULU INSPECTION SERVICES CC	R	12 892	0,00%
	PROFILE DATA	R	12 878	0,00%
	METRACLARK (PTY) LTD	R	12 874	0,00%
	LANE & ASSOCIATES	R	12 800	0,00%
	HEGUNE SUPPLIERS PTY LTD	R	12 667	0,00%
	TOPROPE SA	R	12 632	0,00%
	ELLIS PARK BUTCHERY PTY LTD	R	12 464	0,00%
	JOHN MFANISENI KHUMALO	R	12 446	0,00%
	RICHARDS BAY TYRES - ENSELENI	R	12 403	0,00%
	ANGLO ALLIED ENGINEERINGPTYLTD	R	12 394	0,00%
	ELEMENT ANALYTICS PTY LTD	R	12 173	0,00%
	NON-FERROUS METAL WORKS SA (PTY) LTD	R	12 127	0,00%
	TIGER PUMPS & PIPING	R	12 043	0,00%
	DETECTION TECHNIQUES PTY LTD	R	11 868	0,00%
	GOLDPACK (PTY) LTD	R	11 641	0,00%
	CANTEEN CUISINE	R	11 505	0,00%
	OCCUTECH CC	R	11 500	0,00%
	NCEBASETHU PTY LTD	R	11 410	0,00%
	CENTRAL MAIL AND MESSENGER SERVICE	R	11 301	0,00%
	DEMS (PTY)LTD	R	11 073	0,00%
	MERINO SA	R	10 925	0,00%
	HEATING ELEMENTS & CONTROL CC	R	10 913	0,00%
	ALCOCKS PEST CONTROL (PTY)LTD	R	10 863	0,00%
	YELLOW TREE ENVIRONMENTAL(PTY)LTD	R	10 626	0,00%
	CSIR / WNNR BIO / CHEMTEK	R	10 580	0,00%
	OSPEC NATAL (PTY) LTD	R	10 580	0,00%
	ALTIVEX 419 (PTY) LTD	R	10 580	0,00%
	SEBELE MV PRODUCTION PTY LTD	R	10 553	0,00%
	AVLOCK INTERNATIONAL FASTENING SYST	R	10 523	0,00%
	CARTRACK (PTY) LTD	R	10 500	0,00%
	PHARMED PHARMACEUTICALS LTD	R	10 482	0,00%
	MOOG GMBH INCORPORATED	R	10 164	0,00%
	SIWEIA SERVICES PTY LTD	R	10 120	0,00%
	ABACUS AUTOMATION CC	R	10 063	0,00%
	BERGVILLE FARMERS ASSOCIATION	R	10 000	0,00%
	INTERTEK TESTING SERVICES SA (PTY)	R	9 911	0,00%
	ARAMEX SOUTH AFRICA (PTY) LTD	R	9 776	0,00%
	SAGATRONIC CC	R	9 631	0,00%
	SUPER WASTE RECYCLING (PTY) LTD	R	9 571	0,00%
	H R CONCEPTS CC	R	9 488	0,00%
	SIZONKE TRADING RICHARDS BAY (PTY)	R	9 407	0,00%
	P B POLYURETHANE PRODUCTS	R	9 315	0,00%
	DST AGENCIES CC	R	9 200	0,00%
	NES DIESEL FUEL INJECTION AND TURBC	R	9 200	0,00%
	NORTH SAFETY PRODUCTS AFRICA (PTY)	R	9 090	0,00%
	INTERCONNECT SYSTEMS (PTY) LTD	R	9 054	0,00%
	HALEY & CO (PTY) LTD	R	8 999	0,00%
	CAPITAL RESEARCH DISTRIBUTORS PTY L	R	8 970	0,00%
	ENFORCE ELECTRONICS (PTY) LTD	R	8 815	0,00%
	CANON SOUTH AFRICA (PTY) LTD	R	8 452	0,00%
	STD FLEET MANAGEMENT	R	8 450	0,00%
	NORTH COAST STEEL CC	R	8 280	0,00%
	N I C INSTRUMENTS & NATAL. CC	R	8 136	0,00%
	STEEL PROFILING LINER PLATES CC	R	8 125	0,00%
	MHLATUZE INDUSTRIAL SUPPLIERS & SER	R	8 118	0,00%
	BIDFOOD (PTY) LTD - MP	R	8 080	0,00%
	EXCELLERATE SERVICES (PTY) LTD	R	8 064	0,00%
	MALACHITE PUBLISHING	R	8 021	0,00%
	SIZA GAS AND WELDING	R	7 498	0,00%
	CHINCO FIRESIDE TREATMENT CC	R	7 482	0,00%
	SECURE 25	R	7 412	0,00%
	BEAUFORT WEST MEAT SUPPLIERS	R	7 159	0,00%
	IMPACT MANAGEMENT SERVICES	R	7 150	0,00%
	D J THERMAL ENG. CC	R	7 067	0,00%
	SANITECH A DIVISION OF WACO AFRICA	R	7 001	0,00%
	NOTEFULL 1011 CC	R	7 000	0,00%
	IMPILLO PATHOLOGIST LABORATORIES PTY	R	6 975	0,00%
	THABISILE HELEN KHANYEZI	R	6 960	0,00%
	IRRICON (PTY) LTD	R	6 935	0,00%
	INTROSTAT (PTY) LTD	R	6 707	0,00%
	PSA AFRICA (PTY) LTD	R	6 584	0,00%
	AVAIID PTY LTD	R	6 325	0,00%
	DQS (PTY) LTD	R	6 280	0,00%
	SHRED-IT SOUTH AFRICA PTY LTD	R	6 199	0,00%
	R A PRINTERS	R	6 043	0,00%
	LABFIX	R	6 038	0,00%
	AQUACOOOL REFRIGERATION CC	R	6 027	0,00%
	BRAHMAN BEESTLERSGENOOTSKAP VAN SA	R	5 951	0,00%
	DIE HOEVELD BEESSTUDIE EDMS BPK	R	5 750	0,00%
	ELITE RADIATORS AIRBRAKES & CLUTCHE	R	5 750	0,00%
	LOTUS TRUCK AND TRAILER REPAIRS	R	5 750	0,00%
	THIELE HOLDINGS PTY LTD	R	5 750	0,00%
	SWIFT LIVESTOCK PTY LTD	R	5 750	0,00%
	MULTI AXLE MANUFACTURERS CC	R	5 744	0,00%
	TECTRA AUTOMATION (PTY)LTD	R	5 666	0,00%

CREDITORS TYPE	CREDITORS NAME/GROUP	ACCEPTED/PROVEN CLAIM	VOTING INTEREST	
	CYCLONE CHEMICALS CC	R	5 589	0,00%
	ILEMBE DISTRICT MUNICIPALITY	R	5 582	0,00%
	INKUNZI ENGINEERING CC	R	5 520	0,00%
	P & E SALES	R	5 360	0,00%
	BUREAU VERITAS INSPECTORATE LABORAT	R	5 318	0,00%
	MICROSEP	R	5 214	0,00%
	MANUCHAR SOUTH AFRICA (PTY) LTD	R	5 161	0,00%
	BLP RUBBER & PLASTIC SUPPLIES	R	5 152	0,00%
	KZNATAL BRAHMAN KLUB	R	5 000	0,00%
	ROOIVLEIS PRODUSENTE ORGANISASIE	R	5 000	0,00%
	SA HINDU MAHA SABHA	R	5 000	0,00%
	KZN SIMMENTALER	R	5 000	0,00%
	KENDON LABORATORIES CC	R	4 868	0,00%
	MONDI LIMITED	R	4 835	0,00%
	IPOOLS (PTY)LTD	R	4 770	0,00%
	SCIENTIFIC MANUFACTURING CC	R	4 715	0,00%
	RELIEF VALVES & PUMP SPECIALISTS	R	4 589	0,00%
	SHARP ELECTRONICS SA (PTY) LTD	R	4 572	0,00%
	PUREAU FRESH WATER CO. (PTY) LTD	R	4 465	0,00%
	DURBAN OVERALL (PTY) LTD	R	4 452	0,00%
	AQUAZANIA (PTY) LTD	R	4 417	0,00%
	MR MOZZIES	R	4 382	0,00%
	COLLABORATIVE IT SOLUTIONS (PTY)	R	4 353	0,00%
	SA PAPER HOLDINGS	R	4 347	0,00%
	SANDI FAMILY TRUST	R	4 258	0,00%
	VOLTEX BRIARDENE	R	4 225	0,00%
	ELECTRICAL MANUFACTURING MARKETING	R	4 216	0,00%
	BRIGHT IDEA PROJECTS 2100 CC	R	4 169	0,00%
	AUTOGATE AUTODOOR	R	3 979	0,00%
	GINTECH HOLDING (PTY)LTD	R	3 973	0,00%
	SA NURSING COUNCIL	R	3 950	0,00%
	SEALTEC-RICHARDS BAY	R	3 909	0,00%
	PIONEER PRINT WORK CC	R	3 890	0,00%
	SIGN ZONE	R	3 876	0,00%
	ECOICHEM PUMPS (PTY)LTD	R	3 763	0,00%
	SIPHIVUKWENZA (PTY) LTD	R	3 655	0,00%
	WISE BARCODES	R	3 490	0,00%
	BUILDERS TRADE DEPOT (PTY) LTD	R	3 480	0,00%
	AVIPHARM KZN (PTY) LTD	R	3 461	0,00%
	BIDVEST PAPERPLUS PTY LTD	R	3 450	0,00%
	FORMS MEDIA INDEPENDENT CC	R	3 429	0,00%
	KAMEE TEK	R	3 379	0,00%
	SERVWORX INTERGRATED SERVICE SOLUTI	R	3 356	0,00%
	DRAGER SA (PTY) LTD	R	3 324	0,00%
	DATALIN CONSULTANTS CC	R	3 220	0,00%
	SILLO ADO OF SKU PTY	R	3 168	0,00%
	AC/DC DYNAMICS	R	3 130	0,00%
	TRANSUNION CREDIT BUREAU PTY LTD	R	3 123	0,00%
	OLDS SERVICES	R	3 000	0,00%
	AMJ ELECTRICAL CC	R	2 941	0,00%
	YALLIP HARVESTERS	R	2 875	0,00%
	M.K.V. ENGINEERING SERVICES CC	R	2 818	0,00%
	C.C. SUPPLY STORE	R	2 754	0,00%
	SIZANANI INDUSTRIAL SUPPLIES	R	2 659	0,00%
	GR GOLDEN SEWER REMOVALS	R	2 645	0,00%
	WEBSHOP (PTY) LTD	R	2 614	0,00%
	ANDY'S AUTO ELECTRICAL CC	R	2 600	0,00%
	DGM COACH TOURS CC	R	2 500	0,00%
	SURESTIK CC	R	2 481	0,00%
	FAWEMA GMBH	R	2 432	0,00%
	BBS BALLITO	R	2 367	0,00%
	NEWARK CLUB	R	2 290	0,00%
	POLAR INDUSTRIES	R	2 285	0,00%
	SAMCO PUMPS	R	2 277	0,00%
	RM INDUSTRIAL AUTOMATION	R	2 256	0,00%
	EASY SKIPS BALLITO	R	2 040	0,00%
	MANDY S PILLAY CC	R	2 020	0,00%
	UNIQUE HYDRAULICS	R	2 013	0,00%
	CIRO	R	1 927	0,00%
	KARCHER [PTY] LTD	R	1 924	0,00%
	ARB ELECTRICAL WHOLESALERS (PTY) LT	R	1 909	0,00%
	CARMAN PANELBEATERS	R	1 895	0,00%
	RIDE HIGH WITH YAMAHA	R	1 890	0,00%
	LUBREQUIP NATAL (PTY) LTD	R	1 846	0,00%
	KINGHORN BRUSHWARE (PTY) LTD	R	1 794	0,00%
	DR G K BRINK	R	1 742	0,00%
	TELEGENIX TRADING 429 CC	R	1 706	0,00%
	SPEC SANDS CC	R	1 656	0,00%
	GLOBAL TRANSFORMER SERVICES KZN	R	1 645	0,00%
	TOOLS R US	R	1 518	0,00%
	LABORATORY SUPPLIES CO	R	1 501	0,00%
	BHEEM'S HIRING SERVICE AND CATERING	R	1 494	0,00%
	RENTOKIL (PTY) LTD	R	1 487	0,00%
	CLEAN CORE RADIATORS CC	R	1 426	0,00%
	ROSS CALIBRATION SERVICES	R	1 426	0,00%
	FLOWERS ON KENSINGTON	R	1 420	0,00%
	DEPARTMENT OF HEALTH	R	1 408	0,00%
	S AND P INVESTMENTS AND CONSULTANTS	R	1 269	0,00%
	ZULULAND CANVAS CO	R	1 243	0,00%
	ALCO-SAFE (PTY) LTD	R	1 241	0,00%
	MERCK CHEMICALS (PTY) LTD	R	1 190	0,00%
	SANCA	R	1 148	0,00%
	SHARENET	R	1 085	0,00%
	COILCO ENGINEERING CC	R	1 052	0,00%
	DELL COMPUTER (PTY) LTD	R	1 050	0,00%
	BIOINDUSTRIAL SERVICES CC	R	1 035	0,00%

