

COURT ONLINE COVER PAGE

**IN THE HIGH COURT OF SOUTH AFRICA
KWAZULU-NATAL LOCAL DIVISION,
DURBAN**

CASE NO: 2025-136677

In the matter between:

RGS GROUP HOLDINGS LIMITED

Plaintiff / Applicant / Appellant

and

**TONGAAT HULETT LIMITED IN
BUSINESS RESCUE, AND 9 OTHERS**

Defendant / Respondent

URGENT APPLICATION

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**ELECTRONICALLY SIGNED
BY:**

**Registrar of The High Court,
KwaZulu-Natal, Durban.**

**IN THE HIGH COURT OF SOUTH AFRICA
(KWAZULU-NATAL DIVISION, DURBAN)**

Case number:

In the matter between:

RGS GROUP HOLDINGS LIMITED

Applicant

and

TONGAAT HULETT LIMITED

First Respondent

(IN BUSINESS RESCUE)

TREVOR JOHN MURGATROYD N.O.

Second Respondent

PETRUS FRANCOIS VAN DEN STEEN N.O.

Third Respondent

GERHARD CONRAD ALBERTYN N.O.

Fourth Respondent

VISION INVESTMENTS 155 (PTY) LTD

Fifth Respondent

TERRIS AGRIPRO (MAURITIUS)

Sixth Respondent

REMOGGO (MAURITIUS) PCC

Seventh Respondent

GUMA AGRI AND FOOD SECURITY LTD (MAURITIUS)

Eighth Respondent

**ALMOIZ NA HOLDINGS LIMITED (UNITED ARAB
EMIRATES)**

Ninth Respondent

**THE AFFECTED PERSONS IN THE FIRST
RESPONDENT'S BUSINESS RESCUE**

Tenth Respondent

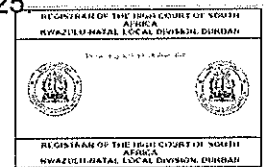
CERTIFICATE OF URGENCY

I, the undersigned,

RUAN KOTZE

do hereby certify that I am an Advocate of the above Honourable Court and that I have perused and considered the papers in this application and that it is my respectful view that the matter is of sufficient urgency to enable this Honourable Court to dispense with the requirements of the Uniform Rules of Court in relation to forms and service and to hear this matter as one of urgency on Wednesday, 3 September 2025.

DATED at CAPE TOWN on this 12th day of August 2025.



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RUAN KOTZE

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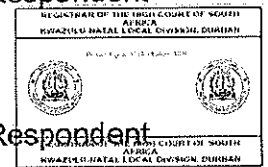
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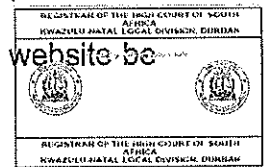


NOTICE OF MOTION

BE PLEASED TO TAKE NOTICE THAT application will be made on behalf of the abovementioned applicant on **WEDNESDAY, 3 SEPTEMBER 2025** at 09h30 or so soon thereafter as counsel may be heard for an order in the following terms:

1. That the applicant's non-compliance with the Uniform Rules of Court relating to service, time periods and forms be condoned, and the applicant be permitted to bring this application as a matter of urgency in terms of Rule 6(12);

- 1.1. In particular, that service on the tenth respondent by way of publication of this application on the first respondent's business rescue website be condoned.

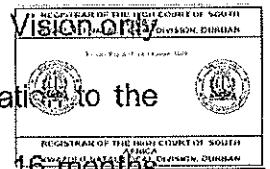


2. That the applicant be permitted to proceed with this application in terms of section 133(1)(b) of the Companies Act 71 of 2008 ("**the Act**").
3. That the second to fourth respondents ("**BRPs**") be directed in terms of section 140(3)(a) of the Act:

- 3.1. To submit a report to this Court, either in the form of one joint affidavit or three separate affidavits, by no later than ten (10) business days from the issue of this order ("**the Report**");
- 3.2. To publish the Report on the first respondent's business rescue website on the same date as it is filed with Court;
- 3.3. To include in the Report details and relevant substantiating documentation pertaining to the BRPs' knowledge of and investigations concerning the fifth to ninth respondents' ("**Vision**") funding arrangements in relation to (i) Vision's acquisition of the claims and

security previously held by the Lender Group, and (ii) the implementation of the other transactions contemplated in the business rescue plan in the first respondent's business rescue, having specific regard to:

3.3.1. The fact that while the BRPs presented to creditors, at the creditors meeting on 10 January 2024, a letter from Standard Bank dated 21 December 2023 which confirmed that Vision had "sufficient cash" to execute the transactions contemplated in the business rescue plan ("**the Standard Bank Letter**"), Vision only completed its payment to the Lender Group in relation to the acquisition of the latter's claims and security some 16 months later on 9 May 2025;



3.3.2. The authenticity of the Standard Bank proof of payment in the amount of R1 510 000 000 dated 11 January 2024 and provided to the BRPs by Vision on 24 July 2025;

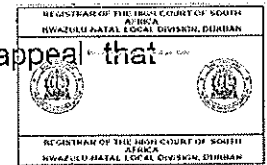
3.3.3. The fact that Vision has provided no proof of payment in relation to the payment it alleges to have made to the Lender Group in the amount of R1 730 000 000 on 9 May 2025;

3.3.4. The fact that Vision has refused to provide the BRPs with a copy of the agreement it concluded with the Lender Group pursuant to which Vision acquired the Lender Group's claims and security against the first respondent ("**the Acquisition Agreement**"), despite the BRPs having demanded a copy in terms of the Common Terms Agreement, and despite the Lender Group

having consented to the disclosure of the Acquisition Agreement;

3.3.5. The fact that Vision has refused to provide proof that it has taken unconditional transfer of all the Lender Group's claims and security against the first respondent;

3.3.6. The fact that Vision has elected not to comply with the order contained in the judgment handed down by Mr Justice Zwane on 4 July 2025 but has instead sought leave to appeal that judgment;

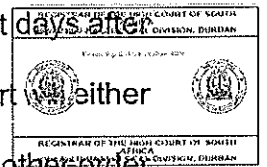


3.3.7. The question as to whether Vision obtained new financing, in lieu of the cash contemplated in the Standard Bank Letter, in order to make payment to the Lender Group in terms of the Acquisition Agreement and fund the implementation of the business rescue plan;

3.3.8. Should Vision have obtained new financing as contemplated in the preceding paragraph, the question as to whether the BRPs have interrogated the terms of such financing and any other agreement(s) that may have been concluded to ensure that (i) Vision did not obtain such financing, in whole or in part, by granting any rights over or in relation to the first respondent's assets, which rights can be exercised by Vision's funders or any other parties against or in relation to the first respondent's assets either presently or after the conclusion of the business rescue proceedings, and (ii) the terms of such financing and any other

agreement(s) that may have been concluded are not otherwise contrary to the terms of the business rescue plan or the provisions of the Act.

- 3.4. Not to take any further steps in implementing the business rescue plan relating to the first respondent's business rescue pending the submission of the Report and the Court's consideration thereof at a hearing to be enrolled by the BRPs as an interlocutory application under the abovementioned case number on the date falling six (6) court days after the Report has been submitted, and at which hearing the Court will either issue further directions, dismiss this application, or grant any other order that may be sought by any affected person by way of interlocutory notice of motion filed under the abovementioned case number pursuant to the submission of the Report.

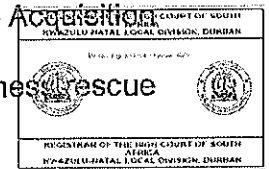


4. *In the alternative to prayer 3 above, and only in the event of this Court finding that relief under section 140(3)(a) of the Act cannot be granted, RGS seeks an order in the following terms:*

- 4.1. That the BRPs be directed to procure the following from Vision and/or the Lender Group and then to publish same on the first respondent's business rescue website immediately:

- 4.1.1. Verified proof of the payment of R1 510 000 000 made by Vision to the Lender Group on 11 January 2024;
- 4.1.2. Verified proof of the payment of R1 730 000 000 made by Vision to the Lender Group on 9 May 2025;

- 4.1.3. A copy of the Acquisition Agreement;
- 4.1.4. Copies of all previous versions of the Acquisition Agreement;
- 4.1.5. Proof that all the Lender Group's claims and security against the first respondent have been transferred to Vision unconditionally;
- 4.1.6. Confirmation as to whether Vision obtained new financing, in lieu of the cash contemplated in the Standard Bank Letter, in order to make payment to the Lender Group in terms of the Acquisition Agreement and fund the implementation of the business rescue plan;



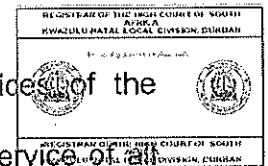
- 4.1.7. Should Vision have obtained new financing as contemplated in the preceding paragraph, written confirmation that the BRPs are satisfied that the terms of such financing and any other agreement(s) that may have been concluded (i) do not grant Vision's funders or any other parties any rights that are exercisable over or in relation to the first respondent's assets either presently or after the conclusion of the business rescue process, and (ii) are not otherwise contrary to the terms of the business rescue plan or the provisions of the Act.

- 4.2. That the BRPs be interdicted and restrained from taking any further steps in implementing the business rescue plan adopted in the business rescue of the first respondent on 11 January 2024 until they have complied with the order contemplated in paragraph 4.1 above.

5. That the costs of this application be paid by the first to fourth respondents, together with any party opposing the relief sought herein, jointly and severally the one paying the other to be absolved on scale C.
6. Further and/or alternative relief.

TAKE NOTICE FURTHER that the accompanying affidavit of **MOMADE AQUIL RAJAHUSSEN**, and the confirmatory affidavit of **IMRAN BOBAT**, shall be used in support of this application.

TAKE NOTICE FURTHER that the applicant has appointed the offices of the undersigned attorneys as the place at which it will accept notice and service of all process filed in these proceedings.



TAKE NOTICE FURTHER that the applicant agrees to accept service of all process filed in these proceedings by email at admin@boblaw.co.za.

TAKE NOTICE FURTHER that any party who intends to oppose this application must:

- (i) notify the applicant's attorneys in writing by no later than **17h00 on Monday, 18 August 2025;**
- (ii) deliver their answering affidavits, if any, by no later than **17h00 on Tuesday, 26 August 2025;**
- (iii) Provided that the above filing deadlines are complied with, the applicant will file its replying affidavit by no later than **17h00 on Friday, 29 August 2025.**

KINDLY ENROL THE MATTER FOR HEARING ACCORDINGLY.

DATED at DURBAN on this 12th day of AUGUST 2025.



BOBAT & ASSOCIATES

Per: Imran Bobat

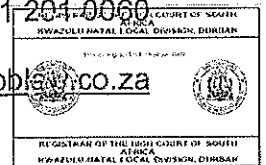
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DURBAN

Tel: 031 204 0060

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TO: THE REGISTRAR OF THE ABOVE HONOURABLE COURT
DURBAN

AND TO: THE FIRST TO FOURTH RESPONDENTS

Care of: Werksmans Attorneys

Attorneys for the Sixth to Ninth Respondents

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96 Rivonia Road

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Tel: 011 535 8248

Service by email to: dandropoulos@werksmans.com,

tboswell@werksmans.com, dhertz@werksmans.com,

sgast@werksmans.com

AND TO: THE FIFTH TO NINTH RESPONDENTS

Care of: Stein Scop Attorneys Incorporated

Attorneys for the Fifth to Ninth Respondents

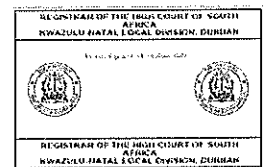
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FOUNDING AFFIDAVIT



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I, the undersigned,

MOMADE AQUIL RAJAHUSSEN

do hereby make oath and say that:

1. I am an adult male and the chairman of the applicant ("**RGS**") which is an admitted creditor in the business rescue of the first respondent. I am duly authorised to institute these proceedings on RGS' behalf and to depose to this affidavit.
2. The facts contained in this affidavit are within my personal knowledge, save where the context indicates otherwise and are, to the best of my belief, both true and correct. Where I rely on information provided to me by others, I believe such information to be true and correct. Where I make legal submissions, I do so on the advice of the applicant's legal representatives.
3. To avoid prolixity, the citations of the parties to this application are set out in the document annexed, marked "**MAR1**". Save in the event of opposition, RGS only seeks relief against the first to fourth respondents.
4. For ease of reference, I refer herein below to:
 - 4.1. The first respondent as "**THL**";
 - 4.2. The second to fourth respondents, being the duly appointed joint business rescue practitioners in THL's business rescue, as "**the BRPs**";
 - 4.3. The fifth to ninth respondents as "**the Vision Parties**" or "**Vision**";
 - 4.4. The tenth respondent as "**the Affected Persons**";



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4.5. The business rescue plan proposed by Vision and adopted by creditors in THL's business rescue proceedings at a creditors meeting on 11 January 2024 as "**the Vision Plan**";

4.6. The Companies Act 71 of 2008 as "**the Act**".

OVERVIEW

5. In terms of this application, RGS approaches the Court with serious grievances regarding the BRPs' conduct in relation to the implementation of the Vision Plan, being the business rescue plan that was proposed by Vision and adopted by creditors in THL's business rescue on 11 January 2024.

6. It is RGS' case that the grievances and irregularities detailed below demonstrate that the BRPs have, in certain material respects, failed to discharge their statutory duties in relation to the implementation of the Vision Plan and that these failures on the BRPs' part have already and – if left unchecked – will result in further manifest prejudice to all affected persons in THL's business rescue.

7. It is necessary to emphasise an important aspect of RGS' case upfront. It will be apparent from the summary of RGS' grievances provided in paragraph 11 and the substantive parts of the affidavit below that a major irregularity regarding the implementation of the Vision Plan has been that:

7.1. despite Vision and the BRPs having informed affected persons in terms of the first versions of the Vision Plan and during the Creditors Meeting at which the Vision Plan was adopted that Vision had "sufficient cash" to implement all the transactions contemplated in the Vision Plan, which



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proof was evidenced by a letter from Standard Bank to that effect (“**the Standard Bank Letter**”);

- 7.2. it subsequently transpired that Vision did not possess such funds (although this has never been conceded directly by either the BRPs or Vision to this day); and
- 7.3. Vision's lack of funds resulted in a major 16-month-delay in the implementation of the Vision Plan during the period between the adoption of the Vision Plan at the Creditors Meeting on 11 January 2024, and the date on which Vision alleges to have fully discharged its payment obligations on 9 May 2025.
8. While the aforesaid irregularity regarding Vision's funding, and the hitherto unexplained circumstances regarding the “incorrect” proof of funds submitted by it, are relevant to RGS' case, RGS' case is not predicated on the questions that remain regarding whether Vision has fully and lawfully discharged its payment obligations relating to the Vision Plan.
9. As regards the question of Vision's discharge of its payment obligations, RGS' case is that prima facie evidence exists – stemming *inter alia* from statements made by Vision itself under oath in a previous affidavit before this Court – to the effect that the manner in which Vision has discharged its payment obligations – (if indeed it has done so) constitutes material breaches of (i) the representations made to creditors to induce the adoption of the Vision Plan, (ii) the terms of and financial projections contained in the Vision Plan itself, and (iii) the provisions of the Act.



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10. It is moreover RGS' case that the BRPs have done nothing to verify whether Vision's conduct has in fact resulted in the aforesaid material breaches and that the BRPs have in any event, on their own version and despite demands made by them, never been provided by Vision with the documentation and information from which the BRPs could satisfy themselves that no such breaches have been committed.
11. In summary then, RGS' grievances about the BRPs' implementation of the Vision Plan relate to:
 - 11.1. Vision's refusal to be transparent vis-à-vis both affected persons and the BRPs in relation to central aspects of the Vision Plan and the implementation thereof, Vision's unexplained failure to raise the funds necessary to implement the Vision Plan for a period of 16 months after the adoption thereof (despite Vision and the BRPs' reliance on the Standard Bank Letter which stated that Vision had sufficient funds in cash to implement the Vision Plan as at the date of the Creditors Meeting on 10 January 2024), and the BRPs' failure to investigate these issues properly or at all;
 - 11.2. the BRPs' failure to verify that Vision has fully and lawfully discharged its obligations under the Vision Plan and thereby derived an entitlement to take ownership of all THL's assets;
 - 11.3. the BRPs' refusal, despite RGS' demands, to take any action whatsoever pursuant to a judgment of this Court obtained in a prior urgent application brought by RGS against Vision (which the BRPs elected not to oppose), and in terms of which this Court made serious findings against Vision and



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ordered Vision to produce documentary evidence to demonstrate that it has discharged its obligations fully and lawfully as it claims to have done;

11.4. the BRPs' apparent failure to take any steps to verify a proof of payment provided by Vision which, on the face of it, displays such overt abnormalities that it would not have been accepted without further investigation by any diligent person;

11.5. the existence of prima facie evidence that the manner in which the implementation of the Vision Plan is now being brought to closure by the BRPs breaches the terms of, and is inconsistent with, material provisions of the Vision Plan and the Act (most notably that Vision has stated under oath in a previous affidavit before this Court that THL's own assets, which Vision did not then and still does not own, were being used by Vision as late as January 2025 to raise the funds necessary to acquire THL out of business rescue in direct breach of the provisions of the Companies Act, the terms of the Vision Plan, and the representations made to creditors regarding Vision's "cash" funding.)

12. Following the failure of the primary transaction contemplated in the Vision Plan (i.e. the "**Equity Conversion**" referred to below), the BRPs are currently in the final stages of implementing an alternative transaction in terms of which all THL's assets will be transferred to Vision and THL will then be delisted and liquidated ("**the Asset Transaction**").

13. On the BRPs' own version, the Asset Transaction was already at an advanced stage of implementation in January 2025, all outstanding regulatory approvals

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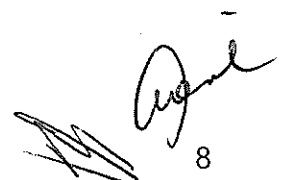
have subsequently been obtained, and all the relevant sale of assets agreements have been executed.

14. In the BRPs' latest monthly report to affected persons published on 8 August 2025, a copy of which is annexed marked "**MAR2**", the BRPs state the following:

"The parties to the transaction are continuing to work towards implementation of the Asset Transaction in the shortest possible timeframe. The transaction is now into the final stages of implementation aimed at fulfilling the required conditions set out in the Plan.

The final timing of implementation will be communicated to Affected Persons as soon as the expected dates for fulfilment of suspensive conditions in the sale agreements are finalised." (emphasis added.)

15. The BRPs' failures to discharge their statutory duties have therefore come to a head at a time when the BRPs are in the very last stages of closing the transactions in terms of which all THL's assets will be transferred to Vision and THL will be delisted and liquidated.
16. This application is manifestly urgent since irreversible steps in the implementation of the Vision Plan (leading incrementally up to and including the transfer of all THL's assets to Vision and the delisting and liquidation of THL) can occur at any given moment. I deal with RGS' grounds for urgency and explain why RGS does not stand to obtain substantial redress at a hearing in due course comprehensively below.



17. The primary relief sought by RGS in this application – i.e. that the BRPs be ordered to temporarily suspend the implementation of the Vision Plan pending their submission of a report to this Court addressing the breaches of their statutory obligations and the prima facie evidence that the Vision Plan is not being implemented according to its terms – is grounded in section 140(3)(a) of the Act, which reads as follows:

“During a company’s business rescue proceedings, the practitioner is an officer of the court, and must report to the court in accordance with any applicable rules of, or orders made by, the court.”

18. I am advised that section 140(3)(a) of the Act presents an effective, efficient, and time-sensitive remedy in terms of which this Court can exercise its supervisory powers – i.e. by directing the BRPs to report to it – so as to ensure that the Vision Plan is being implemented lawfully, but without the timing of the relief derailing the business rescue process unnecessarily (i.e. should the Court ultimately determine that the BRPs have not acted in breach of their duties / that affected parties’ rights have not been prejudiced, the business rescue process would only have been suspended for a short, survivable period of time.)
19. The remedy contemplated in section 140(3)(a) of the Act is moreover appropriate given that the breaches of the BRPs’ statutory duties set out below, if found to be established, affect the rights and interests of all affected persons in THL’s business rescue including other creditors, employees, and shareholders and would therefore be better addressed with the benefit of (i) the supervisory involvement of the Court, and (ii) the involvement of other affected persons should they wish to participate, rather than by RGS alone.



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20. However, should the Court determine that relief under section 140(3)(a) of the Act cannot be granted, RGS claims as alternative relief orders:

20.1. directing the BRPs to procure specified information for publication on the THL business rescue website, from which information affected persons will be able to determine whether Vision is lawfully entitled to take ownership of THL's assets and whether the BRPs have discharged their statutory duties; and

20.2. interdicting the BRPs from taking any further steps in implementing the Vision Plan until they have published the aforesaid information on the THL business rescue website.

21. Before I turn to set out the relevant factual background which illustrates the nature and import of the BRPs' failure to satisfy their statutory objectives, I pause to explain the nature of RGS' longstanding involvement in THL's business rescue.

22. Like Vision, RGS gained its status as a creditor of THL by taking cession of a claim in THL's business rescue. Like Vision, RGS did so in order to enable it to propose a business rescue plan for creditors' consideration.

23. RGS' plan was published alongside the first version of the Vision Plan during November 2023 and the BRPs were to present both plans to creditors.

24. RGS however withdrew its plan prior to the creditors meeting. RGS' decision to do so was the result of its board having concluded that the BRPs had:

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- 24.1. acted inappropriately by placing impediments in the way of RGS' proposals while showing bias in favour of Vision's proposals. RGS's board did not trust that the BRPs were acting impartially and believed that the BRPs would continue to work against RGS even if the RGS plan were to be adopted;
- 24.2. made use of information confidential to the RGS plan to assist Vision in addressing defects in Vision's plan.
25. Given the irregularities that marred the implementation of the Vision Plan, however, and the fact that Vision failed to raise the necessary financing for 16 months after the adoption of its plan, RGS has written to the BRPs frequently to reaffirm its commitment to table a viable business rescue plan should the BRPs declare the Vision Plan to have failed (which is within their powers to do.)
26. RGS' self-explanatory letters to the BRPs of 8 July 2024, 17 September 2024, and 27 March 2025 are annexed hereto marked "**MAR3**" – "**MAR5**".
27. RGS also attached to its letter of 27 March 2025 a copy of a term sheet extended to RGS by Afrexim Bank on 22 January 2025, and signed by RGS, which contemplates the provision of funding of up to USD 280 million (i.e. circa R5 billion) specifically to enable RGS to acquire THL out of business rescue.
28. All of RGS' offers contained in its abovementioned letters were summarily rejected by the BRPs (i.e. not considered on their merits) on the basis of the BRPs' insistence that the Vision Plan remained valid and binding. Copies of the BRPs' responses are annexed, marked "**MAR6**" – "**MAR8**".



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29. RGS' commitment to tabling a business rescue plan should the Vision Plan fail or be set aside, however, remains unwavering.
30. The failure of the Vision Plan would not therefore lead automatically or ineluctably to THL being liquidated. I am advised that to convert rescue proceedings to liquidation proceedings a court order to that effect is required as contemplated in sections 132(2)(a)(ii) or 141(2)(a)(ii) of the Act.
31. I am advised further that in the event of the Vision Plan failing or being set aside, another creditors meeting would then have to be convened to decide the future of the company. At such meeting any interested creditor would be entitled to table an alternative business rescue plan for adoption. RGS is resolved to do so if the opportunity arises.
32. While RGS therefore has a particular interest in THL's business rescue, I humbly submit that that interest does not detract from the objective legitimacy of RGS' case regarding the BRPs' failures to discharge their statutory obligations.

BACKGROUND

33. THL was placed under voluntary business rescue supervision on 27 October 2022 and the BRPs were appointed on the same day.
34. A group of banks and financial institutions referred to as "**the Lender Group**" has at all relevant times been by far THL's largest creditor, collectively holding admitted secured claims of circa R8.5 billion which constitute just over 67% of the total voting interest in THL's business rescue ("**the LG Claims and Security**").



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(i) The conclusion of the Acquisition Agreement

35. On 9 November 2023 the BRPs issued an announcement on the Johannesburg Stock Exchange News Service ("**SENS**") confirming that Vision had entered into an agreement with the Lender Group in terms of which Vision was to acquire the LG Claims and Security in full ("**the Acquisition**" and "**the Acquisition Agreement**").
36. The announcement further stated that the Acquisition was subject to payment by Vision of the purchase price but that the BRPs had been informed that payment was "expected to happen in the very near term." A copy of the SENS announcement of 9 November 2023 is annexed, marked "**MAR9**".
37. The first version of the Vision Plan was published by the BRPs on 29 November 2023.
38. Paragraph 2.2. of the first version of the Vision Plan, which appeared under the heading *Executive Summary*, provided as follows:

"2.2 The **key feature** of this Business Rescue Plan, pursuant to the Adoption and implementation of this Business Rescue Plan, **is the acquisition by the Vision Parties of the substantial Claims and security held by the Lender Group** in the amount of cR7.7bn¹ (**which acquisition is anticipated to have been completed by the date of the Meeting**) and the subsequent conversion by the Vision Parties of a material portion of such Claims into new equity in THL (the Vision

¹ This was the contemporaneous value of the LG Claims and Security as at 29 November 2023.

Transactions”). This together with the other Proposals put forward in this Business Rescue Plan, will result in (inter alia):

2.2.1 the **continued trading of THL substantially in its pre-Commencement Date composition**. In this regard it is noted that THD [Tongaat Hulett Developments (Pty) Ltd] will remain a subsidiary of THL, subject to the implementation of THD’s business rescue plan;

2.2.2 the **recapitalisation of the THL balance sheet** through the Proposal put forward in this Business Rescue Plan, in particular the **conversion** by the Vision Parties of a material portion of the **former** Lender Group Claims into equity; and

2.2.3 the **continued listing of THL on the JSE**, albeit with current Shareholders becoming minority shareholders and the Vision Parties in aggregate holding the bulk of the listed shares in the Company following the abovementioned debt to equity conversion.” (emphasis added.)

39. Paragraph 2.2 of the first version of the Vision Plan is annexed, marked “**MAR10**”. Given its limited relevance and the indisputable nature of its contents, a full copy of the First Vision Plan has not been annexed to avoid prolixity. A full copy thereof will however be made available to the Court should it be required.

40. It is evident from the underlined extract from paragraph 2.2. of the first version of the Vision Plan above that the plan was initially premised on Vision acquiring the LG Claims and Security *prior* to the adoption by creditors of the Vision Plan (i.e.



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that Vision would acquire the LG Claims and Security and then vote those claims in favour of the Vision Plan at the creditors meeting).

41. This is demonstrated by the following recordal by the BRPs at pages 45 – 46 of the first version of the Vision Plan:

"Subsequent to the conclusion of the [Strategic Equity Partner] process, the BRPs were advised by the Vision Parties and the Lender Group that the Vision Parties were to acquire the significant (from a Voting Interest perspective) secured Claims of the Lender Group. **The Vision Parties have made clear to the BRPs that subsequent to completion of the acquisition of the Claims of the Lender Group they would not vote such Claims in favour of a business rescue plan predicated on any alternative proposal received by the BRPs, but would only support the Proposals agreed with the BRPs and put forward in this Business Rescue Plan.** It is noted that **as at the Publication Date, the acquisition of the Claims of the Lender Group by the Vision Parties have not been completed.**" (emphasis added.)

42. The aforesaid extract from the first version of the Vision Plan is annexed, marked "MAR11".

(ii) Vision's failure to complete the Acquisition before the Creditors Meeting

43. Vision, however, failed to make payment to the Lender Group and therefore to complete the Acquisition by the time the creditors meeting was convened in terms of section 151 of the Act on 10 and 11 January 2024 ("the Creditors Meeting").



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44. A copy of the first Acquisition Agreement, which was provided to RGS during November 2023 and has been attached to papers in multiple prior court applications, is annexed marked, "**MAR12**" ("**the First Version of the Acquisition Agreement**".)
45. It is evident from the First Version of the Acquisition Agreement, which lapsed due to non-payment by Vision, that:
- 45.1. the transfer of the Lender Group's claims and security would only occur once the Lender Group had received payment of the full purchase price due by the Vision Parties (clause 1.5);
 - 45.2. the Vision Parties were obligated to provide the Lender Group with "evidence" that "at least" R1.6 billion was immediately available in the Vision Parties' account "by no later than 28 November 2023" (clause 7.2);
 - 45.3. the purchase price due by Vision was an amount "equal to" R3 510 000 000 (clause 6.1);
 - 45.4. the Vision Parties were contractually obligated to make payment of the purchase price by no later than noon on 6 December 2023, failing which the Vision Agreement would "terminate" and "be of no further force and effect" (clauses 6.2 and 6.4).
46. The aforesaid terms of the lapsed First Version of the Acquisition Agreement are consistent with the non-negotiable terms demanded by the Lender Group in discussions with RGS when RGS was preparing its rescue plan during October and November 2023.



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47. As will become evident below, this is the only version of the Acquisition Agreement that has ever been made public since Vision has refused to disclose the agreement to RGS, other affected persons, or the BRPs (despite the BRPs having sent demands “insisting” that Vision produce the Acquisition Agreement to which the BRPs had a right of production in terms of the THL Common Terms Agreement – an issue I discuss fully below).

(iii) The Creditors Meeting, representations regarding Vision’s cash funding to complete the Acquisition, and the vote to adopt the plan

48. The BRPs convened the creditors meeting in terms of section 151 of the Act on 10 January 2024 (“**the Creditors Meeting**”).

49. Due to Vision’s failure to make payment for and complete the Acquisition by the time the Creditors Meeting was convened as per the First Version of the Vision Plan, the proceedings at the meeting were dominated by creditors’ concerns and queries regarding Vision’s access to the funds necessary to implement the Vision Plan.

50. The Creditors Meeting was held virtually on 10 and 11 January 2024 and was recorded. The recordings of both day one and day two of the meeting have been uploaded onto a memory stick and have been provided to the Court along with the court file. Where I refer below to representations made at the Creditors Meeting, I provide references to the times in the video recordings when the representations were made (e.g. Video Day 1 from 00:45:10 or Video Day 2 from 00:57:30).



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51. On the first day of the meeting Vision's representative, Mr Rob Bessinger, addressed creditors. He informed the meeting that Vision had completed a detailed due diligence on THL and had formulated a very detailed five-year plan for the company which plan Vision believed would result in a "long-term and sustainable Tongaat business and importantly will ensure that [sic] the continued trading of Tongaat and, what nobody wants, will definitely avoid a liquidation scenario." He also stated that Vision's plan for THL would result in the recapitalisation of the balance sheet and that Vision "will continue with the listing of Tongaat on the JSE."²
52. Later during the first day of the meeting, the BRPs answered questions submitted by creditors. Creditors submitted questions in written form on the video conferencing platform and selected questions were then read out by the fourth respondent, Mr Albertyn, and answered by the first respondent, Mr Murgatroyd.
53. A creditor asked the following question: for the collective benefit and understanding of all parties present please provide insights into the due diligence process undertaken to verify the sourcing and reliability of Vision's funding, understanding that these safeguards will greatly assist in understanding and evaluating the viability and integrity of the Vision plan. ³
54. Mr Murgatroyd's response was simply that the BRPs had received the Standard Bank Letter confirming that Vision had sufficient funding to implement the business rescue plan.⁴

² Video Day 1 from 00:57:30.

³ Video Day 1 from 01:21:10.

⁴ Video Day 1 from 01:21:52.



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55. A copy of the Standard Bank Letter was subsequently obtained by RGS pursuant to a notice in terms of Uniform Rule 35(12) and a copy thereof is annexed, marked "**MAR13**".

56. The Standard Bank Letter, which is dated 21 December 2023, reads in relevant part as follows:

"As requested by the Business Rescue Practitioners of Tongaat Hulett Limited, this letter serves to confirm the following regarding the customer Vision Investments 155 (Pty) Ltd ("Vision"):

- Vision holds a Standard Bank account;
- **The account has sufficient cash for Vision to execute the contemplated transaction as per the amended Vision business rescue plan** dated 20 December 2023
- The account has sufficient cash to meet the proposed payment to unsecured creditors of R75 million as per the amended Vision business rescue plan dated 20 December 2023..."

(emphasis added.)

57. Mr Albertyn then informed the meeting that another creditor had stated that neither the IDC nor the BRPs had addressed the funding / acquisition costs in relation to [the Acquisition Agreement] which was critical to the success of the plan. Mr Albertyn mentioned that there were a couple more similar questions that had been submitted by other creditors regarding the transaction between Vision



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and the Lender Group and the fact that that transaction was not outlined in the plan.⁵

58. Mr Murgatroyd's response was that the Acquisition Agreement is a transaction and negotiation directly between Vision and the Lender Group and that the BRPs and / or THL were not party to. He said that the BRPs had a high-level understanding of what the transaction entails but that specific details of the transaction were between the parties.
59. Next, Mr Albertyn read out a statement followed by three questions that had been submitted by a creditor. The statement was as follows: the BRPs have been advised that Vision will upon the adoption of the plan acquire the Lender Group's claims and security, and the BRPs say that Vision has a substantial cash deposit available for payment to the Lender Group and that if the plan is approved Vision will finalise the acquisition of the claims. The BRPs say that the Lender Group and the BRPs have received proof that Vision has sufficient funds to execute the contemplated transaction as per the business rescue plan.⁶
60. The three questions that followed the statement and Mr Murgatroyd's answers thereto were as follows:

60.1. Question 1: what does substantial deposit mean?

Answer: We haven't looked at what substantial deposit is but the Standard Bank Letter says that there is sufficient funding to implement the plan.

⁵ Video Day 1 from 01:22:11.

⁶ Video Day 1 from 01:29:20.



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60.2. Question 2: What proof have the BRPs received that Vision have funds to finalise the acquisition and when will the acquisition occur?

Answer: The Standard Bank Letter but lets finish then I'll get to the point.

60.3. Question 3: What are the terms of the acquisition not set out in the plan and how do creditors assess the likelihood of the acquisition being completed?

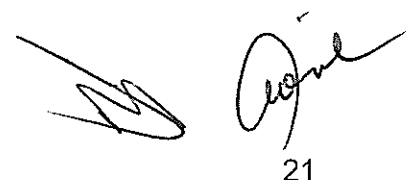
Answer: That is between the Lender Group and Vision but the fact that the Lender Group approves the business rescue plan should give creditors comfort that the transaction will be implemented.

61. Aligned with the concerns expressed by creditors, the chairman of the employee's committee, in his address to the Creditors Meeting, stated in relation to the Vision Plan that "security of funding is seen as a critical factor" given the collapse of rescue proposals made by previous interested parties.⁷

62. A creditor asked whether the transaction between Vision and the Lender Group (i.e. the Acquisition) had been concluded and whether the Lender Group had been paid already or whether payment was conditional on Vision taking control of THL after business rescue.⁸

⁷ Video Day 1 from 00:45:10.

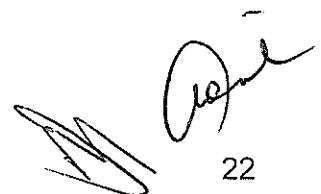
⁸ Video Day 1 from 01:49:35.

Two handwritten signatures in black ink. The signature on the left is stylized and appears to be 'M'. The signature on the right is more cursive and appears to be 'Ame'.

63. Mr Murgatroyd responded by informing the meeting that there had been a request from the Lender Group to stand the meeting down to finalise certain aspects of their transaction and that he therefore did not know the full answer to the question yet. He said that he would continue answering questions before the meeting was stood down.
64. A creditor then asked the following: in light of the BRPs not having details of Vision's acquisition funding, can the BRPs still contend that the plan has reasonable prospects of success.⁹
65. Mr. Murgatroyd said that this had already been addressed and that confirmation of Vision's funding had been received [i.e. the Standard Bank Letter], and that if the IDC's security requirements could be met all would be good to go.
66. The meeting was then stood down until 14h00. When the meeting reconvened, it was stood down further at the Lender Group's request to 16h00. When the meeting resumed at 16h00 it was stood down to 14h00 the next day (i.e. 11 January 2024).
67. When the meeting reconvened at 14h00 on 11 January 2024 Mr Murgatroyd said that there had been various discussions with the IDC and the Lender Group which had now been completed and that the meeting could therefore proceed.¹⁰
68. Mr Murgatroyd then indicated that he would move straight on to motions that had been brought to amend the plan. He explained in this regard that there were two

⁹ Video Day 1 from 01:52:40.