CREDITORS TYPE	CREDITORS NAME/GROUP	ACCEPTED/PROVEN CLAIM	VOTING INTEREST	
	WINDEED (PTY) LTD	R	1 031	0,00%
	DURBAN CHAMBER OF COMMERCE	R	1 000	0,00%
	SASOHN	R	988	0,00%
	COASTAL AUTO ELECTRICAL CC	R	935	0,00%
	SOUTH AFRICAN POST OFFICE LTD	R	924	0,00%
	CRECORA INVESTMENTS PTY LTD	R	890	0,00%
	NEUBERG GLOBAL LABORATORIES SA PTY	R	800	0,00%
	VEOLIA WATER SOLUTIONS & TECHNOLOGI	R	787	0,00%
	LASEC SA (PTY) LTD	R	769	0,00%
	BAYKOM SYSTEMS C.C	R	725	0,00%
	SOLLY M SPORTS	R	690	0,00%
	G.FOX & CO	R	656	0,00%
	MCNAUGHTANS (EMPANGENI)	R	620	0,00%
	ZEST ELECTRIC MOTORS NATAL (PTY) LT	R	566	0,00%
	SPRINGRITE CC	R	529	0,00%
	DAWSON BEE REMOVALS	R	518	0,00%
	TRI STAR FOODS	R	512	0,00%
	FLEUR FLORIST	R	500	0,00%
	WEBSHOP (PTY) LTD	R	424	0,00%
	JUBANE PETROLEUM (PTY)LTD FUELS	R	399	0,00%
	EDWARDS SANDRA ANN	R	394	0,00%
	SIKELELA MALIBONGWE NZUZA	R	392	0,00%
	HAROLD AND MIKE PROP CC	R	382	0,00%
	COMPASS WASTE SERVICES CC	R	374	0,00%
	DOCKLEVELLER SUPPLIES CC	R	370	0,00%
	COUPON CLEARING BUREAU	R	355	0,00%
	BARLETT & EDWARDS FARM CC	R	345	0,00%
	MOMENTUM	R	326	0,00%
	METROPOLITAN-TH PENS. FUND	R	306	0,00%
	SPEED SERVICES COURIERS	R	288	0,00%
	GFNC AGRI	R	281	0,00%
	SABC TV LICENCES	R	265	0,00%
	GARYSUN	R	265	0,00%
	B & B PLANT & EQUIPMENT	R	240	0,00%
	TELKOM	R	157	0,00%
	SANDIR SARMAH	R	38	0,00%
	IZINKUKHU EZINENHLANHLA PTY LTD	R	36	0,00%
Independent Unsecured Creditors Total		R	1 699 790 148	17,20%
	TONGAAT HULETT ACUCAR LIMITADA	R	149 630 735	1,51%
	THE TONGAAT GROUP LIMITED	R	58 523 018	0,59%
	MOUNT EDGECOMBE ESTATES PROPRIETARY LIMITED	R	20 750 686	0,21%
	TONGAAT HULETT DEVELOPMENTS PROPRIETARY LIMITED - MAIDSTONE WATERWORKS	R	11 706 446	0,12%
	THE NATAL ESTATES LIMITED	R	5 633 272	0,06%
	TRIANGLE LIMITED	R	2 489 531	0,03%
	TONGAAT HULETT (BOTSWANA) PROPRIETARY LIMITED	R	1 852 544	0,02%
	TONGAAT HULETT SUGAR MILLS AND ESTATES LIMITED	R	1 175 000	0,01%
	TONGAAT HULETT ACUCAREIRA DE MOCAMBIQUE, SA	R	1 166 600	0,01%
	HULETT REFINERIES LIMITED	R	1 000 000	0,01%
	VOERMOL FEEDS PROPRIETARY LIMITED	R	800 000	0,01%
	TONGAAT HULETT DEVELOPMENTS PROPRIETARY LIMITED	R	629 876	0,01%
	DELVILLE ESTATES LIMITED	R	300 000	0,00%
	TONGAAT HULETT ACUCAREIRA DE XINAVANE, SA	R	143 234	0,00%
	HIPPO VALLEY ESTATES LIMITED	R	127 523	0,00%
	TONGAAT HULETT SUGAR SOUTH AFRICA LIMITED	R	100	0,00%
	SUKUMANI DEVELOPMENT COMPANY PROPRIETARY LIMITED	R	10	0,00%
Non-Independent Unsecured Creditors Total			255 928 575	2,59%
GRAND TOTAL			9 882 758 212	100,00%

ANNEXURE B- GROUP STRUCTURE



Source: Extract from the Company's Organogram updated as of 18/05/2023.

**ANNEXURE C – EVENTS WHICH LED TO THE COMPANY COMMENCING
BUSINESS RESCUE**

(DIRECTORS STATEMENT ATTACHED BELOW)

SWORN STATEMENT

I, the undersigned,

JOHN GAVIN HUDSON

(Identity Number: 700818524082)

do hereby state as follows –

- 1 I am a director of TONGAAT HULETT LIMITED (REGISTRATION NUMBER: 1892/000610/06) ("**Company**"), a company listed on the JSE Limited stock exchange, with its registered address at Amanzimnyama Hill Road, Tongaat, KwaZulu Natal, 4400, and principal place of business at Amanzimnyama Hill Rd, Tongaat, KwaZulu Natal, 4400.
- 2 I am duly authorised to depose to this sworn statement on behalf of the Company.
- 3 This Sworn Statement is made by me on behalf of the Company to support the commencement of business rescue proceedings ("**Business Rescue**") in terms of Section 129 of the Companies Act 71 of 2008 ("**Act**").
- 4 With this Sworn Statement, I intend to provide the relevant information that was presented to the Company's board of directors and is required in order to demonstrate that the Company should be placed in Business Rescue.
- 5 The information contained in this Sworn Statement and the opinions expressed in the Sworn Statement relate to the financial difficulties of the Company and how the Company can –
 - 5.1 be rescued and continue as a going concern as an alternative to liquidation; or
 - 5.2 pay a higher dividend to its creditors than that which would become payable to creditors if the Company were to be liquidated.

BACKGROUND

- 6 The extent of the challenges faced by the Company, and its current strained financial position, are well publicised and arose from years of high and increasing debt levels,

financial misstatements and historic mismanagement. These factors have resulted in the loss of significant value for the Company's shareholders and other stakeholders.

7 By way of background, the Company is a leading agri-business with a 130 year history and a strong socio-economic legacy in Southern Africa. It has operations in South Africa, Zimbabwe, Mozambique and Botswana.

8 Across Southern Africa, the Company's operations are of significant scale geographically, economically, and socially, as set out below:

8.1 the Company's 14 production facilities have the capacity to crush 12.7 million tons of sugarcane (5.8 million tons provided by third-party growers) to produce 1.5 million tons of raw sugar, 750 000 tons of refined sugar, 400 000 tons of animal feed and 40 million litres of ethanol; and

8.2 at the peak of the sugar season, the Company's operations employ more than 23 000 people, create more than 185 000 employment opportunities and provide a livelihood to more than 21 000 farmers (many of whom are small-scale growers).

9 Specifically in South Africa, the profile of the Company's South African sugar operation, property business and corporate office is set out below:

9.1 the Company's operations are located in the KwaZulu-Natal province in the districts of Ethekwini, Zululand, Umkhanyakude, King Cetshwayo (formerly Uthungulu), and iLembe;

9.2 the Company's trading activities during the 2022 financial year generated revenue of c.R7.04 billion of which R6.92 billion arose from the South African sugar operation and R120 million from the sale of developable land by the property business;

9.3 the Company has 5 production facilities with the capacity to crush 5.45 million tons of sugarcane to produce 600 000 tons of raw sugar, 600 000 tons of refined sugar (c.50% of the total South African sugar industry's capacity) and 400 000 tons of animal feed;

9.4 the Company's ongoing agriculture activities span 13 200 hectares and as such it owns a substantial and valuable land portfolio, of which some 9 600 hectares are

considered developable and located within the primary growth corridors of KwaZulu Natal;

9.5 the Company sources c.43% of its sugarcane from independent farmers, over 15 000 of which are small-scale farmers and co-operatives, and its transformational partnership with Uzinzo Sugar Farming has established the largest black grower in the South African sugar industry;

9.6 a total of c.2 500 people are employed by the Company, with a further c.23 000 indirect employment opportunities created within South Africa. The communities in which the Company operates not only benefit from employment opportunities, but also the company's socio-economic development initiatives and investments; and

9.7 as identified in an independent assessment of the Company's economic footprint, it has been estimated that arising from the Company's trading activities during the 2021 financial year, an additional c.R28.8 billion of output was produced within the South African economy, contributing c.R11.0 billion to the GDP of the country (based on direct, indirect and induced impacts).

STRATEGIC AND FINANCIAL REVIEW

10 Over the four year period from April 2014 to March 2018, the Company's published audited separate annual financial statements reflected that its net debt had increased by c.R4.14 billion from R4.80 billion to R8.94 billion being the net result of the cumulative cash flows set out in the following table:

Cash Flow Items	Inflow / (Outflow) R millions
Operating cash flows	5 759
Investment in capital expenditure (net of disposal proceeds)	(2 889)
Finance costs	(3 149)
Funding of group companies	(1 855)
Dividends to shareholders	(1 621)
Other (share incentives, tax, etc)	(385)
Amount funded by increased debt	4 140

- 11 At 31 March 2018, the Company's lenders (on a bilateral basis) had advanced debt facilities totalling c.R12.7 billion (including trade finance related to the purchase of maize of R930 million) based on *inter alia* their reliance on the audited annual financial statements.
- 12 During 2018, when the Company began to report lower profitability and increasing debt levels publicly, the financial difficulties experienced by the Company became apparent. As a result of these financial difficulties, the Company faced pressure on both the headroom on its debt facilities and the financial covenant ratios contained in the various facility agreements.
- 13 In February 2019, the Company's newly appointed management initiated a strategic and financial review of its operations with a view to stabilise the business, address the high and increasing debt levels, and set the path toward acceptable returns for stakeholders. Concurrently, the Company commenced discussions with each of its lenders with respect to concluding a standstill arrangement. Following these discussions, the Company's lenders organised themselves into a lender working group ("**the South African lender group**").
- 14 During the course of 2019, concerns were raised on the appropriateness of the Company's accounting policies, the application thereof, and its accounting practices, which resulted in the financial review escalating into a forensic investigation that uncovered accounting misstatements and irregularities. The key themes of these accounting misstatements and irregularities can be broadly described as follows:
 - 14.1 revenue from sales transactions was recognised too early;
 - 14.2 certain financing transactions were misrepresented as revenue;
 - 14.3 operating expenses and losses were capitalised as if they were assets with a useful life;
 - 14.4 infrastructure obligations were either not recorded or understated;
 - 14.5 sugarcane assets were overvalued; and
 - 14.6 impairments of assets were never assessed or recorded.

- 15 As such, on 31 May 2019, the Company announced that its historical financial statements had to be restated and that reliance could no longer be placed on the financial information contained in its 2018 consolidated and separate annual financial statements.
- 16 In December 2019, the Company released its 2019 annual financial statements, including restated comparative financial information. The cumulative restatement of the Company's historical consolidated and separate financial statements resulted in a reduction in shareholders' equity of R11.0 billion and R8.29 billion respectively.
- 17 The 2019 annual financial statements also reflected that the Company's net debt as at 31 March 2018 had been restated to R10.25 billion compared to the R8.94 billion originally published, an increase of R1.31 billion.
- 18 At 31 March 2019, the Company's net debt had reduced to R9.87 billion having benefitted from the repayment of an intergroup loan owing to the Company by the Mozambique operation. However, the corresponding increase in the external debt of the Mozambique operation meant it too encountered financial difficulties and had to enter into a debt standstill agreement with its lenders and restructure its own in-country debt facilities.

DEBT RESTRUCTURE AND COVID-19 PANDEMIC

- 19 On 9 December 2019, the Company and the South African lender group concluded a restructure of its debt facilities to provide funding until 31 March 2021. The facilities totalled R12.2 billion (including seasonal facilities) and comprised the following:
 - 19.1 Senior Facility A of R9.1 billion which required the Company to conclude sufficient transactions in line with various debt reduction milestones to repay an amount of R8.1 billion before 31 March 2021. The R8.1 billion represented the portion of the debt that was considered to be in excess of what the Company could sustain from its trading activities;
 - 19.2 Senior Facility B of R2.2 billion and overdraft facilities totalling R300 million which were to fund the Company's working capital requirements;
 - 19.3 Senior Facility C of R553 million which was a seasonal facility to support working capital requirements over the peak of the milling season; and

19.4 Senior Facility D of R47 million which was a seasonal facility to support various funding requirements over the peak of the milling season.

20 In order to deliver on its commitment to repay the R8.1 billion of excess debt, the Company initiated multiple transaction workstreams and engaged extensively with interested parties concerning the following:

20.1 raising of equity capital through a rights offer or similar share issue;

20.2 disposal of an equity share in the South African sugar operation ('MillCo');

20.3 disposal of an equity share in the property portfolio ('PropCo');

20.4 disposal of the starch and glucose operation; and

20.5 disposal of the African sugar operations.

21 Despite good progress with its debt reduction obligations, the efforts were significantly hampered during 2020 and 2021 by the COVID-19 pandemic and various other factors summarised below:

21.1 DELAY IN CONCLUDING THE STARCH DISPOSAL – As a result of the COVID-19 pandemic, the purchaser of the starch and glucose operation claimed that a material adverse change had occurred in the financial performance of the business. A dispute of the facts followed which resulted in additional costs being incurred to successfully defend the claim. The closure of the transaction was delayed by some six months, resulting in additional interest being incurred.

21.2 SUGAR MILL MAINTENANCE AND CAPITAL EXPENDITURE – Although the published annual financial statements suggested otherwise, under the Company's previous management, the South African sugar operation's milling and refining assets suffered from neglected asset care practices with a lack of maintenance and minimal capital reinvestment. While the South African sugar operation was classified as an essential service and was able to operate during COVID-19, the initial lockdown period disrupted both the supply chains that supported critical maintenance

programmes and the completion of capital projects necessary to support the turnaround of the business.

- 21.3 'MILLCO' TRANSACTION NOT CONCLUDED – The 'MillCo' transaction sought to dispose of an equity share in the South African sugar operation to farmers with the combined objective of reducing debt and providing sufficient funds to reinvest in the business. While COVID-19 delayed the due diligence processes and added to economic uncertainties, the transaction was ultimately not concluded as the parties were unable to reach agreement on the valuation of the business, the equity contribution and shareholding.
- 21.4 'PROPCO' TRANSACTION NOT CONCLUDED – The 'PropCo' transaction sought to secure a strategic equity partner to help develop the Company's land portfolio. The dual objective of the transaction was to reduce debt and provide sufficient funding to invest in the infrastructure necessary to unlock the land's developable value. The potential investor's due diligence process was initially delayed by the COVID-19 pandemic. The impact of the pandemic contributed to the investor reassessing its position on investing in land with long-term returns and changing its strategy to rather invest in short-term cash generating assets. The transaction was not concluded.
- 21.5 DEPRESSED PROPERTY MARKET – The property business was negatively impacted by the change in market sentiment, demand and prices of property caused by the COVID-19 pandemic. The market is yet to recover to pre-pandemic levels.
- 21.6 RESTRUCTURING COSTS – The Company has incurred significant cost in respect of the forensic investigations, business restructuring and rightsizing costs, transaction costs in respect of asset disposals (i.e. advisors, legal, regulatory) and various debt restructuring initiatives.
- 21.7 AUDIT FEES – The Company had to incur costs to restate its annual financial statements. In addition, the fees for each subsequent audit has attracted a significant audit risk premium associated.
- 22 In November 2020, and in response to the delays in finalising the debt reduction transactions described above, the South African lender group agreed to an extension of its debt facilities from 31 March 2021 to 30 September 2021. This extended the debt reduction

milestones and allowed the Company sufficient time to progress a refinance of its remaining debt of c.R6.4 billion. Work on this refinance commenced in February 2021.

23 By 31 March 2021, the Company had concluded debt reduction transactions totalling R6.57 billion (excluding a further R507 million reduction in specific maize financing facilities that arose after the disposal of the starch and glucose operation) comprising:

- 23.1 the disposal of its starch and glucose operation (R5.16 billion);
- 23.2 the dissolution of its Tongaat Hulett Defined Benefit Pension Fund (R512 million);
- 23.3 the disposal of its shares in the sugarcane estate in Eswatini (R413 million);
- 23.4 the disposal of 9 properties comprising farms and developable land (R223 million);
- 23.5 the dissolution of its Tongaat-Hulett Pension Fund (R151 million); and
- 23.6 the disposal of its shares in Tongaat Hulett Namibia (Pty) Ltd (R111 million).

DEBT REFINANCE, SOCIAL UNREST AND DELAYED RIGHTS OFFER

24 With regards to the refinance mentioned in paragraph 22 above, a credit approved term sheet was agreed with the South African lender group and signed on 12 July 2021. The facilities would mature on 30 June 2024, and comprised the following:

- 24.1 Senior Facility A of R1.5 billion which was to be repaid from the outstanding proceeds of c.R450 million from the disposal of the starch and glucose operation that were held in escrow, as well as surplus cash flows generated by the Company, most notably dividends from the Zimbabwe operation;
- 24.2 Senior Facility B of R1.4 billion and overdraft facilities totalling R300 million which were to fund the Company's working capital requirements;
- 24.3 Senior Facility C of R2.0 billion which was to be repaid with the proceeds of an equity capital raise, and in the event that did not materialise, the disposal of the non-South African sugar assets. At the time of signing the term sheet, the Company was in

negotiations with Magister Investments Limited (“**Magister**”) for Magister to provide an underwrite of R2 billion to the equity capital raise; and

24.4 Senior Facility D of R1.2 billion which was to be repaid with the proceeds of property disposals. At the time of signing the term sheet, the Company was finalising the heads of agreement for the disposal of the long-dated residential portion of the land portfolio for c.R770 million.

25 However, in and around the negotiation and finalisation of the term sheet, the following events posed a significant impediment to the turnaround of the Company’s business:

25.1 SUGAR LOSS AT REFINERY – Operational and asset care challenges at the refinery resulted in the loss of c.27 400 tons of sugar. The financial impact of the loss to the Company was c.R369 million. Subsequently, the necessary corrective action has been taken and the refinery is currently operating normally.

25.2 SOCIAL UNREST OF JULY 2021 ON THE SOUTH AFRICAN SUGAR OPERATION – The riots negatively impacted the South African sugar operation and had a longer-term effect than just the initial ten days of unrest. While the direct loss to the business is estimated to be c.R158 million based on the loss of c.34 500 tons of sugar, the indirect costs have been far higher. The emergency shut down of the mills and refinery resulted in increased costs to carry out a “cold” restart of operations. In addition, with c.1 700 hectares of farmland under sugarcane set alight during the riots, the mills had to crush a significant volume of sugarcane that had been burnt during the riots and had degraded which caused damage to milling equipment. Overall, raw sugar production for the 2022 financial year was 463 000 tons (compared to 535 000 tons and 602 000 tons in the 2021 and 2020 financial years respectively). The related compensation from the Company’s insurance policies has not yet been received as the claims have not yet been accepted by insurers the reasons for which are under review.

25.3 SOCIAL UNREST OF JULY 2021 ON THE PROPERTY BUSINESS – In respect of the impact to the Company’s property business, the riots caused further fear and apprehension around investments into landholdings, resulting in buyers re-considering their investment decision and the cancellation of several property sales that were in progress. The municipality also shifted its focus from delivering infrastructure for new developments, to repairing damage caused by the riots, which

has stalled several sales negotiations. The final negotiations in respect of the c.R770 million property sale that was pivotal to repaying a significant portion Senior Facility D were terminated, with the riots cited as a major contributing factor.

- 26 Considering the above, and to support the business, the South African lender group agreed that the Company could retain the R450 million proceeds received from the disposal of the starch and glucose operation to support its liquidity rather than settle Senior Facility A as had been agreed in the term sheet. In response to this the quantum of the facilities in the term sheet was amended with the commitment under Senior Facility A decreasing from R1.5 billion to R1.1 billion and the commitment under Senior Facility D increasing from R1.2 billion to c.R1.7 billion.
- 27 On 17 November 2021, the Company announced a rights offer of up to R4 billion that was partially underwritten to the extent of R2 billion by Magister. The proceeds from the enlarged rights offer were intended to repay Senior Facility C as well as a substantial portion of Senior Facility D given the depressed state of the property market.
- 28 On 6 December 2021, the refinancing of the Company's debt facilities c.R6.3 billion debt was finally concluded.
- 29 On 18 January 2022, the Company's shareholders voted in favour of the resolutions necessary to proceed with a rights offer of up to R4 billion, including the waiver of the requirement for Magister to make a formal offer for all of the Company's shares in terms of the Companies Act. On 24 January 2022, the Takeover Regulation Panel ("TRP") granted the said waiver, but this was taken under review on 28 January 2022 by a consortium of shareholders. Following a hearing by the Takeover Special Committee, the TRP was asked to investigate specific concerns raised about the existence of concert parties.
- 30 On 3 June 2022, after the conclusion of the investigation, the TRP ruled that parties related to Magister (i.e. the underwriter) had dealt in the Company's shares during a prohibited period in terms of the takeover regulations, and the TRP consequently nullified the waiver it had granted previously. The TRP's ruling resulted in the Company terminating the underwriting agreement on 24 June 2022 and not being recapitalised by an expected c.R4 billion. Although Magister initially appealed the TRP ruling, their appeal was subsequently withdrawn.

LIQUIDITY SHORTFALL

- 31 While the rights offer was on hold for the regulatory processes to run their course, the Company was again faced with negative unforeseen events that placed further pressure on liquidity:
- 31.1 LOWER SUGAR SALES – In the last quarter of the 2022 financial year, there was a shift in the sales mix towards low margin bulk sugar sales to satisfy industrial demand, while cash-strapped consumers turned to “house brands” rather than the “miller brands”. The situation was made worse by an influx of these “house brands” from neighbouring Eswatini. In addition, the historical trend of a “buy-in” ahead of the inflationary price increase was muted, as customers opted to purchase additional stocks of other commodities, that were predicted to have above inflationary price increases, rather than sugar, which, based on an industry-wide commitment in line with the Sugar Masterplan, retained price increases in line with inflation.
- 31.2 FLOODING IN APRIL 2022 – Crushing capacity at the sugar mills was lost as sugarcane could not be harvested during the flooding of April 2022, and time was required to allow drying of the fields before harvesting could resume. The situation was exacerbated by additional transportation costs from the fields to the mills due to damage to the roads and railway lines. Following the resumption of sugar production, the floods had a long-lasting and negative impact on sugarcane quality which has lowered sugar production expectations for the season. The animal feeds business was also impacted as access to the by-products from sugar production, which are used in animal feed production, were not being produced by the mills. Damage to the water treatment plant and dam in Tongaat further resulted in a loss of water revenue for the Maidstone mill. In addition, damage to existing infrastructure caused by the floods, has impacted on the ability to deliver the new infrastructure necessary to support the timeous conclusion of future land sales.
- 31.3 REDUCING SUPPLIER TERMS – In June 2022, the final credit insurer that was willing to provide cover to the Company’s suppliers withdrew its support. This caused sudden and unexpected disruptions to the business, particularly the animal feeds business, while the Company renegotiated payment terms which resulted in lost sales opportunities. Generally, over recent months, supplier payment terms have been reducing and this continues to place the Company’s liquidity under pressure.

- 31.4 INCOME FROM AFRICAN SUBSIDIARIES – In the past months there have been several monetary and economic policy measures announced within Zimbabwe that have seen the pricing and cash flows of the Zimbabwe operation come under pressure. This has reduced the availability of surplus cash to support dividend and operational support fee payments from the Zimbabwe sugar operation to the Company. The repatriation of funds from Mozambique to the Company is restricted in terms of the in-country debt agreements.
- 31.5 WAR IN UKRAINE – The war between Russia and Ukraine has resulted in significant cost increases in commodities and raw materials such as coal, fertiliser and urea. With the commitment to inflation-linked sugar price increases in terms of the Sugar Masterplan, these costs increases have largely had to be absorbed by the Company.
- 32 The challenges described in paragraphs 25 and 31 above, have meant the Company's cash flow performance to 31 March 2022 was considerably worse than what had been forecast as part of the debt refinance. Consequently, a shortfall of c.R1.5 billion emerged in the Company's debt facilities available to fund the peak working capital funding requirement and to complete the 2023 financial year.
- 33 With the numerous delays and challenges described above, the turnaround initiative has taken much longer than anticipated as well as increased the overall funding requirements. These factors, together with higher interest rates associated with the Company's increased credit risk and monetary policy decisions, have resulted in finance costs of c.R2.4 billion being incurred from 1 April 2019 to 30 September 2022. To date, the South African lender group has not invoked the contractually agreed interest rate margin ratchets.

DEBT REDUCTION PLAN

- 34 From the outset, the Company's turnaround initiative was a substantial task that needed to concurrently address the high debt levels, stabilise the business operationally and resolve the accounting misstatements and irregularities. By 31 March 2022, the Company had reduced its net debt by c.39%. Despite this progress, the Company remained unable to service its residual debt, the majority (c.87%) of which is carried by the cash flows of the South African sugar operation, the property business, and dividends and operational support fees from the non-South African sugar operations.

- 35 The South African sugar operation requires a substantial reinvestment in its milling and refining assets over the next three years to compensate for a historic lack of maintenance. In addition, the proceeds from property sales are being used to settle legacy infrastructure obligations and the policy changes in Zimbabwe have reduced the certainty around future dividend income. Consequently, the Company's debt carrying capacity in South Africa is limited, and the excess debt that is unable to be serviced by the Company is currently estimated to be c.R6.3 billion. In the absence of a recapitalisation, this debt burden will continue to increase as interest accrues.
- 36 Over the past three and a half years, the South African lender group has remained supportive of the Company and has worked constructively with management.
- 37 To assist with funding the c.R1.5 billion liquidity shortfall, the South African lender group initially made the seasonal overdraft facility available earlier than anticipated in the facility agreements. Thereafter, the lenders proposed a new Borrowing Base facility of R600 million ("**Borrowing Base Facility**"), and the related agreements were concluded on 29 July 2022. The facility was initially repayable on 30 September 2022, but this was subsequently extended to 25 October 2022. The borrowing base against which this facility was made available comprises the South African sugar operation's working capital assets (namely eligible sugar inventory and eligible trade receivables).
- 38 On 23 June 2022, as part of the commitments made in terms of the Borrowing Base Facility, and after a due nomination process, the board of directors appointed a Chief Restructuring Officer, namely Mr Piers Marsden, who has been responsible for the development of a debt restructuring plan.
- 39 The debt restructuring plan considered several options, including an equity capital injection by strategic partners (based on multiple expressions of interest received from credible potential investors), and the disposal of some or all of the African operations or a combination thereof.
- 40 An initial outline of the restructuring plan was presented to the Company's board of directors on 27 July 2022, and a draft plan was presented to the South African lender group on 31 August 2022.
- 41 On 14 October 2022, the Company's board of directors approved the final restructuring plan. The restructuring plan broadly envisaged the following:

- 41.1 the disposal of the non-South African sugar operations;
- 41.2 securing a sponsor to support the capital reinvestment required by the South African sugar operation;
- 41.3 introducing a five-year debt instrument repayable through the disposal of certain of the Company's landholdings;
- 41.4 progressing the respective legal claims arising from the accounting misstatements and irregularities; and
- 41.5 aligning the Company's corporate office with the smaller operating footprint.

FINANCIAL DISTRESS

- 42 In the year to date, the Company's South African sugar operation has shown a marked improvement in operational performance relative to the previous 2021/22 season and is benefitting from the investments made in technical capability, industry expertise, and an extensive maintenance programme carried out before the start of the season. The improved operational performance has coincided with stronger commercial demand for locally produced sugar.
- 43 With the operational and cash flow performance of the Company's South African sugar operation ahead of expectations, and the Zimbabwe sugar operation starting to remit fee income to the Company, the resultant improvement in liquidity has succeeded in delaying the onset of the shortfall in debt facilities and allowed additional time to develop the debt restructuring plan. While this is a positive outcome, due to delays in concluding property sales and higher restructuring costs, the Company has not managed to reduce the peak funding requirement materially.
- 44 While sufficient interest in the Company's assets has been registered by potential purchasers, efforts to raise the balance of the liquidity requirement through the disposal of these assets has not been possible in the time available, particularly with the shareholder approvals that would be required.


- 45 Furthermore, there are existing shareholders and potential new equity investors who are willing to support the recapitalisation of the Company, subject to the existing operating footprint being retained. Whilst the quantum indicated expressed by these parties is material, it has not yet been possible to align the interests of these parties in the time available.
- 46 To secure the balance of the c.R1.5 billion liquidity requirement and ensure the completion of the 2023 financial year, the Company also initiated engagements with potential funders outside the existing lender group. While negotiations with one potential funder were well progressed, including the completion of a due diligence process, the Company was informed on 29 September 2022 that the additional funding would not be forthcoming in the immediate future.
- 47 In the absence of alternate sources of liquidity, the Company requested the South African lender group to consider providing the necessary funding to support the implementation of the restructuring plan.
- 48 On 21 October 2022, the South African lender group informed the Company that they are unable to support the restructuring plan and, by implication, the additional funding required would not be provided and the repayment date for the Borrowing Base Facility would not be extended.
- 49 The lenders have, however, indicated that, within the confines of business rescue proceedings, they are in principle agreeable to advance post-commencement funding, subject to certain conditions. These conditions include the lenders being comfortable with the appointed business rescue practitioners and the Chief Restructuring Officer being retained (subject to a co-operation agreement being reached with those business rescue practitioners).
- 50 The Company's board of directors believe that if adequate bridge funding is provided, it will be able to restructure the Company's affairs, progress the implementation of the debt restructuring plan and generate revenue to repay the Company's remaining debts over time. However, the Company has not been able to secure such funding from potential funders given its level of indebtedness and current lack of liquidity.
- 51 In light of the above, the Company is financially distressed, within the meaning of Section 128 of Chapter 6 of the Act, in that, *inter alia* –

- 51.1 it is estimated that the Company, under current market conditions, requires an amount of R1.5 billion to repay its debts and fund its working capital requirements. The Company is currently not able to generate these funds itself, nor is it able to raise it from the companies within the Tongaat Hulett group, its shareholders and/or third parties in the immediate future; and
- 51.2 it therefore appears to be reasonably unlikely that the Company will be able to pay all of its debts as they fall due and payable within the immediately ensuing six months, in terms of Section 128(1)(f)(i) of the Act.

REASONABLE PROSPECT OF RESCUE


- 52 Notwithstanding the above, the directors of the Company believe that there is a reasonable prospect of rescuing the business of the Company, if action is taken immediately and if the Company commences Business Rescue. If the Company is placed under supervision, initiatives can be taken by business rescue practitioners, when duly appointed, to take the following steps -
- 52.1 imposing an immediate temporary moratorium on all payments to creditors in terms of Section 133 of the Act;
- 52.2 engaging in discussions with various parties regarding the provision of post commencement financing and/or equity funding to the Company, in order to adequately capitalise the Company;
- 52.3 considering the possible suspension or cancellation of various contracts in terms of Section 136(2) of the Act;
- 52.4 continuous engagement with stakeholders to retain value in the Company and its assets; and
- 52.5 a restructure of, *inter alia*, the debt of the Company with its creditors.