¹⁰ Video Day 2 from 00:32:00.



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sets of amendments that needed to be considered and approved by the meeting:¹¹

68.1. First, the amendments that had been circulated in red mark up in the amended Vision Plan that was published on 2 January 2024 which related to the treatment of the claim of the South African Sugar Association. Mr Murgatroyd said that these first set of amendments would be taken as having been read by creditors (i.e. since they were indicated in the amended Vision Plan which had already been circulated to creditors);

68.2. Second, further amendments that had been brought by the Lender Group and Vision after the first day of the Creditors Meeting which were not reflected in mark up in the amended Vision Plan of 2 January 2024 (**"the Additional Amendments"**);

69. While the Additional Amendments sought by Vision related solely to issues concerning the claims of the South African Sugar Association and are irrelevant for present purposes, the Additional Amendments sought by the Lender Group related to Vision's proof of funding and are important. I therefore only deal with the latter below.

70. Mr Murgatroyd then proceeded to address the Additional Amendments.

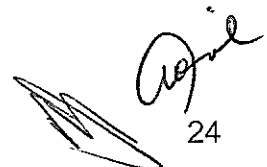
71. Until the Creditors Meeting paragraph 2.2 of the amended Vision Plan (that was published on 2 January 2024) read as follows (emphasis added):

¹¹ Video Day 2 from 00:33:09.

The BRPs have been advised that the Vision Parties will upon Adoption of this Business Rescue Plan acquire the Claims and security held by the Lender Group. In this regard, the Vision Parties have a substantial cash deposit available for payment to the Lender Group and, if the Business Rescue Plan is approved, the Vision Parties will finalise the acquisition of the Lender Group's Claims. **The Lender Group and the BRPs have received proof that the Vision Parties have sufficient cash to execute the contemplated transaction as per the Business Rescue Plan.** The BRPs are advised by the Vision Parties that know your client ("KYC") and Financial Intelligence Centre Act ("FICA") requirements have been complied with. The Vision Transaction does not involve, nor is it dependent on, financing to be provided by the Public Investment Corporation ("PIC").

72. The Additional Amendments to paragraph 2.2 of the amended Vision Plan that were proposed by the Lender Group were then displayed on screen. Pursuant to these amendments, paragraph 2.2. now read as follows with additions indicated by underlining and deletions indicated by strikethrough:

The BRPs have been advised that the Vision Parties will upon, and after, the Adoption of this Business Rescue Plan acquire the Claims and security held by the Lender Group. In this regard, the Vision Parties have a substantial cash deposit available for payment to the Lender Group and, if the Business Rescue Plan is approved, the Vision Parties will finalise the acquisition of the Lender Group's Claims. The Lender Group and the BRPs have received proof that the substantial cash deposit (referred to above) is held in a bank account in South Africa. ~~Vision Parties have sufficient cash to~~



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~~to execute the contemplated transaction as per the Business Rescue Plan.~~

The BRPs are advised by the Vision Parties that know your client ("KYC") and Financial Intelligence Centre Act ("FICA") requirements have been complied with. The Vision Transaction does not involve, nor is it dependent on, financing to be provided by the Public Investment Corporation ("PIC").

73. Despite the provision of the Standard Bank Letter, and the fact that the Vision Plan in all its permutations prior to the Creditors Meeting had stated specifically that the Lender Group and the BRPs had been provided with proof that Vision had sufficient cash to implement the transactions contemplated in the Vision Plan, it is clear that the scrutiny brought to bear on Vision's funding by creditors on the first day of the Creditors Meeting resulted in the Lender Group seeking the aforesaid amendment to the plan in terms of which the statement that Vision had provided proof of cash funding to implement the plan was deleted.
74. Creditors had no prior notice of the aforesaid amendment, which was announced for the first time during the Creditors Meeting.
75. To this day, no explanation has ever been provided regarding what happened to the "cash" that Vision apparently held in a Standard Bank account that was "sufficient" to implement all the transactions contemplated in the Vision Plan.
76. A creditor requested that the Additional Amendments be circulated to creditors after the meeting.¹² Mr Murgatroyd agreed to do so and said that the Amended Vision Plan would be further amended with the Additional Amendments and uploaded onto the THL business rescue website.

¹² Video Day 2 from 00:38:40.

77. The motions brought by the Lender Group and Vision to update the amended Vision Plan with the Additional Amendments were then put to the vote and adopted.
78. The meeting concluded with the vote in terms of which the amended Vision Plan, as updated in terms of the Additional Amendments, was adopted.
79. The BRPs and Vision have often claimed in prior litigation and publicly that the Vision Plan was adopted with the support of the "overwhelming majority of creditors". This claim does not bear scrutiny.
80. The true nature and import of the voting is apparent from the following table that was provided by the BRPs upon RGS' request:

A handwritten signature in black ink, appearing to be "A. J. [unclear]", located at the bottom right of the page.

Amendments proposed by Lenders

	%
VOTING INTEREST CLAIM AMOUNT	100,00%
TOTAL VALUE OF CREDITORS WHO VOTED	69,43%
IN FAVOUR	99,98%
AGAINST	0,02%
TOTAL VALUE OF CREDITORS WHO ABSTAINED	19,94%
BALANCE OF CREDITORS WHO DIDN'T VOTE	10,63%

Amendments proposed by Vision

	%
VOTING INTEREST CLAIM AMOUNT	100,00%
TOTAL VALUE OF CREDITORS WHO VOTED	69,04%
IN FAVOUR	99,96%
AGAINST	0,04%
TOTAL VALUE OF CREDITORS WHO ABSTAINED	19,92%
BALANCE OF CREDITORS WHO DIDN'T VOTE	11,03%

Voting on the BR Plan

	%
VOTING INTEREST CLAIM AMOUNT	100,00%
TOTAL VALUE OF CREDITORS WHO VOTED	71,95%
IN FAVOUR	98,51%
AGAINST	1,49%
TOTAL VALUE OF CREDITORS WHO ABSTAINED	19,96%
BALANCE OF CREDITORS WHO DIDN'T VOTE	8,09%
TOTAL VALUE OF INDEPENDENT CREDITORS WHO VOTED	97,27%
OF THOSE INDEPENDENT - IN FAVOUR	98,47%

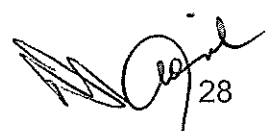
81. It is common cause that two of THL's major creditors, the South African Sugar Association ("**SASA**") and the Industrial Development Corporation ("**the IDC**") abstained from voting.

82. As per the voting results above:

82.1. Only 69,43% of the total voting interests in THL's business rescue participated in the vote on the amendments proposed by the Lender Group;



- 82.2. Only 69,04% of the total voting interests in THL's business rescue participated in the vote on the amendments proposed by Vision;
- 82.3. only 71,95% of the total voting interests in THL's business rescue participated in the vote on the adoption of the Vision Plan (as amended by the motions brought by the Lender Group and Vision).
83. The Lender Group's claims constitute just over 67% of the total voting interests in THL's business rescue as is evident from the table of creditors that is annexure A to the Adopted Plan (the Vision Plan is attached as Annexure "MAR14" at paragraph 88 below).
84. It is therefore solely thanks to the Lender Group's votes that both the Additional Amendments and the adoption of the Vision Plan succeeded.
85. The most remarkable aspect of the proceedings at the Creditors Meeting is, however, that in response to multiple questions regarding whether Vision had funds to implement the Acquisition Agreement and complete the Acquisition, and questions regarding the due diligence that the BRPs had done to verify that the Vision Parties had access to the necessary funds:
- 85.1. Mr Murgatroyd, on the first day of the meeting, repeatedly referred to the Standard Bank Letter which stated that Vision had sufficient funds in cash to implement the Vision Plan;
- 85.2. However, on the second day of the meeting after the adjournment that had been requested by the Lender Group pursuant to the high degree of scrutiny brought to bear by creditors in relation to Vision's funding, Mr Murgatroyd asked creditors to vote on the Additional Amendments



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sought by the Lender Group, including those to paragraph 2.2. of the Amended Vision Plan (see paragraph 72 above) in terms of which the following sentence was deleted therefrom: ~~Vision Parties have sufficient cash to execute the contemplated transaction as per the Business Rescue Plan.~~

86. Mr Murgatroyd said nothing of the significance of this amendment, which creditors had not had an opportunity to consider prior to the Creditors Meeting. He did not inform creditors that the aforesaid amendment rendered the Standard Bank Letter, and all assurances that he had provided on strength thereof earlier during the same meeting, utterly meaningless.
87. It was on this basis that creditors – other than Vision and the Lender Group whose votes were a pre-agreed fait accompli – were induced to vote in favour of adopting the Vision Plan.

(iv) The structure of the Vision Plan, the implementation timeline contemplated therein, and the BRPs' ignorance of the Acquisition Agreement

88. A copy of the Vision Plan, as amended and adopted, is annexed marked **"MAR14"**. So as not to overburden the Court unnecessarily, the Vision Plan has been attached excluding its annexures, save for the first page of Annexure A thereto which sets out the value of the Lender Group's voting interest as referred to above.
89. The self-defined **"Key Feature"** of the Vision Plan – which subsequently failed as detailed below – was comprised of two transactions:

- 89.1. First, the full acquisition by the Vision Parties of the claims and security held by the Lender Group against THL, valued at c.R8.5 billion (i.e. the Acquisition);¹³
- 89.2. Second, the conversion by the Vision Parties (by then owning the Lender Group's former claims and security) of c.R4.9 billion worth of those claims and security into a 97.3% equity stake in THL (i.e. the Equity Conversion), with the remaining c.R3.6 billion of the former Lender Group's claims being retained by the Vision Parties on "significantly more favourable terms" to THL, including an interest payment holiday ("**the Retained Vision Debt**").¹⁴
90. I pause to stress that the Vision Plan was never therefore premised on Vision making any noteworthy capital injection into THL but rather on Vision acquiring ownership of THL's largest debt (i.e. the Acquisition of the LG Claims and Security), reducing that debt by c.R4.9 billion (i.e. the Conversion), and offering THL "significantly more favourable terms" in relation to the Retained Vision Debt of c.R3.6 billion (i.e. the Key Feature of the Adopted Plan).
91. The completion of the Acquisition in the terms contemplated in the Vision Plan therefore constitutes the *quid pro quo* in return for which Vision would take ownership of THL.
92. In addition to the Conversion, the Vision Plan also refers to "alternative transactions" which could be implemented if shareholder approval for the

¹³ Vision Plan at paragraph 2.3 on page 6 and paragraph 3.1.85 on page 25.

¹⁴ Vision Plan at paragraph 6.1.3.1 on page 81.

Conversion – which was legally required before the Conversion could proceed – was not obtained.

93. The alternative transactions, which are set out in paragraph 6.1.7 of the Vision Plan, provide that should the Conversion fail, Vision will instead acquire THL's assets and businesses on the basis that "payment for such assets will be effected by way of a set off against the Secured Claims [i.e. LG Claims and Security] then held by the Vision Parties" (i.e. the Asset Transaction).
94. As already indicated, in terms of the Asset Transaction, THL will be delisted and liquidated following the transfer of all its assets and businesses to Vision.
95. Regardless of which transactions are implemented (i.e. whether it be the Equity Conversion or the Asset Transaction), the Vision Plan unequivocally requires Vision to acquire 100% of the LG Claims and Security before it can proceed with either the Conversion or the Asset Transaction.¹⁵
96. For the avoidance of all doubt, the fact that both the Equity Conversion and the Asset Sale are expressly premised on the prior acquisition by Vision of all the LG Claims and Security is evident from the following provisions of the Vision Plan:

96.1. Paragraph 2.3, which reads in relevant part as follows:¹⁶

"The key feature of the Business Rescue Plan, pursuant to its Adoption and implementation, is the acquisition by the Vision Parties of the substantial Lender Group Claims (as noted above) and the subsequent conversion by the Vision Parties of a material

¹⁵ See the definition of "Vision Debt" on pages 84 – 85 of the Vision Plan read with paragraph 2.3 on page 6, paragraph 2.5.4 on page 9, the definition of "Vision Transactions" in paragraph 3.1.85 on page 25, paragraph 14.1.1.11 on page 129 and paragraph 14.1.2.8 on pages 131 – 132.

¹⁶ Vision Plan page 6.



portion of such Claims into new equity in THL ("the Vision Transactions")..." (emphasis added.)

- 96.2. Paragraph 3.1.85 which defines the term "Vision Transactions" to mean:¹⁷

"The acquisition by the Vision Parties of the substantial Claims and security previously held by the Lender Group and the subsequent conversion by the Vision Parties of a portion of such claims into new equity in THL." (emphasis added)

- 96.3. Paragraph 2.5.4 of the Plan which identifies a result of the Plan's implementation:¹⁸

"The implementation of a partial debt-for-equity swap [i.e. the Conversion] by the Vision Parties subscribing for new shares in the Company that would result in the Vision Parties collectively owning 97.3% of the total issued share capital of the Company. The consideration for such subscription will be c.R4.2 bn based on current balances which will be discharged by a reduction of the former Lender Group Claims against THL (those purchased by the Vision Parties) to c. R3.6bn." (emphasis added.)

- 96.4. In a bullet point listing one of the "key details" of the Vision Transactions, the term "Vision Debt" is defined as follows:

"There will be c.R3.6bn in remaining ex-Lender Group debt outstanding and owing by THL to the Vision Parties ("Vision Debt") and this will remain in place and will be restructured accordingly between THL and the Vision Parties on market related terms." (emphasis added.)

¹⁷ Vision Plan page 25.

¹⁸ Vision Plan page 9. See also paragraph 6.1.3.1 of the Vision Plan on page 81.

- 96.5. Paragraph 14.1.1.11, which lists as a material assumption of THL's projected income statement (being a consideration central to the Plan's adoption), that:¹⁹

"Vision Debt – The forecast assumes that Vision Debt of R3.6bn will remain owing as term debt. The Vision Parties have agreed to an interest payment holiday for the first three years, subsequently interest will be incurred at a market-related interest rate and will not be serviced in cash but capitalised. (This is not binding on the Vision Parties, but merely for illustration purposes)."

- 96.6. Paragraph 14.1.2.8, which lists as a material assumption of THL's projected balance sheet (being a consideration central to the Plan's adoption), that:²⁰

"Vision Debt – The forecast assumes that Vision Debt of R3.6bn will remain owing as term debt. The Vision Parties have agreed to an interest payment holiday for the first 3 years, subsequently interest will be incurred at a market-related interest rate and will not be serviced in cash but capitalised. (This is not binding on the Vision Parties, but merely for illustration purposes). – The balance of the Vision Parties' claim is assumed to be converted to equity." (emphasis added.)

97. The Plan has therefore as its key objective the implementation of the Vision Transactions, first amongst which is the Acquisition by Vision of all the LG Claims and Security. As demonstrated above, it is plain that:

¹⁹ Vision Plan page 129.

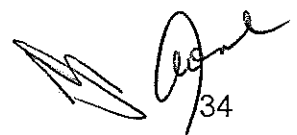
²⁰ Vision Plan pages 131 – 132.

- 97.1. the Plan is predicated on the Acquisition by Vision of all the LG Claims of circa R8.5 bn;²¹ and
- 97.2. only after the Acquisition has been implemented does the Plan authorise the “*subsequent*” Conversion and rescheduling of the remaining R3.6bn of “*ex-Lender Group debt*”.²²
98. The Plan therefore not only depends generally on the Acquisition by Vision of all the LG Claims and Security, but the Acquisition constitutes a formal term of and condition to the Plan.
99. This was in fact conceded by Vision’s representative, Mr Rob Bessinger, at the Creditors Meeting. In response to queries from creditors as to whether the Acquisition complies with the provisions of the Companies Act, Vision’s representative informed creditors in response *inter alia* that Vision will acquire the Lender Group position and then implement the Conversion.²³
100. Despite the centrality of the Acquisition, the BRPs have – on their own version – never been provided with a copy of the Acquisition Agreement, despite having a contractual right thereto in terms of the Common Terms Agreement, and despite having asserted that right in numerous demands to Vision (as detailed below).

²¹ Vision Plan at paragraphs 2.2 on page 6, paragraph 2.16 on page 12, paragraph 6.1.1.2 on page 78, and paragraph 6.1.3.1 on page 81.

²² Vision Plan at paragraph 2.3 on page 6 – 7, paragraph 3.1.85 on page 25, paragraph 6.1.3.1 on page 81, and paragraph 6.1.5.3 on page 83 – 84.

²³ Video Day 1 from 1:34:35, Mr Bessinger’s statement is from 1:36:20.



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101. As regards timing, the projected income statement and balance sheet contained in the Adopted Plan both proceed on the assumption that the Acquisition would have been completed by 1 April 2024.²⁴

(v) *Vision's failure to complete the Acquisition between 11 January 2024 and 9 May 2025 and the resultant rejection of the Equity Conversion by shareholders*

102. In their mandatory monthly progress reports to affected persons for the months of April to July 2024, the BRPs did not provide affected persons with any meaningful details regarding the status of the Vision Plan's implementation and moreover stated in each of those reports that "Vision continues to cooperate fully with the BRPs and executive management of the Company to bring implementation of the transaction to a close as soon as possible." Copies of the BRPs reports are annexed, marked "MAR15" – "MAR18".

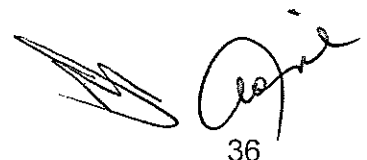
103. In terms of the aforesaid reports, the BRPs made no mention whatsoever of the status of Vision's funding notwithstanding:

103.1. the deletion from the Vision Plan at the Creditors Meeting of the allegation that the BRPs had been provided with proof that Vision had sufficient funds (in cash) to implement the plan;

103.2. the fact that the Vision Plan itself contemplated that the Acquisition would have been completed by end April 2024; and

²⁴ Vision Plan at paragraph 14.1.1.1 on page 127 and paragraph 14.1.2.1 on page 130.

- 103.3. the fact that it is now clear that Vision was not in funds during this period (on Vision's version it only discharged its payment obligations on 9 May 2025).
104. The BRPs then scheduled a shareholders meeting for 8 August 2024 in order to obtain shareholder approval for the Equity Conversion ("**the Shareholders Meeting**").
105. Shareholder approval was required for the Equity Conversion because the conversion would have resulted in all existing shareholders' collective interests in THL being diluted to only 2.7% while Vision would be issued with shares constituting 97.3% of THL's issued share capital.
106. Ahead of the Shareholders Meeting, on 10 July 2024 the BRPs issued a circular to shareholders containing details of the Equity Conversion and the consequences of its implementation ("**the Circular**"). A copy of the Circular is annexed, marked "**MAR19**".
107. It was apparent from the information contained in the Circular that the Acquisition had not been completed and that the Retained Debt would remain in the Lender Group's hands after implementation of the Equity Conversion.
108. The BRPs were thus demonstrably aware of the fact that Vision had not raised the funds required to complete the Acquisition since the Circular stated that the Lender Group would continue to hold the Retained Debt and that the Retained Debt had not been acquired by Vision.
109. The BRPs failed to communicate this fact to creditors or other affected persons (i.e. other than shareholders in terms of the Circular).



110. In this regard the Circular informed shareholders *inter alia* that:

110.1. the implementation of the Equity Conversion would achieve a reduction of the LG Claims to “more sustainable levels” and that the final commercial terms of the R3.6 billion debt to be retained by the Lender Group “are equivalent to the existing Lender Group Facilities’ terms which are expected to be amended when the revision of such terms are finalised between the parties” after the Equity Conversion;²⁵

110.2. the aforesaid reduction of the LG Claims to “more sustainable levels” would result in THL continuing to incur approximately R448 million in finance costs on the remaining LG Claims (which had not been Acquired by the Vision Parties).²⁶

111. On the day prior to the Shareholders Meeting, 7 August 2024, a group of prominent shareholders wrote to the BRPs to express numerous grievances and concerns. A copy of this letter is annexed, marked “**MAR20**”.

112. The concluding section of the aforesaid letter reads as follows from paragraphs 51 - 55:

“The acquisition by Vision Investments of all or some of the Lender Group claims does not in of itself form the basis of a business rescue plan. In broad terms, the substitution of a secured lender by another though the transfer of a Lenders Claims has no bearing on the Company. The company’s liability remains due and payable, regardless of the identity that holds the Claim.

²⁵ The Circular at e.g. page 17 sub-paragraph (c).

²⁶ *Ibid* at page 25 point 4 under the heading “commentary”.

A handwritten signature in black ink, appearing to be 'Adrian', is located in the bottom right corner of the page.

A valid business rescue plan must meet the requirements of the Act, and to that end, must require some form of restructuring of the balance sheet of the Company in order to improve its prospects of continuing as a going concern and becoming solvent.

The issue of shares in exchange for the delivery of R4.9 billion of the Lender Group claims, as well as the other key elements of the Approved Plan may constitute a valid plan, but only if the outright delivery of the loan claims and the outright delivery of the related security by Vision Investments is implemented. The issue of shares, in of itself, does not change the fortunes of the Company as no new cash is injected.

The Approved Plan ought to be premised on the acquisition by Vision Investments of all of the Lender Group's claims and all of the related security, not part of them. If the Approved Plan is not premised on a wholesale acquisition of the claims and security, the Approved Plan cannot achieve its stated goal. Moreover, a business rescue plan that dilutes the rights of the shareholders to 2.7% without the aforesaid wholesale acquisition would be misplaced and grossly unreasonable.

Until such time as the issues alluded to in this letter are ventilated, and absent a full and frank disclosure of information and documents requested herein, the shareholders do not have sufficient information before them to consider the consequences of the resolutions contemplated in the notice of the general meeting."

113. When the Shareholders Meeting was convened the next day, shareholders voted to reject the Equity Conversion. Given what is set out above, it is clear that their decision to do so was materially influenced by the fact that Vision had failed to raise the funds necessary to complete the Acquisition.

114. It is submitted that by attempting to procure shareholder approval for the Equity Conversion in circumstances where they were aware that the Acquisition had not



been completed, the BRPs acted in direct breach of the terms of the Adopted Plan approved by creditors. This is unlawful.

115. Following the rejection of the Equity Conversion, the BRPs issued a notice informing affected persons that the implementation of the Vision Plan would be switched from the Equity Conversion to the Asset Transaction.

(vi) Vision and the Lender Group's refusal to comply with the BRPs' demands for transparent disclosures and the BRPs' acquiescence

116. Following the BRPs' announcement regarding the switch to the Asset Transaction, RGS's erstwhile attorneys (DMI) sent a letter of demand to the BRPs' attorneys (Werksmans) on 2 October 2024, a copy of which is annexed, marked "**MAR21**".

117. In terms of RGS's aforesaid letter, RGS *inter alia*:

117.1. Recorded that the BRPs had not provided affected persons with any details regarding the Asset Transaction, the nature of the transactions that it would entail, the conditions that apply thereto, or the timeline for its implementation, and contended that this was in breach of section 150 of the Act;

117.2. Referred to the issues regarding Vision's funding and the fact that the Equity Conversion had been rejected because Vision had failed to complete the Acquisition and stated that the BRPs could not proceed with the Asset Transaction without having provided affected persons with
(i) unequivocal confirmation that Vision had acquired all the LG Claims



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and Security, and (ii) details of the transactions that will be implemented in terms of the Asset Transaction;

117.3. Referred to a previous letter received from the BRPs on 10 September 2024 in terms of which the BRPs confirmed that they had sent a letter of demand to Vision “insisting” that Vision provide the Acquisition Agreement to the BRPs for dissemination to affected persons, and reminded the BRPs that they had – subsequently to that letter – provided RGS with no updates as to whether they had received the Acquisition Agreement and, if not, why the agreement was being withheld from them in their capacity as the duly appointed BRPs.

118. RGS therefore demanded that the BRPs publish copies of the following on THL’s business rescue website by close of business on Monday, 7 October 2024:

118.1. A copy of the current version of the Acquisition Agreement;

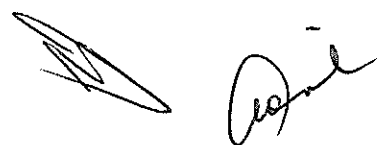
118.2. Proof of the amount paid by Vision to the Lender Group;

118.3. Proof that the Lender Group had transferred all its claims and security to Vision;

118.4. Details of the transactions to be implemented pursuant to the Asset Transaction;

118.5. A timeline for the completion of the aforesaid transactions.

119. RGS indicated that if such information was not published, RGS would have no option but to proceed to court.



120. On 16 October 2024 the BRPs sent a letter in response to RGS' demand, a copy of their response is annexed, marked "**MAR22**". In terms of this letter the BRPs, while admitting that they had encountered certain "structural issues" regarding the implementation of the Asset Transaction, dismissed all of RGS' complaints and indicated that the BRPs had again written to Vision and the Lender Group requiring them to provide the BRPs with further information.

121. As I explain below, the BRPs aforesaid failure to react to RGS' demands resulted in RGS launching the Pending Application which is discussed in the next section of this affidavit.

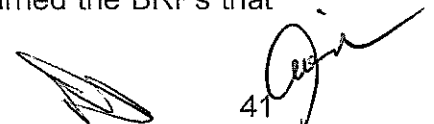
122. When the BRPs in due course filed their answering affidavit in the Pending Application, they included as annexures thereto the letters of demand that they had sent to Vision and the Lender Group pursuant to RGS' letter of demand of 2 October 2024, as well as Vision and the Lender Group's responses (which they had not provided to RGS prior to the Pending Application being filed).

123. It thus emerged that on 8 October 2024 the BRPs had sent letters of demand to both Vision and the Lender Group, copies of which are annexed, marked "**MAR23**" and "**MAR24**" ("**the 8 October Demands**").

124. The 8 October Demands were substantively identical in wording and structure. In terms thereof the BRPs *inter alia*:

124.1. Referred to the Common Terms Agreement concluded between THL and the Lender Group on 3 December 2021;

124.2. Referred to RGS' letter of demand of 2 October 2024 (attaching a copy thereof) and stated that RGS' attorneys had forewarned the BRPs that

A handwritten signature in black ink, followed by the number '41' written below it.

the latter's failure to provide copies of the Acquisition Agreement, proof of the amount paid by Vision to the Lender Group, and proof that the Lender Group had transferred all its claims to Vision would result in RGS instituting proceedings against the BRPs;

124.3. Recorded that the BRPs had previously, on 6 September 2024, sent a letter to Standard Bank in its capacity as the Lender Group facility agent, in terms of which the BRPs (i) reminded Standard Bank that in terms of clause 24.5.1 of the Common Terms Agreement, it was required to send to THL a copy of each executed "transfer certificate" (which is a reference to the Acquisition Agreement), and (ii) requested that the BRPs be provided with a copy of an executed version of the Acquisition Agreement, which the BRPs understood was referred to as "transfer certificate 3";

124.4. Recorded that, also on 6 September 2024, the BRPs had sent letters to the Lender Group and Vision in terms of which repeated the contents of the aforesaid letter to Standard Bank but also "advised that the BRPs were of the considered view that shareholders / affected persons should be provided with copies of the documents that govern the contractual arrangements between Vision and [the Lender Group] and insisted that these documents be provided to the BRPs (this would include a copy of the Acquisition Agreement);

124.5. Recorded that despite the above, the BRPs had not been provided with the documents and information requested and that the BRPs were thus unable to (i) comply with the demands made in RGS's letter of demand

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2 October 2024, and (ii) provide RGS or the Court with a complete response to the averments and allegations contained in RGS' letter;

124.6. Stated that the BRPs are "duty bound to again call on" the Lender Group and Vision to provide them with the following by no later than 12:00 on Thursday, 10 October 2024:

- 124.6.1. "A copy of each executed Transfer Certificate which relates to the transfer of the indebtedness owing by THL and the associated security to Vision (including the document which [the BRPs] understands is termed 'Transfer Certificate 3') in unredacted form";
- 124.6.2. ""proof of '*the amount*' paid by Vision to [the Lender Group]";
- 124.6.3. "proof that [the Lender Group] have transferred all of its claims and security to Vision";
- 124.6.4. "the terms of the contractual arrangements (including, but not limited to the Acquisition Agreement) between [the Lender Group] and Vision";
- 124.6.5. "precise details of the amounts payable by Vision to [the Lender Group] and what the payment terms are";
- 124.6.6. "details regarding the transfer of [the Lender Group's] claims and security to Vision, including full details of the claims and security have [sic] been transferred by [the Lender Group] to Vision to date";



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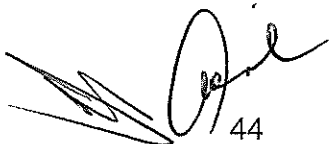
124.6.7. “proof of the payments that have been made by Vision to [the Lender Group] to (at the very least) demonstrated [sic] that Vision is currently not in default of the Acquisition Agreement”; and

124.6.8. “a factually accurate response to the content of the [RGS letter of demand of 2 October 2024] that will give RGS (and a Court) comfort that the transactions will be implemented and all amounts due to [the Lender Group] will be paid in full by Vision.”

124.7. The BRPs concluded the 8 October Demands by informing the Lender Group and Vision that if their demands were not met, the BRPs would provide copies of the 8 October Demands to RGS, advise RGS that the Lender Group and Vision were not willing to provide the material requested, and that the BRPs would adopt the same position in any urgent court proceedings which may follow.

125. Standard Bank responded to the 8 October Demands on behalf of the Lender Group in an email of 10 October 2024. In its email Standard Bank stated that:

125.1. it had previously informed the BRPs that the Lender Group had no objection to the disclosure of the full and unredacted transfer certificate [i.e. Acquisition Agreement] to the business rescue practitioners, but that the Lender Group was unable to do so without Vision’s consent due to the confidentiality undertakings made by the Lender Group in terms of that agreement;



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125.2. the aforesaid position had not changed and that the BRPs were encouraged to engage with Vision to obtain their consent to the disclosure of the full and unredacted transfer certificate, which could then be provided.

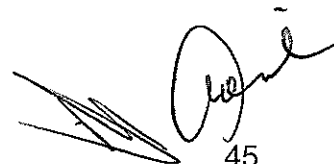
126. The BRPs responded to Standard Bank's aforesaid email on the same day (i.e. 10 October 2024). In their response, the BRPs requested Standard Bank to reconsider its position on the basis of the Lender Group's contractual obligation to provide THL (i.e. the BRPs) with a copy of each Transfer Certificate executed by it, and stated that the Lender Group could not be criticised for complying with its contractual obligations. Copies of the aforesaid emails are annexed, marked "**MAR25**".

127. Vision responded to the 8 October Demand on 14 October 2024, a copy of its response is annexed, marked "**MAR26**".

128. Vision commenced its strident response to the BRPs by expressing surprise that the BRPs had effectively demanded disclosure by Vision of the documentation sought by RGS in its demand of 2 October 2024. Vision then informed the BRPs that it considered it "vital" to reflect on the source of the demands, i.e. RGS, and proceeded to cast various unfounded aspersions on RGS, while highlighting the united approach that the BRPs had previously presented with Vision in response to litigation brought by RGS and other creditors.

129. In the remainder of its response to the BRPs, Vision *inter alia*:

129.1. refused to give its consent to the Lender Group providing the Acquisition Agreement to the BRPs;

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129.2. stated that affected persons were not “as a matter of principle” entitled to the information demanded;

129.3. stated its compounded discomfort in relation to the BRP’s apparent willingness to share the 8 October Demands, which include allegations regarding non-compliances with the Common Terms Agreement, with RGS and warned that “[u]nder no circumstances should [the BRPs] ventilate such allegations [i.e. non-compliances with the Common Terms Agreement] before RGS.”

130. Having received the Lender Group and Vision’s responses to the 8 October Demands, the BRPs sent further substantively identical demands to both parties on 16 October 2024 (“**the 16 October Demands**”), copies of which are annexed marked “**MAR27**” and “**MAR28**”.

131. In terms of the 16 October Demands, the BRPs *inter alia*:

131.1. stated that Vision and the Lender Group were “undoubtedly aware that information and documentation of a similar nature to the [information demanded by RGS and then by the BRPs in the 8 October Demands] has been sought by THL’s shareholders and other creditors of THL (including but not limited to, Powertrans, Artemis and Mary Jane Morris). There exists every possibility that the support of shareholders and creditors will be critical to securing regulatory approvals necessary to successfully implement the Vision Sale of Asset Transaction. A failure to obtain such regulatory approvals may render the Plan incapable of implementation.”;

Two handwritten signatures in black ink. The signature on the left is stylized and appears to be 'M'. The signature on the right is more cursive and appears to be 'A. J. Morris'.

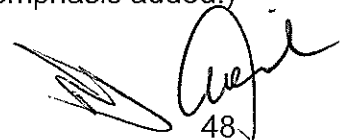
- 131.2. stated that the failures on Vision and the Lender Group's parts to provide the BRPs with a meaningful response to the content of RGS' demand of 2 October 2024 was "concerning";
132. The BRPs concluded the 16 October Demands by demanding that Vision and the Lender Group "demonstrate to [the BRPs'] satisfaction" that:
- 132.1. The transactions forming the subject matter of the transfer certificate (i.e. the Acquisition Agreement) were on track;
- 132.2. Vision was in a position to timeously discharge its payment obligations to the Lender Group; and
- 132.3. That there was no impediment to the Asset Sale in the context of the Acquisition Agreement.
133. On 22 October 2024, Standard Bank responded to the 16 October Demand, a copy of this letter is annexed, marked "MAR29". The substantive part of Standard Bank's response, which is important for purposes of understanding the BRPs' subsequent approach regarding their ignorance of the terms of the Acquisition Agreement and the other information demanded, was as follows:
- "3. The Lender Group has instructed us to respond to your letter as follows:*
- 3.1 The Business Rescue Plan **should be capable of implementation irrespective of whether the secured Claims are owned by the Lender Group or Vision / Vision Parties.** The status of the implementation of the transfer certificate [i.e. the Acquisition Agreement] concluded between Vision and the Lender Group ("Transfer Certificate") is therefore not determinant of whether the Business Rescue Plan is capable of implementation.*
- 3.2 In this regard:*
- 3.2.1 The Business Rescue Plan contemplates a partial debt-for-equity swap of cR4.1 billion ("Equity Conversion"), which would*



be discharged by a reduction in the Lender Group Claims against THL (those purchased by the Vision Parties) to c.R3.6 billion. The Equity Conversion would result in the Vision Parties collectively owning c97.3% of all the THL share in issue. **Following the Equity Conversion, there would be cR3.6 billion in remaining ex-Lender Group Claims ("Remaining Debt") owing by THL to the Vision Parties** and will remain in place, with the accompanying security, and will be restructured accordingly between THL and the Vision Parties on market related terms.

- 3.2.2 The Lender Group confirmed in a letter dated 24 July 2024 that the portion of the secured Claims held by the Lender Group that was required to implement the Equity Conversion **would be made available to Vision for the purposes of the Equity Conversion.**
- 3.2.3 If the Equity Conversion had been implemented, Vision would have held c97.3% of the issued shares in THL, and as a result of the confirmation as described in clause 3.2.2, **the Lender Group would have held the Remaining Debt with the accompanying security.** Upon fulfilment of all conditions of the Transfer Certificate, the ownership of the Remaining Debt would transfer from the Lender Group to Vision.
- 3.2.4 The Transfer Certificate was not a hurdle to the Equity Conversion. The Equity Conversion failed due to the THL shareholders not approving the issuance of further shares to implement the proposed Equity Conversion.
- 3.2.5 The Business Rescue Plan provides for an alternative transaction in the event that consents and/or approvals are not secured to issue THL shares in order to implement the Equity Conversion, namely the sale of THL's assets and businesses (as going concerns) to the Vision Parties on the basis that payment for the assets and businesses will be effected by way of set off against the secured Claims then held by the Vision Parties ("Alternative Transaction").
- 3.2.6 ***In the same way that the Equity Conversion was capable of implementation, notwithstanding that the Lender Group still held the secured Claims, the Alternative Transaction is also capable of implementation.***
- 3.2.7 Accordingly, the Lender Group hereby requests that the draft sale agreements and any related documents (including any opinions obtained) relating to the Alternative Transaction be made available to the Lender Group and ENS to determine what is required of the Lender Group to enable the Alternative Transaction to be implemented.
- 3.2.8 The Transfer Certificate is therefore not an impediment to the implementation of the Business Rescue Plan."

(emphasis added.)



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134. I refer herein below to Standard Bank's position as aforesaid, i.e. to the effect that Vision need not pay the Lender Group for the Acquisition and need not fully acquire the LG Claims and Security in order for the Vision Plan to be implemented, as "**the Lender Group Position**".

135. As will become apparent below, the BRPs have accepted the Lender Group Position and have since defended both their conduct and the lawfulness of the implementation of the Vision Plan on the basis thereof.

136. This despite the fact that the BRPs were never provided with the information they considered themselves "duty bound" to obtain and disseminate to affected persons, and despite the fact that THL has a contractual right of production to such information under the Common Terms Agreement (as asserted and argued by the BRPs themselves).

137. While the Lender Group Position may be acceptable to the Lender Group from a commercial perspective, it is demonstrably in breach of the terms of the Vision Plan and the representations made to creditors at the Creditors Meeting regarding Vision's "cash" funding.

138. It is moreover evident from the Lender Group Position that the Lender Group and Vision have negotiated terms to the Acquisition Agreement which are to the effect that the Lender Group would permit Vision to take transfer of the LG Claims and Security and for the business rescue to be concluded even in the event of Vision defaulting on its payment obligations under the Acquisition Agreement.

139. This may be explained by the fact that the purchase price due under the Acquisition Agreement – i.e. just over R3.5 billion – is roughly equal to the value



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of the Retained Vision Debt – i.e. R3.6 billion. The Lender Group's financial exposure under the Acquisition Agreement would thus have been covered if it – instead of Vision – retained claims of R3.6 billion that were secured over THL's assets.

140. The Lender Group retaining secured claims to the value of R3.6 billion would therefore mean that it could exercise those claims over THL's assets if Vision were to fail to settle the Lender Group in the longer term.

141. The Vision Plan, however, quite simply does not permit Vision to:

141.1. acquire only a part of the LG Claims and Security while leaving the Retained Vision Debt of R3.6 billion in the Lender Group's hands (see paragraphs 95 to 96 above);

141.2. complete the Acquisition in terms of a funding arrangement – or the conclusion of any other agreement – which in any way proffers THL's assets as some form of collateral for Vision's payment obligations to the Lender Group.

142. As indicated above, in terms of the Vision Plan:

142.1. the *quid pro quo* in return for which Vision may gain an entitlement to take transfer of THL's assets is its prior completion of the Acquisition in the terms contemplated in the Vision Plan (i.e. Vision pays nothing for THL by way of a purchase price or similar payment, but rather obtains a right to acquire THL's assets if it has *inter alia* completed the Acquisition and relieved THL of its secured debt owing to the Lender Group);



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142.2. Vision is required to acquire 100% of the LG Claims and Security, including the Retained Vision Debt of R3.6 billion which it must – along with the rest of the LG Claims and Security – acquire from the Lender Group;

142.3. The Vision Plan – and the projected balance sheet contained therein – does not authorise Vision to make use of THL assets to raise its funding (and creditors were induced to vote in favour of adopting the Vision Plan by the BRPs and Vision's repeated assurances that Vision had sufficient cash to implement the transactions contemplated in the Plan.)

(vii) The Pending Application and Vision's admission that it used THL's assets to raise its financing

143. Since the BRPs were unable to respond to the demands contained in RGS' letter of 2 October 2024, and since they failed to provide RGS with either their 8 or 16 October Demands or the responses they had received thereto (despite having undertaken to do so), RGS proceeded to launch an application in this court under case number D13702/24 on 6 November 2024 ("**the Pending Application**").

144. It should be noted that the Pending Application was filed long before Vision claims to have paid the Lender Group for the Acquisition on 9 May 2025.

145. In terms of the Pending Application, RGS sought Part A / Part B relief against the BRPs and Vision.

146. In terms of Part A of the Pending Application, RGS sought *inter alia*:



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- 146.1. an interim interdict *pendente lite* prohibiting the BRPs and Vision from taking any further steps in implementing the Asset Transaction until Part B had been determined ("**the Part A Interdictory Relief**");
- 146.2. orders directing the BRPs and Vision to provide *inter alia* the documents demanded in RGS' letter of 2 October 2024 and a full description of the transactions that would be implemented in terms of the Asset Transaction ("**the Part A Disclosure Relief**").
147. In terms of the Part B relief, RGS sought an order – on papers duly supplemented with reference to the information sought in the Part A Disclosure Relief – setting the Vision Plan aside.
148. Both the BRPs and Vision opposed the Pending Application, although the BRPs indicated in their answering affidavit (at paragraph 19)²⁷ that they would abide the disclosure relief sought vis-à-vis the BRPs if the Court proceeded to engage in the merits of Part A (the BRPs raised three points *in limine*, i.e. (i) security for costs, (ii) leave in terms of section 133 of the Act, and (iii) an argument that RGS had manufactured its urgency, and requested that Part A be dismissed without the Court dealing with the merits thereof).
149. The record of papers filed in the Pending Application, which is voluminous, will be provided to this Court separately in A5-sized booklets to enable the Court to have regard thereto to the extent it deems necessary.
150. While the main thrust of RGS' case in the Pending Application was that the Vision Plan had lapsed since Vision had failed to make payment for and complete the

²⁷ Pending Application Record at page 531.

Acquisition in the period between the adoption of the plan on 11 January 2024 and the filing of the application on 6 November 2024, RGS also advanced arguments *inter alia* to the effect that:

150.1. The Asset Transaction was unlawful for non-compliance with *inter alia* section 150 of the Act;

150.2. The BRPs were proceeding unlawfully by accepting the Lender Group Position and advancing the implementation of the Asset Transaction in circumstances where the Acquisition had not been completed (and that they had acted in breach of the terms of the Vision Plan by convening the shareholders meeting and seeking to proceed with the Equity Conversion under such circumstances).

151. I pointed out in the founding affidavit to the Pending Application, that in their answering affidavits filed in an application brought previously by another THL creditor, Powertrans Sales and Services, during 2024 (**“the Powertrans Application”**), in which RGS had sought leave to intervene, the BRPs and Vision made *inter alia* the following allegations in response to complaints regarding Vision’s failure to pay the Lender Group (this was prior to the failure of the Equity Conversion which was thus still the transaction being implemented at the time.)²⁸

152. The BRPs made *inter alia* the following allegations in their answering affidavit in the Powertrans Application in relation to Vision’s non-payment of the Lender Group:

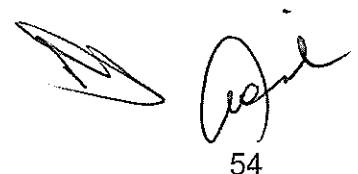
²⁸ RGS FA in the Pending Application at paras 175 to 186, Pending Application Record pp 77 to 83.

“236 The [Acquisition Agreement] was concluded between the Lender Group and Vision before the [Creditors Meeting]. Although the BRPs were not provided with a copy of it (due to the sensitive price and commercial information that it contained and the perceived risk of that information being leaked), we were provided with assurances from both the Lender Group and Vision that Vision had already brought into South Africa and paid a substantial non-refundable deposit to the Lender Group, **which would vest Vision with sufficient debt previously held by the Lender Group to enable the [Conversion] provided for in the Plan, to occur. We were also informed that the further funds would be paid in a second tranche before the end of 2024.**

238 **By the time of the [Creditors] Meeting**, then, the Lender Group and Vision had already concluded a binding agreement, and Vision had already paid a sum, **that was sufficient to enable the [Conversion] envisaged in the Plan, to take place** (should all other relevant suspensive conditions be met). **We had sufficient information before us to determine, and to represent to the Affected Persons (as we did), that we considered the Vision Plan viable.**

240 The Lender Group and Vision Parties have confirmed, and the BRPs were and remain satisfied, that the exchange of debt-for-equity aspect **[i.e. the Conversion] of the Vision Plan can be implemented immediately on the Plan becoming unconditional and was not dependent upon any future payment of purchase consideration** or the conclusion of further terms between the Lender Group and Vision. Therefore, the BRPs were satisfied that the [Conversion] proposed in the Plan could competently proceed.

242 The applicant's obsession with the terms of that agreement [the Acquisition Agreement] is perplexing. In the context of information required by a creditor to vote on a proposed business rescue plan, all that is relevant to a creditor is whether the adopted BR Plan is capable of implementation.



243 The substantial deposit paid by Vision (which has since been disclosed, in the first Powertrans application, to be in excess of R1.5 billion) was sufficient to vest it with a right to acquire the Lender Group's claims/debt which, in turn, was sufficient to be exchanged for shares in THL, if any when the [Conversion] goes ahead. The Plan is thus capable of implementation.

244 If Vision were, for some reason, not to pay the balance of the purchase price owed to the Lender Group under [the Acquisition Agreement], that would not invalidate the Vision Plan. The transaction provided for in the Plan, and the transaction governed by the [Acquisition Agreement] are separate agreements. THL's creditors are only concerned with the former.

245 Similarly, because the purchase price of the Lender Claims has been structured as an exchange of debt for shares, **there is no need for the Vision parties to furnish proof of funding.** There is therefore no merit in the allegations contained in paragraph 179 (pp63) of the founding affidavit, and in turn, **no basis for the applicant's concern that Vision lacks sufficient funds. The "key feature" as it pertains to the Vision Plan is the exchange of shares for the Lender Group debt in excess of R3.6 bn.** This is already in place and will be governed by the terms of the Subscription Agreement." (emphasis added.)

153. A copy of the section of the BRPs' answering affidavit in the Powertrans Application which contains the abovementioned paragraphs is annexed, marked "MAR30".

154. Vision made *inter alia* the following allegation in their answering affidavit in the Powertrans Application in relation to their non-payment of the Lender Group:

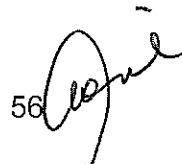
81 The Vision Parties and THL have been able to agree upon a subscription transaction [i.e. the Conversion] and advance all ancillary acts required to perform such a transaction **in light of the fact that Vision has, since the adoption of the BR Plan, held, and continues**

to hold, a right to advance a partial debt-to-equity exchange as contemplated in the BR Plan. The obligation to make payment of a second instalment to the Lender Group in respect of the claims against THL is in no way dependent on the Vision Transactions, given that Vision has already paid a substantial deposit entitling it to complete the Vision Transactions.” (emphasis added.)

155. A copy of the section of Vision’s answering affidavit in the Powertrans Application which contains the abovementioned paragraphs is annexed, marked “**MAR31**”.
156. In their answering affidavit filed in Part A of the Pending Application, the BRPs advanced the Lender Group Position to defend the continued feasibility of the Acquisition and by extension the Vision Plan, despite the fact that Vision had failed to pay for the Acquisition at that time.²⁹
157. Vision, in its answering affidavit filed in Part A of the Pending Application, admitted that it had not paid the Lender Group or completed the Acquisition – despite numerous extensions provided by the Lender Group – but alleged that it would make payment by 31 December 2024.³⁰
158. Part A of the Pending Application first came before court on 28 November 2024, when it was postponed by special allocation of the Honourable Judge President for hearing on 29 January 2025.
159. Prior to the hearing of Part A, Vision filed a supplementary affidavit on 27 January 2025. In terms of this affidavit, it admitted to once again having failed to make

²⁹ BRP AA Part A of the Pending Application at e.g. paras 90, 163, 166 – 167 and 170, Pending Application Record pages 556, 589, 590 – 591, and 593 respectively.

³⁰ Vision AA Part A of the Pending Application at paras 63 – 64, Pending Application Record pp 719 – 720.



payment to the Lender Group as it undertook to do in its answering affidavit (i.e. by 31 December 2024).

160. In order to explain its latest default of payment, Vision made the following allegations in relation to the effect that political unrest in Mozambique had on its ability to achieve the Acquisition (i.e. it advanced the following allegations to explain why it had not achieved the Acquisition by 31 December 2024 as it said it would):

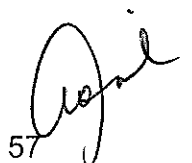
160.1. "...The political unrest significantly eroded confidence in the country's ability to maintain order, protect investments, and uphold the rule of law, all of which are **essential for the integrity of the assets underlying the Lender Group's security and which would, in part, support the raising of the necessary funding.**"

160.2. "...This introduced greater risks of legal and administrative challenges for businesses operating in the region, **further jeopardising the enforceability and value of security interests.**"

160.3. "In this climate, the risks to the underlying assets went beyond immediate physical threats. The erosion of investor confidence and the broader economic downturn associated with the unrest had a compounding effect, **reducing the value and liquidity of these assets. Even assets considered robust or strategically significant faced devaluation, operational risks, and reduced marketability under such conditions.**"

160.4. "**As a result, it became increasingly difficult to place a definitive value on the assets, both for purposes of the sale agreements and the funding.** These dynamics made it imperative for Vision and the Lender Group to reassess the risks and adopt a flexible, collaborative approach to any arrangements involving Mozambican assets."

(emphasis added.)



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161. A copy of the section of Vision's supplementary affidavit of 27 January 2025 which contains the abovementioned paragraphs is annexed, marked "**MAR32**".

162. The extract from Vision's supplementary affidavit of 27 January 2025 demonstrates that Vision was leveraging THL's assets, which Vision did not then and still does not own, to raise the funding needed to acquire those very assets.

163. In terms of the same supplementary affidavit, Vision claimed (at paragraph 9) that it would make payment to the Lender Group to complete the Acquisition by 31 March 2025.

164. Part A of the Pending Application was heard on 29 January 2024 before Mr Justice ME Nkosi. Judgment in Part A was handed down on 18 February 2024 ("**the Part A Judgment**"). A copy of the Part A Judgment has not been annexed to avoid prolixity but will be made available to the Court.

165. The order contained in the Part A Judgment reads as follows:

- "1. Part A of the application is dismissed for lack of urgency, and for failure of the applicant to satisfy the requirements of an interim interdict.
2. Part B of the application is adjourned *sine die*.
3. RGS is granted leave to supplement its founding affidavit prior to the hearing of Part 'B', and the second to ninth respondents are granted leave to deliver further affidavits in response to such affidavit.
4. The applicant is ordered to pay the costs of Part 'A' of the application on scale C, such costs to include the costs of two counsel, where employed."



(viii) Vision's alleged payment to the Lender Group on 9 May 2025

166. Vision's extended payment deadline of 31 March 2025 came and went with Vision again defaulting.

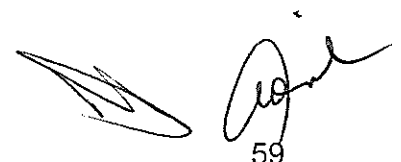
167. Upon enquiry, RGS was subsequently informed that Vision was, in terms of yet a further extension provided by the Lender Group, to make payment to conclude the Acquisition by 30 April 2025. Once again, Vision failed to do so.

168. The BRPs and Vision then filed their supplementary answering affidavits in Part B of the Pending Application on 9 and 10 May 2025 respectively. So as not to overburden the Court unnecessarily, copies of those affidavits are not attached but will be provided to the Court separately should they be required.

169. In terms of the supplementary answering affidavits, the BRPs alleged that Vision had "discharged its payment obligations" owed to the Lender Group, and Vision alleged that it had "paid" the Lender Group "in full", on 9 May 2025 and that this was "destructive of the very foundation" of the Pending Application / has rendered it "academic".

170. Neither the BRPs nor Vision attached any proof to their supplementary answering affidavits to substantiate the allegations that Vision had discharged its payment obligations to the Lender Group.

171. On 13 May 2025 the BRPs sent RGS a letter enquiring whether RGS intended to persist with the Pending Application given the contents of the supplementary answering affidavits.



172. On 14 May 2025 RGS addressed a letter of demand to Vision, the BRPs, the Lender Group, and the IDC in terms of which it demanded that various information – including proof of Vision’s payments to the Lender Group and proof of the transfer of the LG Claims and Security to Vision – be provided by those parties by close of business on 21 May 2025, failing which RGS would launch an urgent application to compel the production of that information. A copy of the demand is annexed, marked “**MAR33**”.

173. Only the BRPs responded to the first demand in a letter of 21 May 2025, a copy of which is annexed, marked **MAR34**”.

174. The BRPs indicated that the confirmation that they had received that Vision had discharged its payment obligations to the Lender Group on 9 May 2025 came in the form of an email from Vision’s own attorneys stating that:

“Vision have made payment of the purchase consideration due to the Lender Group. In the circumstances, the transaction between Vision and the Lender group has been finalised.”

175. The BRPs further informed RGS that they had, in response to RGS’s first demand, but without conceding any obligation to have done so, requested the Lender Group’s attorneys to “confirm the correctness of the advice received from” Vision’s attorneys.

176. In terms of their response to the BRPs, a copy of which is attached to the BRPs’ letter of 21 May 2025 above, the Lender Group’s attorneys stated *inter alia* the following:



"The Lender Group hereby confirms that [Vision] has fully discharged all of its payment obligations vis-à-vis the purchase consideration due by it to the Lender Group relating to the transfer of the claims and the security of the Lender Group in respect of THL (and its subsidiaries) ("THL Group Claims and Security").

We are further instructed to confirm that the THL Group Claims and Security were unconditionally are irrevocably transferred to Vision on 9 May 2025."

177. RGS does not suggest that the Lender Group's above response was untruthful.

178. However, given what is set out in the preceding sections of this affidavit, it is submitted that the Lender Group's confirmation to the BRPs is insufficient to demonstrate that the Acquisition was completed in a manner that is consistent with the terms of the Vision Plan.

179. In particular, the Lender Group's and Vision's allegations to the effect that Vision's "payment obligations" have been "discharged" are both:

179.1. capable of connoting something other than actual cash payment;

179.2. consistent with Vision having leveraged THL's assets in order to obtain last minute loan financing to discharge its payment obligations to the Lender Group.

180. RGS did not, and still does not, consider the Lender Group's confirmation to the BRPs to be sufficient for RGS to abandon the Pending Application in the light of *inter alia*:



- 180.1. The fact that Vision ignored both the First and the Second Demands and failed to provide proof of payment when any reasonable innocent party in its position would simply have provided to proof;
- 180.2. The Lender Group's prior confirmation to the BRPs that the Vision Transactions could proceed to closure in the absence of Vision having made payment to the Lender Group (i.e. the Lender Group Position); and
- 180.3. Vision's allegations to the effect that it used THL's assets in order to obtain its financing.
181. Since Vision (and the other addressees save for the BRPs) did not respond to the first demand, and in an attempt to avoid the need to bring this application, RGS sent a second letter of demand on 23 May 2025. A copy of the second demand is annexed, marked "**MAR35**".
182. In terms of the second demand, RGS pointed out that separate demands for information were made of each addressee to the first demand, and that the BRPs' response to the first demand did not amount to compliance with the demands made of the other addressees. RGS therefore reiterated the demands made in the first demand and required responses thereto by no later than 26 May 2025.
183. No response was received to the second demand by the time (i) the demand expired, and (ii) RGS had already commissioned its answering affidavit in the urgent application and was in the process of filing its application.
184. RGS' urgent application was thus filed under case number 2025-079452 on 29 May 2025 ("**the Previous Urgent Application**").



(ix) RGS' previous urgent application and the Zwane Judgment

185. The BRPs elected not to oppose the Previous Urgent Application, which was only opposed by Vision.

186. In terms of the Previous Urgent Application, RGS sought an order directing Vision to provide it with the following information:

186.1. Proof of the payment of R1.51 billion made by Vision to the Lender Group on 11 January 2024;

186.2. Proof of the payment of circa R2 billion made by Vision to the Lender Group on 9 May 2025;

186.3. A copy of the agreement concluded between Vision and the Lender Group in terms of which Vision has acquired all of the Lender Group's claims and security against THL;

186.4. Copies of all previous versions of the agreement referred to in the preceding paragraph;

186.5. Proof that all of the Lender Group's claims and security against THL have been transferred to Vision;

186.6. A written statement confirming whether or not:

186.6.1. any of THL's assets, or any rights in relation thereto, were proffered by Vision to its funders, whether as security, collateral, pledge, guarantee or any similar mechanism, in



order to raise the funds necessary to acquire the Lender Group's claims and security;

186.6.2. any of Vision's financial obligations owed to the Lender Group or any of Vision's financial obligations relating to the implementation of the business rescue plan will be satisfied in whole or in part, whether in the first instance or in the event of a default of payment by Vision, from the proceeds of:

186.6.2.1. financing raised by selling THL assets or putting such assets up as collateral; or

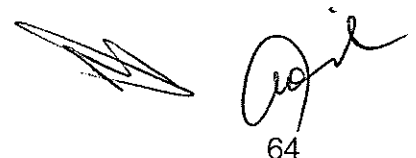
186.6.2.2. any facility granted in favour of THL by the Lender Group, the Industrial Development Corporation of South Africa, or any other funder.

187. To avoid prolixity, I do not attach copies of the papers filed in the Previous Urgent Application to this affidavit, but the record will be made available to the Court separately.

188. In summary, Vision's opposition to the Previous Urgent Application was premised on its arguments that:

188.1. Vision's payment on 9 May 2025 had been confirmed by (i) Vision under oath in terms of its answering affidavit, (ii) the Lender Group in terms of a letter to RGS' attorneys, (iii) an affidavit from Standard Bank that was attached to Vision's answering affidavit, and (iv) the BRPs in a SENS announcement;³¹

³¹ Vision AA in the Previous Urgent Application at para 8.



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188.2. RGS had no cognisable right to the disclosures it sought in terms of the Previous Urgent Application;

188.3. RGS had not made out a case for urgency;

188.4. The relief sought by RGS was either *res judicata* or *lis pendens* given the similarities between the relief sought in terms of the Previous Urgent Application and the Part A Disclosure Relief that was sought in the Pending Application.

189. In its answering affidavit Vision denied having used THL's assets to raise its funding to complete the Acquisition and referred to RGS' case in this regard as "speculation" despite its previous statements under oath to the effect that THL's assets underlying the Lender Group's security were being used by it to raise its financing (see paragraph 160.1 above).³²

190. The Previous Urgent Application came before Mr Justice Zwane on 11 June 2025 and judgment was handed down granting the relief sought by RGS on 4 July 2025 ("**the Zwane Judgment**"). A copy of the Zwane Judgment is annexed, marked "**MAR36**".

191. In granting the relief sought in the Previous Urgent Application, Mr Justice Zwane made *inter alia* the following substantive findings:

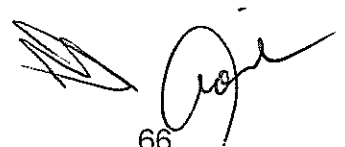
"[53] The Asset Transactions is premised on the Prior Acquisition by the Vision Parties of all the Lender Group's claims and security. Paragraph 2.3 of the Vision plan provides that: "The key feature of the business rescue plan, pursuant to its adoption and implementation, is the acquisition by the Vision Parties of the substantial Lender Group claims and the subsequent Conversion by the Vision Parties of a material portion of such claims into new equity in THL.

³² Vision AA in the Previous Urgent Application at paras 327 to 330 on page 69.

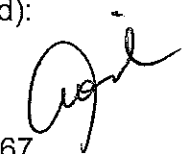
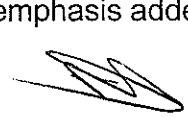
- [54] In terms of section 150(2)(c)(i) of the Act, the business rescue plan must contain the assumptions and conditions which must include, at least, a statement of all the conditions that must be satisfied for the business rescue to come into operation and be fully implemented, In terms of section 152(4) of the Act a business rescued plan that has been adopted is binding on the company, and on each of the creditors of the company, and every holder of the company's securities.
- [55] **The BRPs did not object to RGS's request for the information. The Lender Group was willing to disclose the information provided the Vision Parties consented.** The Vision Parties accept that the key feature of the Vision Plan is the Acquisition by them of the substantial claims held by the Lender Groups. They have confirmed in correspondence and under oath their payment to the Lender Group and the acquisition. **It seems to me that the Vision Parties tacitly acknowledge that RGS is entitled to be informed of the steps taken in the implementation of the Vision Plan. Their refusal to back up their claims of payment and acquisition by documentary proof is baffling. They do not hide behind any claim of confidentiality, but rather raise the lack of a cognisable legal right to the confirmation and documents sought.**
- [56] The Vision Plan is binding not only to the Vision Parties but also to RGS. RGS does not have the only right to vote at the creditors' meeting. It also has a right to be informed of the progress of the implementation of the Vision Plan. **Therefore, it must have a corollary right to the documents and information that support the assertion that the Vision Plan is being implemented correctly and properly.** RGS, as an admitted creditor, has a right to ensure that the uncontentioned purpose of business rescue, namely, to save flailing business entities and to avoid liquidation is achieved in relation to THL.
- [57] **I can find no reason why the payments to the Lender Group, the acquisition of the Lender Group's claim, and the transfer of the Lender Group's claims should be shrouded in secrecy. RGS is entitled to know that the assets of THL are not encumbered as security for the payment by the Vision Parties to the Lender Group."**
(emphasis added.)

192. It bears emphasis that the Zwane Judgment therefore:

- 192.1. Made the aforesaid findings despite the Lender Group's confirmations under oath that it had been paid by Vision on the basis that – having regard to the facts and circumstances of this case (i.e. Vision's own statement under oath that it had used THL assets to secure financing) – RGS and affected persons were entitled to proof that Vision had not completed the Acquisition by encumbering THL's assets;



- 192.2. Rejected the Lender Group Position as accepted and advanced by the BRPs (i.e. that Vision was required in terms of the Vision Plan to complete the full acquisition of the LG Claims and security before it could proceed with the Vision Transactions, and that the argument to the effect that it need only have completed a partial acquisition and that the Lender Group could retain the Retained Vision Debt was incorrect);
- 192.3. Found that Vision had no legitimate reason to withhold the documentary evidence to substantiate its version that it has completed the Acquisition and done so lawfully (i.e. in a manner that is consistent both with the Vision Plan and the Act);
- 192.4. Found that RGS, and all affected persons, had a right to verify that the Vision Plan was being implemented lawfully having regard to the particular facts and circumstances of this case.
193. Unsurprisingly, Vision proceeded on 10 July 2025 to file an application for leave to appeal the Zwane Judgment thereby suspending its enforcement and allowing Vision to evade accountability.
194. Even before Vision's application for leave to appeal had been filed, and on 7 July 2025, the BRPs permitted Vision to issue a media release on the THL business rescue website (under the media releases tab), a copy of which is annexed marked "**MAR37**".
195. The media release was titled *No interruption to THL Business Rescue Plan as Vision Prepares to Appeal Ruling* and, after stating how well the business rescue process was proceeding, it included the following statements (emphasis added):



"The Durban High Court issued a ruling on 4 July 2025 in an urgent application brought by RGS Group Holdings Limited (RGS). The judgment handed down by acting Judge Zwane, directs the Vision Group to provide certain documents and disclosure relating to the Vision Group's acquisition of the former Lender Group's claims and security. The ruling is limited to disclosure and does not affect the implementation of the Business Rescue Plan or the integrity of the acquisition itself. Notwithstanding the limited nature of the relief, the Vision Group respectfully believes that the ruling is wrong and intends to appeal it.

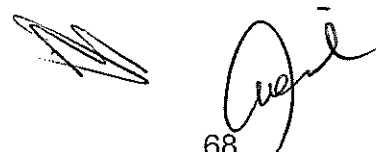
The Vision Group confirmed, under oath, that THL's assets were not used to fund or secure the acquisition. This has been independently verified by the former Lender Group and accepted by the Business Rescue Practitioners."

196. The underlined section above is false. To RGS' knowledge, the Lender Group has not confirmed let alone "independently verified" that THL's assets were not used to fund or secure the acquisition and no such confirmation or verification from the Lender Group has been provided by either Vision or the Lender Group to date.

(x) The demands preceding this application

197. On 11 July 2025, i.e. the day after Vision filed its application for leave to appeal against the Zwane Judgment, RGS's attorneys sent a letter to the BRPs attorneys, a copy of which is annexed, marked "**MAR38**".

198. In terms of this letter RGS *inter alia*:

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- 198.1. Stated that Vision's objective in filing the application for leave to appeal was clearly to avoid having to make the disclosures contemplated in the order contained in the Zwane Judgment and that, for the reasons set out in RGS's founding affidavit in the Previous Urgent Application, RGS was of the view that Vision could not comply with that order without (i) perjuring itself, (ii) demonstrating that it has failed to comply with its obligations under the Acquisition Agreement, (iii) demonstrating that the Acquisition Agreement was concluded in a manner that is inconsistent with the express provisions of the Vision Plan, and / or (iv) demonstrating that the Acquisition Agreement was concluded in a manner that is inconsistent with the provisions of the Act;
- 198.2. Stated that Vision's strategy in filing the application for leave to appeal was clearly intended to facilitate the closure of THL's business rescue process, the transfer of all THL's assets to Vision, and the delisting and liquidation of THL in circumstances where the Zwane Judgment (i.e. and the transparency that it entails) would be rendered unenforceable;
- 198.3. Stated that the BRPs are solely responsible for overseeing the implementation of the Vision Plan and moreover have fiduciary duties vis-à-vis THL, and that the BRPs could not therefore permit THL's assets to be transferred to Vision and for THL to be delisted and liquidated before Vision had demonstrated unequivocally – by way of verifiable evidence rather than mere say so – that it has (i) discharged its payment obligations to the Lender Group, (ii) taken unconditional transfer of the LG Claims and Security, and (iii) done so in a manner that is consistent



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both with the Vision Plan and the Act (i.e. without having leveraged THL's assets);

198.4. Demanded that the BRPs confirm how they intend to proceed in light of both the Zwane Judgment and the application for leave to appeal by no later than close of business on Wednesday, 16 July 2025;

198.5. Demanded that the BRPs moreover confirm whether the implementation of the Vision Plan (i) had been suspended since the Zwane Judgment was handed down, and (ii) would be suspended pending the outcome of the application for leave to appeal.

199. The BRPs' attorneys responded in a letter dated 16 July 2025, a copy of which is annexed, marked "**MAR39**". In terms of this letter the BRPs' attorneys referred to both the Pending Application and the Previous Urgent Application and stated *inter alia* the following (emphasis is original):

"3. Your client has no legally cognisable right to the undertakings ("the undertakings") sought in paragraph 14 of your letter dated 11 July 2025 nor does it have any legally cognisable right to the confirmation requested in paragraph 15 of the same letter. Our clients' have instructed us –

3.1 that the matters in issue in the second application [i.e. the Previous Urgent Application] to which the second Order [i.e. the Zwane Order] and your letters relate have no impact on the facts set out in paragraph 8 of our 21 May letter;

3.2 to repeat what is stated in paragraph 9 of our 21 May letter (which we hereby do);

3.3 that they continue to hold the belief that the Plan is capable of lawful implementation;

3.4 that in the light of paragraphs 3.1 to 3.3 they remain statutorily obligated to continue to progress the implementation of the Plan, and to **confirm** that they intend to continue to comply with their statutory obligations.



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4. Our clients have accordingly instructed us to advise you, as we hereby do, that they will not (and do not) provide the undertakings sought in your letter.
5. Without detracting from what is set out above, we have been instructed to remind your client that –
 - 5.1 the relief sought by your client in paragraph 5 of the Notice of Motion in the first application [i.e. Part A of the Pending Application] is identical to the relief that was sought by your client in paragraph 2 of the second application [i.e. the Previous Urgent Application];
 - 5.2 whilst Justice Nkosi did not make a ruling vis-à-vis the relief sought by your client in paragraph 5 of the Notice of Motion in the first application (which is now the subject matter of the second Order and the Vision Parties' application for leave to appeal in the second application), he determined that your client was not entitled to the interdictory relief sought by your client in paragraph 3 of the Notice of Motion in the first application."

200. The reference in the BRPs' aforesaid letter to their letter of 21 May 2025 is a reference to the letter referred to in paragraph 173 above in terms of which the BRPs informed RGS that Vision had discharged its payment obligations under the Acquisition Agreement and to which was attached confirmation to this effect from Vision's attorneys and the Lender Group.

201. RGS responded to the BRPs on 22 July 2025, a copy of this letter is annexed, marked "**MAR40**". In terms of this letter RGS *inter alia* stated the following:

201.1. That it was evident from the BRPs' references to both the Pending Application and the Previous Urgent Application that they were not only conflating the two applications but that the BRPs were ignoring entirely the import of the Zwane Order;

201.2. That the BRPs' assertions regarding the similarities between the relief sought in Part A of the Pending Application and the relief sought in the Previous Urgent Application were not only irrelevant, but had also been



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raised by Vision at the hearing of the Previous Urgent Application and had been rejected by Mr Justice Zwane;

201.3. That the BRPs' confirmation that they will proceed to implement the Vision Plan was premised on the same information they had prior to the Previous Urgent Application and the Zwane Judgment, i.e. an email from Vision's attorneys and correspondence from the Lender Group confirming that Vision had discharged its payment obligations in relation to the Acquisition;

201.4. That the information on which the BRPs relied as aforesaid (i) does not amount to independently verifiable evidence that Vision has either discharged its payment obligations or done so in a manner that is consistent with both the Vision Plan and the Act, and (ii) amounts merely to the say-so of parties with vested interests in the successful implementation of the Acquisition;

201.5. That it was therefore evident that the BRPs had failed to discharge their statutory duties to verify for themselves, based on direct and objective information, that Vision has complied with the requirements of the Vision Plan and done so in a manner that is consistent with the provisions of the Act;

201.6. That taking into account (i) Vision's unexplained failure to raise the funds necessary to complete the Acquisition (despite representing that it had sufficient cash to implement the Plan in terms of the Standard Bank Letter), (ii) Vision's statement under oath that it was using THL's assets to raise the funds necessary to complete the Acquisition, and (iii) the

Lender Group's previous confirmation to the BRPs that it would allow the Asset Transaction to proceed even if Vision failed to make payment to the Lender Group – there was an urgent need for the BRPs to verify independently that Vision has completed the Acquisition lawfully;

201.7. That until the BRPs had verified the lawful completion of the Acquisition independently, the implementation of the Vision Plan could not reasonably proceed;

201.8. That the BRPs could not accept the vague confirmation provided by Vision and the Lender Group since Justice Zwane considered precisely the same information and determined it necessary to order Vision to disclose the proofs and confirmations contemplated in the notice of motion to the Previous Urgent Application;

201.9. That the suspension of the enforceability of the Zwane Judgment pursuant to Vision's application for leave to appeal was of no consequence since the BRPs bear the sole statutory responsibility for implementing the Vision Plan, and considering their duty to satisfy themselves, with reference to objective information, that the requirements of the Vision Plan and the Act had been met.

202. In an attempt to avoid the present application, RGS therefore provided the BRPs with a final opportunity to comply with the statutory obligations and therefore demanded that the BRPs confirm – by close of business on Friday 25 July 2025 – that:

A handwritten signature in black ink, appearing to be 'RGS', is written over the page number 73.

- 202.1. The BRPs would demand the production of the relevant proofs and confirmations to demonstrate that Vision completed the Acquisition lawfully;
- 202.2. The BRPs would suspend the implementation of the Vision Plan until they had received the aforesaid proofs and confirmations;
- 202.3. The BRPs would provide the aforesaid proofs and confirmations to RGS and all affected persons.
203. The BRPs responded in a letter of 25 July 2025, a copy of which is annexed, marked "**MAR41**". In terms of this letter the BRPs stated *inter alia* that:
- 203.1. they remained satisfied that "Vision has discharged its payment obligations in terms of the Acquisition for the reasons previously articulated" and that the BRPs "do not require the further 'proof' of the matters" set out in RGS' letter of 22 July 2025;
- 203.2. the BRPs have previously requested Vision and the Lender Group to make a copy of the Acquisition Agreement available to RGS;
- 203.3. the BRPs are not party to the Acquisition Agreement and do not require sight thereof to confirm their "considered and reasonably held opinion that Vision has taken transfer of the Lender Group's claims and security...particularly in circumstances where [the BRPs] have received written confirmation from the Lender Group that this has occurred."
204. The BRPs however indicated that they had sent RGS' letter of 22 July 2025 to Vision who had responded in terms of a letter that the BRPs attached for RGS'



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consideration (this letter from Vision is included in the annexure referred to in the preceding paragraph).