53 Accordingly, the Company through its board of directors, is of the view that the Company is financially distressed, but that there remains a reasonable prospect of rescuing the company and accordingly that the Company should be placed in Business Rescue.



JOHN GAVIN HUDSON

I certify that this statement was signed and sworn to before me at Tongaat on this the 26 of OCTOBER 2022 by the deponent after he declared that he knew and understood the contents of this statement, that he had no objection to taking the prescribed oath and has taken the prescribed oath which he considered binding on his conscience, having complied with regulations contained in government notice R1258 of 21 July 1972, as amended.



COMMISSIONER OF OATHS

Name: **SUHAIL EBRAHIM**
LPCM NUMBER 77897
Address: **NOTARY PUBLIC & CONVEYANCER**
COMMISSIONER OF OATHS
Capacity: **PRACTISING ATTORNEY**
24 RICHEFOND CIRCLE, RIDGESIDE OFFICE PARK
UMHLANGA ROCKS 4319

ANNEXURE D - PROXY FORM

For use by the Creditors at a meeting convened in terms of Section 151 of the Companies Act to be held electronically via a video-conferencing platform on Wednesday, **14 June 2023** at **13:00** ("**Meeting**") or at any subsequent adjournment of the meeting.

I/We _____ do hereby appoint:

iii. _____; or failing him/her

ii. _____; or failing him/her

iii. the BRP, who acts as Chairman of the meeting,

as my/our proxy to act for me/us and on my/our behalf at the Meeting which will be held for the purpose of considering and, if deemed fit, voting: (indicate with an X)

1. To direct the BRPs to adjourn the meeting in order to revise the Business Rescue Plan for further consideration:

In Favour _____ **Against** _____

2. Approval of the proposed Business Rescue Plan, with or without modification:

In Favour _____ **Against** _____

SIGNED at _____ **on this** _____ **day of** _____ **2023.**

SIGNATURE

NAME

Power of Attorney / Authorising Resolution attached (where applicable)

NOTES:

1. A Creditor may insert the name of a proxy or the names of two alternative proxies of his/her choice in the space provided, with or without deleting "the Chairman of the meeting". The person whose name stands first on the form of proxy and who is present at the Meeting will be entitled to act as proxy to the exclusion of those whose names follow.
2. The form of proxy must either be:
 - i. Delivered and lodged at Amanzimnyama Hill Road, Tongaat, Kwa-Zulu Natal, 4400, to be received by not later than **17h00 on Monday, 12 June 2023**, two days prior to the meeting; or
 - ii. emailed to br@tongaat.com by not later than **17h00 on Tuesday, 13 June 2023**.
3. The completion and lodging of this form of proxy will not preclude the relevant Creditor from attending the Meeting and speaking and voting in person thereat to the exclusion of the proxy appointed in terms thereof, should such Creditor wish to do so.
4. Capitalised words not otherwise defined in this proxy form shall have the meaning ascribed to them in the Business Rescue Plan.
5. If this proxy is signed under power of attorney or on behalf of a company, such authority (i.e. power of attorney (for an individual) or authorising resolution (for a juristic person), as applicable) must accompany it.

ANNEXURE E – BRPS' REMUNERATION AGREEMENT

(ATTACHED BELOW)

16 November 2022

BUSINESS RESCUE REMUNERATION AGREEMENT

between

TREVOR JOHN MURGATROYD

and

PETRUS FRANCOIS VAN DEN STEEN

and

GERHARD CONRAD ALBERTYN

and

TONGAAT HULETT LIMITED

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BUSINESS RESCUE REMUNERATION AGREEMENT

between

TREVOR JOHN MURGATROYD

and

PETRUS FRANCOIS VAN DEN STEEN

and

GERHARD CONRAD ALBERTYN

and

TONGAAT HULETT LIMITED

1 DEFINITIONS

1.1 In this Agreement, the following words shall, unless otherwise stated or inconsistent with the context in which they appear, bear the following meanings and other words derived from the same origins as such words (that is, cognate words) shall bear corresponding meanings -

1.1.1 "**Affected Persons**" - those persons who qualify as affected persons (as defined in section 128(1)(a) of the Companies Act) in relation to the Company;

1.1.2 "**Agreed Remuneration**" - the remuneration payable by the Company to the BRPs recorded in clause 8.4 as contemplated in section 143(2) of the Companies Act, subject to the fulfilment of the Suspensive Conditions, and pursuant to, and with effect from, the occurrence of the Contingency Event;

1.1.3 "**Agreement**" - this agreement between the Parties, *inter alia*, for the payment by the Company to the BRPs of remuneration;

1.1.4 "**Albertyn**" – Gerhard Conrad Albertyn, with identity number: 8309195128084, being an experienced business rescue practitioner, licensed as such under and in terms of section 138(1)(b) of the Companies Act, read with section 138(2) thereof, by the Commission;

- 1.1.5 **"Bank Account"** - the Bank Account of the BRPs' Nominated Entity with the following details –
- Bank: Standard Bank
Accountholder: Metis Strategic Advisors Proprietary Limited
Account Number: 301934835
Branch Code: 051001
- 1.1.6 **"Board"** - the board of directors of the Company, from time to time;
- 1.1.7 **"BRPs"** - Murgatroyd, van den Steen and Albertyn, being the persons appointed in accordance with the applicable provisions of the Companies Act as the joint business rescue practitioners of the Company and of the Subsidiary;
- 1.1.8 **"BRPs' Nominated Entity"** - the entity which each BRP may nominate from time to time, to which that BRP's entitlement to his share of the BRPs' Remuneration will be paid;
- 1.1.9 **"BRPs' Remuneration"** - the total remuneration payable by the Company to the BRPs as set out in this Agreement;
- 1.1.10 **"Business Day"** - every day of the week other than a Saturday, Sunday or South African public holiday;
- 1.1.11 **"Business Rescue"** - the business rescue proceedings of the Company from the Commencement Date to the date of termination in accordance with chapter 6 of the Companies Act;
- 1.1.12 **"Business Rescue Plan"** - the business rescue plan finally adopted in respect of the Company in terms of the Companies Act;
- 1.1.13 **"Commencement Date"** - 27 October 2022;
- 1.1.14 **"Commission"** - the Companies and Intellectual Property Commission established by section 185 of the Companies Act;

- 1.1.15 "**Company**" – Tongaat Hulett Limited, with registration number 1892/000610/06, being a public listed company incorporated and carrying on business in accordance with the company laws of South Africa, presently under business rescue with effect from the Commencement Date;
- 1.1.16 "**Companies Act**" - the Companies Act, 71 of 2008, as amended;
- 1.1.17 "**Companies Act Regulations**" - the Regulations to the Companies Act, namely, those Regulations published under GNR.351 in Government Gazette 34239, dated 26 April 2011;
- 1.1.18 "**Contingency Event**" - the holding of the first meeting of the creditors of the Company pursuant to the Business Rescue;
- 1.1.19 "**Contingency Event Date**" - 8 November 2022;
- 1.1.20 "**CPI**" - as at any date means the Consumer Price Index in respect of all areas and for all items as published by Statistics SA (or its successor) in statistical release P0141 for the month immediately prior to the month in which that date occurs; provided that, if the Consumer Price Index is no longer published, the Parties shall agree in writing an alternative index and, failing such written agreement within 30 days after it is requested by any Party, such alternative index shall be the index which is most similar thereto and which shall be selected by the auditors of the Company;
- 1.1.21 "**Group**" – the Company and all of its direct and indirect Subsidiaries (as such term is defined in the Companies Act) and any other company in which the Company and/or any of its direct and indirect Subsidiaries holds a shareholding interest;
- 1.1.22 "**Metis**" - Metis Strategic Advisors Proprietary Limited (registration number 2015/220685/07) being a company incorporated and carrying on business in accordance with the company laws of South Africa;

- 1.1.23 **"Murgatroyd"** - Trevor John Murgatroyd, with identity number: 6211115087089, being a senior business rescue practitioner, licensed as such under and in terms of section 138(1)(b) of the Companies Act, read with section 138(2) thereof, by the Commission;
- 1.1.24 **"Parties"** - the parties to this Agreement, being the Company and the BRPs;
- 1.1.25 **"PCF"** - the provision to the Company of post-commencement finance as envisaged in section 135(2) of the Companies Act;
- 1.1.26 **"Prime Rate"** - the rate of interest (nominal annual compounded monthly in arrears) from time to time published by the Standard Bank of South Africa Limited as its prime overdraft lending rate (a certificate from any manager of that bank, whose appointment or authority need not be proved, as to the prime rate at any time and the usual way in which it is calculated and compounded at such time shall, in the absence of manifest or clerical error, be final and binding on the parties);
- 1.1.27 **"Rand"** or **"R"** - South African Rand, the lawful currency of South Africa;
- 1.1.28 **"Signature Date"** - the date of the last of the signatures to this Agreement;
- 1.1.29 **"South Africa"** - the Republic of South Africa;
- 1.1.30 **"Subsidiary"** – Tongaat Hulett Developments Proprietary Limited (registration number 1981/012378/07) being a company incorporated and carrying on business in accordance with the company laws of South Africa, being the holding company of the Company;
- 1.1.31 **"Surviving Provisions"** - clause 1, 18, 19 and any other provisions of this Agreement which are expressed to continue in force after termination or which by necessary implication must continue after termination;
- 1.1.32 **"Suspensive Conditions"** - the suspensive conditions in clause 4;

- 1.1.33 "van den Steen" - Petrus Francois van den Steen, with identity number: 681107 5024 087, being a senior business rescue practitioner, licensed as such under and in terms of section 138(1)(b) of the Companies Act, read with section 138(2) thereof, by the Commission;
- 1.1.34 "VAT" - value-added tax levied in terms of the VAT Act;
- 1.1.35 "VAT Act" - Value-added Tax Act, 89 of 1991, as amended; and
- 1.1.36 "**Werksmans**" – Werksmans Incorporated, practising as such at, *inter alia*, 96 Rivonia Road, Sandton, Johannesburg.
- 1.2 In this Agreement –
- 1.2.1 references to a statutory provision include any subordinate legislation made from time to time under that provision and includes that provision as modified or re-enacted from time to time;
- 1.2.2 words importing the masculine gender include the feminine and neuter genders and vice versa; the singular includes the plural and vice versa; and natural persons include artificial persons and vice versa;
- 1.2.3 references to a "person" include a natural person, company, close corporation or any other juristic person or other corporate entity, a charity, trust, partnership, joint venture, syndicate, or any other association of persons;
- 1.2.4 if a definition imposes substantive rights and obligations on a Party, such rights and obligations shall be given effect to and shall be enforceable, notwithstanding that they are contained in a definition;
- 1.2.5 any definition, wherever it appears in this Agreement, shall bear the same meaning and apply throughout this Agreement unless otherwise stated or inconsistent with the context in which it appears;
- 1.2.6 if there is any conflict between any definitions in this Agreement then, for purposes of interpreting any clause of the Agreement, the definition appearing

in that clause shall prevail over any other conflicting definition appearing elsewhere in the Agreement;

- 1.2.7 where any number of days is prescribed, those days shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a Business Day, in which event the last day shall be the next succeeding Business Day;
- 1.2.8 where the day upon or by which any act is required to be performed is not a Business Day, the Parties shall be deemed to have intended such act to be performed upon or by the next succeeding Business Day;
- 1.2.9 any provision in this Agreement which is or may become illegal, invalid or unenforceable in any jurisdiction affected by this Agreement shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be treated as having not been written and severed from the balance of this Agreement, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction;
- 1.2.10 the use of any expression covering a process available under South African law (such as but not limited to a winding-up) shall, if any of the Parties is subject to the law of any other jurisdiction, be interpreted in relation to that Party as including any equivalent or analogous proceeding under the law of such other jurisdiction;
- 1.2.11 references to any amount shall mean that amount exclusive of VAT, unless the amount expressly includes VAT;
- 1.2.12 the rule of construction that if general words or terms are used in association with specific words or terms which are a species of a particular genus or class, the meaning of the general words or terms shall be restricted to that same class (ie the *eiusdem generis* rule) shall not apply, and whenever the word "*including*" is used followed by specific examples, such examples shall not be interpreted so as to limit the meaning of any word or term to the same genus or class as the examples given.

1.3 The expiration or termination of this Agreement shall not affect such of the provisions of this Agreement which are expressly provided to operate after any such expiration or termination, or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the relevant provisions themselves do not provide for this.

1.4 Each of the provisions of this Agreement has been negotiated by the Parties and drafted for the benefit of the Parties, and accordingly the rule of construction that the contract shall be interpreted against or to the disadvantage of the Party responsible for the drafting or preparation of the Agreement (ie the *contra proferentem* rule), shall not apply.

2 VOLUNTARY COMMENCEMENT OF THE BUSINESS RESCUE AND THE APPOINTMENT OF THE BRPS

2.1 On the Commencement Date –

2.1.1 the Board resolved that the Company voluntarily commence business rescue proceedings, and appointed the BRPs as the business rescue practitioners of the Company; and

2.1.2 the board of directors of the Subsidiary resolved that the Subsidiary commence business rescue proceedings, and appointed the BRPs as the business rescue practitioners of the Subsidiary.

2.2 On -

2.2.1 28 October 2022, the Commission confirmed the appointment of Van den Steen and Murgatroyd as a business rescue practitioner of the Company and the Subsidiary respectively, through the stamping and return of the requisite Form CoR 123.2;

2.2.2 2 November 2022, the Commission approved the appointment of Albertyn as a business rescue practitioner of the Company and the Subsidiary

respectively, through the stamping and return of the requisite Form CoR 123.2.

2.3 Whilst the primary relevant business activities, assets and obligations of the Group fall predominantly within the Company, various cross-guarantee and other like security arrangements exist between the Company and the Subsidiary, and various lenders and other third parties, in respect of the obligations of the Company and the Subsidiary to such lenders and other third parties.

2.4 This Agreement is the remuneration agreement of the BRPs as contemplated in section 143(2) of the Companies Act. The financial arrangements in this Agreement have been designed in a manner which recognizes that the financial affairs of the Company and of the Subsidiary are in many instances inexorably linked and that consequently, the most efficient methodology to be adopted in so remunerating the BRPs, is through the Company, notwithstanding that certain of the activities they undertake in earning such remuneration, will relate to the Subsidiary.

3 STATUS OF THIS AGREEMENT AND RELATIONSHIP BETWEEN THE PARTIES

3.1 In performing their duties as the BRPs, the BRPs shall act in accordance with their obligations in terms of the Companies Act and in accordance with the terms and conditions of this Agreement.

3.2 This Agreement shall not constitute a contract of employment as between the BRPs and the Company in any way or manner whatsoever.