205. In terms of its letter Vision *inter alia*:

205.1. Provided the BRPs with purported proof of the payments it made to the Lender Group on 11 January 2024 and 9 May 2025 and stated that it did so without prejudice to its rights in its application for leave to appeal the Zwane Judgment;

205.2. Stated that it had paid the Lender Group R270 million less than originally agreed for the Acquisition and that this discount had been provided by the Lender Group because of (i) the taxes that had arisen in terms of the Asset Transaction (i.e. that would not have arisen if the Equity Conversion was implemented), and (ii) the payment into escrow of SASA's claim pending the BRPs appeal in relation to THL's liability towards SASA;

205.3. Stated that the other documents that Vision was ordered to disclose in terms of the Zwane Judgment were not "conceivably material to any issue sought to be raised by RGS."

206. I pause to note that it is remarkable that Vision refused to provide any proofs of payment either:

206.1. pursuant to the demands made by RGS prior to the institution of the Previous Urgent Application;

206.2. in response to the Previous Urgent Application; or

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206.3. in compliance with the order contained in the Zwane Judgment

but that it did so in terms of its letter to the BRPs and despite the fact that it had applied for leave to appeal against the entire order contained in the Zwane Judgment (i.e. including the orders directing it do provide the very same proofs of payment).

207. This may, however, be explained to some extent by the fact that (i) the proof of payment provided by Vision in relation to its alleged payment of 11 January 2025 is riddled with patent abnormalities suggesting that the document is inauthentic, and (ii) the proof it provided in relation to its payment of 9 May 2025 does not in fact constitute proof of Vision's payment to the Lender Group at all.

208. As regards the purported proof of payment provided by Vision in relation to the payment of 11 January 2025 (i.e. annexure A to Vision's letter):

208.1. The document is not a regular computer-generated proof of payment from Standard Bank's internet banking department;

208.2. The document does not state the identity of the payer;

208.3. The document contains multiple different fonts and font sizes;

208.4. The document does not contain Standard Bank's name next to its logo, and does not set out Standard Bank's full address, contact details and website link which is set out in the header of every regular proof of payment (this information is moreover always set out on the top right of a regular Standard Bank proof of payment with the Standard Bank logo appearing of the top left of the page, in Vision's proof of payment the logo

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is on the right and does not include the words "Standard Bank" while a shortened address is provided on the left);

- 208.5. Regular Standard Bank proofs of payment contain eight rows of information with standardised descriptions always presented in the same order (as indicated in the table below), while the purported proof of payment provides only the following six rows of information with different descriptions and in a different order –

Regular Standard Bank proof of payment	Purported proof of payment supplied by Vision
Reference number	Beneficiary Name
Beneficiary name	Beneficiary Account No
Bank name	Amount
Beneficiary account number	Bank Name
Beneficiary branch number	Payment Reference No
Beneficiary reference	Date of Transaction
Amount	
Payment date and time	

- 208.6. While regular Standard Bank proofs of payment always commence with (i) Dear [description of beneficiary], and (ii) a sentence that reads "We confirm that the following payment has been made into your account from [description of payer]", the purported proof of payment provided by Vision contains no salutation line and commences with a differently



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worded sentence (i.e. "We hereby confirm that we have successfully processed the following payment from account 10209864247.")

208.7. The information regarding Standard Bank's company registration details and directors is provided in the footer of every regular Standard Bank proof of payment in small font, while it appears with different formatting in the body of the purported proof of payment provided by Vision.

209. For comparative purposes, I annexe hereto a copy of a regular Standard Bank proof of payment made by RGS' attorneys, with confidential information redacted, marked "**MAR42**".

210. As regards the purported proof of payment provided by Vision in relation to the payment of 9 May 2025 (i.e. annexure B to Vision's letter):

210.1. The document attached in this regard is an email from a Standard Bank employee to the members of the Lender Group;

210.2. In terms of which email Standard Bank – in its capacity as the Lender Group facility agent – informs the Lender Group that "the Vision Transfer amount" was received by Standard Bank on 9 May 2025 and provides a table showing different payments that Standard Bank made to the individual members of the Lender Group;

210.3. This does not constitute proof of payment by Vision to Standard Bank and is consistent with Vision having raised financing, presumably from Standard Bank, in order to pay the Lender Group;



210.4. This does not address Vision's use of THL's assets to raise such financing.

211. Following the receipt of the BRPs letter of 25 July 2025 (which annexed Vision's letter containing the purported proofs of payment), and on 28 July 2025, RGS' attorney phoned the contact person indicated on the proof of payment of 11 January 2024, one Mr Jadon Moodley.

212. During this conversation, RGS' attorney enquired as to the validity of the 11 January 2024 proof of payment and Mr Moodley indicated that he would follow up and revert. RGS' attorney also sent an email to Mr Moodley confirming the conversation, a copy of which is annexed, marked "**MAR43**".

213. When no response was received from Mr Moodley by the following day, RGS' attorney called Mr Moodley again on both his mobile and landline numbers variously at 10:55, 10:56, 15:04, 15:05, and 15:06. Mr Moodley did not answer, and RGS' attorney therefore sent him an email – also on 29 July 2025 – in terms of which he referred to their telephonic conversation the day prior and followed up regarding a response. A copy of this email is annexed, marked "**MAR44**".

214. Mr Moodley responded in an email at 15:35 on 29 July 2025. After apologising for the delay he stated: "I can confirm that the document sent by yourself to me with the proof of payment is indeed valid and was created by myself." A copy of this email is annexed, marked "**MAR45**".

215. I found it very strange that Mr Moodley was willing to provide any information at all regarding the proof of payment of 11 January 2024 without having enquired as to what right RGS' attorney had to request that information and in circumstances



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where neither RGS nor its attorney was the beneficiary of the payment. Mr Moodley's email moreover contained no footer or any other official Standard Bank information.

216. RGS' attorney therefore sent a further email to Mr Moodley on 31 July 2025 requesting Mr Moodley to provide further information *inter alia* confirming his position at Standard Bank and his authority to have issued the purported proof of payment. A copy of this email is annexed, marked "**MAR46**". No response was received despite a further follow up email sent on 5 August 2025 and various further phone calls to Mr Moodley on 5 and 6 August 2025, all of which went unanswered.

217. In the meantime, and on 30 July 2025, RGS sent a letter to the BRPs, a copy of which is annexed, marked "**MAR47**". In terms of this letter RGS *inter alia*:

217.1. Stated that it had become apparent that the BRPs had resolved to accept that the Acquisition had been concluded lawfully and not to interrogate the lawfulness or legitimacy thereof;

217.2. Noted that the proofs of payment that the BRPs received from Vision were once again only provided to the BRPs pursuant to RGS' demands (as forwarded by the BRPs to Vision), i.e. the BRPs took no independent steps to obtain this information;

217.3. Raised the patent abnormalities evident on the face of the proof of payment of 11 January 2024 and the fact that the second document attached to Vision's letter to the BRPs did not in fact constitute proof of any payment made by Vision;

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- 217.4. Stated that RGS had raised the issue of Vision using THL's asset to raise its financing in both the Pending Application and the Previous Urgent Application, and that RGS' case was never limited to the question as to whether the Lender Group has in fact been paid;
- 217.5. Stated that: "[i]f Vision used, for example, financing advanced by Standard Bank and the IDC to settle the Lender Group, the BRPs should have enquired on what terms, for example Standard Bank and the IDC advanced the funds in circumstances where Vision does not have any assets to put up as security itself. The BRPs should have taken steps to ensure that Vision did not in fact act in accordance with the express statements contained in its supplementary affidavit in Part A of the Pending Application on 27 January 2025, i.e. the BRPs should have ensured that the terms agreed by Vision to raise its financing will not affect THL or its assets in a manner that is inconsistent with the terms of the Vision Plan and / or the Companies Act.";
- 217.6. Reminded the BRPs that Vision had refused to provide either the Acquisition Agreement or proof of the transfer of the LG Claims and Security to it and that Vision had thereby intentionally withheld key documents which could confirm whether or not the Acquisition had been completed lawfully;
- 217.7. Stated that if Vision had in fact discharged its payment obligations in a lawful manner it would have had no objection to providing the proofs and documents sought by RGS and previously unsuccessfully demanded by the BRPs, and would certainly not have sought to appeal the Zwane



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Judgment if it could simply have put up evidence to demonstrate that it has done what it says it has done.

218. RGS therefore demanded that the BRPs confirm by no later than 12h00 on Friday, 1 August 2025:

218.1. What steps they had taken / would take to verify the authenticity of the purported proof of payment of 11 January 2024;

218.2. What the BRPs made of the abnormalities on the face of the aforesaid purported proof of payment;

218.3. Whether the BRPs would demand that Vision provide proof of the payment allegedly made by it on 9 May 2025;

218.4. Whether the BRPs would repeat their demand that Vision disclose *inter alia* copies of the Acquisition Agreement and proof that the Lender Group's claims have been transferred to Vision unconditionally.

219. RGS moreover made it plain that, given the advanced stage of implementation of the Asset Transaction and the fact that the BRPs were proceeding therewith [i.e. despite the Zwane Judgment and the issues regarding proof of payment]. RGS could not keep engaging in correspondence with the BRPs and that it would proceed to launch this application if it did not receive a favourable response from the BRPs by 12h00 on Friday, 1 August 2025 as demanded.

220. The BRPs responded on 1 August 2025 at 11:53, a copy of this letter is annexed marked "**MAR48**". In terms of this response the BRPs referred to the contents of



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RGS' prior letter as "self-serving" and "disingenuous", disputed that they had breached their statutory obligations and refused to comply with RGS' demands.

THE BRPS' FAILURE TO DISCHARGE THEIR STATUTORY DUTIES

221. I am advised that the BRPs owe both statutory and residual fiduciary (common law) duties to THL, and that they owe further statutory duties and obligations to affected persons in relation to the Vision Plan and its implementation.

222. The BRPs' statutory duties to THL are set out *inter alia* in section 140, read with sections 75 to 77, of the Act.

223. In summary, the BRPs' duties and obligations to THL are as follows:

223.1. They have full management and control of the company in substitution for its board and pre-existing management (section 140(1)(a) of the Act);

223.2. During the company's business rescue, they have the responsibilities, duties and liabilities of a director of the company as set out in sections 75 to 77 of the Act;

223.3. In terms of section 76(3), they must exercise the powers and perform the functions of directors (i) in good faith and for a proper purpose, (ii) in the best interests of the company, and (iii) with the degree of care, skill and diligence that may reasonably be expected of a person carrying out the same functions in relation to the company as those carried out by them, and having the same general knowledge, skill and experience.

224. The BRPs' statutory duties and obligations to both THL and affected persons in relation to the Vision Plan and its implementation are, in summary as follows:



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224.1. To investigate the affairs of the company in terms of section 141 of the Act;

224.2. To prepare a business rescue plan that complies with the provisions of section 150 of the Act, including section 150(2)(c)(i) which requires the plan to state all the conditions that must be satisfied for the plan to (i) come into operation, and (ii) be fully implemented;

224.3. To implement the business rescue plan as adopted (i.e. according to its terms as authorised by creditors) in terms of section 152(5) of the Act;

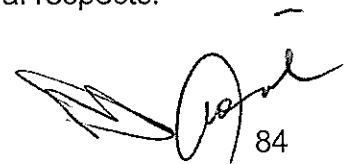
224.4. Where business rescue proceedings have not ended within three months – or such longer time as the court on application by the practitioners may allow – to prepare monthly reports on the progress of the rescue proceedings in terms of section 132(3) of the Act.

225. In addition to the above, I am advised that the BRPs are required by law:

225.1. to satisfy themselves independently of the integrity, accuracy, and lawful compliance relating to the business rescue plan and its implementation and not to rely for the discharge of their duties on unverified information provided to them by third parties with vested interests;

225.2. to act objectively and impartially even where their own conduct is called into question.

226. It is submitted that the factual background provided above in this affidavit demonstrates that the BRPs have breached their duties and obligations both to THL and to affected persons in at least the following material respects.



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227. **Firstly**, the BRPs misrepresented their knowledge regarding Vision's access to the funding required to implement the Vision Plan. On the first day of the Creditors Meeting, in response to multiple queries from creditors regarding the diligence that the BRPs had done to verify that Vision was in funds, the BRPs relied solely on the Standard Bank Letter (i.e. indicated that this was the only basis on which they had concluded that Vision was financially capable of implementing the plan), but then:

227.1. Proceeded on the second day of the Creditors Meeting to table the Lender Group's motion to delete the statement in the plan to the effect that the BRPs had received such proof of funds (without having given creditors prior notice of that motion); and

227.2. Failed to explain the implications of the aforesaid motion (i.e. that all the assurances they had provided on the first day of the Creditors Meeting with regards to Vision's access to funds were no longer valid or correct);

228. **Secondly**, while the BRPs published monthly progress reports as contemplated in section 132 of the Act, those reports always indicated that Vision was "cooperating" with the BRPs "fully" and never addressed Vision's lack of funding, the status of Vision's funding, or any other problems that had arisen in relation to Vision's failure to pay the Lender Group in the period between 11 January 2024 and 9 May 2025.

229. It must have become known to the BRPs that Vision was not in funds to complete the Acquisition, at the very latest, by the time the BRPs issued the Circular ahead of the Shareholders Meeting on 10 July 2024 (as the Circular demonstrated that



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the Lender Group and not Vision would keep the Retained Vision Debt of R3.6 billion and that the Acquisition had thus not been completed).

230. I am advised that the contents of the monthly progress reports do not comply with the requirements of section 132 / a proper interpretation thereof because the reports provided no meaningful details regarding the factual, contemporaneous status of the implementation of the Vision Plan. Should the BRPs dispute this, they are invited to produce the reports in which they allege to have discharged their duties under section 132 properly – while RGS' legal team have reviewed all the reports they are too voluminous to attach to this affidavit.

231. Thirdly, the BRPs abdicated their responsibilities by deferring to the Lender Group and accepting the Lender Group Position (i.e. that Vision need neither pay the Lender Group in full or acquire 100% of the LG Claims and Security in order for the Equity Conversion to proceed).

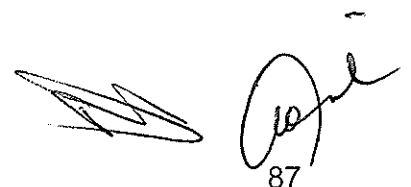
232. In terms of the Vision Plan, neither the Equity Conversion nor the Asset Transaction can be advanced before the full Acquisition by Vision of the LG Claims and Security has not been completed. This was confirmed by the Zwane Judgment.

233. The BRPs therefore acted in breach of the Vision Plan and thus unlawfully (i.e. contrary to section 152(5) of the Act) by seeking shareholder approval for the Equity Conversion in circumstances where the Acquisition had not been achieved, which resulted in the rejection of the Equity Conversion by shareholders, the switch to the Asset Transaction, and consequent major delays and additional expenses.



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234. **Fourthly**, the BRPs took no action when their own demands for transparent disclosures from Vision and the Lender Group – to which they had a right in terms of the Common Terms Agreement – were refused (i.e. the 8 and 16 October Demands).
235. On the BRPs' own version, they considered themselves "duty bound" to obtain the disclosures demanded in the 8 and 16 October Demands and to disseminate the relevant information to affected persons.
236. In response to the refusal of their demands, the BRPs could and should either have refused to proceed with the implementation of the Vision Plan pending compliance, or taken litigious steps to procure the information they needed to proceed with implementation on a lawful and reasonable basis.
237. By failing to take any action as aforesaid, the BRPs proceeded to implement the Vision Plan in ignorance of the status of the Acquisition which was a condition precedent to the implementation of the plan.
238. It is submitted that the BRPs' aforesaid conduct amounts to a breach of their duties *inter alia* to (i) investigate THL's affairs in terms of section 141 / a proper interpretation thereof, and (ii) supervise the lawful implementation of the Vision Plan according to its terms as per section 152(5) of the Act.
239. **Fifthly**, the BRPs took no action when Vision stated under oath that it was using THL's assets to raise the financing required to complete the Acquisition. On the BRPs' own version, they do not consider it necessary to investigate this issue at all.



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240. I am advised that the law does not generally permit directors to make company assets available to a prospective acquiror for purposes of raising the funds required to acquire the company. At any rate, the Vision Plan does not permit Vision to use THL's assets to do so.

241. In circumstances where the BRPs, on their own version, have not had sight of the relevant contractual and factual information regarding the Acquisition and Vision's financing, they cannot have satisfied themselves that the Acquisition has been completed lawfully.

242. It is submitted that the BRPs' aforesaid conduct amounts to a breach of their duties *inter alia* to (i) investigate THL's affairs in terms of section 141 / a proper interpretation thereof, and (ii) supervise the lawful implementation of the Vision Plan according to its terms as per section 152(5) of the Act.

243. Sixthly, the BRP's decision to ignore the findings contained in the Zwane Judgment is negligent and unreasonable.

244. Even if the BRPs were contemporaneously ignorant of the breaches of their duties and obligations listed above, they should have heeded the findings made by this Court in its judgment in the Previous Urgent Application (even if they disagreed with the judgment).

245. As indicated above (see paragraph 191), the Zwane Judgment included the following findings:

245.1. That the Asset Transaction was premised on the prior Acquisition;



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- 245.2. That Vision's refusal to provide proof of its payments and proof of the acquisition was "baffling";
- 245.3. That affected persons had the right to verify that the Vision Plan was being implemented lawfully, and that there was no reason for either Vision's payments, the Acquisition, or the transfer of the LG Claims and security to be shrouded in secrecy;
- 245.4. That Vision should provide proof that it has not encumbered THL's assets.
246. It is evident from the BRPs' letter of 16 July 2025 (see paragraph 199 above) that they paid no mind to the Zwane Judgment whatsoever and simply preferred their own views. In fact, by reiterating the arguments made by Vision in the Previous Urgent Application in response to the Zwane Judgment (i.e. in their letter of 16 July 2025), the BRPs effectively criticised the findings made by this Court.
247. The BRPs' conduct in this regard is inexplicable and irrational given that they demanded materially the same disclosures that were the subject matter of the Zwane Order in their 8 and 16 October Demands.
248. **Seventhly**, the BRPs acted negligently in refusing to take any steps to verify the authenticity of Vision's purported proof of payment of 11 January 2024. The abnormalities evident on the fact of that document are patent. No diligent person would have accepted it without further investigation.
249. **Finally**, the BRPs were negligent in failing to appreciate that mere payment by Vision to the Lender Group on 9 May 2025 did not render the Acquisition lawful and did not amount to compliance with the Vision Plan.

250. Full legal argument will be advanced in this regard at the hearing of this application.

RGS' ENTITLEMENT TO THE RELIEF SOUGHT IN THIS APPLICATION

251. I am advised that two of the core purposes of the Act are to:

251.1. "promote the development of the South African economy by encouraging **transparency and high standards of corporate governance** as appropriate, given the significant role of enterprises within the social and economic life of the nation."³³ and

251.2. "provide for the efficient rescue and recovery of financially distressed companies, **in a manner that balances the rights and interests of all relevant stakeholders.**"³⁴ (emphasis added.)

252. It is submitted that the BRPs' conduct described in the previous section of this affidavit is inconsistent with the objects and spirit of the Act in that it is unreasonably lacking in transparency and in that it fails to balance the rights and interests of affected persons with those of Vision.

253. I moreover wish to emphasise that Vision's lack of funding is not solely relevant to the Acquisition but goes to the heart of the viability of the Vision Plan and calls into question Vision's ability to realise the objectives of the Vision Plan post business rescue (i.e. since those objectives require further access to funds).

³³ Section 7(b)(iii) of the Act.

³⁴ Section 7(k) of the Act.



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(i) Relief in terms of section 140(3)(a) of the Act

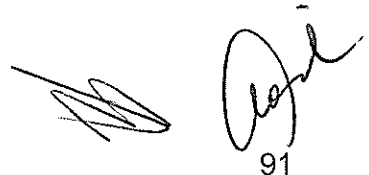
254. I am advised that section 140(3)(a) does not stipulate specific requirements that must be satisfied by an applicant to obtain an order in terms of which the Court directs business rescue practitioners to report to it.

255. I am further advised that the remedy contemplated in section 140(3)(a) is therefore clearly discretionary and that a Court's assessment of whether a case has been made out for relief will be dependent on the facts of each case and the extent of the irregularities and non-compliances placed before it.

256. It is submitted that if the Court finds that any one or more of the breaches of the BRP's duties alleged by RGS has been demonstrated, an order under section 140(3)(a) would be justified and consistent with the Act's objective of transparency. This is because each of the breaches alleged by RGS constitute serious failures on the BRPs' part in relation to their statutorily regulated supervision of THL's business rescue process, which affects the rights and interests of many thousands of creditors, shareholders, and employees.

257. It is humbly submitted that RGS has demonstrated on a balance of probabilities that the BRPs have acted unlawfully and in breach of their duties and that an order in terms of section 140(3)(a) of the Act is appropriate under the circumstances.

258. Full legal argument will be advanced in this regard at the hearing of this application.



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(ii) Alternative interdictory relief

259. I am advised that the alternative relief contemplated in paragraph 4 of the notice of motion constitutes final interdictory relief. RGS therefore needs to demonstrate (i) a clear right, (ii) an injury actually committed or reasonably apprehended, and (iii) the absence of similar protection by any other ordinary remedy.

260. RGS in its capacity as an admitted creditor of THL has the right to a lawful business rescue process in terms of which the Vision Plan is implemented according to its terms.

261. That right is both implicit from the statutory scheme of business rescue, see paragraphs 222 to 224 above, and flows directly from *inter alia* section 152(5) of the Act which enjoins the BRPs to implement the plan as adopted by creditors.

262. The rights of RGS, and all affected persons, have already suffered injury and further injuries are reasonably apprehended:

262.1. The BRPs have already breached their duties in the respects set out in the previous section of this affidavit; and

262.2. If the BRPs' are not directed to take remedial action by this Court, THL's assets will be transferred to Vision and THL will be delisted and liquidated in circumstances where the Vision Plan has not been implemented lawfully and the BRPs have not verified that Vision has derived any entitlement to take ownership of the company. The compromise of creditors' claims contemplated in the Vision Plan (i.e. unsecured creditors stand to receive 5c in the Rand in a total dividend of R75 million) will therefore not have been lawful.



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263. RGS has no similar protection by any other ordinary remedy. The BRPs are, on their own version, in the very final stages of transferring THL's assets to Vision and delisting and liquidating THL. Those actions are irreversible and cannot be addressed by way of damages or any other remedy in due course.

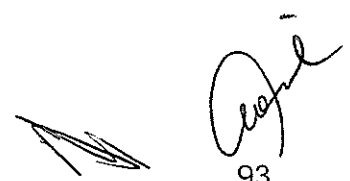
URGENCY

264. It is evident from the protracted history of this dispute that RGS made every attempt to obtain relief to remedy the systemic issues that have marred THL's business rescue process timeously, as and when they arose.

265. In response to Part A of the Pending Application, both the BRPs and Vision argued that RGS had not made out a case for urgency because the severely delayed implementation of the Vision Plan meant that final irreversible steps in transferring THL's assets to Vision and the delisting and liquidation of THL were so far on the horizon that RGS stood to obtain substantial redress from a hearing in due course.

266. In doing so, the BRPs and Vision succeeded only in kicking the can down the road.

267. When Part A of the Pending Application was dismissed RGS had to proceed with Part B of its case in the ordinary course. However, when Vision and the BRPs announced that Vision had allegedly paid the Lender Group on 9 May 2025, RGS sought proof that the Acquisition had been completed lawfully, and when Vision and the BRPs refused to provide such proof RGS proceeded directly to launch the Previous Urgent Application.

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268. When the Zwane Judgment was handed down RGS waited for Vision to comply with the order, and when the application for leave to appeal was filed it sent letters of demand to the BRPs immediately as detailed above.

269. RGS' demands of the BRPs were productive in that they lead to the BRPs obtaining the proofs of payment, but the BRPs thereafter refused to take any further action on the basis that they had determined that they require no further proof that the Acquisition was completed lawfully.

270. The last correspondence from the BRPs was received on Friday, 1 August 2025 (see paragraph 220 above). RGS then consulted with its attorneys and counsel on Monday, 4 August 2025. This application was prepared over five court days between 5 and 11 August 2025. It is humbly submitted that given the scope and complexity inherent in this dispute, RGS acted as swiftly as possible in launching this application.

271. The filing deadlines contemplated in the notice of motion are moreover reasonable and provide the respondents more time to file their answering papers than RGS had to prepare this application.

272. RGS manifestly does not stand to receive substantial redress from a hearing in due course. Although the BRPs have not provided an exact timeframe regarding the transfer of THL's assets to Vision or the delisting and liquidation of THL, they have confirmed that they are in the very final stages of doing so and that all preparatory implementation steps have already been completed to that end.



LEAVE TO BRING THIS APPLICATION IN TERMS OF SECTION 133(1)(b)

273. It is submitted that it is in the interests of justice for this Court to grant RGS leave to bring this application in terms of section 133(1)(b) of the Act.

274. The moratorium which shields a company in business rescue is intended to give the company breathing room to recover from its financial distress, not to insulate the BRPs from being held accountable.

275. I am advised that in order to make out a case for leave under section 133(1)(b) of the Act, RGS needs to (i) establish a prima facie case against THL / the BRPs, and (ii) give full reasons why the proceedings are necessary and appropriate.

276. It is humbly submitted that RGS has satisfied both of the aforesaid requirements on the basis already set out above and that the granting of leave is both fair and convenient. Full legal argument will be advanced in this regard at the hearing of this application.

CONDONATION REGARDING SERVICE ON AFFECTED PERSONS

277. It is impossible for RGS to serve this application on all of the affected persons in THL's business rescue (i.e. the tenth respondent). THL has thousands of creditors, shareholders, and employees.

278. I am advised that an application for substituted service is not feasible given the time that it would take and the inevitable opposition that it would attract from the BRPs and Vision.

279. It is moreover submitted that substituted service would be superfluous given that this application will be published by the BRPs on THL's business rescue website,

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which would in any event have been the manner of service requested in an application for substituted service.

280. In the 33 months that THL has been under business rescue supervision (i.e. since 27 October 2022), the THL business rescue website has been the primary mechanism through which the BRPs have communicated with affected persons.

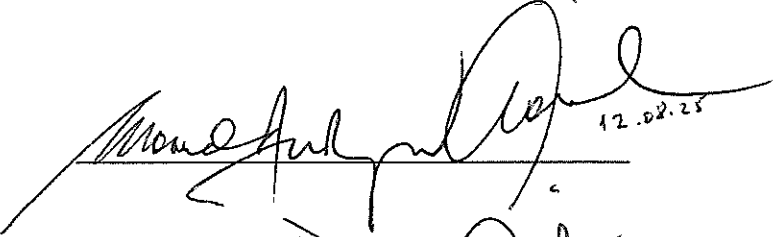
281. All the numerous previous court applications that have been brought in relation to THL's business rescue (including e.g. the various SASA-related applications, the previous RGS applications, and the previous litigation brought by Powertrans) have been published by the BRPs on the website and affected persons are therefore accustomed to monitoring the website (which is also where the BRPs post their monthly progress reports).

282. It is therefore submitted that publication by the BRPs of this application on the THL business rescue website will result in affected persons being provided with notice thereof, and that an order condoning RGS' failure to serve this application on affected persons individually is warranted.

CONCLUSION

283. It is submitted that the complexity and scope of this application, as well as the BRP's conduct therein, warrants a costs order on Scale C.

284. I therefore humbly pray for an order in terms of the notice of motion.



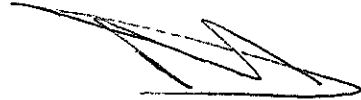
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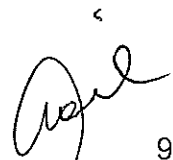
MOMADE AQUIL RAJAHUSSEN

I certify that the deponent has acknowledged that he knows and understands the contents of this affidavit, which was signed and sworn to before me at DURBAN on this the **12th** day of **AUGUST 2025**, the regulations contained in Government Notice No. 1258 of 21 July 1972, as amended by Government Notice No. 1648 of 17 August 1977, as amended having been complied with.



COMMISSIONER OF OATHS

MUHAMMAD DANGOR
COMMISSIONER OF OATHS
PRACTISING ATTORNEY, CONVEYANCER AND NOTARY PUBLIC
331 ST THOMAS ROAD, DURBAN
REPUBLIC OF SOUTH AFRICA



THE PARTIES

1. The applicant is **RGS GROUP HOLDINGS LIMITED** a company duly incorporated in terms of the law of the Republic of Mauritius with registration number C124230-C2/GBL, having its principal place of business at no 5 President John Kennedy Street, Port Louis, Mauritius.
2. The first respondent is **TONGAAT HULETT LIMITED (IN BUSINESS RESCUE)**, a public company duly incorporated in terms of the company laws of the Republic of South Africa , with registration number 1892/00610/06, currently in business rescue, and having its principal place of business at Amanzimnyama Hill Road, Tongaat, Kwa-Zulu Natal.
3. The second respondent is **TREVOR JOHN MURGATROYD N.O.**, an adult male director of Metis Strategic Advisors (Pty) Ltd which has its principal place of business at Jindal Africa Building, 22 Kildoon Road, Bryanston, Johannesburg. Mr Murgatroyd is one of the three duly appointed joint business rescue practitioners of THL.
4. The third respondent is **PETRUS FRANCOIS VAN DEN STEEN N.O.**, an adult male director of Metis Strategic Advisors (Pty) Ltd which has its principal place of business at Jindal Africa Building, 22 Kildoon Road, Bryanston, Johannesburg. Mr van den Steen is one of the three duly appointed joint business rescue practitioners of THL.

A handwritten signature in black ink, appearing to be 'A. Steen', is located at the bottom right of the page.

5. The fourth respondent is **GERHARD CONRAD ALBERTYN N.O.**, an adult male director of Metis Strategic Advisors (Pty) Ltd which has its principal place of business at Jindal Africa Building, 22 Kildoon Road, Bryanston, Johannesburg. Mr Albertyn is one of the three duly appointed joint business rescue practitioners of THL.
6. The fifth respondent is **VISION INVESTMENTS 155 (PTY) LTD** (registration number 2023/178789/07), a private company with limited liability duly incorporated in terms of the company laws of the Republic of South Africa and having its principal place of business at 135 Beethoven Street, Waterkloof Glen, Pretoria.
7. The sixth respondent is **TERRIS AGRIPRO (MAURITIUS)** (registration number 171903GBC), a company duly registered and incorporated in accordance with the company laws of the Republic of Mauritius and whose further details are unknown to the applicant.
8. The seventh respondent is **REMOGGO (MAURITIUS) PCC** (registration number 117836 C1/GBL), a fund registered and incorporated in accordance with the laws of Mauritius and whose further details are unknown to the applicant.
9. The eighth respondent is **GUMA AGRI AND FOOD SECURITY LIMITED (MAURITIUS)** (registration number C192979), a company duly registered and incorporated in accordance with the laws of Mauritius and whose further details are unknown to the applicant.
10. The ninth respondent is **ALMOIZ NA HOLDINGS LIMITED (UNITED ARAB EMIRATES)** (registration number 67410836), a company registered and



incorporated in accordance with the laws of the United Arab Emirates and whose further details are unknown to the applicant.

11. The tenth respondent is **THE AFFECTED PERSONS IN THE SIXTH RESPONDENT'S BUSINESS RESCUE**. These parties are joined in this application in so far as they may be interested in the outcome of these proceedings.

Two handwritten signatures are located at the bottom right of the page. The signature on the left is a stylized, cursive mark, possibly reading 'AD'. The signature on the right is also cursive and appears to be 'A. J.' or similar.



"MAR2"

TongaatHulett®

- Delivered by Email To:**
- All known Affected Persons of Tongaat Hulett Limited (in business rescue)
 - Companies and Intellectual Property Commission
- Displayed:**
- Registered office and principal place of business of the Company
- Published:**
- On the website maintained by the Company and accessible to Affected Persons
 - Availability recorded in an announcement to shareholders on the Stock Exchange News Service (SENS), released after distribution.
-

July 2025

REPORT ON THE STATUS OF THE BUSINESS RESCUE PROCEEDINGS OF TONGAAT HULETT LIMITED (IN BUSINESS RESCUE) ("COMPANY" OR "THL")

1. GENERAL

1.1. Section 132(3)(a) and section 132(3)(b) of the Companies Act 71 of 2008, as amended ("**Companies Act**"), stipulates that when the business rescue proceedings of a company have not concluded within 3 months of the date on which they commenced, a business rescue practitioner is required to -

1.1.1. prepare a report on the progress of the business rescue, and update it at the end of each subsequent month until the end of the business rescue proceedings; and

1.1.2. deliver the report and each update to each affected person and to the Companies and Intellectual Property Commission ("**CIPC**").

1.2. In compliance with the sections referred to in paragraph 1.1 above, we hereby provide you with the report number thirty one, being the July 2025 report, on the status of the Company's business rescue proceedings.

2. BUSINESS RESCUE UPDATES

The following matters have occurred and/or remain relevant since the distribution and publication of the Company's June 2025 business rescue status update report:

2.1. Implementation of the Adopted Amended Business Rescue Plan

- 2.1.1. The business rescue practitioners ("**BRPs**") continue to advance the necessary steps for purposes of implementing the Amended Business Rescue Plan ("**the Plan**") for THL as approved and adopted by the requisite majority of creditors on Thursday 11 January 2024 in accordance with section 151 of the Companies Act.
- 2.1.2. The implementation of the Asset Transaction in accordance with the Plan is an ongoing process, which contemplates the sale of the Company's business and assets as a going concern, as a group, to the Vision Parties ("**Vision**") being the sale of *inter alia*:
 - 2.1.2.1. the South African assets, including the South African sugar business and head office; and
 - 2.1.2.2. the shares in and claims against each of the subsidiaries in Zimbabwe, Mozambique, and Botswana.
- 2.1.3. The parties to the transaction are continuing to work towards the implementation of the Asset Transaction in the shortest possible timeframe. The transaction is now into the final stages of implementation aimed at fulfilling the required conditions set out in the Plan.
- 2.1.4. The final timing of implementation will be communicated to Affected Persons as soon as the expected dates for fulfilment of suspensive conditions contained in the sale agreements are finalised.

2.2. Business Rescue Proceedings of other Tongaat Hulett Group Entities

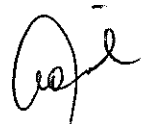
- 2.2.1. The business rescue plan for Tongaat Hulett Developments Proprietary Limited ("**THD**") as approved and adopted by the relevant Affected Persons on Tuesday 30 May 2023 continues to be implemented.



- 2.2.2. The BRPs continue to advance the necessary steps for purposes of implementing the Adopted Amended Business Rescue Plans of both Tongaat Hulett Sugar South Africa Proprietary Limited (in business rescue) ("**THSSA**") and Voermol Feeds Proprietary Limited (in business rescue) ("**Voermol**") as approved and adopted by the requisite majority of creditors on Wednesday 31 January 2024 in accordance with section 151 of the Companies Act.
- 2.2.3. Separate monthly status update reports are provided for THD, THSSA and Voermol, which reports are uploaded and made accessible to Affected Persons on the Company's website at: <http://www.tongaat.com>, under the 'Business Rescue' tab.

2.3. Litigation Matters

- 2.3.1. **Declarator Application:** A date for the hearing of the Company's appeal in the Supreme Court of Appeal (SCA) with respect to the Company's SASA redistribution payments has not yet been allocated by the SCA Registrar. The Notice of Appeal is available for download at <https://www.tongaat.com/sca-notice-of-appeal-26-august-2024/>
- 2.3.2. RGS Group Holdings Limited ("**RGS**") **First Urgent Application (case number D13702/24)- Part B:** All pleadings in respect of Part B have been exchanged. RGS has not yet delivered its Heads of Argument. Details relating to this application can be accessed at <https://www.tongaat.com/rgs-urgent-application/>
- 2.3.3. **Turks Application (case number 058067-2025):** The Company and all Vision respondents have served their respective answering affidavits. No replying affidavit has been received from the applicants, and they have not taken further steps to progress the application. Details relating to this application can be accessed at <https://www.tongaat.com/thl-notice-to-affected-persons-8-may-2025/>
- 2.3.4. **RGS Second Urgent Application (case number 2025-079452)** This application was called for hearing on 11 June 2025 before the Honourable Acting Justice Zwane, who handed down judgment on 4 July 2025 ("**the judgment**"). Zwane AJ, ruled, *inter alia*, that the Vision Parties are directed to provide RGS with certain documents relating to the transaction between the Lender Group and Vision. The Vision Parties delivered their application for leave to appeal the judgment on 10 July 2025, which suspends the operation of the orders contained in the judgment. The parties are awaiting the allocation of a hearing date for the application for



leave to appeal. Details relating to this application can be accessed at <https://www.tongaat.com/thl-notice-to-affected-persons-3-june-2025/>

2.4. Creditor Claims

2.4.1. Creditors are reminded to review their claims as they are reflected in 'Annexure A' of the Plan, which reflects all claims in accordance with the Company's records. In the event that any Creditor identifies any discrepancies between its submitted claim and the claim amount recorded by the Company, please do not hesitate to contact us on: BR@tongaat.com.

2.4.2. Take note that the Plan provides a process for Creditors to deal with any remaining disputes related to claims, and Creditors who dispute their claims reflected in the Plan, will be at liberty to follow such process, if they so wish.

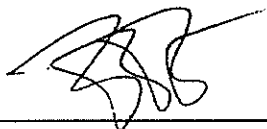
3. CLOSING REMARKS

3.1. It remains our view that the Company stands a reasonable prospect of being rescued, as contemplated in section 128(1)(h) of the Companies Act, in a manner that will balance the rights and interests of all Affected Persons.

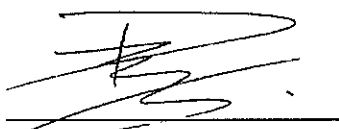
3.2. Affected Persons are reminded that all notices and documents regarding the business rescue proceedings of the Company that have been and/or will be circulated to all known Affected Persons are or will be published and made available to all Affected Persons on the Company's website at: www.tongaat.com, under the 'Business Rescue' tab.

3.3. If you have any queries, they may be directed to the business rescue email address at: BR@tongaat.com.

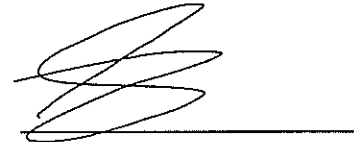
Yours faithfully,



TJ Murgatroyd



PF van den Steen



GC Albertyn

The Joint Business Rescue Practitioners of Tongaat Hulett Limited (in business rescue)



Companies and Intellectual Property Commission
Republic of South Africa

Form CoR 125.1

About this Form

- This form is issued in terms of section 132 and 141 of the companies Act, 2008, and Regulation 125 of the Companies Regulations, 2011.
- This Notice and the attached report must be published to every affected person, and to-
 - a) The Commission, if the business rescue proceedings were started by the company; or
 - b) The court, if the proceedings were ordered by the court.
- A report and Notice must be issued at the end of the first three months of the business rescue proceedings, and at regular monthly intervals after that

Contacting the
Commission

The Companies and Intellectual
Property Commission of South
Africa

Postal Address
PO Box 429
Pretoria
0001
Republic of South Africa
Tel: 086 100 2472

www.cipc.co.za

Business Rescue Status Report

Date: July 2025

Customer Code: WERKMP

Concerning

(Name and Registration Number of Company)

Name: Tongaat Hulett Limited

Registration No: 1892/000610/06

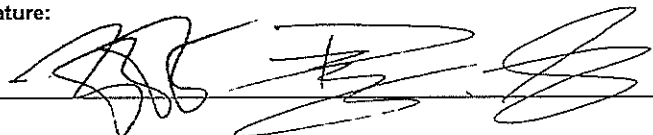
The above named company commenced business rescue proceedings on
27 October 2022

Because the business rescue proceedings have not concluded within three months, the appointed business rescue practitioner provides the attached report in terms of section 132 (3).

Name and Title of person signing on behalf of the Practitioner:

TJ Murgatroyd, PF van den Steen & GC Albertyn
Joint Business Rescue Practitioners

Authorised Signature:





"MAR3"

RGS GROUP HOLDINGS LTD

08th July 2024

BY EMAIL

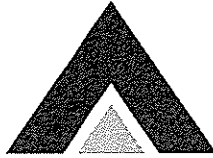
To: **Trevor Murgatroyd**
Peter van den Steen
Gerhard Albertyn

Joint Business Rescue Practitioners
Tongaat Hulett Limited (in Business Rescue)
Amanzimnyama Hill Road
Tongaat
4400
KwaZulu-Natal

Dear Sirs,

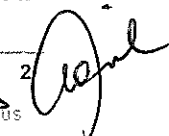
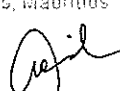
Tongaat Hulett Limited (In Business Rescue): Proposed Acquisition

1. We refer to the Business Rescue Plan of Tongaat Hulett Limited ("THL") adopted on 11 January 2024 (the "**THL BR Plan**") and the related business rescue plans of THL's subsidiaries (together with the THL BR Plan, the "**BR Plans**").
2. We understand that the BR Plans as adopted may not be capable of implementation on their current terms.
3. Consequently, RGS Group Holdings Ltd ("**RGS**") wishes to confirm that it remains interested in acquiring, and is willing to acquire, a controlling interest in THL (the "**Transaction**") on the following terms:
 - o RGS will inject **ZAR 4,451,451,350** into THL (the "**Capital Injection**") on closing of the Transaction in consideration for which RGS will acquire 90% of the issued shares in THL.
 - o The Capital Injection to be used as follows:
 - ZAR 4,000,000,000 will be paid to the Senior Secured Lenders by THL in full and final settlement of their claims against THL and its subsidiaries and following such payment all security held by the Senior Secured Lenders from THL and all of its subsidiaries will be released. It should be noted that the Transaction does not contemplate that RGS will acquire the claims of the Senior Secured Lenders but that RGS will fund THL for the purposes of settling the Senior Secured Lenders;



RGS GROUP HOLDINGS LTD

- Unsecured Creditors [other than the South African Sugar Association (“SASA”) and the Industrial Development Corporation of South Africa Limited (“IDC”)] will be settled 100% of their unsecured credit claims as follows:
 - ZAR 451,451,350 will be utilised at closing date to settle unsecured creditor claims as follows:
 - i. To pay up to the first ZAR 75,000 of each such unsecured creditor’s claim; and
 - ii. To pay up to 65 cents in the Rand of any balance of each such unsecured creditor’s claim.
 - The balance of unsecured creditors’ claims, up to 35 cents in the Rand, will be paid in instalments over a five-year period starting from the first anniversary of the closing date on an interest free basis.
 - RGS will advance a subordinated shareholder loan to THL of ZAR 525,956,121 plus an amount equal to interest thereon calculated at the prime overdraft rate of First National Bank from 30 June 2024 to the date of payment which will be used to settle the agreed compromised claim of SASA. This loan will be subordinated and only repayable to the extent THL’s assets exceed its liabilities and the IDC’s post commencement finance facility has been repaid in full.
 - RGS will make available the necessary working capital facility to THL on closing of the Transaction which will be used in whole or in part to settle the IDC’s post commencement financing facility.
 - The Transaction will be implemented through a subsidiary of RGS incorporated in South Africa.
4. All of the above payments will be made by RGS on closing of the Transaction.
5. In order to finance the Transaction, we propose to utilise:
- Up to USD 300,000,000 of a USD 500,000,000 Global Corporate Facility (the “**Afreximbank Facility**”) to be provided to RGS by African Export Import Bank (“**Afreximbank**”); and
 - To the extent required, RGS’ own internal cash resources.
6. We attach a copy of a letter addressed to RGS by Afreximbank confirming that Afreximbank is in the process of approving the Afreximbank Facility. To the extent you

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RGS GROUP HOLDINGS LTD

wish to verify the contents of this letter you may contact the following person at Afreximbank:

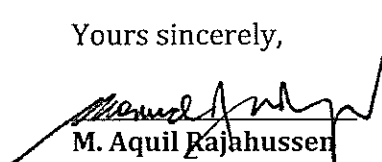
Mr Humphrey Nwugo
Regional Chief Operating Officer (Southern Africa)
Email: hnnwugo@afreximbank.com

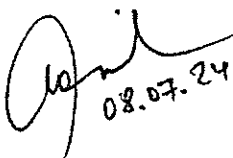
7. As additional comfort that RGS will meet its funding commitments under the Transaction we have arranged for credit guarantees to be issued in favour of the Senior Secured Lenders, SASA, and the IDC by EMOSE – Empresa Moçambicana de Seguros, S.A (“EMOSE”).
8. We attach a copy of a letter addressed to RGS by EMOSE confirming its willingness to issue the credit guarantees. To the extent you wish to verify the contents of this letter you may contact the following person at EMOSE:

Mr Santos Magaia
Chief Operating Officer
Email: santos.magaia@emose.co.mz
9. We believe we will be in a position to close the Transaction before the end of this calendar year.
10. As we have previously advised, we believe that significant synergies exist between the respective operations of THL and RGS and that RGS has the technical expertise to effect a permanent turnaround of THL’s business that keeps THL whole without any requirement to dispose of any parts of the THL Group.
11. This letter does not constitute a binding obligation on RGS and is subject to the adoption of amended business rescue plans for THL and its subsidiaries and the conclusion of definitive documentation.

We would welcome the opportunity to re-engage with you on the proposed Transaction and look forward to your favourable response.

Yours sincerely,


M. Aquil Rajahussen
(Chairman)


08.07.24



RGS GROUP HOLDINGS LTD





RGS GROUP HOLDINGS LTD

17 September 2024

BY EMAIL

To: **The Joint Business Rescue Practitioners of Tongaat Hulett Ltd**

**Trevor Murgatroyd
Peter van den Steen
Gerhard Albertyn**

Dear Sirs,

Tongaat Hulett Limited (In Business Rescue): Proposed Acquisition

1. We refer to the Business Rescue Plan of Tongaat Hulett Limited ("THL") adopted on 11 January 2024 (the "THL BR Plan") and the related business rescue plans of THL's subsidiaries (together with the THL BR Plan, the "BR Plans") as well as to our previous letter dated 8 July 2024.
2. Subsequent to our previous letter and on 8 August 2024 shareholders voted to reject the debt-to-equity conversion that was the "key feature" of the THL BR Plan. It is evident from correspondence sent to the BRPs by shareholders prior to the shareholders' meeting that the debt-to-equity conversion was rejected on grounds of the same concerns that RGS has consistently brought to your attention since the adoption of the THL BR Plan.
3. Chief amongst these concerns is the fact that the Vision Parties have still not paid the purchase price due by them for the acquisition of the Lender Group's claims and security, and that the Vision Parties have thus neither acquired nor taken transfer of the Lender Group's claims. Despite numerous requests from RGS, Powertrans, and latterly the shareholders, the Vision Parties have refused to provide any clarity in this regard and the BRPs have repeatedly stated that they do not have a copy of the acquisition agreement.
4. The significance of this lack of transparency derives from the unusual nature of the THL BR Plan in that the Vision Parties never intended to inject any capital into THL but rather undertook, once they had acquired the Lender Group's claims and security, (i) to acquire a 97.3% shareholding in THL in exchange for a c.R4 billion reduction of the Lender Group's former claims against THL; and, (ii) to retain the remaining c.R3.6 billion component of the Lender Group's former claims on terms "significantly more favorable" to THL. Shareholders therefore refused to approve the debt-to-equity conversion in



RGS GROUP HOLDINGS LTD

circumstances where neither the BRPs nor the Vision Parties were willing to confirm that the latter had in fact taken ownership of the Lender Group's claims and security.

5. Following the rejection by shareholders of the debt-to-equity conversion the BRPs have issued numerous notices stating that they will now proceed with the "alternative transaction" referred to in paragraph 6.1.7 of the THL BR Plan ("**the Vision Asset Transaction**"). The Vision Asset Transaction entails the sale of all THL assets to a company to be nominated by the Vision Parties. The purchase price payable by the Vision Parties in this regard is to be set off against the Lender Group's claims and security.
6. The Vision Asset Transaction contemplated in paragraph 6.1.7 of the THL BR Plan does not, however, constitute a valid alternative business rescue plan. It does not comply with the provisions of, for example, section 150 of the Companies Act in that it does not include the mandatory statement of assumptions and conditions contemplated in section 150(2)(c) of the Act. No information is, for example, provided with regard to:
 - o THL's current financial position (the financial information contained in the plan now being over 8 months old);
 - o the taxes, recoupments and transactional expenses that the asset sale will attract; and,
 - o the effect that the asset sale (which includes the sale of THL's businesses as going concerns) will have on the terms and conditions of employees' employment.
7. Since the debt-to-equity conversion has failed and the Vision Asset Transaction does not constitute a valid alternative business rescue plan, it will clearly be necessary to table the Vision Asset Transaction in an expanded form that complies with the requirements of *inter alia* section 150 of the Companies Act at a creditors' meeting for approval.
8. RGS Group Holdings Ltd ("**RGS**") wishes to confirm that it remains interested in acquiring, and is willing to acquire, a controlling interest in THL on the following terms (the "**RGS Transaction**"):
 - o RGS will inject **ZAR 4,451,451,350** into THL (the "**Capital Injection**") on closing of the RGS Transaction in consideration for which RGS will acquire 90% of the issued shares in THL.
 - o The Capital Injection to be used as follows:
 - ZAR 4,000,000,000 will be paid to the Senior Secured Lenders by THL in full and final settlement of their claims against THL and its subsidiaries and following such payment all security held by the Senior Secured Lenders from THL and all of its subsidiaries will be released. It should be noted that



RGS GROUP HOLDINGS LTD

the RGS Transaction does not contemplate that RGS will acquire the claims of the Senior Secured Lenders, but that RGS will fund THL for the purposes of settling the Senior Secured Lenders;

- Unsecured Creditors [other than the South African Sugar Association (“SASA”) and the Industrial Development Corporation of South Africa Limited (“IDC”)] will be settled 100% of their unsecured credit claims as follows:
 - ZAR 451,451,350 will be utilised at closing date to settle unsecured creditor claims as follows:
 - i. To pay up to the first ZAR 75,000 of each such unsecured creditor’s claim; and
 - ii. To pay up to 65 cents in the Rand of any balance of each such unsecured creditor’s claim.
 - The balance of unsecured creditors’ claims, up to 35 cents in the Rand, will be paid in instalments over a five-year period starting from the first anniversary of the closing date on an interest free basis.
- RGS will advance a subordinated shareholder loan to THL of ZAR 525,956,121 plus an amount equal to interest thereon calculated at the prime overdraft rate of First National Bank from the date of advance to the date of payment which will be used to settle the agreed compromised claim of SASA. This loan will be subordinated and only repayable to the extent THL’s assets exceed its liabilities and the IDC’s post commencement finance facility has been repaid in full.
- RGS will make available the necessary working capital facility to THL on closing of the RGS Transaction which will be used in whole or in part to settle the IDC’s post commencement financing facility.

9. All of the above payments will be made by RGS on closing of the RGS Transaction.

10. In order to finance the RGS Transaction, we propose to utilize:

- Up to USD 300,000,000 of a USD 500,000,000 Global Corporate Facility (the “**Afreximbank Facility**”) to be provided to RGS by African Export Import Bank (“**Afreximbank**”); and,
- To the extent required, RGS’ own internal cash resources.



RGS GROUP HOLDINGS LTD

11. We attach a copy of a letter addressed to RGS by Afreximbank confirming that Afreximbank is in the process of approving the Afreximbank Facility. To the extent that you wish to verify the contents of this letter you may contact the following person at Afreximbank:

Mr Humphrey Nwugo

Regional Chief Operating Officer (Southern Africa)

Email: hnwugo@afreximbank.com

12. As additional comfort that RGS will meet its funding commitments under the RGS Transaction we have arranged for credit guarantees to be issued in favour of the Senior Secured Lenders, SASA, and the IDC by EMOSE – Empresa Moçambicana de Seguros, S.A (“EMOSE”).

13. We attach a copy of a letter addressed to RGS by EMOSE confirming its willingness to issue the credit guarantees. To the extent you wish to verify the contents of this letter you may contact the following person at EMOSE:

Mr Santos Magaia

Chief Operating Officer

Email: santos.magaia@emose.co.mz

14. We believe we will be in a position to close the RGS Transaction within four (4) months of the adoption of the RGS Transaction as an approved business rescue plan.

15. As we have previously advised, we believe that significant synergies exist between the respective operations of THL and RGS and that RGS has the technical expertise to effect a permanent turnaround of THL’s business that keeps THL whole without any requirement to dispose of any parts of the THL Group.

16. RGS therefore requests that the RGS Transaction be considered by the BRPs as an alternative to the Vision Asset Transaction and that the BRPs then, in the exercise of their judgment, publish a plan that offers the best prospects of rescuing THL, offers the best return for creditors, and offers the best result for all affected persons including shareholders and employees.

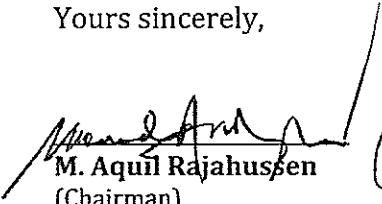
17. This letter does not constitute a binding obligation on RGS and is subject to the adoption of amended business rescue plans for THL and its subsidiaries and the conclusion of definitive documentation.



RGS GROUP HOLDINGS LTD

We would welcome the opportunity to engage with you further on the proposed RGS BR Plan and look forward to your favorable response.

Yours sincerely,


M. Aquil Rajahussen
(Chairman)
17.09.24



RGS GROUP HOLDINGS LTD





"MAR5"

Date: 27 March 2025

Our Ref: Mr D Moodley/SG/RGS514

Your Ref:

URGENT

MESSRS WERKMANS ATTORNEYS

ATT: TREVOR BOSWELL AND SIMONE GAST

Per Email: tboswell@werksmans.com;
sgast@werksmans.com

CC: Vision Parties, the Lender Group, and the IDC

1st Floor

94 Florida Road

Durban, 4001

PO Box 35546

Northway, 4965

Tel: +27 31 301 8623

Email: reception@dmatt.co.za

Dear Sirs,

RE: TONGAAT HULETT LIMITED (IN BUSINESS RESCUE)

Introduction

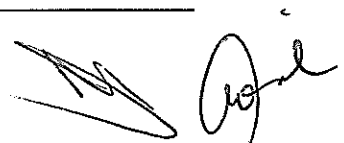
1. As you are aware, we act on behalf of RGS Group Holdings Limited ("RGS").
2. RGS's supplementary affidavit for purposes of Part B of the application launched by it in the Durban High Court on 6 November 2024 (under case number D13702/2024) ("the Application") is at an advanced stage of completion. We expect to be in a position to serve and file the affidavit before close of business tomorrow, Friday 28 March 2025.
3. RGS indicated in the founding affidavit that it would seek to have Part B of the Application heard on an expedited basis. In their answering affidavit, the BRPs undertook to "co-operate in ensuring Part B is heard as expeditiously as possible." We trust that the BRPs will honour this undertaking and support correspondence

Senior Practitioner: D Moodley
Attorneys: T Naicker | B Henry
Candidate Attorneys: S Gathiram | S Naidoo | B Scheepers
Practice Manager: N Govender

which RGS intends to address to the Judge President in due course to request a preferential hearing allocation.

Vision's continued inability to fund the Acquisition

4. The BRPs first announced that Vision would acquire the Lender Group's claims via SENS on 9 November 2023. In terms of the first transfer certificate concluded by Vision and the Lender Group, payment by Vision was due on 6 December 2023, which payment did not occur.
5. The Vision Plan, which was adopted on 11 January 2024, assumes that the Vision Transactions, including the Acquisition, would have been completed by 1 April 2024 (see e.g. paragraphs 14.1.1.1 and 14.1.2.1 of the Plan), which also did not happen.
6. In its answering affidavit filed in the Application, Vision alleges that it paid a non-refundable deposit of R1.6 billion to the Lender Group on 11 January 2024 (i.e. by the close of the creditors meeting at which the Plan was adopted). No proof demonstrating that the deposit was paid as aforesaid has ever been provided.
7. At the creditors meeting Vision's ability to fund the Acquisition was raised numerous times by creditors, both the BRPs and Vision assured creditors that Vision had sufficient funds to implement the Plan and that the BRPs had received a letter from Standard Bank confirming this (i.e. that Vision had sufficient funds to fully implement the Plan). A copy of the Standard Bank letter is attached, marked "A".
8. Creditors voted to adopt the Vision Plan on the basis of the proof of funds ostensibly provided in terms of the Standard Bank letter. After 15 months in which Vision has failed to raise the funds necessary to either achieve the Acquisition or implement the plan, it is clear that the contents of the Standard Bank letter were untruthful.
9. RGS moreover recalls that when the BRPs announced that Kagera had been selected as the preferred Strategic Equity Partner and that Kagera would be funded by the IDC, Vision (aka Terris) publicly questioned how the IDC could provide funding



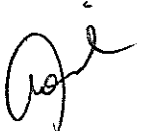
to a competing bidder. The queries raised by Vision in this regard ultimately contributed to the BRPs disqualifying Kagera and recommencing their search for a party to acquire THL out of business rescue.

10. Fifteen months after the Acquisition was announced, the prejudice which THL and all its stakeholders have suffered as a result of the continued implementation of the Vision Plan in circumstances where Vision has never had the requisite funding, is far worse than the prejudice which the aborted Kagera Plan ever brought to bear.
11. Vision's consistent failure to raise the funds necessary to complete the Acquisition has necessitated various indulgences, both from the BRPs and the Lender Group, and extensions of the payment deadline contemplated in the Acquisition Agreement, none of which were communicated to creditors.
12. In the answering affidavits filed by the BRPs and Vision in the Application during November 2024, it was alleged that there was nothing remiss about the timing of Vision's payment to complete the Acquisition and that such payment "was required to occur" by 31 December 2024. Once again, Vision failed to make payment by this extended date.
13. The fact that Vision had failed to make payment to the Lender Group by 31 December 2024 was confirmed in numerous sets of further affidavits that were filed by the BRPs and Vision during early January 2025 shortly before the hearing of Part A of the Application.
14. Both the BRPs and Vision, in terms of their aforesaid further affidavits, alleged that Vision would now make the necessary payment by a further extended deadline of 31 March 2025.
15. No explanation was provided as to why Vision failed to make payment by 31 December 2024. During the hearing of Part A of the Application, the presiding judge directly questioned counsel for Vision in relation to Vision's failures to make the



necessary payment and enquired as to when such continued defaults would, in Vision's view, entitle RGS to Part A relief.

16. In response, counsel for Vision in summary assured the Court that the delay between 31 December 2024 and 31 March 2025 was an understandable commercial delay but conceded that, should Vision fail to make payment by the latter date, there would be grounds for the type of relief sought by RGS in Part A of the Application.
17. RGS now understands that the BRPs and Standard Bank are attempting to procure funding on Vision's behalf from the IDC pursuant to an argument that if the IDC does not step in to provide funding to Vision, THL will be liquidated resulting in massive job losses and large scale damage to the KZN economy.
18. This is not in fact the case as RGS has repeatedly sent correspondence to the BRPs informing them of RGS's continued commitment to step into the breach left by the failed Vision Plan and to acquire THL out of business rescue.
19. RGS wishes to reiterate the terms of its most recent offer to the BRPs, dated 17 September 2024, to acquire THL out of business rescue. For ease of reference, a copy of RGS' letter of 17 September 2024 is attached, marked "B". The terms of that offer remain valid and open to acceptance by the BRPs.
20. In response to RGS's letter of 17 September 2024, the BRPs simply stated that they were unable to consider RGS' offer because the Vision Plan remained "binding" and they were thus "duty bound to continue to implement" it. A copy of the letter received from the BRPs in response to RGS's letter of 17 September 2024 is attached, marked "C".
21. We wish to remind you that in terms of the Companies Act, the failure of the Vision Plan due to having lapsed or due to impossibility of implementation, does not lead to the failure of the business rescue process and does not result in liquidation. The position would then be akin to one in which a business rescue plan had never been adopted. In terms of section 153 of the Act, a creditors meeting will thus have to be



convened to consider the future of the company, at which meeting any creditor may table an alternative plan for consideration. Liquidation will only result pursuant to a court order converting the business rescue into liquidation as contemplated e.g. in section 132(3)(a)(ii) of the Act.

22. Should a creditors meeting be convened after the BRPs declare the Vision Plan to have lapsed and / or failed, RGS formally confirms and undertakes to table an alternative business rescue plan for creditors' consideration. As was the case with all previous offers made by RGS, the terms of such business rescue plan will be objectively superior to the terms presently offered in terms of the failed Vision Plan and will, in particular, result in more favourable returns for both creditors and shareholders.

Conclusion

23. To this end, RGS signed a facility term sheet with Afrexim Bank on 22 January 2025 which contemplates funding of up to USD 280 million specifically for purposes of the offer set out in RGS' letter of 17 September 2024 (i.e. Annexure "B" above). A copy of the Afrexim term sheet is attached, marked "D".
24. The BRPs have a duty to declare that the Vision Plan has lapsed due to the non-fulfilment of the conditions adhering thereto and to accept that Vision has never had the funds necessary either to achieve the Acquisition or to implement the Plan.
25. The BRPs must now consider other viable options to ensure the success of THL's business rescue and must appreciate that liquidation is not a foregone conclusion should the Vision Plan be declared to have lapsed and / or failed.
26. The BRPs cannot, with respect, continue to support the implementation of the Vision Plan indefinitely notwithstanding Vision's continued inability to consummate the terms and conditions thereof.



27. The BRPs are therefore requested to confirm urgently:

27.1. whether Vision will fully and finally discharge the purchase price due to the Lender Group by the further extended due date of 31 March 2025;

27.2. should Vision fail to make such payment by 31 March 2025, for how much longer the BRPs will continue to entertain the Vision Plan and proceed with its implementation in the teeth of overwhelming evidence to the effect that Vision does not have access to the funding necessary to implement the Plan.

28. Should the BRPs fail to provide the above confirmations, RGS's rights to launch further interdictory proceedings against the continued implementation of the failed Vision Plan are strictly reserved. RGS moreover reserves the right to launch independent forensic investigations into the irregularities that have characterised the business rescue process and, should those investigations identify unlawful conduct, RGS will fully protect its rights by way of delictual and / or criminal claims.

Yours faithfully,



D MOODLEY

DMI Attorneys

Copies to:

The Vision Parties

c/o Stein Scop Attorneys

Ms A Rakitzis Ho

Email: alexandra@steinscop.com

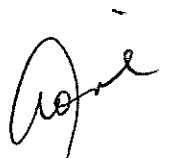
The Lender Group

c/o The Lender Group Facility Agent

Standard Bank of South Africa

Corporate and Investment Banking Division

Senior Practitioner: D Moodley
Attorneys: T Naicker | B Henry
Candidate Attorneys: S Gathiram | S Naidoo | B Scheepers
Practice Manager: N Govender



Mr Venashan Seerangam

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The Industrial Development Corporation of South Africa

c/o Mr Haroon Laher

Faskens

Email: hlaher@fasken.com

Senior Practitioner: D Moodley
Attorneys: T Naicker | B Henry
Candidate Attorneys: S Gathiram | S Naidoo | B Scheepers
Practice Manager: N Govender

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African Export-Import Bank
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USD280 MILLION INTRA-AFRICAN INVESTMENT FINANCING FACILITY TERM SHEET TO RGS GROUP HOLDINGS LTD

IMPORTANT NOTICE:

We, the African Export-Import Bank ("Afreximbank"), are pleased to provide you with a proposal of indicative terms in respect of the Facility (as defined below). This proposal is intended as a basis for discussions and should not be construed as a contractual offer or a binding commitment by the African Export-Import Bank to arrange or finance the Facility. Any commitment by the African Export-Import Bank shall be subject to conditions acceptable to it including but not limited to (i) satisfactory due diligence; (ii) receipt of internal credit and other relevant approvals; (iii) there being no material adverse change in respect of market conditions, the business or financial condition of the Borrower; and (iv) satisfactory documentation. Notwithstanding the above, the provisions of "Costs and Expenses" in this term sheet shall be immediately binding upon execution of this term sheet. The African Export-Import Bank will not be responsible for any losses or damages which any person suffers or incurs because of reliance on or using this term sheet. This term sheet and its contents are intended for the exclusive use of the Borrower and shall not be disclosed by the Borrower to any person other than the Borrower's affiliates and legal and financial advisors for the purposes of the proposed transaction unless the prior written consent of the African Export-Import Bank is obtained.

PARTIES

Borrower:	RGS Group Holdings Ltd ("RGS"), Mauritius
Co-Borrower:	RG Industries, SA, Mozambique
Guarantors:	Momade Aquil Rajahussen Momade Rafique Rajahussen Gulamo Momade Arif Rajahussen Gulamo Sukeina Rajahussen Gulamo Rozmin Rajahussen Gulamo Rajahussen Gulamo
Obligors:	The Borrower, Co-borrower and Guarantors
Acquisition Target:	Tongaat Hulett (South Africa)
Asset Seller:	Tongaat Hulett (South Africa)



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Lender(s):	African Export-Import Bank ("Afreximbank", the "Lender" or the "Bank")
Facility Agent and Security Trustee:	African Export-Import Bank (the "Agent" and "Trustee").
Escrow Agent:	African Export-Import Bank or any Agent acceptable to the Lender
Custodian:	African Export-Import Bank or its appointed agents (the "Custodians") The role of the Custodian shall be covered in a custodian agreement between the Lender, The Custodian and the Obligors.
Lender's Commercial/Technical/Financial Due Diligence Advisor/Consultant (LTA):	To be advised
Local Administrative Agent (LAA):	To be advised
Role of the LAA:	The LAA is expected to perform the roles below: - Provide a first demand bank guarantee in USD for 20% of the facility amount; - facilitate foreign exchange with meticaïs for remittance to the Offshore Collection Account; - report to the Agent on any potential threats to the transaction as far as the Borrower's operations are concerned and provide recommendations on action to be taken; - ensure that all local law security documents are received and perfected in accordance with local law; - ensure that all financial reports of the Borrower are prepared and sent to the Agent promptly; - keep the Local Collection Account and provide periodic statements as may be required by Afreximbank; and - any other role as may be agreed with the Agent from time to time.



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Due Diligence:

- a. The Lender's' Financial Advisor shall independently confirm the proposed funding structure for the transaction
- b. The Lender(s) will appoint legal advisors, at its sole discretion, but at the cost of the Borrower/Purchaser to provide advice in connection with the Facility. The legal advisors so appointed shall also be retained for the documentation of the Facility;
- c. The Lender(s) may also appoint other advisors to conduct due diligence on any other issues considered relevant for its assessment of the Facility; and
- d. The due diligence shall include a review of the Sale Agreement between the Seller and the Borrower/ Purchaser, confirmation that the transaction structure will not invalidate existing regulatory requirements/ licenses, together with other checks as may be required.

THE TRANSACTION

Transaction:	The acquisition 100% shareholding in Tongaat Hulett (South Africa,) at USD300 Million and provision of working capital of USD100 Million
Funding Mix:	The funding mix for the Transaction will be maintained at: • Debt Funding: USD280 Million (not to exceed 70%) • Equity Funding: USD120 Million (not less than 30%)
Equity Resources:	Tranche A: Cash of USD90 Million (not less than 30% of Transaction amount) Tranche B: Cash of USD30 Million (not less than 30% of Transaction amount)
Acquisition Date:	The date on which the Acquirer assumes ownership of no less than 100% of the entire issued share capital Target Asset.

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TERMS OF FACILITY

Facility Type:	Intra-African Investment Financing Facility
Facility Amount:	Up to USD280 Million (Two Hundred and Eighty Million United States Dollars) divided into two tranches subject to the Facility Amount: • Tranche (A): Up to USD 210 Million • Tranche (B): Up to USD 70 Million
Purpose:	The Facility Amount will be available to the Borrower to make: 1. Tranche A¹: Up to USD 210 million to support the acquisition of Tongaat Hulett Group (South Africa), as a strategic opportunity for Obligor to enhance their presence in the sugar and agriculture sector in Botswana, Mozambique, South Africa and Zimbabwe. 2. Tranche B: USD 70 million for working capital to support commercial operations of the Obligors business.
Final Maturity Date:	Tranche A: 60 months from date of first disbursement/utilization. Tranche B: 60 months from date of first disbursement/utilization. Each advance under Tranche B shall be repaid in equal quarterly instalment within 12 months. Multiple drawdowns are permitted. However, final repayment should not exceed the final maturity date which is 60 months from date of first disbursement.
Grace Period:	The first advances under Tranche A shall have a 6-month moratorium on principal only from the date of first utilisation. Interest shall be serviced during the Grace Period. Repayments shall be made in equal quarterly instalments. Final repayment should not exceed the final maturity date.

¹ Lender's debt financing amount will be based on a maximum of 70% of the asset valuation as provided by the LTA.



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Drawdown:

Tranche A

The Parties (the Lender, the Borrower, the Seller and Escrow Agent) will agree on the terms of a closing memorandum detailing the transaction/drawdown mechanism:

- a. The Borrower provides proof of payment of the Equity related to the Tranche A into the Escrow Account. The Equity amount must be sufficient to meet the purchase price agreed between the Borrower and Asset Seller upon disbursement of the debt component by the Lender;
- b. The Parties agree on the terms of the Acquisition Documents and the Finance Documents (including the Pledge over the Target's Shares) which are signed and kept in escrow by the Escrow Agent;
- c. On the acquisition Date, concomitantly with the release of the Acquisition Documents and the Finance Documents (including the Share Pledge Agreement to the Lender) the Lender disburses the Facility Amount into the Escrow Account;
- d. The Escrow Agent then turns over the funds to the Asset Seller;
- e. Within a maximum of [30]² business days, the Pledge over the Shares is perfected in accordance with local laws.
- f. The Custodian takes custody of the Shares

The parties to this term sheet agree that the transaction and completion mechanism will be agreed between the Lender and the Borrower, and this clause shall be revised, in the context of the completion mechanics outlined in the SPA as well as any local legal and regulatory requirements but in event in a manner satisfactory for the Lender.

- g. The acquisition will be conditional upon:

² Subject to local counsel opinion.

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- i. The carrying out of satisfactory legal and commercial due diligence in relation to the Acquisition Target;
- ii. There being no material adverse change in the position of the financial or trading position or prospects of the Acquisition Target between the date of this Term Sheet and the proposed Acquisition Date;
- iii. That no dividends are made or declared by the Acquisition Target between the date of this Term Sheet and the proposed Acquisition Date;
- iv. The net assets of the Acquisition Target not being less than those shown in the audited accounts as at 31st December 2024; and,
- v. The approval of the acquisition by the Board of the Borrower/Purchaser and the passing of a resolutions by the shareholders of the Borrower/Purchaser approving the acquisition and any related matters.

Obtaining in a form satisfactory to the Lender all regulatory/statutory approvals which are necessary in relation to the proposed acquisition of the shares and applicable regulatory licenses (including the consent or letter of no-objection of applicable regulatory authorities.

Tranche B

- a. Drawings under Tranche B shall be against invoices for raw materials and other payable.
- b. Borrower will transfer its 30% Equity under Tranche B into the Disbursement Account.
- c. Borrower then requests a disbursement of the Lenders 70% debt portion under the Facility.
- d. Payments will be made directly to the suppliers.

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Repayment:

Each advance under Tranche A Facility shall be repaid over 18 equal quarterly instalments, where the first instalment shall be paid on the date falling 6 months after the end of the Grace Period. The annual repayment schedule shall be as follows:

Year	#	%
Year 1	2	11.1%
Year 2	4	22.2%
Year 3	4	22.2%
Year 4	4	22.2%
Year 5	4	22.2%
Total		100.0%

The advance under Tranche B shall be repaid over 4 equal quarterly instalments, where the first instalment shall be paid on the date falling 3 months after the disbursement date.

Sources of Repayment:

The Facility will be repaid from the following sources, amongst others:

- The Obligors operating cash flows from RG Industries, SA, Mozambique.
- Dividends and management fees due to the Obligors.
- Operating cashflows from acquired businesses and direct beneficiaries of the facility.