4 SUSPENSIVE CONDITIONS

4.1 The provisions of this Agreement (other than the Surviving Provisions which shall be unconditional and of immediate force and effect on and with effect from the Signature Date) are subject to the fulfilment of the following Suspendive Conditions by no later than 15 December 2022 –

4.1.1 the approval in terms of section 143(3)(a) of the Companies Act by the holders of a majority of the creditors' voting interests, as determined in accordance

with sections 145(4) to 145(6) of the Companies Act, present and voting at a meeting called for the purpose of considering this Agreement; and

4.1.2 the approval in terms of section 143(3)(b) of the Companies Act by the holders of a majority of the voting rights attached to any shares of the Company that entitle the shareholder to a portion of the residual value of the Company on winding up, present and voting at a meeting called for the purpose of considering this Agreement.

4.2 The Parties shall, where it is within their respective power and control to do so, use their commercial endeavours to procure the fulfilment of each of the Suspensive Conditions, specifically by taking the steps envisaged in terms of section 143(3) of the Companies Act for the purpose of seeking the approvals contemplated in section 143(3) of the Companies Act.

4.3 If the Suspensive Conditions are not fulfilled by the date contemplated at clause 4.1, the BRPs shall have the election to terminate their appointment, resign as the BRPs of the Company with immediate effect (in which event the BRPs shall notify the Company in writing immediately). Should any of the BRPs elect not to terminate this Agreement and resign as the BRPs of the Company, that BRP shall be entitled to Agreed Remuneration.

4.4 If the Suspensive Conditions are not fulfilled, no Party shall have any claim against any other Party as a result of or in connection with any such non-fulfilment (other than a claim for a breach by a party of any of its obligations under this clause 4), and the Parties indemnify each other accordingly.

5 TERM OF THE APPOINTMENT OF THE BRPS

The appointment of the BRPs took effect on the Commencement Date (from which date, subject to the fulfilment of the Suspensive Conditions, this Agreement shall be of full force and effect), and shall endure until the earlier of –

5.1 the termination of the Business Rescue as contemplated in section 132 of the Companies Act;

- 5.2 the removal of the BRPs as contemplated in section 139 of the Companies Act; or
- 5.3 the resignation of the BRPs as contemplated in clause 4.3 or otherwise.

6 STATUS OF THE BRPS

- 6.1 The Companies Act contemplates that the appointment of a business rescue practitioner for the purposes of a Business Rescue shall take place as between the business rescue practitioner (licensed as such and for that purpose by the Commission) and the company in business rescue. As such, the appointment of the BRPs is made in their names.
- 6.2 It is recorded that the BRPs have nominated Metis as their respective BRPs' Nominated Entity for the time being. In the event that any BRP wishes to nominate a new entity, he may do so on written notice to the Company, at its email address recorded in clause 19.1.1 below.
- 6.3 Notwithstanding clause 6.1, the BRPs will perform their appointment hereunder as part of their duties and responsibilities to the BRPs' Nominated Entity.
- 6.4 It is therefore agreed that –
- 6.4.1 for as long as the BRPs remain engaged with or retain an interest in the BRPs' Nominated Entity, the benefits of any and all payments due and payable to the BRPs hereunder, including, but not limited to, the BRPs' Remuneration, properly vest in and accrue to and in favour of BRPs' Nominated Entity and for that purpose the BRPs are agents of the BRPs' Nominated Entity for purposes of section 54 of the VAT Act;
- 6.4.2 the BRPs antecedently divests, cedes and assigns their right, title and interest in and to the BRPs' Remuneration in favour of the BRPs' Nominated Entity, it being expressly recorded and agreed that, should the relationship between any or all of the BRPs and the BRPs' Nominated Entity come to an end, or any or all of the BRPs choose to appoint an alternative nominee at any time after the Signature Date, the contemplated divestment, cession and assignment by the BRPs of their right, title and interest in and to the BRPs' Remuneration in

favour of the BRPs' Nominated Entity will terminate with immediate effect in respect of such BRP and the BRP shall then be entitled to divest, cede and assign his right, title and interest in and to the BRPs' Remuneration in favour of an alternative nominee of his choosing; and

6.4.3 notwithstanding clauses 6.4.1 and 6.4.2, the BRPs shall be liable in full to and in favour of the Company in relation to the discharge of their duties as the BRPs of the Company as contemplated in the Companies Act.

6.5 Each BRP warrants that he has the capacity and requisite authority to enter into and to conclude this Agreement, and in particular, that his appointment as joint business rescue practitioner of the Company will not be in contravention of section 138(1) of the Companies Act.

6.6 This clause 6 constitutes a *stipulatio alteri* (right in favour of a third party) in favour of the BRPs' Nominated Entity, capable of acceptance by the BRPs' Nominated Entity at any time.

7 THE SUCCESS OR FAILURE OF THE BUSINESS RESCUE

7.1 It is expressly recorded and agreed that –

7.1.1 the Company irrevocably and unconditionally acknowledges that it is fully cognisant of its obligations under the Companies Act and in particular, but without limiting the generality of the Companies Act, Chapter 6 thereof. The Company shall render all assistance to the BRPs as may be required by the BRPs in the discharge by the BRPs of their duties in relation to the successful Business Rescue;

7.1.2 the Company shall procure that its Board, officers and employees shall likewise render all assistance to the BRPs as may be required by the BRPs in the discharge of their duties in relation to the successful Business Rescue.

- 7.2 The Company undertakes, and shall procure that its board, the officers and employees shall also undertake, *inter alia* –
- 7.2.1 to assist the BRPs during the Business Rescue at all times, as set out in the Companies Act;
 - 7.2.2 not to enter into any contract or bind the Company in any way without the prior written consent of the BRPs;
 - 7.2.3 not to permit, in the case of the Company or misappropriate business opportunities during the Business Rescue;
 - 7.2.4 not to make any disparaging comments or remarks in any public forum about the BRPs, their professional advisors or the Business Rescue proceedings; and
 - 7.2.5 not to do anything that will jeopardise the successful Business Rescue.
- 7.3 The Company acknowledges that –
- 7.3.1 the BRPs are required by the Companies Act to investigate the affairs of the Company;
 - 7.3.2 the BRPs shall take all necessary steps as prescribed by the Companies Act to rectify any transgressions of any law;
 - 7.3.3 the role of the Board is subject to oversight by the BRPs during the Business Rescue and the Board shall report to the BRPs at all times, fully and effectually. The BRPs hereby exercise their right to delegate to the pre-existing management the BRPs powers and/or functions, subject to the continued oversight of the BRPs;
 - 7.3.4 the BRPs are required to report to the relevant authorities as prescribed in the Companies Act any fraud or attempted fraud that was committed by any person in relation to the affairs of the Company;

- 7.3.5 the Board may make no statements about the affairs of the Company or details of the Business Rescue Plan prior to the adoption thereof to any third party and all queries in relation thereto shall be required to be directed to the BRPs or whomsoever the BRPs has nominated to respond to such queries;
- 7.3.6 the BRPs have the authority to amend, suspend or, subject to procuring the requisite court order, cancel any agreements, contracts or any other obligations during the Business Rescue save for employment contracts, in accordance with the Companies Act;
- 7.3.7 the BRPs shall be responsible for authorising all payments made for and on behalf of the Company and no member of the Board or prescribed officer of the Company may make any payments to any party without the prior written consent of the BRPs; and
- 7.3.8 should the Company fail to obtain approval for the Business Rescue Plan, the Company may be placed in liquidation.

8 BRPS' REMUNERATION

- 8.1 The remuneration payable by the Company to the BRPs in terms of this Agreement shall comprise the Agreed Remuneration, as recorded in clause 8.4, and shall be applicable with effect from the Contingency Event Date.
- 8.2 In addition to the Agreed Remuneration, the Company shall reimburse the BRPs for any reasonable costs, expenses and disbursements incurred by any of them in the discharge of their duties and responsibilities such as –
- 8.2.1 travelling costs and expenses, it being noted that –
- 8.2.1.1 any travelling costs incurred by the BRPs in relation to the motor vehicle/s of the BRP shall be charged at the applicable Automobile Association of South Africa's recommended rate, excluding VAT;

- 8.2.1.2 airline travel shall be with any recognised domestic or international carrier at the applicable full economy class fare save that any flight longer than two hours shall be business class fare;
- 8.2.2 accommodation costs and expenses;
- 8.2.3 any other costs and expenses reasonably incurred by the BRPs to the extent required in order for the BRPs to discharge their duties and responsibilities.
- 8.3 The fees payable to the BRPs under and in terms of this Agreement are exclusive of all reasonable costs and expenses which may of necessity be incurred by the BRPs and/or the Company, as the case may be, in relation to the employment and/or the engagement of all professionals or other service providers advising and/or providing services to the BRPs and/or the Company for the purposes of the Business Rescue.
- 8.4 **Agreed Remuneration**
- 8.4.1 For the purposes of calculating the Agreed Remuneration, time spent by each of the BRPs shall include, *inter alia*:
- 8.4.1.1 time actually spent (without limitation) by the BRPs in acting as the BRPs of the Company subject to the completion by the BRPs of reasonable time attendance records to that effect;
- 8.4.1.2 any travelling time incurred by the BRPs in the discharge of the duties and responsibilities of the BRPs;
- 8.4.1.3 any planning, preparation and assessments completed and/or undertaken by the BRPs in the discharge of the duties and responsibilities of BRPs.
- 8.4.2 In accordance with section 143(2)(b) of the Companies Act, upon an extension in terms of section 150(5)(b) being granted, the Agreed Remuneration will include, with effect from the Commencement Date, an additional hourly amount, so as to bring (i) each of Murgatroyd's and van den Steen's individual

hourly rates to R4,400 (excluding VAT) per hour and (ii) Albertyn's individual hourly rate to R2,950 (excluding VAT) per hour.

8.5 Notwithstanding the provisions above, the Agreed Remuneration shall be increased annually on each anniversary of the Commencement Date by the CPI.

9 PAYMENT AND INVOICING

9.1 By virtue of the provisions of clause 6, all payments under and in terms of this Agreement shall be due and payable and shall be made by the Company to the BRPs' Nominated Entity into the Bank Account (the details of which may be varied by the BRPs on written notice to the Company from time to time).

9.2 The Company shall be required to pay the BRPs' Remuneration to the BRPs' Nominated Entity as follows, namely –

9.2.1 in the case of the Agreed Remuneration, the Company shall pay the Agreed Remuneration of the BRPs to the BRPs' Nominated Entity within five Business Days of the presentation of each weekly invoice (or upon agreement thereof by the BRPs, monthly) therefore, it being agreed that –

9.2.1.1 the BRPs' Nominated Entity shall provide the Company with a narration (together with all costs and expenses incurred by the BRPs) of the weekly attendances of the BRPs;

9.2.1.2 for purposes of each invoice, a week shall be the period commencing at 00h01 on every Sunday during the Business Rescue and ending at 24h00 on every succeeding Saturday during the Business Rescue; and

9.2.1.3 the BRPs' Nominated Entity shall submit each weekly invoice to the Company, marking these for the attention of the Chief Financial Officer;

9.3 It is expressly recorded and agreed that –

9.3.1 all invoices, accounts and vouchers, presented by the BRPs or the BRPs' Nominated Entity in respect of the Agreed Remuneration or reasonable costs,

expenses and disbursements, shall be paid by the Company within 5 (five) Business Days of presentation of the invoice;

9.3.2 the Company shall make payment of all amounts due to the BRPs' Nominated Entity without any deduction, setoff and/or withholding on any account, including, but not limited to, any taxes or other fees or amounts of any nature;

9.3.3 if the Company is required to deduct or withhold any amount from any amount payable by the Company to the BRPs' Nominated Entity under and in terms of this Agreement, the Company shall be required to increase the gross amount payable by the Company to the BRPs' Nominated Entity such that the BRPs' Nominated Entity receives payment of an amount equal to the amount of the applicable invoice of the BRPs' Nominated Entity.

9.4 The Company shall pay interest on any late payments by the Company to the BRPs' Nominated Entity, the applicable interest rate being the Prime Rate, from the due date of payment to the date of payment, both inclusive.

10 ENGAGEMENT BY THE BRPS OF PROFESSIONAL ADVISORS

10.1 The BRPs may retain the services of Werksmans and/or professional and other advisors to assist the BRPs during the Business Rescue, which engagement/s shall be subject to the terms and conditions of engagement letters between the Company (therein represented by the BRPs) and Werksmans and/or such other professional and other advisors.

10.2 The fees and costs of Werksmans and and/or professional and other advisors engaged to assist the BRPs during the Business Rescue are considered costs of the Business Rescue proceedings of the Company in terms of section 135(3) which are for the account of and payable by the Company.

11 OWNERSHIP

11.1 The BRPs and their professional and other advisors shall retain ownership, copyright and any other intellectual property rights, whether oral and/or tangible, as

the case may be, as well as ownership itself, of any and all working papers of the BRPs and their professional advisors.

- 11.2 The BRPs shall be permitted to use the name of the Company as a reference in any proposals or any other similar submissions of the BRPs to any prospective client/s of the BRPs.

12 **INSURANCE**

- 12.1 The BRPs shall purchase professional indemnity and related insurance from Shackleton Risk Management Proprietary Limited or any other entity acceptable to the BRPs in an amount reasonably acceptable to the BRP ("**Insurance**"), it being noted that the Insurance cover as at the Signature Date is an amount of R200 million, which shall be reviewed and if appropriate be amended at the sole discretion of the BRPs.

- 12.2 The Company shall reimburse the BRPs for the cost of and insurance premiums in relation to the Insurance, or pay such amounts directly to Metis into the Bank Account or pay such amounts directly to the relevant insurer.

- 12.3 At the request of the Company, the BRPs shall furnish the Company with –

- 12.3.1 proof of payment of all insurance premiums;

- 12.3.2 a copy of the insurance policy relating to the Insurance.

- 12.4 The BRPs shall be entitled to reduce the aggregate amount of professional indemnity and related insurance and/or nominate an alternate insurance company by written notice to the Company at their discretion.

13 **WARRANTY BY THE COMPANY**

The Company hereby unconditionally and irrevocably warrants that it is a large company as envisaged in Regulation 127(2)(b)(i) of the Companies Act Regulations, that is, the public interest score of Company, as calculated in terms of Regulation 26(2) of the Companies Act Regulations, is more than 500 (five hundred).

14 LIABILITY AND INDEMNITY

The Company hereby –

- 14.1 agrees to advance any and all expenses to the BRPs to defend litigation in any proceedings arising out of the performance by the BRPs of their duties under and terms of this Agreement; and
- 14.2 indemnifies the BRPs for any and all expenses contemplated in paragraph 14.1 irrespective of whether the Company has advanced those expenses to the BRPs.

15 EXCLUSION OF LIABILITY

- 15.1 As far as the law allows, the aggregate (total) liability of the BRPs (of any nature) to the Company, or any third party, will not exceed the proceeds of any professional indemnity cover the BRPs actually receives or that the BRPs' insurers pay to the company, or any third party.
- 15.2 This limit shall apply to liability that arises, including a liability arising by breach of contract, by a delict (including the delict of negligence) or arising by breach of statutory duty.
- 15.3 The BRPs hereby exclude any and all liability which may be described and/or characterised as indirect loss, pure economic loss and/or consequential damages.
- 15.4 The BRPs do not accept any liability for the acts, errors, omissions, or the fees of any advisers or service providers instructed by the BRPs on behalf of the Company.