Transaction Security and Assurances:

The Security shall be obtained in two stages:

Stage 1 – at the time of disbursement

- First Demand bank guarantee for an amount of 20% of the facility amount;
- Legal Mortgage over unencumbered assets of the Obligors to be stamped for a value of 1.5x the facility amount;
- Joint and Several Personal Guarantees of the Guarantors supported by their statement of net worth;



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- d) Assignment of unencumbered operating cashflows of the Obligors as well as dividends, management fees, royalties and rights under any management contracts in favour of the Obligors;
- e) Charge over Permitted Accounts;
- f) Assignment of a Global Insurance Policy to the Lender (with Lender named as 1st loss payee);
- g) Any additional security that may be required by Afreximbank.

Stage 2 – post disbursement

- h) Pledge over the acquired/issued shares (including dividends) in favour of the lender;
- i) First Ranking security over assets (legal mortgage, fixed and floating assets/debenture) acquired under the facility (including the receivables from those assets). *[This is not a day-one security but would be put in place after the relevant disbursement for the purchase of the assets to be pledged].*

The Borrower undertakes to effect the security over the assets to be acquired with the facility proceeds within a maximum period of one month post the utilization date.

Capital Repayment:

The Borrower shall repay the principal amount under Facility in full no later than the Final Maturity Date.

Voluntary Prepayment:

Permitted in whole or in part on 14 Business Days' prior notice, but, if in part, by a minimum of USD 1,000,000.00.

Amounts prepaid may not be redrawn.

Prepayments shall be made together with interest accrued on the amount prepaid and, subject to breakage costs, without penalty. No breakage costs are payable if the prepayments are made at the end of an Interest Period.

Permitted Accounts:

The Borrower shall maintain the following accounts which shall be blocked/controlled by the Agent:

- (a) Disbursement Account: The Borrower shall open a USD Disbursement Account with Afreximbank in which the disbursement proceeds of the facility will first be credited before release in line with the disbursement mechanism.

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- (b) The USD Offshore Collection Account shall be opened with Afreximbank into local collection sales converted into USD by the LAA shall transferred. All proceeds in USD from [specified sources] will be paid into the Offshore Collection Account. Funds in the Collection Account will be used to meet the loan instalment repayments.
- (c) A USD Escrow Account will be opened with an Escrow Agent to hold Equity from the Borrower and Debt funding from the Lender. Funds in this account shall be used to settle the transaction.
- (d) Local Collection Account: shall be opened with the LAA into which the assigned proceeds from local sales in local currency will be paid. The LAA will on a monthly basis convert funds in the Local Collection Account to USD and transfer the converted funds into the USD Offshore Collection Account.
- (e) The Borrower shall open with the Bank, a Debt Service Reserve Account ("DSRA") in USD prior to the first utilisation. The DSRA will be funded with one instalment principal and interest repayment and funds in the DSRA will be used in meeting principal / interest that falls due and not paid.

In the event that funds in the DSRA are utilised, the account should be replenished no later than 7 business days from the date the lender notifies the borrower of such shortfall. The DSRA to remain funded during the tenor of the facility.

(together the "Permitted Accounts")

Funds in the Permitted Accounts shall be applied towards:

1. fees, costs and expenses due under the Facility;
2. all interest and principal amounts payable by the Borrower in respect of the Facility; and,
3. any available excess cash after the next instalment loan repayment shall with the consent of the Borrower be used to prepay the facility without a penalty.

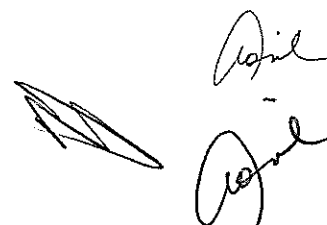
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PRICING

Annual Management Fees:	1.00% per annum commencing on the first anniversary of the facility on outstanding amount.
Advisory Fee:	1.00% flat to be calculated on the Facility Amount, due and payable by the Borrower, on notification of approval of the facility request.
Appraisal fee:	USD100,000 non-refundable flat fee, payable as follows: • 50% payable at signature of this Indicative Term Sheet • 50% payable at the communication of 1st level approvals.
Commitment Fee:	0.10% per annum, on the unused and uncanceled amount of the Facility for the Availability Period. Accrued commitment fee is payable quarterly in arrears during the Availability Period, on the last day of the Availability Period and on the cancelled amount of the Facility at the time a full cancellation is effective.
Margin:	4.5% per annum.
Interest Period:	Quarterly interest periods ending on 31 March, 30 June, 30 September and 31 December of each calendar year. Interest Periods shall not extend beyond the Final Maturity Date.
Interest Rate:	The aggregate of the applicable: (a) Margin; and (b) Base Rate
Base Rate:	USD 3 Months CME Term SOFR administered by CME Group Benchmark Administration Limited (or any other person which takes over the administration of that rate) for the relevant period published by CME Group Benchmark Administration Limited (or any other person which takes over the publication of that rate SOFR being the secured overnight financing rate If the rate is less than zero, it shall be deemed to be zero.
Interest Rate Benchmark Replacement:	The Facility Agreement will include replacement of interest rate benchmark provisions based on the current recommended LMA form of Revised Replacement of Screen Rate Clause to enable variations to the Facility Agreement to incorporate use of a replacement interest rate benchmark rate





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at the direction of the Lender acting in good faith and in a commercially reasonable manner.

Payment of Interest on Loans:

Interest is payable on the last day of each Interest Period (the "Interest Payment Date").

Default Interest:

Overdue amounts shall bear interest at 2% (two per cent.) above the applied Interest Rate.

OTHER FACILITY TERMS

Documentation:

The Facility will be made available under a facility agreement (the "Facility Agreement") and other documents in form and substance satisfactory to the Lender(s).

Prepayment and Cancellation:

(a) Illegality

A Lender may cancel its commitment and require prepayment of its share of the loans.

(b) Change of Control

If Momade Aquil Rajahussen; Momade Rafique Rajahussen Gulamo; Momade Arif Rajahussen Gulamo; Sukeina Rajahussen Gulamo; Rozmin Rajahussen Gulamo; Rajahussen Gulamo cease to control the Borrower or Co-Borrower or any person or group of persons acting in concert gains control of the Borrower or Co-Borrower:

i. a Lender shall not be obliged to fund a utilisation; and

ii. a Lender may by not less than 5 business days' notice cancel its commitment and require repayment of all its share of the loans.

(c) Increased Costs, Tax Gross Up and Tax Indemnity

The Borrower may cancel the commitment of and prepay a Lender that makes a claim under these provisions.

(d) Voluntary Cancellation

Permitted in whole or in part (minimum USD 1,000,000), if prior notice of 14 business days is given to the Bank. Amounts cancelled may not be re-borrowed.

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Status:

Direct, unconditional and general obligations of RGS ranking at least pari-passu with other present and future unsubordinated and secured obligations of RGS.

Representations:

The Borrower and Co-Borrower will make each of the representations on the date of the Facility Agreement and in the case of repeating representations (to be specified in the Facility Agreement), on the date of each Utilisation Request and the first day of each Interest Period, which shall include but will not be limited to the following:

- (a) status;
- (b) binding obligations;
- (c) non conflict with other obligations;
- (d) no reduction of capital;
- (e) power and authority;
- (f) validity and admissibility in evidence;
- (g) governing law and enforcement;
- (h) insolvency;
- (i) no deduction of tax;
- (j) no filing or stamp taxes;
- (k) no default;
- (l) no misleading information;
- (m) financial statements;
- (n) accounting reference date;
- (o) no proceedings pending or threatened;
- (p) no breach of laws;
- (q) security and financial indebtedness;
- (r) ranking of Permitted Account security/ Transaction Security;
- (s) good title to assets;

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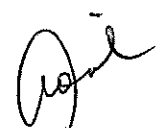
- (t) legal and beneficial ownership of the Permitted Accounts / Charged Property;
- (u) intellectual property;
- (v) Group Structure Chart;
- (w) pari passu ranking;
- (x) environmental compliance and no environmental claims;
- (y) taxation compliance and no tax claims;
- (z) sanctions; anti-bribery and corruption;
- (aa) centre of main interests and establishments;
- (bb) no material adverse consequences.

Information Undertakings:

The Borrower's and Co-Borrower obligations to supply information shall include but will not be limited to the following:

- (a) as soon as they become available, but in any event within 90 days of the end of its financial years its audited consolidated financial statements together with those of each Obligor;
- (b) as soon as they become available, but in any event within 90 days of the end of its financial half years its consolidated financial statements
- (c) with each set of consolidated financial statements, a compliance certificate signed by two directors of the Borrower and, in the case of the audited consolidated financial statements reported on by the Company's auditors [in the form agreed by the Company and the Lenders prior to the date of the Facility Agreement by the Company's auditors]
- (d) all documents dispatched by the Borrower to its shareholders (or any class of them) or its creditors generally;
- (e) details of any material changes in insurance cover and any insured event in relation to the Charged Property;



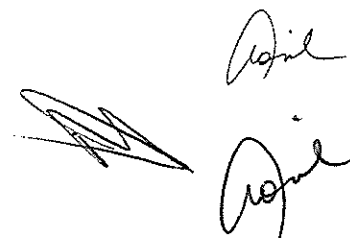


- (f) unless such disclosure would constitute a breach under applicable law or regulation, details of any violation of any anti-corruption laws and copies of any correspondence with any regulatory authorities related to such breach;
- (g) details of any material litigation, arbitration or administrative proceedings or any material judgment;
- (h) such other information regarding the financial condition, business and operations of any member of the Group as any Finance Party may reasonably request;
- (i) such other information regarding the Permitted Accounts/ the Charged Property and the compliance of the Borrower with the terms of the Permitted Account security documentation/any Security Document as any Finance Party may reasonably request.
- (j) The Borrower shall supply a certificate certifying no Default (or any Default and the steps being taken to remedy it) promptly upon request.
- (k) On the introduction of or any change in law, a change in the status or shareholders of an Obligor or a proposed assignment or transfer by a Lender, each Obligor shall promptly upon the request of any Lender supply such documentation and other evidence as is reasonably requested by the Agent in case of syndicated facilities (for itself and on behalf of any Lender) or any Lender (or prospective new Lender) in order for the Agent or such Lender (or prospective new Lender) to carry out and be satisfied with the results of all necessary "know your customer" or other checks in relation to the transactions contemplated in the Finance Documents.
- (l) The Borrower may satisfy their obligations to deliver information to those Lenders who agree by posting such information onto an electronic website.

Financial Covenants:

Customary covenants for the Borrower and Co-Borrower to include among others:

- Minimum Net Worth: the Consolidated Tangible Net Worth at all times shall not be less than US\$ 750m;
- Gearing: the ratio of Consolidated Net Debt to Consolidated Tangible Net Worth at all times shall not be greater than 1.25:1;



- Leverage Ratio: The ratio of consolidated Term Debt to Consolidated EBITDA shall not be more than 1.25:1;
- Maintain an EBITDA Margin of at least 20%; and
- Maintain a Current Ratio of 1.5x

The financial covenants shall be calculated in accordance with accounting principles and tested by reference to each of the financial statements submitted by the Borrower.

General Undertakings:

Usual for financings of this nature (subject to such qualifications and exceptions as may be agreed) in respect of each Obligor including, without limitation, the following:

Authorisations and compliance with laws:

- (a) authorisations;
- (b) compliance with laws;
- (c) environmental compliance;
- (d) environmental claims;
- (e) taxation;
- (f) sanctions;
- (g) anti-bribery and corruption;

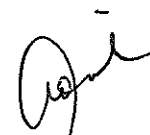
Restrictions on business focus

- (h) restriction on merger;
- (i) no change of business;
- (j) restriction on acquisitions;
- (k) restriction on joint ventures;
- (l) holding companies;

Restrictions on dealing with assets and Security

- (m) preservation of assets;
- (n) pari passu ranking;
- (o) negative pledge;
- (p) restriction on disposals;
- (q) arm's length basis;







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Restrictions on movement of cash - cash out

- (r) restriction on loans or credit;
- (s) restriction on guarantees or indemnities;
- (t) [restriction on dividends and share redemption;

Restrictions on movement of cash - cash in

- (u) restriction on financial indebtedness;

Miscellaneous

- (v) not to use the Facility proceeds for any other purpose than permitted under the Facility Agreement;
- (w) insurance;
- (x) access;
- (y) hedging / foreign exchange arrangements;
- (z) further assurance;
- (aa) conditions subsequent;
- (bb) A report to be provided on an annual basis or any shorter period as determined by Afreximbank in relation to the trade and development impact of the Facility in a form acceptable to Afreximbank.

Transaction and Permitted Account Undertakings:

Usual for financings of this nature, including, without limitation:

- (a) undertakings relating to On-Loans (including eligibility, On-Loan servicing and amendments to On-Loan Documents;
- (b) undertakings relating to the Permitted Accounts.

Events of Default:

Events of default customary and appropriate in financings of this type, including but not limited to the following:

- (a) non-payment of any amount due under the Facility unless failure to pay is caused by administrative or technical error and payment is not made within [3] Business Days of its due date;
- (b) any financial covenant not satisfied;

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- (c) failure to comply with Permitted Account Undertakings;
- (d) failure to comply with any other obligations subject to agreed remedy periods if capable of remedy;
- (e) misrepresentation;
- (f) cross default, subject to an agreed minimum amount;
- (g) insolvency;
- (h) insolvency proceedings;
- (i) creditors' process;
- (j) failure to comply with court judgment or arbitral award;
- (k) ownership of Obligors;
- (l) audit qualification;
- (m) expropriation/governmental intervention;
- (n) repudiation and rescission of agreements;
- (o) litigation;
- (p) cessation of business;
- (q) unlawfulness and invalidity;
- (r) convertibility / transferability;
- (s) any governmental consent, license or approval material to the relevant business of the Borrower no longer being in full force and effect;
- (t) moratorium;
- (u) political and economic risk;
- (v) material adverse change.

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A handwritten signature in black ink, appearing to be "April".



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Conditions Precedent to Approval:

Tranche A

1. Sale and Purchase Agreement between Asset Seller and Borrower;
2. Receipt of Business Valuation model & report used to arrive at the proposed purchase consideration;
3. Receipt of a base case Post Acquisition Financial & Business model covering the proposed Facility tenor;
4. Receipt of Financial due diligence report on the Acquisition Target;
5. Receipt of legal due diligence reports on the Acquisition Target;
6. Validation of the Valuation, Financial & Legal Due Diligence Reports by an independent consultant appointed by the Lender and at the Borrower's expense; and,
7. KYC clearance on Asset Seller and Obligors.

Dividends Distribution Clause:

The Borrower undertakes not to declare or pay any dividends throughout the Facility tenor, unless:

- a) The payment of all its Financial Obligations [Current Portion, Due Interest, Fees, and Commissions] due in the relevant year for distribution.
- b) All Financial Covenants are met.
- c) No Event of Default has occurred and/or is continuing or will occur as a result of such distribution.

Initial Conditions Precedent:

These will include (without limitation) the following in relation to the Borrower and Co-Borrower in form and substance satisfactory to the Lender:

- (a) constitutional documents;
- (b) certified resolution of board of directors authorizing the transaction;
- (c) specimen signatures;

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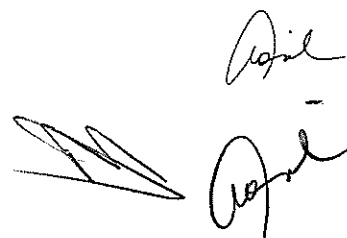


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- (d) shareholders resolutions;
- (e) borrowing/guaranteeing certificate;
- (f) certification of copy documents;
- (g) receipt of executed copies of the Facility Agreement and all other finance documents in respect of the Facility;
- (h) receipt of executed Security Documents and the perfection of all Transaction Security to Afreximbank's satisfaction;
- (i) a copy of the Share Purchase Agreement;
- (j) Receipt of Valuation Report confirming the value of the Target Shares prepared by an acceptable independent firm (nominated by the Lender) and the relevant costs shall be at the Borrower's expense;
- (k) Evidence of fulfilment of all pre-Acquisition Date obligations in the Share Purchase Agreement;
- (l) Evidence of the release of any encumbrances affecting the Target Shares/ assets which have been created or otherwise have arisen prior to the execution of the Share Purchase Agreement;
- (m) Approval of the applicable regulatory body in respect of the acquisition of the Target;
- (n) Copies of financial, and legal due diligence reports in relation to the Acquisition Target conducted by Borrower's advisors and directed to the bank and to include tax and social insurance positions as well as the regulatory position on financial assistance rules as it concerns the transaction;
- (o) Payment of all fees due under the Facility Agreement on the first drawdown date or prior to it.
- (p) All the Borrower's warranties & representations to be true and correct.
- (q) Legal opinion from the Lender's and Borrower's legal counsel (as appropriate) confirming:
- (r) That all the legal aspects related to the Transaction are in accordance with the applicable Laws in the Borrower and Target Company jurisdictions;

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- (s) Confirming that all required consents are in place;
- (t) Compliance with Financial Assistance Rules in the respective jurisdictions of the Target Company and the Borrower/Purchaser;
- (u) Enforceability and control of the Borrower/Purchaser on the dividends distribution policy of the Target Company;
- (v) Capacity and authority from Borrower's legal advisors; and
- (w) Issuance of CPs satisfaction letter from Lender's legal counsel.
- (x) receipt of executed Permitted Account security documentation /Security Documents and the perfection of that security/all Transaction Security to Afreximbank's satisfaction;
- (y) a copy of all contracts that are the subject of the Transaction Security;
- (z) a copy of any relevant insurance policy, together with evidence that [the Security Agent / the Lender has been named as loss payee; the insurance cover will be taken out by the Obligors with an agreed independent insurance company through Afreximbank under its Managed General Agency insurance programme;
- (aa) a copy of any relevant insurance policy, together with evidence that [the Security Agent / the Lender has been named as loss payee; the insurance cover will be taken out by the Obligors with an agreed independent insurance company through Afreximbank under its Managed General Agency insurance programme;
- (bb) the audited financial statements of the Borrower and Co-Borrowers and each for its immediate past financial year;
- (cc) the initial budget;
- (dd) legal opinion of English and Mauritius and Mozambique counsel to the Lender;
- (ee) evidence of appointment of process agent;
- (ff) satisfactory conclusion of KYC;
- (gg) evidence that the Permitted Accounts have been opened and are fully operational;





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- (hh) evidence of payment of all fees, costs and expenses then due from the borrower under the Facility Agreement;
- (ii) a copy of any other document, authorisation, opinion or assurance specified by the Lender.

General Covenants:

The Borrower will provide each of the following undertakings, which shall include but will not be limited to the following:

- a) To provide the POA and its related documents to perfect the **Acquired Shares** Transfer.
- b) To ensure that the Acquisition Target will not bear any additional indebtedness/investments, except in the normal course of business consistent with the group's banking activity and for liquidity management purposes, exceeding those reflected in the Base case financial model, without obtaining prior written approval from Lender, such consent not to be unreasonably withheld or conditioned.
- c) Payments for capital expenditure, fees to affiliates, and dividends may be paid, so long as payment would not generate a violation of a financial covenant and current obligations are met.
- d) Borrower will have the right to settle sub-debt (Shareholder's Loan) from excess cash available (after servicing the Senior Debt financial payments) after elapse of grace period subject to a pro-rata settlement of Senior Debt and that outstanding amounts under sub-debt will never fall below outstanding amounts under Senior Debt at all levels.
- e) No amendment to the agreement between the Borrower & the Acquisition Target that could possibly have a negative effect on the Borrower's ability to repay debt, interest & any other financial obligations or that could possibly have a Material Adverse Effect;
- f) Provision of financial and other information subject to sufficient notification;
- g) Notification of any Potential Event of Default or Event of Default and deliver a certificate signed by a duly

A handwritten signature in black ink, appearing to read "Agil", is written over a large, stylized, handwritten "X" or "Z" mark.

authorised representative confirming that there is no Default and no Event of Default;

- h) Obtain, comply with and maintain all material authorizations; licenses and approvals required for the business to operate profitably.
- i) Compliance with applicable commercial, employment and other material laws in the Acquisition Target's jurisdiction;
- j) Providing a certified true copy of the memorandum and articles of association of the Acquisition Target and any amendments thereto one month after Closing Date;
- k) Providing a certified true copy of the register of members of the Acquisition Target one month after Closing Date;
- l) Execute the pledge of shares agreement of the Acquisition Target shares duly signed by the Borrower;
- m) Copy of current insurance policies, which are specifically required by the Lender, within 30 days from the Acquisition Date as applicable;
- n) Except for the pledge of shares agreement and liens mandatorily applicable by operation of law in the normal course of business, not to incur, create or permit to be created or to subsist any Financial Indebtedness, (other than the Financial Indebtedness agreed upon and except in the normal course of business consistent with the group's banking activity and for liquidity management purposes exceeding those reflected in the Base case financial mode) without the prior written approval of the Lender which will not unreasonably be withheld.

Other covenants may be added if seen necessary by the Lender post completion of due diligence and agreed on base case subject to mutual agreement with the Acquirer

Assignments and Transfers:

The Bank will be entitled to sell, transfer or grant participation in the Facility to any investor at any time, without the prior consent of Borrower and Co-Borrower.

The Borrower and Co-Borrower may not assign its rights or transfer rights or obligations in respect of the Facility.





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Information Covenants:

- a) Annual Audited Financial Statements of the Borrower, Co-Borrower and the Acquisition Target to be provided within a maximum of 150 days from the end of its fiscal year.
- b) Semi Annual Management Accounts of the Borrower, Co-Borrower and the Acquisition Target to be provide within 90 days after the end of every half year.
- c) Financial statements to be prepared in accordance with international Accounting Standards.
- d) Annual Budget and Projected Cash Flows of the Acquisition Target to be submitted by maximum 30 days after the first Board of Directors (BOD) meeting from the commencement of the fiscal year.
- e) Annual valuation report prepared by an acceptable IFA and addressed to Lender reflecting the acquired shares value (such report shall not be presented in case the shares were listed).

Covenants and Undertakings:

Customary for transactions of this nature including, but not limited to:

1. Obligors undertakes to provide Lender with a First Ranking security over assets acquired under the facility (including the receivables from those assets) not later than 30 days after disbursement and receipt of title deeds to the assets and property.
2. Undertaking by the Obligors not to arrange any significant financial commitments that could negatively influence its obligations regarding the Facility.
3. Undertaking from the Obligors to notify the Lender in case of Event of Default, and/or any significant events that might negatively affect the Borrower or its ability to meet its obligations under the finance documents.
4. Undertaking from the Obligors that by signing the Facility documents, the Obligors is not breaching any condition under any other contract or agreement.



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5. Undertaking from the Obligors to submit to the Lender (within 120 days from the fiscal year end), a copy of the financial accounts and financial statements.
6. Undertaking from the Obligors to submit to the Lender (within 60 days from each quarter end), a copy of quarterly management accounts.
7. Undertaking from the Obligor treat the Facility on pari-passu basis with all other facilities it has obtained.
8. The Obligor undertakes to effect the security over the assets acquired with the facility proceeds within a maximum period of 1 month post the utilization date.

Undertaking not to restrict dividend distribution to shareholders in the Obligors subsidiaries and other investments

Further conditions precedent to each Utilisation:

Utilisation of the Facility will be subject to:

1. there being no Default; and
2. all required representations being true.

Taxes & other Deductions:

All payments by the Obligors shall be made free and clear of any present and future taxes, levies, deductions and withholdings of whatever nature, either present or future. Should such taxes, levies, deductions or withholdings be required by law, the Obligors will make such additional payments to the Lender that will ensure that the relevant party receives, net of such deduction or withholding, the amounts that party would have received if such taxes, levies, deductions or withholdings had not been required.

MISCELLANEOUS

Miscellaneous Provisions:

The Facility Agreement will contain provisions relating to, among other things, default interest, market disruption, breakage costs, tax gross up and indemnities including FATCA, increased costs, set-off and administration.

Costs and Expenses:

All costs and expenses (including legal fees) reasonably incurred by the Lender in connection with the preparation, negotiation, printing, execution and syndication of the Facility Agreement and any other document referred to in it shall be

A handwritten signature in black ink, appearing to be "April", is written over a horizontal line.



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paid by the Borrower promptly on demand whether or not the Facility Agreement is signed.

Governing Law:

English law including for any non-contractual obligations save were inappropriate for Transaction Security.

Enforcement (Courts):

Courts of England including for any non-contractual obligations save were inappropriate for Transaction Security. Any Finance Party may at its option submit any dispute to court proceedings in any other courts with jurisdiction.

Market Conditions:

The terms and conditions set out in this Term Sheet are subject to, in the opinion of Afreximbank, there being no:

- (a) material adverse change in the international money, loan and capital markets;
- (b) material adverse change in the financial condition of the Obligors; and
- (c) material adverse change in socio-political and economic situation of the [Mauritius/Mozambique],
- (d) occurrence of any action or inaction by the Government of South Africa, or pursuant to such action or inaction by the Government of South Africa, by entities authorised under the laws of [South Africa], to engage in foreign exchange transactions, which prevents, directly or indirectly, the Borrower from legally:
 - 1. converting local currency proceeds into US Dollars, for the purposes of its payment obligations under the Facility Documents; or
 - 2. transferring outside of South Africa, US Dollars for the purposes of meeting its payment obligations under the Facility Documents,

in each case from the date of the signing of this Term Sheet to the date of the signing of the facility documentation.

AfrexInsure:

Afrexim Insurance Management Company ("AfrexInsure") shall have the right of first refusal to provide any insurance cover required in connection with the Facility, provided the terms upon which such insurance is provided are competitive and market related.

Trade and Development Impact Assessment (TDIA):

A report to be provided on an annual basis or any shorter period as determined by the Bank in relation to the trade and

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Banque Africaine D'Import-Export

development impact of the Facility in a form acceptable to the Bank.

Publication:

The Obligors acknowledge and accept the Afreximbank's intention to publish and to distribute information releases, reports, public statements, announcements and other communications to news media regarding the financial close of transactions with the Obligors. The Obligors shall not release such information containing the name of Afreximbank or any of its employees without the prior written consent of Afreximbank.

Expiry:

The terms set out in the Term Sheet are available for acceptance by the Borrower until 5.00 pm local time in Cairo on 31 March 2025 after which time they will expire.

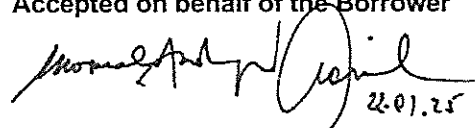
You should please indicate, at your earliest convenience, the acceptance of the above terms and conditions by countersigning and returning this document to the African Export-Import Bank no later than end of business in Cairo on 31 March 2025.

For and on behalf of the African Export-Import Bank

Name:

Designation:

Accepted on behalf of the Borrower


22.01.25

By: **Momade Aquil Rajahussen**



Designation: **Chairman**

Date: **22nd January 2025**





African Export-Import Bank
Banque Africaine D'Import-Export

Accepted on behalf of the co-Borrower

By:

Designation:

Date:

Accepted on behalf of the LAA

By:

Designation:

Date:

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DELIVERED BY EMAIL

Keeghan Sipahli
RGS Group Holdings Limited
keeghan@rgs-holdings.com

Johannesburg Office
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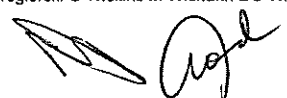
YOUR REFERENCE: Keeghan Sipahli
OUR REFERENCE: Mr D Andropoulos/is/TONG7430.8/#8810305v2
DIRECT PHONE: +27 11 535 8248
DIRECT FAX: +27 11 535 8676
EMAIL ADDRESS: dandropoulos@werksmans.com

9 July 2024

Dear Sirs

TONGAAT HULETT LIMITED (IN BUSINESS RESCUE) : PROPOSED ACQUISITION

- 1 We act for the Business Rescue Practitioners ("**BRPS**") of Tongaat Hulett Limited (in Business Rescue) ("**THL**").
- 2 Your email dated 8 July 2024 and addressed to the BRPs refers (the "**Subject Email**").
- 3 The BRPs have instructed us to respond to the Subject Email as follows:-
 - 3.1 as you point out in the Subject Email, each of the BR Plans (as defined in the Subject Email) has been adopted;
 - 3.2 the BRPs are duty-bound to implement each of the BR Plans as approved and adopted;
 - 3.3 your beliefs and/or understandings as to the capability of the BR Plans to be implemented on their current terms are noted. In the absence of concrete motivation and incontrovertible proof by you, as to the basis for such beliefs and/or understandings, the BRPs cannot rely on, nor take account of same. There is a process presently under way for the implementation of the BR Plans, which is progressing in the manner anticipated;
 - 3.4 your interest in acquiring a controlling interest in THL is noted. You will appreciate that unless and until there is an absolute unsurmountable impediment to the implementation of the adopted





BR Plans, your interest cannot be advanced by the BRPs nor are the BRPs in a position to engage with you in relation to same.

Yours faithfully

Werksmans Attorneys

THIS LETTER HAS BEEN ELECTRONICALLY TRANSMITTED WITH NO SIGNATURE.

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2



"MAR7"

TongaatHulett®

RGS Group Holdings Limited

Email: aquil@rgs-holdings.com

keeghan@rgs-holdings.com

Attention: Mr A Rajahussen / Mr K Keeghan

18 September 2024

Dear Sirs

RE: PROPOSED ACQUISITION: TONGAAT HULETT LIMITED (IN BUSINESS RESCUE) ("THL"), MR TREVOR MURGATROYD N.O., MR PETER VAN DEN STEEN N.O. AND GERHARD ALBERTYN N.O. (collectively, "the BRPs")

- 1 We refer to your letter dated 17 September 2024 ("your letter").
- 2 We respond to your letter on the limited basis recorded below. Should it become necessary to address the remaining assertions or allegations therein (which are not admitted), our rights to do so are reserved.
- 3 The tone and content of your letter is impossible to reconcile with the content of the letter received from your attorneys (DMI Attorneys) dated 5 September 2024, which letter, threatens legal proceedings.
- 4 The Business Rescue Plan ("**the Plan**"), as approved and adopted, remains binding on THL, its creditors and shareholders in terms of section 152(4) of the Companies Act 71 of 2008 (as amended) ("**the Companies Act**"). The BRPs are duty-bound to continue to implement the Plan.
- 5 A binding agreement ("**the Acquisition Agreement**") between the Lender Group and the Vision Parties ("**Vision**") is in place. The BRPs are not aware of any breach by Vision of the terms of the Acquisition Agreement, including but not limited to, any failure by Vision to timeously meet any of their payment obligations.
- 6 The BRPs have been advised by both Vision and the Lender Group that Vision has acquired the Lender Group claims and that the balance of the purchase price has not yet fallen due for payment and must be paid before 31 December 2024.
- 7 The Plan (including the Alternate Plan referred to therein) is compliant with section 150(2) of the Companies Act.

Amanzimnyama Hill Road, Tongaat, 4400 • P O Box 3, Tongaat, 4400, KwaZulu-Natal, South Africa

Telephone: +27 32 439 4000 Fax: +27 32 945 3333 • www.tongaathulett.com

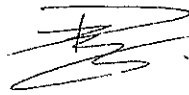
Tip-offs anonymous - Email: Tongaath@tip-offs.com Website: www.tip-offs.com FreeCall: 0800 212 187

- 8 The BR Plan does not provide for the sale of THL's businesses to a third party. In the event that the Plan fails, we will consider THL's position and next steps at that stage in discharge of our duties and responsibilities.

Yours sincerely,



TJ Murgatroyd
BUSINESS RESCUE PRACTITIONER
TONGAAT HULETT LIMITED



PF van den Steen
BUSINESS RESCUE PRACTITIONER
TONGAAT HULETT LIMITED



GC Albertyn
BUSINESS RESCUE PRACTITIONER
TONGAAT HULETT LIMITED



DELIVERED BY EMAIL

DMI Attorneys
Email: devin@dmiaatt.co.za
Durban

Attention: Mr D Moodley

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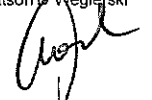
YOUR REFERENCE: Mr D Moodley/SG/Powertrans/ RGS514
OUR REFERENCE: Mr D Hertz / Mr T Boswell / Ms S Gast /tjb/TONG7430.17/#10620412v4
DIRECT PHONE: +27 11 535 8283 / +27 11 535 8459 / +27 11 535 8131
EMAIL ADDRESS: dhertz@werksmans.com / tboswell@werksmans.com / sgast@werksmans.com

2 April 2025

Dear Sirs

RGS GROUP HOLDINGS LIMITED ("your client") // TONGAAT HULETT LIMITED (IN BUSINESS RESCUE) ("THL") AND ITS BUSINESS RESCUE PRACTITIONERS ("the BRPs") (collectively, "our clients") AND ELEVEN OTHERS, CASE NO. D13702/2024 ("your client's application")

- 1 We refer to your letter ("your letter") dated 27 March 2025.
- 2 We do not intend to respond to each assertion and allegation in your letter at this stage. Our failure to address any assertion or allegation in your letter should, in the circumstances, not be construed as an admission as to the correctness of any unanswered assertion or allegation, nor as a waiver of our clients' rights to respond thereto more fully in due course (should it become necessary to do so), which rights are, and remain, fully reserved.
- 3 Our clients' commitment as set out in paragraph 216 of their answering affidavit in Part A of your client's application remains steadfast. We are instructed that our clients will support appropriate correspondence to be addressed to the Judge President in seeking an allocation of Part B of your client's application. Please ensure that you furnish us with all draft correspondence that you intend to address to the Judge President, and that you afford us a reasonably opportunity to confirm our clients' agreement with the content thereof, prior to despatch.
- 4 Your client has once again been selective about its recordal of facts and events in an attempt to bolster unsustainable averments.
- 5 On 11 January 2024, creditors were advised that the Lender Group required an amendment to paragraph 2.2 of the proposed Vision business rescue plan to clarify that a substantial non-refundable deposit had already been paid, and the balance of the purchase price for the sale of the claims would need to be paid by a later date.





- 6 As stated in affidavits filed in previous proceedings, the payment of a substantial non-refundable deposit provided the BRPs with comfort that Vision was committed to the transaction and could meet its payment obligations, which comfort was reinforced by the confirmation received from the Lender Group.
- 7 We are instructed that the Vision Parties have confirmed to the BRPs that they have secured credit approval to meet the payment of the balance of their obligations owed to the Lender Group which will, in turn, enable the Vision Parties' to complete their acquisition of the Lender Group Claims.
- 8 The Vision Parties have informed the BRPs that they have requested, and obtained, the Lender Group's consent to extend the date for payment of the balance of the purchase consideration from 31 March 2025 to 30 April 2025 which extension is required to enable the necessary agreements that will govern the credit approval to be drafted and executed.
- 9 Our clients dispute that there has been any prejudice to stakeholders by virtue of the time it has taken to progress the Plan to final implementation. The BRPs have repeatedly stated that the THL business rescue process and Vision transaction are unique both in terms of their structure and their complexity. Your client's self-serving and repeated assertion that there has been undue delay in the progression and implementation of the Plan is again rejected by our clients.
- 10 The BRPs have repeatedly advised your client that the Plan remains binding on THL, its creditors and shareholders in terms of section 152(4) of the Companies Act 71 of 2008 (as amended). The facts set out in paragraphs 7 and 8 above indicate that Vision Parties are able to fulfil their payment obligations to the Lender Group, and the Lender Group is confident that those obligations will be met. In those circumstances, the BRPs are satisfied that the Plan remains capable of implementation, and they remain duty-bound to continue to implement it. Accordingly, the BRPs cannot at this stage conclude that the Plan has lapsed or become incapable of implementation, and are precluded from considering your client's offer and putting same to THL's creditors at this stage.
- 11 Your clients are reminded that your client's current position is a result of their unilateral decision to withdraw their proposed business rescue plan at the eleventh hour before the section 151 creditors' meeting on 10 January 2024, but nevertheless to permit that meeting – and the vote on the Plan that it entailed – to go ahead.
- 12 In the light of, *inter alia*, what is set out above, should your client launch the application threatened in paragraph 28 of your letter, that application will be opposed, and our clients may seek to have your client declared a vexatious litigant with an appropriate costs award.
- 13 Our clients dispute that your client has any right, cause and/or standing to "*launch independent forensic investigations*".
- 14 The content of this letter is not exhaustive and should not be construed as having dealt with all matters affecting the issues. Our clients' right to deal with any such matters in greater detail in due course and in the appropriate forum are reserved.

Yours faithfully

Werksmans Inc

TONGAAT HULETT LIMITED

(Incorporated in the Republic of South Africa)

Registration number: 1892/000610/06

Share code: TON

ISIN: ZAE000096541

("Tongaat" or "Company")



TongaatHulett

UPDATE REGARDING STATUS OF BUSINESS RESCUE PLAN AND RECENT MEDIA ARTICLES

The Business Rescue Practitioners are in the process of finalising the revised business rescue plan for Tongaat, which is expected to be published shortly.

We refer you to the recent announcements in the media regarding the potential disposal by Tongaat's secured lender group ("**Secured Lender Group**") of their claims and security ("**the Lender Claims**") against Tongaat to Terris Sugar, Guma, Remoggo and Almoiz ("**the Bidding Parties**").

We have been formally notified by the Secured Lender Group that they have entered into a transaction ("**the Transaction**") with the Bidding Parties for the disposal of the Lender Claims.

We are advised that the Transaction is subject to payment of the purchase price for the Lender Claims which we are informed is expected to happen in the very near term.

Shareholders will be advised accordingly as the Transaction develops.

Shareholders are further referred to the previous cautionary and renewal of cautionary announcements, the last of which was released on SENS on 31 October 2023. Tongaat's shares remain suspended on the JSE and shareholders are advised to continue to exercise caution in relation to the Company's securities until a further announcement is made.

9 November 2023

Sponsor
PSG Capital



PSG CAPITAL

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.

1.4. Chapter 4 – Conclusion and BRPs Certificates

This chapter contains the BRPs' recommendation and the confirmatory certificate that is required to accompany the Business Rescue Plan.

2. Executive Summary

2.1. Capitalised terms and/or expressions used in this Executive Summary shall have the meanings assigned to them below in paragraph 3.

2.2. The key feature of this Business Rescue Plan is, pursuant to the Adoption and implementation of this Business Rescue Plan, the acquisition by RGS (through a South African incorporated subsidiary "**RGS Bidco**") of the substantial Claims and security held by the Lender Group in the amount of c.R7.7bn plus the subsequent conversion by RGS Bidco of 100% of such Claims into equity in THL ("**the RGS Transactions**"). This, together with the other Proposals put forward in this Business Rescue Plan, will result in (inter alia):

2.2.1. the continued trading of THL substantially in its pre-Commencement Date composition. In this regard it is noted that THD will remain a subsidiary of THL, subject to the implementation of THD's business rescue plan;

2.2.2. the recapitalisation of the THL balance sheet through the Proposals put forward in this Business Rescue Plan, in particular the conversion of the c.R7.7bn former Lender Group Claims into equity; and

2.2.3. the continued listing of THL on the JSE, albeit with current Shareholders becoming minority shareholders and RGS Bidco



6

holding 95% of the then issued and listed shares in the Company immediately following the abovementioned debt to equity conversion (noting that RGS has stated its intention to subsequently sell down RGS Bidco's position such that RGS Bidco will retain a 51% - 60% shareholding within a year of concluding the RGS Transactions, thereby providing for a free float of some 40% - 49% of the then listed shares in issue).

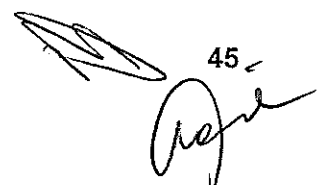
2.3. The strategy to be adopted by the BRPs in the execution of this Business Rescue Plan is, in summary, to:

- 2.3.1. implement and complete the RGS Transactions comprising the acquisition by RGS Bidco of the Lender Group Claims and security and the conversion of such Claims into THL equity;
- 2.3.2. continue to maintain their control and oversight of the operations of the THL businesses until completion of the RGS Transactions and the completion of the parallel business rescues of THD, THSSA and Voermol;
- 2.3.3. secure working capital facilities, in the form of ongoing PCF (without any obligation on the part of the IDC to increase or extend its existing PCF advanced to the Company), sufficient to fund the THL businesses for the duration of the Business Rescue process;
- 2.3.4. RGS has confirmed to the BRPs its undertaking that it will not implement any retrenchments of any employees of THL (other than potentially senior management whose employment will be subject to the restructure of the senior management structure) for a period of at least two years from the date of substantial implementation of the Business Rescue Plan. RGS will assess the performance of the THL Group and the various businesses after the expiry of the two year period. It is the intention of RGS to limit job losses and, therefore, any job losses suffered would be a last resort and all



provided access to conduct a comprehensive due diligence. Final offers were received on 15 June 2023.

- After discussions with the Lender Group the preferred SEPs were approached again and provided with an opportunity to improve their offers (both in terms of certainty of price and overall certainty of closing), which culminated in a short listing of two final bidders.
- The BRPs and their advisors, carefully considered the respective SEP bids and analysed a number of qualitative and quantitative factors relating to each SEP's offer. Such considerations included (inter alia) financial, operational, strategic fit, cultural considerations and execution ability.
- After a rigorous process, and after consultation with numerous parties including the Lender Group, on 17 July 2023, Kagera Sugar was identified and confirmed as the preferred bidder by the BRPs and confirmed as the Strategic Equity Partner to be included in the business rescue plan for consideration by Creditors.
- Subsequent to the conclusion of the SEP process, the BRPs were advised by the Vision Parties and the Lender Group that the Vision Parties were to acquire the significant (from a Voting Interest perspective) secured Claims of the Lender Group. The Vision Parties made clear to the BRPs that subsequent to completion of the acquisition of the Claims of the Lender Group they would not vote

Handwritten signature and the number 45.

such Claims in favour of a business rescue plan predicated on any alternative proposal received by the BRPs, but would only support the Proposals agreed with the BRPs and put forward in this Business Rescue Plan.

- It is noted that as at the Publication Date, the acquisition of the Claims of the Lender Group by the Vision Parties has not been completed. The RGS Proposals put forward in this Business Rescue Plan have therefore been based on numerous factors, including, but not limited to the benefits to the Company, the local community, Creditors, Shareholders and Employees – and on the ability of the proposer (in this case RGS) to make the financial commitments underpinning its proposals.

5.3.5.9. Business Rescue Plan Publication

- In terms of section 150(5) of the Companies Act, a business rescue plan was required to be published on or before 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 up to 31 May 2023.
- The BRPs in May 2023 were still reluctant to publish a business rescue plan until such time as they were able to put forward sufficiently detailed Proposals to Affected Persons. However, at that time, the Lender Group declined to agree to any further extensions and insisted that the BRPs put forward the initial business rescue plan. The BRPs

EXECUTION VERSION

TRANSFER CERTIFICATE

To: THE STANDARD BANK OF SOUTH AFRICA LIMITED (acting through its Corporate and Investment Banking division), as facility agent (the "Facility Agent")

From: ABSA BANK LIMITED ("Absa")
THE STANDARD BANK OF SOUTH AFRICA LIMITED (acting through its Corporate and Investment Banking division) ("SBSA")
FIRSTSTRAND BANK LIMITED (acting through its Rand Merchant Bank division) ("RMB")
INVESTEC BANK LIMITED (acting through its Corporate and Institutional Banking division)
INVESTEC BANK LIMITED (acting through its Investment Banking Division: Corporate Solutions)
NEDBANK LIMITED ("Nedbank")
THE LAND AND AGRICULTURAL DEVELOPMENT BANK OF SOUTH AFRICA
SANLAM LIFE INSURANCE LIMITED (acting through its Sanlam Specialised Finance 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
ASHBURTON FUND MANAGERS PROPRIETARY LIMITED (acting for and on behalf of its clients)
(collectively, the "Existing Lenders" and each an "Existing Lender" as the context may require)

And from: VISION INVESTMENTS 155 PROPRIETARY LIMITED
(the "New Lender", and together with the Existing Lenders and the Facility Agent, collectively, the "Parties" and each a "Party" as the context may require)

20 November 2023

Dear Sirs,

TONGAAT HULETT LIMITED Common Terms Agreement, dated on or about 2 December 2021 (the "Agreement")

A handwritten signature in black ink, appearing to be 'A. Hulett', is located at the bottom right of the page.

1. We refer to the Agreement. This is a Transfer Certificate. Terms defined in the Agreement have the same meaning in this Transfer Certificate unless given a different meaning in this Transfer Certificate and:

1.1. "Consideration" shall bear the meaning ascribed thereto in clause 6.1;

1.2. "Facility Agent Account" means the following bank account of the Facility Agent:

Bank:	Standard Bank
Bank address:	88 Commissioner Street, Johannesburg, 2001
Branch / SWIFT code:	00 02 05
Account name:	Corporate Banking Disbursement Account No. 2
Account number:	00 970 538 4
Reference:	Thor – Acquisition of Claims

1.3. "Proportionate Share" means, in respect of each Existing Lender and as at the Transfer Date, that portion of the Consideration to which that Existing Lender is entitled in terms of clause 6.1, being such amount as set out at Schedule 1 (*Proportionate Share*);

1.4. "Senior Facility E Agreement" means the agreement titled "ZAR600 000 000 Senior Secured Borrowing Base Facility" entered into on or about 29 July 2022 between certain of the Existing Lenders, the Facility Agent and the Borrower; and

1.5. "Transfer Date" means date on which the New Lender has irrevocably and unconditionally effected payment of the Consideration into the Facility Agent Account in accordance with the provisions of clause 6 and the proceeds of such payment (in an amount equal to the Consideration) stand to the credit of the Facility Agent Account.

2. **Transfer of Senior Facility Commitments and Senior Facility Outstandings: Senior Facility A, Senior Facility B, Senior Facility C and Senior Facility D**

2.1. In terms of clause 24.5 (*Procedure for transfer*) of the Agreement, each Existing Lender, with effect from the Transfer Date, transfers to the New Lender, by cession and delegation:

2.1.1. its Senior Facility A Commitment, Senior Facility B Commitment, Senior Facility C Commitment and Senior Facility D Commitment (as applicable); and

2.1.2. all of its rights and obligations under the Finance Documents (in its capacity as Senior Facility A Lender, Senior Facility B Lender, Senior Facility C Lender and Senior Facility D Lender) (as applicable)).

2.2. On and with effect from the Transfer Date, the New Lender:

2.2.1. becomes party to the Agreement and each other relevant Finance Document as a Senior Facility A Lender, Senior Facility B Lender, Senior Facility C Lender and Senior Facility D Lender;



- 2.2.2. becomes party to the Intercreditor Agreement as a Senior Facility A Lender, Senior Facility B Lender, Senior Facility C Lender and Senior Facility D Lender;
 - 2.2.3. undertakes to perform all the obligations expressed in the Agreement, the Intercreditor Agreement and the other applicable Finance Documents to be assumed by a Senior Facility A Lender, Senior Facility B Lender, Senior Facility C Lender and Senior Facility D Lender; and
 - 2.2.4. agrees that it shall be bound by all the provisions of the Agreement, the Intercreditor Agreement and other applicable Finance Documents as if it had been an original party to those Finance Documents as a Senior Facility A Lender, Senior Facility B Lender, Senior Facility C Lender and Senior Facility D Lender.
- 2.3. On and with effect from the Transfer Date and against the implementation of the transactions set out at clauses 2.1 and 2.2, each Existing Lender shall:
- 2.3.1. cease to be a party to the Intercreditor Agreement and the Finance Documents to which it is a party in its capacity as Senior Facility A Lender, Senior Facility B Lender, Senior Facility C Lender and Senior Facility D Lender; and
 - 2.3.2. shall have no further rights and obligations under the Intercreditor Agreement and the Finance Documents to which it is a party in its capacity as Senior Facility A Lender, Senior Facility B Lender, Senior Facility C Lender and Senior Facility D Lender.

3. **Senior Facility E**

- 3.1. It is recorded that, as at the date of this Transfer Certificate:
- 3.1.1. no "*Senior Facility E Outstandings*" are outstanding under the Finance Documents;
 - 3.1.2. each "*Senior Facility E Commitment*" has been irrevocably and unconditionally cancelled; and
 - 3.1.3. no "*Senior Facility E Commitment*" is capable of utilisation by any member of the South African Group.
- 3.2. On and with effect from the Transfer Date, each Existing Lender which is a "*Senior Facility E Lender*" shall:
- 3.2.1. cease to be a party to the Intercreditor Agreement and the Finance Documents to which it is a party in its capacity as "*Senior Facility E Lender*"; and

A handwritten signature in black ink, appearing to be 'A. J. van der Merwe', is located in the bottom right corner of the page.

3.2.2. shall have no further rights and obligations under the Intercreditor Agreement and the Finance Documents to which it is a party in its capacity as "*Senior Facility E Lender*".

3.3. Capitalised and italicised terms where used in this clause 3 herein shall bear the meanings ascribed thereto in the Senior Facility E Agreement.

4. **Senior Overdraft Facilities**

4.1. It is recorded that, as at the date of this Transfer Certificate:

4.1.1. no Senior Overdraft Facility Outstandings are outstanding under any Senior Overdraft Facility Agreement;

4.1.2. each Senior Overdraft Facility Commitment has been irrevocably and unconditionally cancelled; and

4.1.3. no Senior Overdraft Facility is capable of utilisation by any member of the South African Group.

4.2. On and with effect from the Transfer Date, each of SBSA and RMB (in its capacity as Senior Overdraft Facility Lender) shall:

4.2.1. cease to be a party to the Intercreditor Agreement and the Finance Documents to which it is a party in its capacity as Senior Overdraft Facility Lender; and

4.2.2. shall have no further rights and obligations under the Intercreditor Agreement and the Finance Documents to which it is a party in its capacity as Senior Overdraft Facility Lender.

5. **Transfer of Ancillary Facility Outstandings**

5.1. Each of SBSA, RMB and Nedbank (each in its capacity as an Ancillary Facility Lender), with effect from the Transfer Date, transfers to the New Lender, by cession and delegation:

5.1.1. all claims to payment and repayment of all Ancillary Facility Outstandings (save for any Ancillary Facility Outstandings under any credit card, Diners card, fleet card, corporate card or similar line made available by any such Ancillary Facility Lender to members of the South African Group); and

5.1.2. all of its rights and obligations under the Finance Documents (in its capacity as an Ancillary Facility Lender).

5.2. On and with effect from the Transfer Date the New Lender:

5.2.1. becomes party to the Agreement and each other relevant Finance Document as an Ancillary Facility Lender;

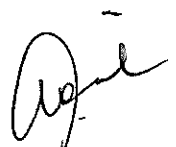
A handwritten signature in black ink, appearing to be 'April', is located in the bottom right corner of the page.

- 5.2.2. becomes party to the Intercreditor Agreement as an Ancillary Facility Lender;
 - 5.2.3. undertakes to perform all the obligations expressed in the Agreement, the Intercreditor Agreement and the other applicable Finance Documents to be assumed by an Ancillary Facility Lender; and
 - 5.2.4. agrees that it shall be bound by all the provisions of the Agreement, the Intercreditor Agreement and other applicable Finance Documents as if it had been an original party to those Finance Documents as an Ancillary Facility Lender.
- 5.3. On and with effect from the Transfer Date and against the implementation of the transactions set out at clauses 5.1 to 5.2 (inclusive), each of SBSA, RMB and Nedbank (each in its capacity as an Ancillary Facility Lender) shall:
- 5.3.1. cease to be a party to the Intercreditor Agreement and the Finance Documents to which it is a party in its capacity as Ancillary Facility Lender; and
 - 5.3.2. shall have no further rights and obligations under the Intercreditor Agreement and the Finance Documents to which it is a party in its capacity as Ancillary Facility Lender.
- 5.4. On and with effect from the Transfer Date, Absa (in its capacity as an Ancillary Facility Lender) (the "Excluded Ancillary Facility Lender") shall, without derogating from its rights under the Ancillary Facility Documents concluded by it with members of the South African Group:
- 5.4.1. cease to be a party to the Intercreditor Agreement, the Common Terms Agreement and the Finance Documents to which it is a party in its capacity as Ancillary Facility Lender; and
 - 5.4.2. shall have no further rights and obligations under the Intercreditor Agreement, the Common Terms Agreement and the Finance Documents to which it is a party in its capacity as Ancillary Facility Lender,

it being recorded that the Ancillary Facilities made available by the Excluded Ancillary Facility Lender, and the Ancillary Facility Documents concluded by it with members of the South African Group, shall remain unamended and of full force and effect.

6. Consideration and payment

- 6.1. In consideration for the transactions set out at clauses 2 and 5, the New Lender unconditionally and irrevocably agrees to pay to the Facility Agent (for the account of each Existing Lender in its Proportionate Share) an amount equal to ZAR3 510 000 000 (three billion five hundred and ten million Rand) (the "Consideration").



- 6.2. The payment of the Consideration shall be made by the New Lender:
- 6.2.1. by no later than noon South Africa Time on 6 December 2023 (the "**Required Payment Date and Time**"); and
 - 6.2.2. in cash, in immediately available funds, without withholding, set-off or deduction, into the Facility Agent Account.
- 6.3. The Facility Agent shall promptly (but in any event by no later than close of business, South African time on the date of receipt) notify the Existing Lenders and the New Lender of the proceeds of the payment contemplated in clause 6.1 being received and standing to the credit of the Facility Agent Account.
- 6.4. Should the New Lender fail to comply with its payment obligations in terms of clause 6.2.1 by the date and time specified in that clause, this Transfer Certificate shall terminate and shall be of no further force and effect and no Party shall have any claim, of whatsoever nature, against any other Party in connection with any of the transactions set out in this Transfer Certificate.

7. **Information**

- 7.1. The New Lender shall, promptly after becoming aware thereof, notify the Existing Lenders in writing of any committee of the Public Investment Corporation ("PIC") taking any decision to approve or reject the Proposed PIC Funding Transaction, which notification shall, if such approval is given, set out any conditions to which such approval may be subject. For the purposes of this clause 7.1, "**Proposed PIC Funding Transaction**" means the transaction proposed to be concluded between the New Lender and PIC in terms of which PIC shall, by no later than the Required Payment Date and Time, advance monies at least equal to ZAR2 000 000 000 (two billion Rand) to the New Lender to enable the New Lender to partially discharge the Consideration.
- 7.2. The New Lender shall, by no later than 28 November 2023, provide the Existing Lenders with evidence to their satisfaction that at least ZAR1 600 000 000 (one billion six hundred million Rand) of immediately available monies stand to the credit of a bank account maintained by the New Lender with a South African bank acceptable to the Existing Lenders.

8. **Limitation of the responsibility of Existing Lenders**

Without derogating from the provisions of clause 24.4 (*Limitation of responsibility of Existing Lenders*) of the Agreement:

- 8.1. the Existing Lenders make no representation or warranty and assumes no responsibility to the New Lender for:
- 8.1.1. the legality, validity, effectiveness, adequacy or enforceability of the Financing Agreements or any other documents;



- 8.1.2. the financial condition of any Obligor, any Security Provider or any other member of the Group;
 - 8.1.3. the performance and observance by any Obligor, any Security Provider and/or any other member of the Group of its obligations under the Financing Agreements or any other documents; or
 - 8.1.4. the accuracy of any statements (whether written or oral) made in or in connection with any Financing Agreement or any other document,
- and any representations or warranties implied by law are excluded;
- 8.2. the New Lender confirms to the Existing Lenders that it:
- 8.2.1. has made (and shall continue to make) its own independent investigation and assessment of the financial condition and affairs of each Obligor, each Security Provider, each member of the Group and its related entities in connection with its participation in the Agreement and the other Financing Agreements and has not relied on any information provided to it by any Existing Lender in connection with any Financing Agreement; and
 - 8.2.2. will continue to make its own independent appraisal of the creditworthiness of each Obligor, each Security Provider, each member of the Group and its related entities whilst any amount is or may be outstanding under the Financing Agreement or any Senior Facility Commitment or Ancillary Facility Commitment is in force; and
 - 8.2.3. agrees that nothing in this Transfer Certificate or any other Financing Agreement obliges an Existing Lender to:
 - 8.2.3.1. accept a re-transfer from the New Lender of any of the rights and obligations transferred in terms of this Transfer Certificate; or
 - 8.2.3.2. support any losses directly or indirectly incurred by the New Lender by reason of the non-performance by any Obligor, any Security Provider or any other member of the Group of its obligations under the Financing Agreements or otherwise.

9. **Resignation of The Standard Bank of South Africa Limited as Facility Agent**

With effect from the Transfer Date:

- 9.1. The Standard Bank of South Africa Limited (as facility agent) shall, notwithstanding the provisions of clause 26.1.11.2 of the Agreement, have resigned as Facility Agent; and



- 9.2. the New Lender shall have appointed Vision Investments 155 Proprietary Limited as Facility Agent.

10. **General**

- 10.1. The physical address, email address and attention details for notices of the New Lender for the purposes of clause 33 (*Notices*) of the Agreement are set out in the Schedule.
- 10.2. This Transfer Certificate may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Transfer Certificate.
- 10.3. This Transfer Certificate and any non-contractual obligations arising out of or in connection with it are governed by South African law.



SCHEDULE 1

PROPORTIONATE SHARE

Existing Lender	Proportionate Share
The Standard Bank of South Africa Limited (acting through its Corporate and Investment Banking division)	ZAR1 001 311 473.58
Nedbank Limited	ZAR730 354 034.38
Absa Bank Limited	ZAR435 092 480.03
FirstRand Bank Limited (acting through its Rand Merchant Bank division)	ZAR582 307 864.93
Investec Bank Limited (acting through its Corporate and Institutional Banking division)	ZAR155 394 086.62
Investec Bank Limited (acting through its Investment Banking Division: Corporate Solutions)	ZAR155 394 086.62
The Land and Agricultural Development Bank of South Africa	ZAR190 785 222.15
Sanlam Life Insurance Limited (acting through its Sanlam Specialised Finance division)	ZAR77 949 267.16
Sanlam Investment Management Proprietary Limited (acting on behalf of its third party clients)	ZAR15 860 750.29
Sanlam Life Insurance Limited (acting through its Sanlam Investment Management division)	ZAR66 318 232.85
Sanlam Specialised Finance Proprietary Limited	ZAR24 308 092.09
Momentum Metropolitan Life Limited	ZAR46 104 517.89
Ashburton Fund Managers Proprietary Limited (acting for and on behalf of its clients)	ZAR28 819 891.39



SCHEDULE 2

Administrative Details of the New Lender

Notice details:

Physical address: 134 Beethoven Street, Waterkloof Glen, Pretoria, Gauteng, 0010

Email: rute@remoggo.com

Addressee: Rute Moyo

A handwritten signature in black ink, appearing to read 'Rute Moyo', located in the bottom right corner of the page.

SIGNATURE PAGE

This Transfer Certificate is accepted by the Facility Agent.

SIGNED at Rosebank on this the 20th day of November 2023

For and on behalf of

The Standard Bank of South Africa Limited
(acting through its Corporate and Investment
Banking division)



Name: Kelly-Ann Myles

Capacity: Head: Agency

Who warrants his authority hereto

For and on behalf of

The Standard Bank of South Africa Limited
(acting through its Corporate and Investment
Banking division)

Name:

Capacity:

Who warrants his authority hereto



Transfer Certificate (Terra)
Execution Version

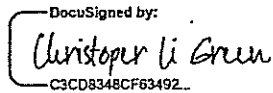
SIGNATURE PAGE

EXISTING LENDER

SIGNED at Sandton on this the 20th day of November 2023

For and on behalf of

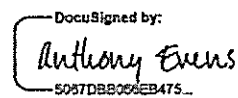
Absa Bank Limited

DocuSigned by:

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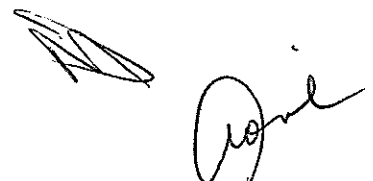
Name: Christoper Li Green
Capacity: Authorized
Who warrants his authority hereto

For and on behalf of

Absa Bank Limited

DocuSigned by:

5057DBB066EB475...

Name: Anthony Evens
Capacity: Authorised
Who warrants his authority hereto



Transfer Certificate (Terrie)
Execution Version

SIGNATURE PAGE

EXISTING LENDER

SIGNED at Rosebank on this the 19 day of November 2023

For and on behalf of

The Standard Bank of South Africa Limited
(acting through its Corporate and Investment
Banking division)

Martin Baumgartner

Name: Martin Baumgartner

Capacity: Head, BS&R, Risk, CIB

Who warrants his authority hereto

For and on behalf of

The Standard Bank of South Africa Limited
(acting through its Corporate and Investment
Banking division)

Scott Lavery

Name: Scott Lavery

Capacity: Investment Banking - Head Trade

Who warrants his authority hereto

[Signature]
[Signature]

SIGNATURE PAGE

EXISTING LENDER

SIGNED at Johannesburg on this the 20 day of November 2023

For and on behalf of

FirstRand Bank Limited
(acting through its Rand Merchant Bank division)

Christopher Alderson

Name: Chris Alderson
Capacity: Authorised
Who warrants his authority hereto

For and on behalf of

FirstRand Bank Limited
(acting through its Rand Merchant Bank division)

Jean du Plessis

Name: Jean du Plessis
Capacity: Authorised
Who warrants his authority hereto

[Signature]

SIGNATURE PAGE

EXISTING LENDER

SIGNED at _____ on this the 20th day of November 2023

For and on behalf of

Investec Bank Limited

(acting through its Corporate and Institutional
Banking division)



Name: Igna Ferreira

Capacity: Authorised Signatory

Who warrants his authority hereto

For and on behalf of

Investec Bank Limited

(acting through its Corporate and Institutional
Banking division)



Name: Andrew Kunyamane

Capacity: Authorised Signatory

Who warrants his authority hereto



SIGNATURE PAGE

EXISTING LENDER

SIGNED at _____ on this the 20th day of November 2023

For and on behalf of

Investec Bank Limited

(acting through its Investment Banking Division,
Corporate Solutions)

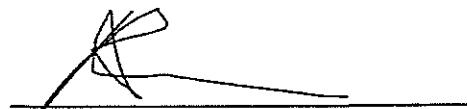


Name: Kerry Caldwell
Capacity: Authorised Signatory
Who warrants his authority hereto

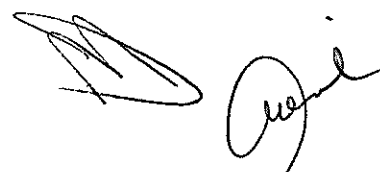
For and on behalf of

Investec Bank Limited

(acting through its Investment Banking Division,
Corporate Solutions)



Name: Ricardo Lupini
Capacity: Authorised Signatory
Who warrants his authority hereto



SIGNATURE PAGE

EXISTING LENDER

SIGNED at _____ on this the 20th day of November 2023

For and on behalf of

Nedbank Limited



Name: Priyan Govender
Capacity: Authorised
Who warrants his authority hereto

For and on behalf of

Nedbank Limited



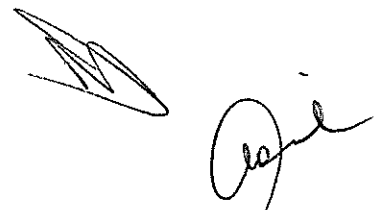
Name: Vuyisa Sobayeni
Capacity: Authorised
Who warrants his authority hereto

For and on behalf of

Nedbank Limited



Name: Wellwood Nortier
Capacity: Authorised
Who warrants his authority hereto



SIGNATURE PAGE

EXISTING LENDER

SIGNED at _____ on this the 20th day of November 2023

For and on behalf of

**The Land and Agricultural Development
Bank of South Africa**

Stephen Sebueng

Stephen Sebueng
20/11/2023 13:54:41(UTC+02:00)

Name: Stephen Sebueng

Capacity: EM: Legal Services

Who warrants his authority hereto

For and on behalf of

**The Land and Agricultural Development
Bank of South Africa**

Faride Stiglingh

Faride Stiglingh
20/11/2023 14:26:41(UTC+02:00)

Name: Faride Stiglingh

Capacity: EM: Post Investment Services

Who warrants his authority hereto

[Handwritten signature]

SIGNATURE PAGE

EXISTING LENDER

SIGNED at Sandton on this the 20th day of November 2023

For and on behalf of

Sanlam Life Insurance Limited

(acting through its Sanlam Specialised Finance
division)

For and on behalf of

Sanlam Life Insurance Limited

(acting through its Sanlam Specialised Finance
division)

Howard van der Merwe

Name: Howard van der Merwe

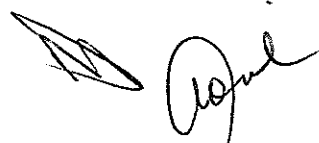
Capacity: Authorised Signatory

Who warrants his authority hereto

Name:

Capacity:

Who warrants his authority hereto



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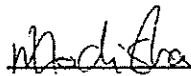
EXISTING LENDER

SIGNED at Pretoria on this the 20th day of November 2023

For and on behalf of

**Sanlam Investment Management
Proprietary Limited**

(acting on behalf of its third party clients)



Name: **Mokgatlhe Madisha**
Capacity: **Authorised Signatory**

Who warrants his authority hereto

For and on behalf of

**Sanlam Investment Management
Proprietary Limited**

(acting on behalf of its third party clients)



Name:

Capacity:

Who warrants his authority hereto



SIGNATURE PAGE

EXISTING LENDER

SIGNED at Cape Town on this the 20th day of November 2023

For and on behalf of

Sanlam Life Insurance Limited
(acting through its Sanlam Investment
Management division)



Name: Cecilia Le Roux
Capacity: Authorised Signatory
Who warrants his authority hereto

For and on behalf of

Sanlam Life Insurance Limited
(acting through its Sanlam Investment
Management division)

Name:
Capacity:
Who warrants his authority hereto



SIGNATURE PAGE

EXISTING LENDER

SIGNED at Sandton on this the 20th day of November 2023

For and on behalf of

**Sanlam Specialised Finance Proprietary
Limited**

For and on behalf of

**Sanlam Specialised Finance Proprietary
Limited**

Howard van der Merwe

Name: Howard van der Merwe

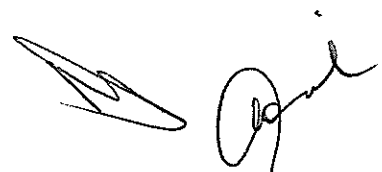
Capacity: Authorised Signatory

Who warrants his authority hereto

Name: _____

Capacity: _____

Who warrants his authority hereto



SIGNATURE PAGE

EXISTING LENDER

SIGNED at Cape Town on this the 20th day of November 2023

For and on behalf of

Sanlam Life Insurance Limited

(acting through its Sanlam Investment
Management division)



Name: Cecilia Le Roux
Capacity: Authorised Signatory
Who warrants his authority hereto

For and on behalf of

Sanlam Life Insurance Limited

(acting through its Sanlam Investment
Management division)

.

Name:
Capacity:
Who warrants his authority hereto



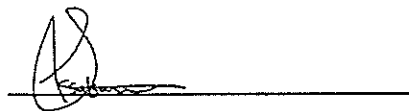
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For and on behalf of

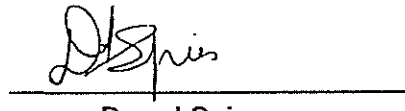
Momentum Metropolitan Life Limited



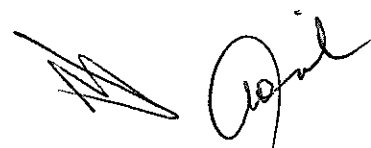
Name: Kagiso Tsatsane
Capacity: Authorised Signatory
Who warrants his authority hereto

For and on behalf of

Momentum Metropolitan Life Limited



Name: Duard Spies
Capacity: Authorised Signatory
Who warrants his authority hereto



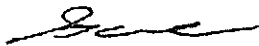
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EXISTING LENDER

SIGNED at Sandton on this the 20th day of November 2023

For and on behalf of

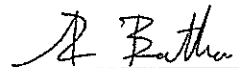
Ashburton Fund Managers Proprietary Limited
(acting for and on behalf of its clients)



Name: Santhuri Thaver
Capacity: Authorised Signatory
Who warrants his authority hereto

For and on behalf of

Ashburton Fund Managers Proprietary Limited
(acting for and on behalf of its clients)



Name: Albert Botha
Capacity: Authorised Signatory
Who warrants his authority hereto



SIGNATURE PAGE

NEW LENDER

SIGNED at _____ on this the 20th day of November 2023

For and on behalf of

For and on behalf of

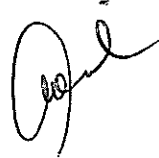
Vision Investments 155 Proprietary Limited

Vision Investments 155 Proprietary Limited



Name: **ESTENHUERO MOYO**
Capacity: **DIRECTOR**
Who warrants his authority hereto

Name:
Capacity:
Who warrants his authority hereto

"MAR13"



Corporate and Investment Banking

21 December 2023

Vision Investments 155 (Pty) Ltd
134 Beethoven Street
Waterkloof Glen
Pretoria
South Africa
0010

Dear Mr Rute Moyo,

TONGAAT HULETT LIMITED (IN BUSINESS RESCUE)

As requested by the Business Rescue Practitioners of Tongaat Hulett Limited, this letter serves to confirm the following regarding the customer Vision Investments 155 (Pty) Ltd ("Vision"):

- Vision holds a Standard Bank account;
- The account has sufficient cash for Vision to execute the contemplated transaction as per the amended Vision business rescue plan dated 20 December 2023
- The account has sufficient cash to meet the proposed payment to unsecured creditors of R75 million as per the amended Vision business rescue plan dated 20 December 2023

We trust the above meets with your requirements.

This letter or your reliance on same does not give rise to any obligations or liability on the part of the Bank and/or its officials.

Yours sincerely,

[digitally executed]

Sean Wegerhoff
Executive, Advisory

21 December 2023

Date

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

Directors: NMC Nyembezi (Chairman) L Fuzile* (Chief Executive Officer) LL Bam PLH Cook
A Daehnke* GJ Fraser-Moleketi Xueqing Guan¹ GMB Kennealy BJ Kruger Li Li¹ JH Maree
NNA Matyumza ML Oduor-Otieno² ANA Peterside CON³ SK Tshabalala*

Company Secretary: K Froneman – 2023/06/12

* Executive Director ¹ Chinese ² Kenyan ³ Nigerian



**ADOPTED AMENDED BUSINESS RESCUE PLAN INCLUDING
AMENDMENTS PROPOSED AND APPROVED AT MEETING OF
CREDITORS ON 11 JANUARY 2024
(VISION TRANSACTIONS)
(MARKED UP VERSION)**

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

**As originally published on 29 November 2023 including amendments
as approved and adopted on 11 January 2024**

CORPORATE INFORMATION AND ADVISOR DETAILS

Company

Tongaat Hulett Limited

Business Rescue Practitioners

Peter van den Steen

Trevor Murgatroyd

Gerhard Albertyn

Preparation of the Independent Liquidation Dividend Estimate

BDO

Legal Advisors to the Business Rescue Practitioners

Werksmans

Legal Advisors to the Company

Shepstone Wylie Attorneys

ENS Africa

Cox Yeats Attorneys

Restructuring Advisors to the Company

Metis Strategic Advisors

Matuson and Associates

BSM

Tenurey BSM

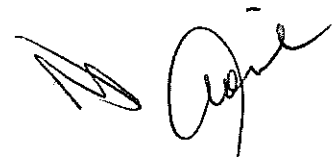


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CHAPTER 1 – INTRODUCTION

1. Structure of the Business Rescue Plan

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

1.1. 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.

1.2. Chapter 2 – Proposals

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

1.2.1. 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.

1.2.2. Part B – Proposals

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

1.2.3. 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.

1.3. 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.

1.4. Chapter 4 – Conclusion and BRPs Certificates

This chapter contains the BRPs' recommendation and the confirmatory certificate that is required to accompany the Business Rescue Plan.

2. Executive Summary

2.1. Capitalised terms and/or expressions used in this Executive Summary shall have the meanings assigned to them below in paragraph 3.

2.2. The BRPs have been advised that the Vision Parties will upon, and after, the Adoption of this Business Rescue Plan acquire the Claims and security held by the Lender Group. In this regard, the Vision Parties have a substantial cash deposit available for payment to the Lender Group and, if the Business Rescue Plan is approved, the Vision Parties will finalise the acquisition of the Lender Group's Claims. The Lender Group and the BRPs have received proof that the substantial cash deposit (referred to above) is held in a bank account in South Africa. ~~Vision Parties have sufficient cash to execute the contemplated transaction as per the Business Rescue Plan.~~ The BRPs are advised by the Vision Parties that know your client ("KYC") and Financial Intelligence Centre Act ("FICA") requirements have been complied with. The Vision Transaction does not involve, nor is it dependent on, financing to be provided by the Public Investment Corporation ("PIC").