16 RIGHTS AND OBLIGATIONS OF THE PARTIES IF THE BUSINESS RESCUE IS SET ASIDE FOR ANY REASON OR IS A NULLITY

- 16.1 Notwithstanding anything to the contrary in this Agreement, if the Business Rescue is set aside for any reason or is a nullity for whatever reason, the Company shall be liable to pay to the BRPs' Remuneration from the Commencement Date until the Business Rescue is set aside or is a nullity, as if the Business Rescue had not been set aside or is not a nullity, as the case may be.

- 16.2 The Company shall be required to make payment of the amounts contemplated in paragraph 16.1 within five Business Days of the date on which the Business Rescue is set aside or is a nullity, as the case may be.

17 BREACH

Should any of the Parties hereto ("**Defaulting Party**") breach any of the provisions of this Agreement, and the breach is material and the Defaulting Party fails to remedy that breach within 10 (ten) Business Days ("**Ten Business Day Period**") after receipt of a written notice from the non-defaulting party (or if it is not reasonably possible to remedy the breach within the Ten Business Day Period, within such further period as may be reasonable in the circumstances provided that the Defaulting Party furnishes evidence within the Ten Business Day Period reasonably satisfactory to the non-defaulting party, that the Defaulting Party has taken whatever steps are available to the defaulting party, to commence remedying the breach), requiring the Defaulting Party to remedy that breach, the non-defaulting party shall be entitled to –

- 17.1 seek specific performance from the Defaulting Party; and/or
- 17.2 cancel this Agreement; and/or
- 17.3 seek to recover damages from the Defaulting Party,

on the occurrence of the material breach or on the expiry of the Ten Business Day Period, as the case may be.

18 ARBITRATION

- 18.1 Save in respect of those provisions of this Agreement which provide for their own remedies which would be incompatible with arbitration, a dispute which arises in regard to –
- 18.1.1 the interpretation of; or
- 18.1.2 the carrying into effect of; or

- 18.1.3 any of the Parties' rights and obligations arising from; or
- 18.1.4 the termination or purported termination of or arising from the termination of; or
- 18.1.5 the rectification or proposed rectification of,

this Agreement, or out of or pursuant to this Agreement or on any matter which in terms of this Agreement requires agreement by the Parties, (other than where an interdict is sought or urgent relief may be obtained from a court of competent jurisdiction) shall be submitted to and decided by arbitration.

- 18.2 All disputes shall be finally determined in accordance with the Expedited Rules of the Arbitration Foundation of Southern Africa ("**AFSA**") without recourse to the ordinary courts of law, except as explicitly provided for in 18.8.
- 18.3 The Parties to the dispute shall agree on the arbitrator who shall be an attorney or senior advocate (with at least 10 years' experience) on the panel of arbitrators of AFSA. If agreement is not reached within 10 Business Days after any Party calls in writing for such agreement, the arbitrator shall be an attorney or senior advocate (with at least 10 years' experience) nominated by the Chairman of AFSA for the time being.
- 18.4 The request to nominate an arbitrator shall be in writing outlining the claim and any counterclaim of which the Party concerned is aware and, if desired, suggesting suitable nominees for appointment as arbitrator, and a copy shall be furnished to the other Parties who may, within 7 days, submit written comments on the request to the addressee of the request with a copy to the first Party.
- 18.5 The arbitration shall be held in Johannesburg and the Parties shall endeavour to ensure that it is completed within 90 days after notice requiring the claim to be referred to arbitration is given.
- 18.6 The Parties irrevocably agree that, subject to 18.7 any decisions and awards of the arbitrator –

- 18.6.1 shall be binding on them;
- 18.6.2 shall be carried into effect; and
- 18.6.3 may be made an order of any court of competent jurisdiction.
- 18.7 The Parties agree that there shall be a right of appeal against the decision of the arbitrator to an appeal panel of three arbitrators appointed by agreement between the Parties to the dispute, failing which the appeal arbitrators shall be appointed by the Chairman of AFSA.
- 18.8 Nothing contained in this 18 shall prohibit a Party from approaching any court of competent jurisdiction for urgent interim relief pending the determination of the dispute by arbitration. In respect of such proceedings, each of the Parties specifically consents to the non-exclusive jurisdiction of the High Court of South Africa (Gauteng Local Division, Johannesburg).
- 18.9 The provisions of this clause are severable from the rest of this Agreement and shall remain in effect even if this Agreement is terminated for any reason.
- 18.10 The Parties shall keep the evidence in the arbitration proceedings and any order made by any arbitrator confidential unless otherwise contemplated herein.
- 18.11 The arbitrator shall have the power to give default judgment if any Party fails to make submissions on due date and/or fails to appear at the arbitration.

19 MISCELLANEOUS MATTERS

- 19.1 Any written notice in connection with this Agreement may be addressed –
- 19.1.1 in the case of the Company to –

address : Metis Strategic Advisors Proprietary Limited
Jindal Africa Building Ground Floor, 22 Kildoon
Road, Bryanston

email : trevor@metis.co.za
peter@metis.co.za
gerhard@metis.co.za

and marked for the attention of Trevor Murgatroyd, Peter van den Steen and Gerhard Albertyn;

19.1.2 in the case of van den Steen to –

address : Jindal Africa Building Ground Floor, 22 Kildoon Road,
Bryanston

email : peter@metis.co.za

and marked for the attention of Peter van den Steen;

19.2 in the case of Murgatroyd to –

address : Jindal Africa Building Ground Floor, 22 Kildoon Road,
Bryanston

email : trevor@metis.co.za

and marked for the attention of Trevor Murgatroyd;

19.3 in the case of Albertyn to –

address : Jindal Africa Building Ground Floor, 22 Kildoon Road,
Bryanston

email : gerhard@metis.co.za

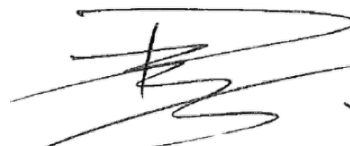
and marked for the attention of Gerhard Albertyn.

- 19.3.1 The notice shall be deemed to have been duly given –
- 19.3.1.1 five Business Days after posting (14 Business Days if the address is not in the Republic of South Africa), if posted by registered post (airmail, if available) to the Party's address in terms of sub-clause 19.1;
- 19.3.1.2 on delivery, if delivered to the Party's physical address in terms of either sub-clause 19.1 or sub-clause 19.6 before 17h00 on a Business Day, or if delivered on a Business Day but after 17h00 on that Business Day or on any day other than a Business Day, it will be deemed to have been given at 08h30 on the first Business Day after it was delivered;
- 19.3.1.3 on despatch, if sent to the Party's then e-mail address before 17h00 on a Business Day or if sent on a Business Day but after 17h00 on that Business Day, or on any day other than a Business Day, it will be deemed to have been given at 08h30 on the first Business Day after it was sent;
- unless the addressor is aware, at the time the notice would otherwise be deemed to have been given, that the notice is unlikely to have been received by the addressee through no act or omission of the addressee.
- 19.4 A Party may change that Party's address or e-mail address for this purpose by notice in writing to the other Party, such change to be effective only on and with effect from the 7th Business Day after the giving of such notice.
- 19.5 Notwithstanding anything to the contrary herein contained, a written notice or communication actually received by a Party shall be an adequate written notice or communication to that Party notwithstanding that it was not sent to or delivered at that Party's chosen address in 19.1.
- 19.6 The Parties choose the physical addresses recorded at 19.1 as the physical addresses at which documents in legal proceedings in connection with this Agreement may be served (ie their *domicilia citandi et executandi*).

- 19.7 A Party may change that Party's address for this purpose to another physical address in the Republic of South Africa by notice in writing to the other Party such change to be effective only on and with effect from the 7th Business Day after the giving of such notice.
- 19.8 Notwithstanding anything to the contrary herein contained, a written notice or communication actually received by a Party shall be an adequate service of such written notice or communication to that Party notwithstanding that it was not sent to or delivered or served at that Party's chosen *domicilium citandi et executandi*.
- 19.9 This Agreement contains all the provisions agreed on by the Parties with regard to the subject matter of the Agreement and supersedes and novates in its entirety any previous understandings or agreements between the Parties in respect thereof, and the Parties waive the right to rely on any alleged provision not expressly contained in this Agreement.
- 19.10 A Party may not rely on any representation which allegedly induced that Party to enter into this Agreement, unless the representation is recorded in this Agreement.
- 19.11 No contract varying, adding to, deleting from or cancelling this Agreement, and no waiver of any right under this Agreement, shall be effective unless reduced to writing and signed by or on behalf of the Parties.
- 19.12 The grant of any indulgence, extension of time or relaxation of any provision by a Party under this Agreement shall not constitute a waiver of any right by the grantor or prevent or adversely affect the exercise by the grantor of any existing or future right of the grantor.
- 19.13 A Party may not cede any or all of that Party's rights or delegate any or all of that Party's obligations under this Agreement without the prior written consent of the other Party.
- 19.14 This Agreement is to be governed, interpreted and implemented in accordance with the laws of the Republic of South Africa.

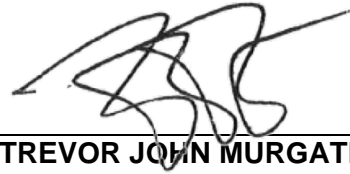
- 19.15 Subject to 18, the Parties consent to the non-exclusive jurisdiction of the High Court of South Africa, Gauteng Local Division, Johannesburg for any proceedings arising out of or in connection with this Agreement.
- 19.16 The Company shall bear the legal costs and disbursements of and incidental to the negotiation, preparation, settling, signing and implementation of this Agreement. Any costs, including all legal costs on an attorney and own client basis and VAT, incurred by a Party arising out of or in connection with a breach by another Party shall be borne by the Party in breach.
- 19.17 This Agreement may be executed in counterparts, each of which shall be deemed to be an original and which together shall constitute one and the same agreement.
- 19.18 Each of the Parties hereby respectively agrees and acknowledges that –
- 19.18.1 it has been free to secure independent legal advice as to the nature and effect of each provision of this Agreement and that it has either taken such independent legal advice or has dispensed with the necessity of doing so; and
- 19.18.2 each provision of this Agreement is fair and reasonable in all the circumstances and is part of the overall intention of the Parties in connection with this Agreement.

Signed at Johannesburg on 24 November 2022



PETRUS FRANCOIS VAN DEN STEEN

Signed at Johannesburg on 24 November 2022



TREVOR JOHN MURGATROYD

Signed at Johannesburg on 24 November 2022



GERHARD CONRAD ALBERTYN

Signed at Ballito on 28 November 2022

for **TONGAAT HULETT LIMITED (in
business rescue)**



who warrants that he is duly
authorised hereto

ANNEXURE F – LENDER PROPOSAL

(ATTACHED BELOW)



TONGAAT HULETT LIMITED (IN BUSINESS RESCUE)

TONGAAT HULETT SUGAR SOUTH AFRICA LIMITED (IN BUSINESS RESCUE)

VOERMOL FEEDS PROPRIETARY LIMITED (IN BUSINESS RESCUE)

Attention: The Business Rescue Practitioners

19 March 2023

LENDER RESPONSE TO REQUEST FOR EXTENSION OF PUBLICATION OF BUSINESS RESCUE PLAN TO 30 June 2023

1. The Lenders under the Common Terms Agreement (“**Lenders**”) withdraw the Lender proposal dated 17 March 2023 submitted to the business rescue practitioners (“**BRPs**”).
2. The Lenders do not support any further extension of the date of publication of the Business Rescue Plan. The Lenders have formulated process proposal principles (“**Lender Proposal**”) (as set out in paragraph 6 below) for inclusion in the business rescue plan (“**Plan**”) to be published by the BRPs by 31 May 2023.
3. The Lender Proposal incorporates (i) all the South African sugar assets owned by THL (“**South African Sugar Assets**”) and (ii) all the shares and claims held by THL (directly and indirectly) in and against the non-South African entities listed in Schedule 2 and, indirectly, all of the shares and claims held by each of those entities in and against their subsidiaries and joint venture entities (“**Non- South African Assets**”).
4. The Lenders have supported the Business Rescue process as one which seeks to (i) achieve an efficient rescue of THL (and its subsidiaries, excluding Tongaat Hulett Developments Proprietary Limited (“**THD**”)) and (ii) balance the rights and interests of all relevant stakeholders in the following manner:
 - 4.1. preserving as many jobs as possible;
 - 4.2. preserving the businesses of the growers as far as possible;
 - 4.3. providing a return to unsecured creditors which is better than an immediate liquidation of THL; and
 - 4.4. providing the Lenders as secured creditors with a reasonable return.

30 Baker Street Rosebank 2196
PO Box 6075 Johannesburg 2000 South Africa
Tel. Switchboard: +27 (0)11 721 9000
agencysbsa@standardbank.co.za

The Standard Bank of South Africa Limited (Reg. No. 1962/000738/06) Authorised financial services provider and registered credit provider (NCRCP15)

Directors: NMC Nyembezi (Chairman) L Fuzile* (Chief Executive Officer) LL Bam PLH Cook
A Daehnke* GJ Fraser-Moleketi Xueqing Guan* GMB Kennealy BJ Kruger Li Li¹ JH Maree
NNA Matyumza KD Moroka ML Oduor-Otieno² ANA Peterside CON³ SK Tshabalala* JM Vice

Company Secretary: K Froneman - 2023/01/01

*Executive Director ¹Chinese ²Kenyan ³Nigerian



5. Notwithstanding the Lenders' preference for an independent sale process, the Lenders note that the BRPs and the IDC are running a Strategic Equity Process (SEP) seeking investors or buyers for either the entire Tongaat Hulett sugar business or only the SA sugar business, and that final binding offers under the SEP are due on 15 June 2023.
6. The Lenders are accordingly of the view that the Plan will need to set out the process in terms of which the bids received under the SEP will be considered and adjudicated upon. The Lenders propose the Plan incorporates the following process principles relating to the possible outcomes set out below:
 - 6.1. **Outcome 1:** The SEP delivers a bid for the Tongaat Hulett sugar business (comprising the SA sugar business as well as the non-SA sugar businesses, but excluding THD) that is to the commercial satisfaction of the Lenders in their sole discretion ("**Preferred Bid**"). The BRPs to submit the Preferred Bid to the Lenders by no later than 19 June 2023 for confirmation. Against confirmation of the Preferred Bid by the requisite majority of the Lenders, the Preferred Bid to be accepted by THL. The bid and the BRPs to continue the business rescue to close and implement the sale and purchase ("**Outcome 1 SEP Transaction**"). The IDC or the successful bidder to continue providing PCF for working capital for the SA sugar business until the closing and implementation of the Outcome 1 SEP Transaction.
 - 6.2. **Outcome 2:** The SEP delivers an acceptable bid in respect of the SA Sugar assets only (the "**SA Sugar Assets Bid**"). IDC or the successful bidder to continue providing PCF for working capital for the SA sugar business until the closing and implementation of the SA Sugar Assets Bid. The BRPs to submit the SA Sugar Assets Bid to the Lenders by no later than 19 June 2023 for confirmation. Against confirmation by the requisite majority of the Lenders, THL and the BRPs to close and implement the disposal of the SA sugar assets. The Non-South African Assets to be disposed of by THL using ABSA Corporate Finance. Should the SA Sugar Assets Bid include a bid for one or more of the Non-South African Assets which is acceptable to the requisite majority of Lenders, the SA Sugar Assets Bid will include such Non-South African Asset/s and the BRPs to close out and implement such a disposal. The remaining Non-South African Assets, if any, to be disposed of using ABSA Corporate Finance.
 - 6.3. **Outcome 3:** The SEP delivers no satisfactory bids or no bids are delivered by 19 June 2023. The IDC to provide PCF to the SA sugar business pending an expedited BRP lead sale process for the SA Sugar assets closing. The Non-South African Assets to be disposed of by THL using Absa Corporate Finance.

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*Executive Director ¹Chinese ²Kenyan ³Nigerian



- 6.4. **Outcome 4:** The SEP delivers no satisfactory bids or no bids are delivered by 19 June 2023 and IDC declines to provide PCF to the SA sugar business as per 6.3 above, then liquidation ensues.

The Lenders are to be provided with updates on 2 June 2023, 9 June 2023 and 13 June 2023 on the SEP Process ahead of final binding offers being received on 15 June 2023. These updates to be comprehensive and include sight of the terms, conditions and offer prices of all bids submitted.

7. The Lenders reserve the right to acquire the Non-South African Assets against the secured debt at the offer price of the highest bid not accepted by the Lenders. This right may be exercised by the Lenders in respect of all or some of the Non-South African Assets.
8. The Lenders are available to discuss the above with the BRPs at short notice.

For and on behalf of:

The Standard Bank of South Africa Limited

(acting through its Corporate and Investment Banking division)

(in its capacity as Facility Agent)

A handwritten signature in black ink, appearing to read 'KAM' followed by a flourish.

Name: Kelly-Ann Myles

Capacity: Authorised Signatory

Who warrants her authority hereto

30 Baker Street Rosebank 2196
PO Box 6075 Johannesburg 2000 South Africa
Tel. Switchboard: +27 (0)11 721 9000
agencysbsa@standardbank.co.za

The Standard Bank of South Africa Limited (Reg. No. 1962/000738/06) Authorised financial services provider and registered credit provider (NCRCP15)

Directors: NMC Nyembezi (Chairman) L Fuzile* (Chief Executive Officer) LL Bam PLH Cook
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Company Secretary: K Froneman - 2023/01/01

*Executive Director ¹Chinese ²Kenyan ³Nigerian

ANNEXURE G - EXISTING LITIGATION AND ALTERNATIVE DISPUTE PROCEEDINGS

Plaintiff/ Defendant/ Applicant/ Respondent	Description	Status	Quantum
THL (Plaintiff) Against Ex-Directors Staude, Munro and Slabbert	Recovery: For losses suffered from the findings of the PwC forensic report.	The pleadings in the matter have not closed as yet. The current status is that Staude and Slabbert have pleaded and THL has replicated. Once this is resolved we expect that pre-trial processes will only be finalised towards the middle of 2023 , where after we will likely seek a date of set down.	R450m
Ex-Directors	Criminal matter	SA – At the seven accused’s last appearance on 24 July 2022, the matter has been transferred to the High Court and racketeering has been added to the charges. The matter continues to follow the criminal court processes with THL actively involved in providing information to the NPA for the prosecution. Zimbabwe - PwC is assisting compiling the information to assist the police to hand over the investigation to the prosecuting authorities in Zimbabwe. The PwC team will be visiting the Zimbabwe operation to provide further assistance to the police.	n/a
THL (Plaintiff) against Hollard Insurance Company Limited / Global	Recovery: Insurance claim for damages suffered as a result of the failure of a diffuser	The claim is based on 2 Insurance Policies which it contends covered an insurable event, namely the failure of the diffuser at its Xinavane expansion project. Both parties have exchanged Heads of Argument on this point and we await the allocation of a Court date.	R52m

Alliance or Global Alliance Insurance			
THL (Plaintiff) against Emerald Insurers	Recovery: Business Interruption Claim against insurers for closure during KwaZulu-Natal riots	TH Refinery and mills in question were closed down as a consequence of the damage and looting activity in KwaZulu-Natal during July 2021. The loss or damage was described as being in close proximity to the mills thereby preventing any free or safe access to and from the sites. TH lodged a claim under the Riot Wrap Policy with Emerald Insurers which has been repudiated based on no actual damage preventing access to the facilities. Attempts to settle the matter have been unsuccessful. Summons has been issued and the matter is being defended.	R105m
THSSA (Respondent) together with other sugar manufacturers in a complaint investigated by the Competition Commission of SA ('CCSA')	THSSA	The CCSA commenced with an investigation into complaints of excessive pricing lodged by CCBSA. THS cooperated with the Competition Commission's investigation into the CCBSA complaint and provided relevant information to the Commission where requested to do so. The Commission completed its investigation into the complaint in July 2021 and decided not to refer the complaint to the Competition Tribunal for adjudication. CCBSA has brought a review application. Further CCBSA has requested that the application be "transferred" to the Competition Appeal Court. The Respondents have replied that there is no provision in the Competition Act for a "transfer" and any such application will be opposed.	Fine of 10% of turnover
THL (Plaintiff) against GR Cane Haulage	Recovery & counterclaim: Diversion Overcharge [THSSA]	THS SA instituted an action against GR Cane Haulage – the claim is for GR Cane having charged the incorrect rate and not having deducted the growers' portion during the 2015 Darnall/Maidstone diversion. GR Cane has brought a counterclaim for, inter alia, penalties, tolls and damages for mill inefficiencies. A pre-trial conference has been held, and dates for the delivery of a number of procedural notices were set. The matter has, however, been placed on hold given the unavailability of Tongaat witnesses. Attempts to settle the matter continue.	R2.9m

THL (Defendant) in a claim by Viven Naidoo	Civil action instituted [THL]	The Plaintiff instituted a claim in relation to services allegedly rendered in terms of a Fixed Term Contract. The Pleadings have closed and the parties have agreed to file a joint list of issues to be determined and witness summaries in terms of Rule 37A whereafter the Plaintiff and/or the Defendant will be in a position to apply for a trial date.	R550k
THSSA (Plaintiff) against Ex-employee Mara Moyolo	Fraud [THSSA]	Recovery against the employee who defrauded the company over an extended period. She was dismissed in 2019. The matter is proceeding.	R10m
THSSA (Defendant) in a claim by Amanda Randeira	Civil action instituted [THSSA]	The Plaintiff instituted a delictual claim against Tongaat Hulett Sugar South Africa and an ex-employee in the amount of some R31m in relation to employment issues. The matter continues to be defended.	R32m

Source: The Company's litigation register updated as of 24/05/2023

ANNEXURE H – AFSA-SARIPA RULES

(ATTACHED BELOW)



THE AFSA-SARIPA RULES FOR THE RESOLUTION OF DISPUTES IN BUSINESS RESCUE PROCEEDINGS

1. THE RULES: STATUS AND PURPOSE

- 1.1 These Rules have been established and endorsed by the Arbitration Foundation of South Africa (AFSA) and the South African Restructuring and Insolvency Practitioners Association NPD (SARIPA) for the purpose of resolving disputes arising in connection with business rescue proceedings.
- 1.2 AFSA and SARIPA share joint oversight over the administering Secretariat and the Panel of Arbitrators identified in these Rules and may jointly supplement or amend these Rules from time to time as circumstances dictate.
- 1.3 Such joint oversight is exercised through the AFSA-SARIPA Business Rescue Division within the AFSA corporate structure.

2. SUPERVISION OF THE AFSA SECRETARIAT

- 2.1 The AFSA-SAPIRA Secretariat is the administering authority appointed by the AFSA Business Rescue Division to supervise and administer the resolution of disputes under these Rules.
- 2.2 Parties to any dispute undertake to co-operate with the AFSA Secretariat in order to assist it in its functions. Parties further undertake to deal with any requests made to them by the Secretariat quickly and constructively.
- 2.3 The address of the AFSA Secretariat is c/o AFSA at 1st Floor, Grindrod Tower, 8A Protea Place, Sandown, or PO Box 653007, Benmore, 2010, Telephone no. (011) 320-0600, Docex 143, Randburg.
- 2.4 All communication with the AFSA Secretariat may be effected by email or online.
- 2.5 Any communications between the parties and the arbitrator should take place through the AFSA Secretariat, which is always available to assist the parties with their queries concerning procedural aspects of the dispute and in clarifying issues arising out of these Rules.

3. INITIATING DISPUTE RESOLUTION

- 3.1 Any party to a dispute (the claimant) shall initiate the dispute resolution procedure by submitting the REQUEST FOR ARBITRATION in the form set out in Appendix A accompanied by payment of the claimant's share of the Secretariat's management and administration fee of R15 000.00 (fifteen thousand Rand).

- 3.2 The claimant must simultaneously transmit a copy of the REQUEST FOR ARBITRATION to the Business Rescue Practitioner and to any other party against whom the claimant also seeks any relief or order.

4. **INTERRUPTION OF PRESCRIPTION**

- 4.1 The simultaneous transmission of the REQUEST FOR ARBITRATION in proper form to the Secretariat and to the BRP and any other person against whom any relief or order is sought shall interrupt the running of prescription subject to 4.3 below.
- 4.2 The date of interruption shall be the date of receipt by AFSA of the REQUEST FOR ARBITRATION but subject to 4.3 below.
- 4.3 Prescription shall only be interrupted in this manner if the AFSA Secretariat accepts the REQUEST FOR ARBITRATION and if the claimant thereafter prosecutes the claim to finalisation under these Rules without falling into default.

5. **ACCEPTANCE OR REJECTION OF THE REQUEST FOR ARBITRATION**

- 5.1 The Secretariat, if satisfied:

- 5.1.1 that the REQUEST FOR ARBITRATION has been completed in proper form and that payment of the claimant's share of its management and administration fee has been made; and
- 5.1.2 that the dispute falls within the terms of the reference to arbitration contained in the Business Rescue Plan,

shall accept the REQUEST FOR ARBITRATION and must notify the parties that it has referred the matter to arbitration and that the steps set out in the rest of the Rules will follow.

- 5.2 If the REQUEST FOR ARBITRATION does not comply with the requirements of 5.1 above the Secretariat will refuse the request to arbitrate in which case if the deficiency can be rectified, and is rectified, the REQUEST FOR ARBITRATION may be re-submitted.

6. **RESPONSE BY THE BRP**

Within ten business days from the date of receipt by the BRP, the BRP shall simultaneously transmit to the claimant, the Secretariat and any implicated person the BRP's response to Appendix A to the REQUEST FOR ARBITRATION, such response to be marked Appendix B and in which:

- 6.1 the BRP must either confirm as accurate or otherwise correct the information set out in paragraphs 1 – 4 and 6 of Appendix A;

- 6.2 the BRP must answer the claimant's claim as set out in paragraph 5 of Appendix A by way of a brief written statement indicating which statements made in support of the claim in paragraph 5 of Appendix A are admitted and which parts are denied, and why they are denied, further showing clearly and concisely the reasons and contentions which are relied upon to refute the claimant's claim;
- 6.3 Appendix B shall be accompanied by payment of the BRP's share of the Secretariat's management and administration fee of R15 000.00 (fifteen thousand Rand) plus VAT.

7. RESPONSE BY ANY OTHER IMPLICATED PARTY AND COUNTERCLAIMS

- 7.1 The provisions of Rule 6 will separately apply to any party against whom any claimant seeks an order whether separately from or in addition to any relief sought against the BRP.
- 7.2 In the event that the BRP or other implicated party seeks relief against the claimant for any reason the grounds for such reciprocal claim shall also be concisely set out together with such relief as is sought.

8. MEDIATION

Should both parties agree, or should the AFSA Secretariat so direct, the dispute will first be referred to mediation for a quick and amicable resolution. In such an instance the Secretariat will make the necessary arrangements for the mediation and will appoint the mediator. The Secretariat will issue directions as to the process to be followed.

9. SELECTING THE ARBITRATOR

- 9.1 Unless the parties have notified the Secretariat within four business days of the claimant transmitting the REQUEST FOR ARBITRATION that they have selected a particular arbitrator on the approved Panel of Arbitrators the Secretariat will select an arbitrator from the Panel.
- 9.2 The arbitrator, whether selected by the parties or by the Secretariat, must confirm that he or she is not conflicted in any way and is able to deal with the matter without delay and has signed the AFSA Code of Conduct for Arbitrators.

10. OBJECTION TO ARBITRATOR'S APPOINTMENT, RECUSAL AND REPLACEMENT

- 10.1 In the event that any party has a substantive objection to the appointment of a particular arbitrator or to the conduct of the arbitrator thereafter that party must inform the Secretariat within three days following notification of the appointment or following it first becoming aware of the conduct which is the subject of complaint. The Secretariat

will rule on the merits of the objection and either set aside the arbitrator's appointment or confirm same and its decision is final.

- 10.2 An arbitrator shall recuse himself or herself when, due to physical, mental, or other disability, he or she becomes incapable properly to perform his or her duties, and in circumstances which would require a judicial officer to recuse himself or herself.
- 10.3 The Secretariat shall be entitled, after a written or oral hearing (as directed by the Secretariat) of the parties and the arbitrator, to terminate the appointment of an arbitrator on the grounds that he or she has become disqualified from acting or continuing to act in terms of these Rules, or his or her inability or refusal to act, or that he or she has failed timeously and effectively to perform any of his or her functions as arbitrator.
- 10.4 Where the position of arbitrator falls vacant for any reason the Secretariat will appoint a substitute arbitrator who shall have the power to act in the arbitration and make an award as if originally appointed and the substitute arbitrator may proceed on the evidence recorded in the proceedings before his or her appointment or may make re-call for further examination the person/s who gave such evidence.

11. SECRETARIAT'S NOTIFICATION TO THE ARBITRATOR

- 11.1 The Secretariat must immediately notify the arbitrator of his or her appointment, confirm and approve the fees chargeable by the arbitrator and transmit to the arbitrator Appendix A and Appendix B for the immediate attention of the arbitrator.
- 11.2 The Secretariat must arrange an initial meeting between the arbitrator and the parties as quickly as possible following the arbitrator's appointment.

12. THE INITIAL MEETING AND TIMETABLE

- 12.1 The purpose of the initial meeting is to allow the arbitrator after consultation with the parties to decide whether the fair and expeditious determination of the dispute:
 - 12.1.1 requires further elaboration of the claim or the response and, if so, in what respects;
 - 12.1.2 requires the production of books or documents and if so which books or documents must be produced;
 - 12.1.3 permits the submission of evidence and contentions upon which the parties rely in written form and without the need for oral presentation.

12.2 In determining the procedure for the determination of the dispute the arbitrator:

12.2.1 must draw up a timetable for the progress of the matter to finalisation and notify the Secretariat of the timetable;

12.2.2 must give priority to the need for the expedited determination of the dispute and to a cost-effective process; and

12.2.3 if the substance of the proceedings involves a review of any decision, act or ruling of the Business Rescue Practitioner then the proceedings should be conducted by way of written evidence and submissions save for oral argument;

12.2.4 in choosing the appropriate procedure to be followed the arbitrator must be satisfied that each party will (barring default) enjoy a fair and equal opportunity to present its case.

13. **PAYMENT OF THE ARBITRATOR'S FEES AND CHARGES**

13.1 The fees and charges of the arbitrator will be paid by the Secretariat to the arbitrator and it is the obligation of the parties to pre-pay the Secretariat the invoiced amount of such fees and charges on demand.

13.2 In the event of the failure by any party to pre-pay such amount the provisions of Rule 13 will apply to the defaulting party and the other party or parties will, in the interim, be called upon to pay the deficit.

14. **ARBITRATOR'S POWERS IN THE EVENT OF DEFAULT**

Should any party to the proceedings:

14.1 fail to pay the Secretariat's management and administration fee; or

14.2 fail to pay the amount invoiced for that party's share of the arbitrator's fees and charges; or

14.3 fail to comply with the provisions of these Rules notwithstanding prior warning by the Secretariat or by the arbitrator; or

14.4 fail to carry out the terms of any ruling or directive of the arbitrator or the Secretariat; or

14.5 is guilty of delaying conduct so as to give rise to a substantial risk of serious prejudice to the other party or parties,

then:

- 14.6 where a party is in default due to failure to pay its share of any management and administration fee or arbitrator's fee when requested by the Secretariat that party will lose the right to participate in the arbitration process and the proceedings will continue to their conclusion in the absence of such party unless the arbitrator orders otherwise in the special circumstances of the case; and
- 14.7 where the default is of any other sort as itemised above the arbitrator can either:
- 14.7.1 give that party written notice that unless it remedies the default or omission within a given time, it will forfeit the right to continue to participate in the arbitration with the same consequences as set out above; or
- 14.7.2 warn the party in writing that its default or omission may make it liable to a punitive order of costs irrespective whether it succeeds in the arbitration or not and such punitive award of costs may include an order of attorney and client costs or attorney and own client costs as those expressions are understood in the Uniform Rules of Court.

15. GENERAL POWERS OF THE ARBITRATOR

- 15.1 The arbitrator shall have the widest discretion and powers allowed by law to ensure the just, expeditious, economical, and final determination of all the disputes raised in the proceedings, including the matter of costs.
- 15.2 Without detracting from the generality of the foregoing, the arbitrator shall have the powers:
- 15.2.1 to rule on his or her own jurisdiction;
- 15.2.2 to admit claims or any security or preference whether recognised under the Business Plan or not and to review and set aside a ruling of the Business Rescue Practitioner in regard to the admission or rejection of claims including the power to admit a rejected or partially rejected claim or any security or preference;
- 15.2.3 to deal with cases of default in accordance with the powers conferred upon the arbitrator in terms of these Rules;
- 15.2.4 to make any ruling or give any direction mentioned in these Rules or as he or she otherwise considers necessary or advisable for the just, expeditious, economical and final determination of all the disputes raised on the pleadings, including the matter of costs;
- 15.2.5 to extend before or after their expiry, or abbreviate any time limits provided for in these Rules or by his or her rulings or directions;

15.2.6 to order any party who is a claimant, or claimant under a counterclaim, to furnish security for costs in respect of his claim or counterclaim;

15.2.7 to allow (but only with their express written consent) other parties to be joined in the arbitration proceedings, and to make an award on all issues submitted by all parties, including parties so joined;

15.2.8 to make an order as to costs and

15.2.9 to make any settlement agreement concluded between the BRP, claimant and any other party to the arbitration proceedings, an award which will have the same effect as an award made at the conclusion of the arbitration proceedings.

16. INTERLOCUTORY MATTERS AND TEMPORARY ORDERS

Should the need arise for any party to seek interim or temporary relief before the arbitration is finalised, that party may apply to the arbitrator to grant such interlocutory order or give the required temporary relief and the arbitrator shall have the same power to do so as if the matter were one heard by a Judge of the High Court save that if by law such power or order cannot be exercised or given by an arbitrator then, and then only, should the parties refer such matter to an appropriate Court.

17. THE AWARD

17.1 The arbitrator must give his/her award within thirty days after finalisation of the proceedings unless the parties otherwise agree or unless the AFSA Secretariats permits an extension of that time.

17.2 The arbitrator's award must be published to the parties in an appropriate fashion as determined by the AFSA Secretariat.

17.3 Unless the parties have in writing instructed the AFSA Secretariat otherwise at any time before the final award is given, there shall be no right of appeal from the award. In cases where the AFSA Secretariat has been instructed otherwise, the appeal provisions contained in Article 22 of the AFSA Rules for Commercial Arbitrations will apply.

18. NON-LIABILITY OF AFSA-SARIPA DIVISION, THE SECRETARIAT AND THE ARBITRATOR

The AFSA-SARIPA Division and its Secretariat shall not be liable to any party for any act or omission relating to an arbitration conducted under its aegis, and shall have no liability or responsibility towards the parties or to any arbitrator in respect of any arbitration commenced under the aegis of the AFSA-SARIPA

Division but not completed according to these Rules. An arbitrator appointed by the AFSA-SARIPA Division shall not be liable for any act or omission relating to an arbitration in which he or she was the arbitrator, except in the case of deliberate misconduct.

ANNEXURE I – SUGAR INDUSTRY CONSIDERATIONS

The BRPs have compiled the below summary subsequent to developing their own understanding of the industry, the key challenges that it faces and finally reflecting on the unique challenges faced by THL before and during the Business Rescue process. The following are the relevant observations:

1. Before exploring industry related matters, it is worth noting that the distress within THL – specifically in South Africa – has been a long time in the making. Various accounting irregularities applied over a number of years had the effect of overstating both the profitability and debt carrying capacity of THL’s SA Sugar operations. In THL’s situation, this was made easier on the back of its unique and vast property development business. It is public knowledge that multiple legal claims are being pursued in order to bring some accountability for the impact of these past practices. This is a matter specific to THL and was not influenced by, or any consequence of, the broader matters faced by the industry a whole - as are explored below.
2. By way of context, the South African sugar industry comprises approximately 23 000 registered sugarcane growers in KwaZulu-Natal and Mpumalanga. Sugar is manufactured by six milling companies with 12 sugar mills operating in these cane growing regions. The industry produces an estimated average of 2.0 million tons of sugar per season. About 1.5 million tons of this sugar is marketed in the Southern African Customs Union (“SACU”) and the remainder is exported as raw sugar to markets in Africa, Asia and the Middle East where it is further processed for direct consumption. The sugar industry is regulated by the South African Sugar Association (“SASA”) under the Sugar Act and the Sugar Industry Agreement (“SIA”).
3. Commercially, the South African sugar industry operates a revenue sharing model whereby the proceeds from the sale of brown and refined sugar in the local SACU market (accounted for at agreed notional prices), the proceeds from the export of raw sugar and the proceeds from the sale of molasses are pooled together and allocated between sugar millers (c.36%) and sugarcane growers

(c.64%). The impact is that every miller across the industry receives the same weighted average price for the sugar it produces, and every grower in the industry is paid the same price for the cane they delivers to the mill.

4. Within the industry, some millers have the added ability to produce refined sugar, while others do not. All millers have invested in the capability to produce and package sugar for local market consumption to various extents and that which they are unable to sell on the local SACU market is kept in raw sugar format and is exported by SASA for further reprocessing. Some millers have established strong brands, while others have not. These factors all contribute to the extent to which a particular miller is able to supply the local SACU market and deliver to SASA for the export markets.
5. In order to clear the surplus from the industry's total production of circa 2 million tons after supplying the needs of the SACU market of circa 1.5 million tons and ensure all millers and growers alike share equally in all markets, the industry has established a 'redistribution mechanism'. In terms of the redistribution mechanism, the sugar millers are allocated a pro-rata share of the refined and brown local sugar markets based on their saleable sugar production. Where a sugar miller sells sugar in excess of its proportional local market entitlement (i.e. an overseller), it is required to pay SASA an amount for this excess sugar sold (at the notional price, net of a manufacturing allowance). SASA in turn redistributes this to the sugar millers who have sold less than their entitlement (i.e. an underseller).
6. Typically, the underseller would supply more raw sugar for export and every miller is paid their pro-rata share of the export proceeds regardless of whether or not their physical sugar was exported. Without the redistribution mechanism, the underseller would only have access to export markets where price realisations are typically significantly lower than those of the local SACU market.
7. THL, with its large capacity to produce refined sugar, currently supplies all of its sugar into the local SACU market and is consequently a large overseller in the refined market. Gledhow sugar mill is also an overseller of refined sugar. It is

also probably not a coincidence that the two South African large over-seller refined sugar producers are both in Business Rescue. The volatility in these payments, which are based on the forecast year to date adjustment approach, and the absolute quantum of these redistribution payments, ensure that they have a material impact on cashflow needs and cost and were (*inter alia*) a significant contributor to the R1.5 billion facility THL required in the build-up to its Business Rescue proceedings.

8. The reasons for SA Sugar's weak historic performance roughly falls into three categories, namely 1) company-based factors, 2) external factors and 3) industry-based factors.
9. Company-based factors arise in large part due to management practices prior to 2019 (which are, as noted, the subject of litigation) which are being addressed internally and deal largely with strategy, structure, operational improvements (recapitalisation of the plant and equipment being a key focus) and efficiencies. Post the sugar loss at the refinery in March 2021, management secured additional sugar industry expertise and began the journey to reinvest in the maintenance of the plant through the introduction of a three-year planned maintenance programme. The continuation of this initiative is now a joint effort by BRPs and management and consists of various work streams. It is a process that requires investment and interventions across the sugar value chain. These work streams are all either under development or already under way.
10. The external factors comprise primarily severe drought conditions in the 2015/16 season, the introduction of the Health Promotion Levy in the 2017/18 season, delays in revising the import duty upwards followed by a period in 2017 where there was zero import duty applied and c.500 000 tons of sugar was imported, and more recently the impact of both the civil unrest and then the flooding in KwaZulu-Natal.
11. The purpose of this section is, however, largely to share some notes on the industry-based factors for consideration by Affected Persons – in particular those directly involved in the sugar industry – to hopefully help shape an agenda

for discussions towards finding viable and sustainable solutions in the sugar industry as a whole by addressing and resolving these factors.

12. A key asset of THL is its Refinery which is a standalone production facility that has the capacity to produce 600,000 tons of refined sugar. Currently, it produces approximately half of the SA Sugar industry's refined sugar output. The importance to the industry was emphasised in 2022 when it greatly assisted the sugar industry as a whole by supplying the local market whilst other local refineries were facing severe operational challenges. When the refinery produces sugar in excess of its pro-rata share, THL does receive some compensation in terms of a manufacturing allowance, but this payment is only intended to cover the variable costs of production, presumably on the (not valid) assumption that all millers are running a refinery and would have had a similar fixed cost structure. When this manufacturing allowance was initially introduced in its current format around 2000, the refined sugar supply dynamics were significantly different to those that exist now and were largely in balance between the three large milling companies as described in more detail below. The process to review the manufacturing allowance has recently been added to the industry agenda, but it is considered that the review should take into account the changed supply dynamics (referred to below).

13. The South African sugar industry's refined sugar supply dynamics amongst the milling companies have changed materially since the Sugar Industry Agreement was amended in 2000 and the legislation requires an urgent intervention. Over a period of 23 years, milling companies have sold mills and refineries and some have closed and downsized refineries and the supply dynamics have materially changed. This has placed a significantly increased burden on some industry players (e.g. THL) to shoulder the weight of the South African industry's refined sugar supply with its oversell burden moving from approximately 10% of its production (when the legislation was amended in 2000) to approximately 80% of its production currently. With the reduction of refining capacity, other millers have been able to exit the refining related fixed costs entirely while THL has had to relatively increase its refined sugar production to compensate and ensure the local market is supplied.

14. This has been further exacerbated by refining costs significantly increasing without these being recovered from the market, particularly the fixed cost base has increased to compensate for changes in today's business environment, such as safety, environment and the sustainability agenda.

15. This skewed redistribution mechanism of **overselling millers** redistributing proceeds they have earned on the local SACU market to **underselling millers** with a quid pro quo of a manufacturing allowance that is non-remunerative is partly demonstrated by both the two primary large **overselling refining millers** now being in Business Rescue. Whilst discussions within the sugar industry to explore a new model and more equitable principles within the sugar industry agreement are progressing, it is imperative that a sustainable and commercially viable solution is urgently agreed to immediately address this imbalance. Any manufacturing allowance payable to the overselling refining millers needs to adequately reflect all costs of production of refining including an appropriate return on investment in the surplus refining capacity.

16. Attention should be given to the elements in the SA Sugar industry value chain and "eco system" with the sole purpose of driving efficiencies that may have evaporated over time. By way of example, (this is not an exhaustive list) a review of:

- a. all costs associated with the administration of the industry including benchmarking for services provided;
- b. costs of raw materials including cane supply. (If mills are paying a premium for cane either by way of procurement and/or logistics to assist small growers, then perhaps such premiums should be recoverable or alternatively shared by the industry); and
- c. manufacturing allowance to be commercially sensible and sustainable and consider variable and fixed costs as well as fair returns on investment.

17. Logically speaking, the imbalances that have manifested in the sugar “eco system” over the past 23 years thus need to be rectified and/or updated to better reflect current circumstances. There needs to be real urgency, but it stands to reason that there is little incentive for the majority of SASA’s members to do so, as they are net recipients of the redistribution payments. Assuming that industry dynamics will continuously change over time the Sugar Industry Agreement needs to change appropriately to accommodate the latest and ongoing prevailing conditions, which has clearly not been the case so far. Perhaps the Business Rescue proceedings of **both oversellers** needs to mark the moment in time where there is a tipping point that can finally get everyone in the industry to sit upright and work together to adapt.

18. In order to modernise the industry and endeavour to ensure its survival as well as the survival of some 15 000 small scale growers who deliver to THL mills, it is vital that the concept of redistribution is amended. It can be argued that this is in the public interest as THL is the biggest contributor to grower transformation in the industry and, should it fail, the impact on the north coast of KwaZulu-Natal would be devastating. Ultimately, THL’s sugar mills provide the refinery with a supply of high-quality raw sugar for refining, and it is critical that the refinery continues to operate in order to avoid the need for refined sugar to be imported into South Africa (which would further damage the remaining sugar industry participants through an unstructured industry unwind as seen in other sectors).