2.3. The key feature of this Business Rescue Plan, pursuant to its Adoption and implementation, is the acquisition by the Vision Parties of the substantial Lender Group Claims (as noted above) and the subsequent conversion by the Vision Parties of a material portion of such Claims into new equity in THL ("the Vision Transactions"). This, together with the other Proposals put forward in this Business Rescue Plan, will result in (inter alia):



- 2.3.1. the continued trading of THL substantially in its pre-Commencement Date composition. In this regard it is noted that THD will remain a subsidiary of THL, subject to the implementation of THD's business rescue plan;
 - 2.3.2. the recapitalisation of the THL balance sheet through the Proposals put forward in this Business Rescue Plan, in particular the conversion by the Vision Parties of a material portion of the former Lender Group Claims into equity; and
 - 2.3.3. the continued listing of THL on the JSE, albeit with current Shareholders becoming minority shareholders and the Vision Parties in aggregate holding the bulk of the listed shares in the Company following the abovementioned debt to equity conversion.
- 2.4. The strategy to be adopted by the BRPs in the execution of this Business Rescue Plan, in summary, is to:
- 2.4.1. implement and complete the Vision Transactions;
 - 2.4.2. continue to run the operations of the THL businesses until completion of the Vision Transactions and the completion of the parallel business rescues of THD, THSSA and Voermol;
 - 2.4.3. secure working capital facilities, in the form of ongoing PCF (without any obligation on the part of the IDC to increase or extend its existing PCF advanced to the Company), sufficient to fund the THL businesses for the duration of the Business Rescue process;
 - 2.4.4. continue the process of business improvement which, may include some degree of rationalisation of the cost base of the THL operations and head office (which process may include some employee retrenchments);



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- 2.4.5. resolve the current dispute with SASA in relation to the payment obligations owing by THL to SASA arising after commencement of Business Rescue (i.e. from 28 October 2022);
- 2.4.6. oversee the parallel business rescues of THD, THSSA and Voermol;
- 2.4.7. engage with and renegotiate to the satisfaction of IDC or any other third-party, and service in the normal course of business, any working capital facility approved and advanced by IDC or any other third party to the Company as PCF (it being recorded that no obligation exists on the part of the IDC to increase or extend its existing PCF advanced to the Company); and
- 2.4.8. to the extent possible, make payment (in full or in part) in relation to all remaining claims held by the Company's Creditors as contemplated in this Business Rescue Plan. For the avoidance of doubt, where there are insufficient or no funds available for Distribution(s) or other means in respect of any payment against any Claim against the Company, the residual Claim that remains unpaid will become Unenforceable against the Company. This does not apply to the payment arrangement agreed to in relation to SASA nor to the R75m to be made available to Unsecured Creditors.

2.5. If approved and successfully implemented as contemplated herein, this Business Rescue Plan will result in:

- 2.5.1. the rescue of the Company (or as an alternative, the business of the Company) which will continue in business – albeit under new ownership;
- 2.5.2. the avoidance of a major humanitarian and financial catastrophe in the KZN region in general, and in the sugar supply chain in particular as outlined in more detail in paragraph 9.3.5;



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- 2.5.3. the opportunity for new jobs to be created as the business grows under new ownership with Vision Parties as SEPs;
- 2.5.4. the implementation of a partial debt-for-equity swap by the Vision Parties subscribing for new shares in the Company that would result in the Vision Parties collectively owning 97.3% of the total issued share capital of the Company. The consideration for such subscription will be c.R4.1bn based on current balances which will be discharged by a reduction in the former Lender Group Claims against THL (those purchased by the Vision Parties) to c.R3.6bn;
- 2.5.5. in addition to the c.R1.3bn already paid to various critical suppliers (see below), the Vision Parties have agreed to (either by making a loan to THL or otherwise ensuring THL is able to so) THL paying an amount of R75m as a Distribution to Unsecured Creditors, pro-rata to their respective Claims. Such Distribution is to be made subsequent to full implementation of the Vision Transactions;
- 2.5.6. a positive outcome for Unsecured Creditors. In this regard it is noted that in liquidation Unsecured Creditors would be anticipated to receive nil. Equally so – without the abovementioned amount being made available by the Vision Parties – Unsecured Creditors would be anticipated to receive nil in this business rescue;
- 2.5.7. existing Shareholders retaining an interest of 2.7% of the equity in THL with its positively recapitalised balance sheet. In this regard, it is noted that in liquidation shareholders would have been anticipated to receive nil. Equally so, in an alternatively structured transaction (the sale of the assets of THL to the Vision Parties), shareholders would again be anticipated to receive nil. Consequently, this proposal results in positive value accruing to shareholders through the retention of their shareholdings and



becoming minority shareholders in the still-listed, post-recapitalisation, Vision Parties-controlled THL;

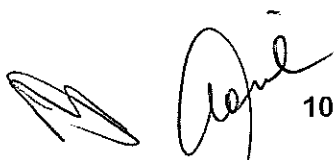
2.5.8. a portion or the entire amount of the IDC PCF Facility is to be secured in a working capital facility which is sufficient to fund the working capital requirements of the Company for at least the duration of the Business Rescue proceedings, and thereafter it would be the goal of the Vision Parties to secure working capital facilities into the future beyond the Adoption and subsequent implementation of this Business Rescue Plan; and

2.5.9. THL retaining its listing on the JSE.

2.6. Subsequent to the Adoption of this Business Rescue Plan, in the event of, for whatever reason, a failure to secure the consents and/or approvals required in order for the proposed issue of new THL shares to the Vision Parties to be effected, this Business Rescue Plan contemplates in substitution that the currently proposed Vision Transactions will be switched from transactions contemplating a new issue of THL shares to transactions contemplating the acquisition by the Vision Parties of all of THL's assets and businesses (as going concerns) (see paragraph 6.1.7 below).

2.6.1. Whilst employees, Unsecured Creditors and Secured Creditors would be largely unaffected by such a change, once it has sold its assets and businesses (leaving THL as an empty shell), THL will be delisted from the JSE and liquidated, resulting in its shares (those held by existing Shareholders) having nil value.

2.7. Once this Business Rescue Plan has been approved, Adopted and implemented in accordance with Chapter 6 of the Companies Act, including payment of the Distributions as provided for, any residual Creditor Claims will become Unenforceable, other than as specifically provided for in this Business Rescue Plan.



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- 2.8. Affected Persons have been provided with two alternative business rescue plans (including this one) for their consideration and both such business rescue plans will be placed before a meeting of Creditors for approval of the proposed amendments, and if so approved thereafter for the approval and Adoption of one of the business rescue plans. Should either the first or the second business rescue plans not be approved, then the provisions of section 153 of the Companies Act will apply, with the variable outcomes contemplated in section 153(1).
- 2.9. 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.
- 2.10. 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.
- 2.11. 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** (see paragraph 5.3.8).
- 2.12. 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.
- 2.13. As this Business Rescue Plan does not alter the rights of the holders of any class of the Company's securities, Shareholders are neither required nor entitled to vote on the plan in order for the plan to be Adopted.
- 2.14. Ad hoc meetings with certain Shareholders and their representatives have taken place since the commencement of business rescue proceedings with the aim of constructively engaging with information sharing and solution



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seeking (under non-disclosure). In addition, a formal shareholders engagement meeting was held 26th September 2023, with the aim of informing Shareholders and engaging with them about the proposed business rescue plan and the impact thereof on their interests and consulting with the wider shareholder body in that regard.

- 2.15. Prior to the publication of this Business Rescue Plan the Lender Group held security over all material assets of the Company including, without limitation, a reversionary cession in security in respect of those assets over which IDC has prior ranking security as a PCF Lender; and would, in the absence of the Proposals contemplated in this Business Rescue Plan, likely be the recipients of most, if not all, Distributions arising from liquidation or any alternative proposals.
- 2.16. Upon, and after the Adoption of this Business Rescue Plan, the Vision Parties will acquire the Claims and security of the Lender Group (see paragraph 2.2 above) and will be substituted as the Secured Creditor.
- 2.17. In endeavouring to balance the rights of all stakeholders following the principles set out in section 7(k) of the Companies Act, the BRPs have reached agreement with Vision Parties in terms of which those parties will facilitate a Distribution of R75m in aggregate to the Unsecured Creditors, which Creditors would otherwise realise nil. This concession is coupled with the proposed structure of the Vision Transactions which will result in the Company's Shareholders retaining a 2.7% interest in the recapitalised (and still listed) THL – again noting that without the proposed structure Shareholders would have received nil.
- 2.18. The Vision Parties have accordingly agreed to make available R75m to be paid by THL to Unsecured Creditors following the implementation of the Vision Transactions (as referenced above in paragraph 2.5.5).
- 2.19. 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,



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the South African sugar businesses, and thus the need to balance this alongside the interests of the other stakeholders in this Business Rescue. The Vision Transactions have at their heart, the intention of relieving THL of its Financial Distress, maintaining the operations of the underlying businesses of THL, building the businesses of THL into the future with the support of the Vision Parties as SEPs, and thus avoiding the otherwise catastrophic social impact that would result from a collapse of THL.

- 2.20. In assessing this Business Rescue Plan, cognisance should be taken of the extent of payments already made to third-party growers and other critical suppliers with pre-Commencement Date Claims. The amount of pre-Commencement Date Unsecured Creditors' Claims paid equates to c.R1.3bn as of 31 October 2023, of which c.R1.1bn related to payments made to cane growers in the interest of keeping the industry as stable as possible. In the absence of Business Rescue, these amounts would merely have been Concurrent Claims with little to no prospect of recovery.
- 2.21. Finally in assessing this Business Rescue Plan, cognisance should be taken of the importance of the role of IDC in providing significant PCF which has been the oxygen and lifeblood of this rescue process, without which it is probable that the liquidation of THL would have ensued. The BRPs have constantly been aware that working capital for this highly seasonal business is critical to its survival – both during the business rescue proceedings and beyond – and have consequently factored this ongoing PCF/working capital requirement into the decision making and processes embarked on in reaching the point of publication of this Business Rescue Plan. Having said that, the BRPs point out that there is no obligation on the part of IDC to increase or extend the terms of its existing PCF advanced to the Company.
- 2.22. For the benefit of the readers of this Business Rescue Plan, the BRPs have compiled a summary (refer to Annexure L) of their views and understanding of the key challenges currently facing the sugar industry and reflect on the challenges faced by THL before and during the Business Rescue process in this regard.



3. Interpretation

3.1. In this Business Rescue Plan the following terms and/or expressions shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings;

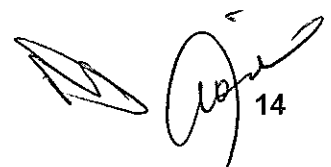
3.1.1. **"Absa Corporate Finance (M&A Advisory)"** means the corporate finance business unit within the Corporate and Investment Banking Division of Absa Bank Limited (registration number: 1986/004794/06), a company registered and incorporated in accordance with the company laws of South Africa;

3.1.2. **"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;

3.1.3. **"Advisors"** means the advisors to the BRPs and the Company, including but not limited to Metis, Matuson, Werksmans, BSM, Tenurey BSM, BDO and the advisors' respective officers, representatives, and employees;

3.1.4. **"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;

3.1.5. **"Agricultural Land"** means the c.11 300 hectares of agricultural land, owned by the Company, 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 (refer to Annexure E);



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- 3.1.6. **"AFSA"** means the Arbitration Foundation of Southern Africa;
- 3.1.7. **"Agency Agreements"** means various written 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;
- 3.1.8. **"Albertyn"** means Gerhard Conrad Albertyn a BRP as contemplated in section 128(1)(d) of the Companies Act;
- 3.1.9. **"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;
- 3.1.10. **"Board"** means the board of directors of the Company as at the Publication Date as set out in paragraph 5.2;
- 3.1.11. **"BRPs"** means the joint business rescue practitioners of the Company, being van den Steen, Murgatroyd and Albertyn;
- 3.1.12. **"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;
- 3.1.13. **"Business Day"** means any day other than a Saturday, Sunday, or official public holiday in South Africa;
- 3.1.14. **"Business Rescue"** means the business rescue proceedings of the Company conducted in terms of Chapter 6 of the Companies Act;



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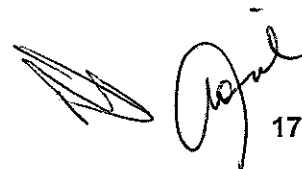
- 3.1.15. **"Business Rescue Costs"** means all relevant costs incurred in the execution of this Business Rescue, including the remuneration, expenses, disbursements and fees of the BRPs and of their Advisors;
- 3.1.16. **"Business Rescue Plan"** means this document together with all of its annexures, as amended from time to time in accordance with the Companies Act, and prepared in accordance with section 150 of the Companies Act;
- 3.1.17. **"CIPC"** means the Companies and Intellectual Property Commission, established in terms of section 185 of the Companies Act;
- 3.1.18. **"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 or after the Commencement Date and/or under section 136(3) of the Companies Act;
- 3.1.19. **"Closing Date"** means the date of fulfilment of the last of the conditions precedent needing to be fulfilled in relation to the definitive agreements to be concluded in relation to the Vision Transactions;
- 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, listed on the JSE, which



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shares are currently suspended from trading, at present under Business Rescue;

- 3.1.22. "**Companies Act**" means the Companies Act 71 of 2008, as amended, including the regulations promulgated thereunder;
- 3.1.23. "**Competition Act**" means the Competition Act 89 of 1998, as amended, including the regulations promulgated thereunder;
- 3.1.24. "**Competition Commission**" means the Competition Commission as constituted in the Competition Act;
- 3.1.25. "**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;
- 3.1.26. "**Creditor**" means any creditor, including without any limitation, PCF Lenders, Disputed Creditors and contingent Creditors, with a monetary Claim against the Company;
- 3.1.27. "**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;
- 3.1.28. "**Disputed Creditor**" means a Creditor with a Disputed Claim;
- 3.1.29. "**Dispute Mechanism**" means the dispute resolution mechanism set out in paragraph 16;
- 3.1.30. "**Distributions**" means a transfer of money or other property of the Company, including its own shares, made to Creditors in respect of their approved Claims as provided for in this Business Rescue Plan, including any deemed Distributions as contemplated in this Business Rescue Plan;



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- 3.1.31. **"Financially Distressed"** or **"Financial Distress"** shall bear the meaning ascribed thereto in section 128(1)(f) of the Companies Act;
- 3.1.32. **"Gledhow"** means Gledhow Sugar Company Proprietary Limited (in business rescue);
- 3.1.33. **"Gledhow s175 Claim"** means the claim of SASA against THL in respect of the special levy under clause 175 of the SI Agreement in respect of Gledhow in the amount of R97,015,921;
- 3.1.34. **"High Court"** means the High Court of South Africa;
- 3.1.35. **"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;
- 3.1.36. **"IDC PCF Facility"** means the PCF loan facility provided by the IDC to the Company in an initial principal amount of R1.2bn on or about 23 December 2022, the principal amount of which facility:
- 3.1.36.1. was increased to R1.725bn on or about 28 July 2023;
- 3.1.36.2. was increased to R2.3bn on or about 5 October 2023,
- and the principal amount of which facility may increase to approximately R2.6bn as contemplated by paragraph 5.3.5.7 below;
- 3.1.37. **"IDC Security"** means the first-ranking security cession of bank accounts and trade debtors and encumbrance over all inventories (and any related insurance claims) held by IDC to secure the IDC PCF Facility;

- 3.1.38. **"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;
- 3.1.39. **"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;
- 3.1.40. **"Kagera Sugar"** or **"Kagera"** means Kagera Sugar Limited (incorporation number 5036), a limited liability company registered and incorporated in accordance with the laws of Tanzania;
- 3.1.41. **"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);
- 3.1.42. **"LRA"** means the Labour Relations Act 66 of 1995, as amended;
- 3.1.43. **"Management"** means the management team of the Company who have been responsible for managing the day-to-day operations



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of the Company from the Commencement Date under the supervision and authority of the BRPs;

- 3.1.44. **"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;
- 3.1.45. **"Meeting"** means the virtual meeting to be held in terms of section 151 of the Companies Act on Wednesday 10 January 2024 at 08:00am for the purpose of considering and if deemed appropriate amending or voting on this Business Rescue Plan;
- 3.1.46. **"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;
- 3.1.47. **"Mills"** means the Company's three operational sugar mills in South Africa, being the mills located in Amatikulu, Felixton and Maidstone;
- 3.1.48. **"Murgatroyd"** means Trevor John Murgatroyd a BRP as contemplated in section 128(1)(d) of the Companies Act;
- 3.1.49. **"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;
- 3.1.50. **"PCF Creditor"** means a Creditor, authorised and accepted as such by the BRPs, from whom the Company has obtained PCF during the Business Rescue;
- 3.1.51. **"PCF Employee"** means any employee of the Company who rendered services to the Company and is owed any remuneration,



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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;

- 3.1.52. **"PCF Lenders"** means any/all financier(s) advancing PCF to the Company, it being recorded that as at the Publication Date, IDC and GuardRisk are the only PCF Lenders;
- 3.1.53. **"PIC"** means the Public Investment Corporation SOC Limited;
- 3.1.54. **"Proposals"** means the proposals set out in Chapter 2 of this Business Rescue Plan;
- 3.1.55. **"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 **29 November 2023**;
- 3.1.56. **"Rand"** or **"R"** or **"ZAR"** means the lawful currency of South Africa;
- 3.1.57. **"Refinery"** means the Company's central sugar refinery located in Durban, KwaZulu-Natal;
- 3.1.58. **"Rejection Date"** means the date on which a Claim is rejected by the BRPs in accordance with the provisions of this Business Rescue Plan;
- 3.1.59. **"RGS"** means RGS Group Holdings Limited (registration number C134230 – C2/GBL) a company registered and incorporated in accordance with the laws of Mauritius;
- 3.1.60. **"SARS"** means the South African Revenue Services;
- 3.1.61. **"SA Sugar"** means the Company's South African sugar operations comprising of the following divisions: Agricultural Land; the Mills;



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Darnall sugar mill; cane procurement and cane supply management; trademarks and other intellectual property, marketing, sales and distribution; the Refinery; and Voermol animal feeds division;

3.1.62. **"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;

3.1.63. **"SASEXCOR"** means the S.A. Sugar Export Corporation (Pty) Ltd;

~~3.1.64. **"SASEXCOR Export Proceeds Receivable"** means export proceeds payable by SASEXCOR to THL in an aggregate amount of ZAR828,365,605 the payment of which to THL has been withheld by SASEXCOR on the basis that SASA has alleged that THL has not made payment of its redistribution levies to SASA;~~

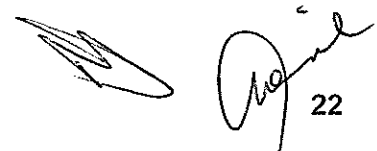
~~3.1.65.~~ **"Secured Creditor"** means a Creditor who holds security for a Claim against the Company in terms of Insolvency Law;

~~3.1.66.~~ **"Securities"** means any shares or other similar instruments, irrespective of their form or title, issued or authorised to be issued by a company, as defined in the Companies Act;

~~3.1.67.~~ **"Shareholder"** means a shareholder, as defined in section 1 of the Companies Act, of the Company;

~~3.1.68.~~ **"South Africa"** means the Republic of South Africa;

~~3.1.69.~~ **"Strategic Equity Partners" or "SEPs"** means potential strategic equity partners/investors in the Company and/or the THL Group and/or the potential acquirer of SA Sugar, THL Zimbabwe, THL Botswana and THL Mozambique and/or the potential acquirer of SA Sugar only;



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~~3.1.70.~~3.1.69. **"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 will be made in the BRPs' sole and absolute discretion, as envisaged in paragraph 13;

~~3.1.71.~~3.1.70. **"Sugar Act"** means the Sugar Act, 1978;

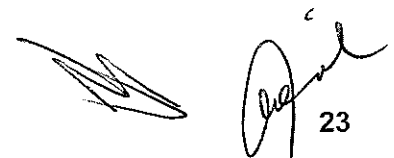
~~3.1.72.~~3.1.71. **"Tax"** includes any tax, imposition, levy, duty, charge, fee, deduction or withholding of any nature (including securities transfer tax and stamp, documentary, registration, or other like duty) and any interest, penalty or other amount payable in connection therewith, which is lawfully 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;

~~3.1.73.~~3.1.72. **"THA"** means Tongaat Hulett Acucareira de Mozambique, S.A. (registration number 100264501), a company duly incorporated in accordance with the laws of Mozambique;

~~3.1.74.~~3.1.73. **"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;

~~3.1.75.~~3.1.74. **"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;

~~3.1.76.~~3.1.75. **"THL Group"** means THL and each of its subsidiaries, joint ventures and associated companies;



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~~3.1.77.~~3.1.76. **"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 **C**;

~~3.1.78.~~3.1.77. **"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 **C**;

~~3.1.79.~~3.1.78. **"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;

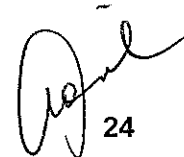
~~3.1.80.~~3.1.79. **"Trade Unions"** means UASA – The Union ("**UASA**"), The Association of Mineworkers and Construction Union ("**AMCU**") and the Food and Allied Workers Union ("**FAWU**");

~~3.1.81.~~3.1.80. **"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;

~~3.1.82.~~3.1.81. **"Unsecured Creditors"** means all Creditors with Concurrent Claims against the Company;

~~3.1.83.~~3.1.82. **"van den Steen"** means Petrus Francois van den Steen a BRP as contemplated in section 128(1)(d) of the Companies Act;

~~3.1.84.~~3.1.83. **"VAT"** means the value-added tax levied in terms of the Value-Added Tax Act 89 of 1991, as amended;

 
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~~3.1.85.~~3.1.84. **"Vision Parties"** means a grouping made up of the following participants: Terris AgriPro (Mauritius) (registration number: 171903 GBC), registered and incorporated in Mauritius; Remoggo (Mauritius) PCC (registration number 117836 C1/GBL), a fund registered and incorporated in accordance with the laws of Mauritius; Guma Agri and Food Security Ltd (Mauritius) (registration number: C192979), registered and incorporated in Mauritius; and Almoiz NA Holdings Ltd (registration number: 67410836) registered and incorporated in accordance with the laws of the United Arab Emirates;

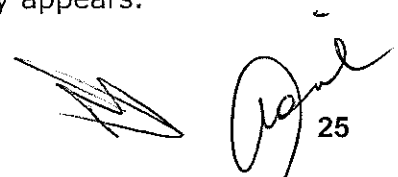
~~3.1.86.~~3.1.85. **"Vision Transactions"** means the acquisition by the Vision Parties of the substantial Claims and security previously held by the Lender Group and the subsequent conversion by the Vision Parties of a portion of such Claims into new equity in THL;

~~3.1.87.~~3.1.86. **"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;

~~3.1.88.~~3.1.87. **"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;

~~3.1.89.~~3.1.88. **"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.



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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**").

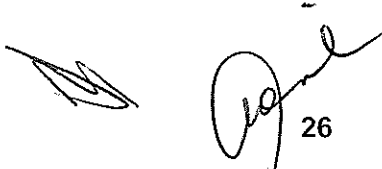
3.4. Any reference to any statute, regulation or other legislation in this Business Rescue Plan shall be a reference to that statute, regulation, or other legislation as at the Publication Date, and as amended or substituted from time to time.

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



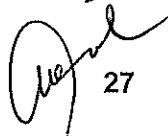
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which is not a Business Day, the last day shall be deemed to be the next succeeding day which is a Business Day.

- 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,

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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

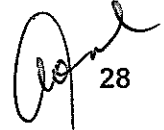
4.2.4. the state of affairs of the Company; and

4.2.5. the non-completion of annual financial statement audits as at the date of Publication.

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.

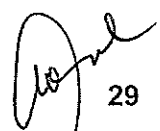
4.4. This Business Rescue Plan contains forecast financial information that is not drafted in terms of the JSE Listings Requirements. This disclaimer is provided to clarify the nature and limitations of the information contained in this Business Rescue Plan.

4.5. By accessing and reviewing this Business Rescue Plan, you acknowledge and accept the above disclaimer. It is important to exercise caution and diligence when considering the contents of this Business Rescue Plan and to consult with relevant experts and advisors as necessary. The Company disclaims any liability for any loss or damage resulting from the use or reliance on the


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information contained herein. It is important to note the information and forecasted data of this Business Rescue Plan have not been reviewed or audited by the Company's external auditor.

- 4.6. JSE Listings Requirement: The forecast financial information presented in this Business Rescue Plan has been prepared in accordance with section 150 of the Companies Act, but has not been prepared in accordance with the JSE's Listings Requirements. Therefore, it does not meet the specific reporting and disclosure standards set forth by the JSE.
- 4.7. 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.
- 4.8. The BRPs have not independently assessed the forecast value of THL post the implementation of this Business Rescue Plan beyond satisfying themselves that the Proposals will result in a reasonable prospect of THL being rescued and trading successfully after implementation of the Plan and the Proposals.
- 4.9. 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.
- 4.10. 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.



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CHAPTER 2 – BACKGROUND AND PROPOSALS

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 (directly or indirectly) of numerous entities. An organogram of the group of entities is contained in Annexure C.

5.2. Directors of the Company:

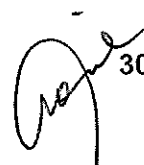
5.2.1. As at the Publication Date, the executive directors of the Company, according to the CIPC, were Dan Marokane (acting Chief Executive Officer) and Robert Aitken (Chief Financial Officer).

5.3. Company Information:

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

5.3.1. Company Background:

5.3.1.1. The Company is part of the THL Group which is an agri-processing business with a c.130-year history and a


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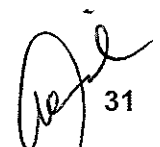
strong socio-economic legacy in Southern Africa. The THL Group has operations in South Africa, Zimbabwe, Mozambique and Botswana which collectively make up the THL Group.

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).

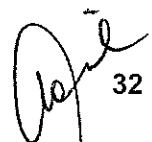
5.3.1.3. In South Africa, the profile of the Company's sugar operation, property business and head office is set out below:

- 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.R7.8bn;



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- 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 11 300 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

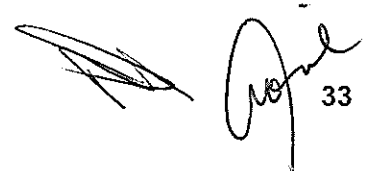



activities during the 2021 financial year, an additional c.R28.8bn of output was produced within the South African economy, contributing c.R11bn to the GDP of South Africa (based on direct, indirect and induced impacts).

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 **C**. 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.

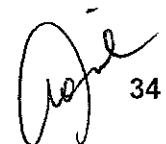
5.3.1.5. The most relevant of the Agency Agreements are those in relation to THSSA and Voermol. THSSA and Voermol do not carry on any activities for their own benefit that would generate revenue for themselves, and they are wholly financially dependent on the Company. The Company's SA Sugar division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

- **Assets:** Assets of the agents are held nominally as they are those of the principal, being beneficially owned by 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, as a division, 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



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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 Annexure **B**.

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;



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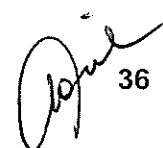
- a temporary moratorium on the rights of claimants against the company or in respect of property in its possession; and
- the development and implementation of a Business Rescue Plan which has as its aim either or both of:
 - the rescue of the Company by restructuring its affairs, business, property, 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 both of the objectives 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 29 March 2023, 31 August 2023, 26 October 2023 and 21 November 2023
Confirmation of the extension of the date to publish the Business Rescue Plan	15 November 2022, 27 January 2023, 27 February 2023 31 March 2023, 8 September 2023, 30 October 2023, and 23 November 2023
Meetings in terms of section 143 of the Companies Act to vote on the BRPs' remuneration agreement: Shareholders meeting Creditors meeting	9 December 2022 9 December 2022
Publication of the initial business rescue plan	31 May 2023
Meeting to consider the initial business rescue plan: Outcome – Meeting adjourned and Business Rescue Plan to be amended and meeting to be reconvened at a date no later than 30 September 2023	14 June 2023
Notice to Affected Persons regarding application to the High Court of South Africa, KwaZulu-Natal Local Division, Durban under case number D4472/2023 ("SASA Declarator Application")	15 June 2023
Court hearing dates in relation to the SASA Declarator Application	13 and 14 September 2023
Meeting with Shareholders	26 September 2023
Publication of the amended Business Rescue Plans	29 November 2023
Expiry and repayment of current IDC PCF Facility	30 November 2023
IDC PCF Facility extended to 28 February 2024	13 December 2023
Court hearing relating to various matters concluding with an order adjourning the S151 Meeting <i>sine die</i>	13 December 2023
Distribution of the proposed amendments to the Business	2 January 2024



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Rescue Plans previously published on 29 November 2023	
Meeting to consider the amended Business Rescue Plans	10 January 2024

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 as there was no free



cash available to fund operations or to settle Creditors or Employees.

- 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. The existing, and only PCF facility secured by the Company, expires and is repayable on or before 30 November 2023.
- 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.
 - See Annexure **D** for a detailed summary of all initiatives implemented and the associated outcomes.

5.3.5.5. Other business rescue proceedings - Included in the operations of the THL Group 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



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of these subsidiaries having its own business rescue plan.

5.3.5.6. International operations - THL Zimbabwe, THL Botswana and THL Mozambique are not in business rescue, continue to operate as independent legal entities and are self-funding.

5.3.5.7. PCF Funding – Since their appointment, the BRPs have devoted significant time and resources towards engaging with the Lender Group and thereafter IDC, in order to secure and structure the requisite PCF to support the SA Sugar operations and avoid its collapse into liquidation – 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 – which PCF was repaid from the proceeds of the IDC PCF Facility raised from IDC as outlined below;
- the subsequent increase in facilities to R1.2bn in PCF raised from IDC, on a secured basis, which enabled the Company to fund its working capital requirements to the end of June 2023, including its annual off-crop maintenance programme;
- the initial facility raised from the IDC PCF Facility was applied to repay the Lender Group PCF in order


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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 first-ranking security of the IDC for its PCF Claim;

- the subsequent increasing of facilities to R1.725bn PCF from IDC, on a secured basis, which enabled the Company to fund its working capital requirements to 6 October 2023;
- the subsequent increasing of facilities to R2.3bn PCF from IDC, on a secured basis, which enabled the Company to fund its working capital requirements to 30 November 2023; and
- the facility has been extended to 28 February 2024 subject to, *inter alia*, Adoption of this Business Rescue Plan by 15 January 2024 and the provision of security to cover the security shortfall projected by IDC on its PCF Claim in a form and manner acceptable to IDC.

5.3.5.8. Strategic Equity Partner –

- In February 2023, the BRPs embarked on an accelerated sales process aimed at engaging with potential SEPs interested in the acquisition of or investment in either:
 - 1) THL itself or the whole of the THL Group;
 - 2) all of SA Sugar, THL Zimbabwe, THL Botswana and THL Mozambique; or
 - 3) the SA Sugar operations.



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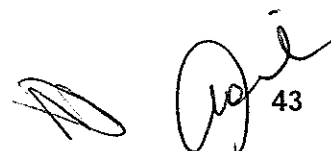
- The logic for the abovementioned three acquisition options was premised on alignment with the basis on which the critical PCF funding had been secured. This PCF funding conditionality required that the sugar enterprise of THL in all jurisdictions was maintained as a whole and not disposed of in part, or on a piecemeal basis. SA Sugar was however separately included by the BRPs as an option to enable any such offers to be considered as an alternative to the disposal of the whole – and which would necessarily need to replace the PCF facility as part of such a transaction.

- SEPs were identified through a process referencing previous interested parties and key market participants who demonstrated the following criteria:
 - interest in investing in or acquiring the THL Group as a whole, or the SA Sugar businesses of THL;
 - relevant industry and regional technical expertise and operational ability;
 - balance sheet strength and funding capacity;
 - a plausible business case being presented for the future of the acquired businesses; and
 - valuation of the relevant assets and/or offer price that demonstrated a likely ability to conclude a transaction.

- Whilst a substantial number of potential SEPs were initially considered, a final list of eight potential SEPs that met the criteria (highlighted above) were provided access to conduct a comprehensive due

diligence. Final offers were received on 15 June 2023.

- After discussions with the Lender Group the preferred SEPs were approached again and provided with an opportunity to improve their offers (both in terms of certainty of price and overall certainty of closing), which culminated in a short listing of two final bidders.
- The BRPs and their advisors, carefully considered the respective SEP bids and analysed a number of qualitative and quantitative factors relating to each SEP's offer. Such considerations included (inter alia) financial, operational, strategic fit, cultural considerations and execution ability.
- After a rigorous process, and after consultation with numerous parties including the Lender Group, on 17 July 2023, Kagera Sugar was identified and confirmed as the preferred bidder by the BRPs and confirmed as the Strategic Equity Partner to be included in the business rescue plan for consideration by Creditors.
- Subsequent to the conclusion of the SEP process, the BRPs were advised by the Vision Parties and the Lender Group that the Vision Parties were to acquire the significant (from a Voting Interest perspective) secured Claims of the Lender Group. The Vision Parties had made it clear to the BRPs that subsequent to completion of the acquisition of the Claims of the Lender Group they would not vote such Claims in favour of a business rescue plan



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predicated on any alternative proposal received by the BRPs, but would only support the Proposals agreed with the BRPs and put forward in this Business Rescue Plan.

- The BRPs have been advised that the Vision Parties will upon, and after, the Adoption of this Business Rescue Plan acquire the Claims and security held by the Lender Group. In this regard, the Vision Parties have a substantial cash deposit available for payment to the Lender Group and, if the Business Rescue Plan is approved, the Vision Parties will finalise the acquisition of the Lender Group's Claims.

5.3.5.9. Business Rescue Plan Publication

- In terms of section 150(5) of the Companies Act, a business rescue plan was required to be published on or before 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 up to 31 May 2023.
- The BRPs in May 2023 were still reluctant to publish a business rescue plan until such time as they were able to put forward sufficiently detailed Proposals to Affected Persons. However, at that time, the Lender Group declined to agree to any further extensions and insisted that the BRPs put forward the initial business rescue plan. The BRPs therefore published the initial business rescue plan on 31 May 2023, a document which was, due to



the lack of clarity at the time, somewhat conditional.

- The meeting to vote on the published business rescue plan was convened and scheduled to take place on 14 June 2023.
- On or about 8 June 2023, an urgent application was brought by RCL Foods & Sugar Milling (Pty) Ltd ("**RCL**") to interdict the meeting to be held on 14 June 2023 to consider and vote on the published business rescue plan.
- At the meeting held on 14 June 2023 motions were proposed, seconded and carried to adjourn the meeting to vote on the business rescue plan to no later than 30 September 2023 and agreed that no less than 30 days' prior written notice of the intended date of the reconvening of the adjourned meeting must be provided to Creditors, as was deemed to be necessary and expedient.
- In addition to the adjournment of the meeting, the BRPs were requested to amend the business rescue plan to incorporate the details of the final transaction accepted and agreed with the selected SEP.
- At a meeting held on 8 September 2023 creditors approved a further adjournment of the meeting to vote on the business rescue plan to no later than 30 November 2023 and that no less than 30 days' prior written notice of the intended date of the adjourned meeting must be provided to Creditors.

A handwritten signature in black ink, followed by the number 45.

- Creditors have also approved the consequently required extension of the publication date of the Company's amended business rescue plan to no later than 24 November 2023.
- A notice was issued on 6 October 2023 convening the meeting to vote on the business rescue plan to be held on 7 November 2023. In light of the request to extend the publication date of the Company's amended business rescue plan to no later than 24 November 2023 the notice convening the meeting on 7 November 2023 was withdrawn. The meeting will be held no later than 30 November 2023, in accordance with the agreement of Creditors at the meeting held on 8 September 2023.
- Subsequent to the above, the requisite majority of creditors agreed to an extension of the date for publication of the amended business rescue plan to no later than 24 November 2023 and to the application of the notice periods as detailed in Section 151(1) and (2) of the Companies Act.
- Additional information came to the attention of the BRPs that required further updating of the drafted amended Business Rescue Plan. It was therefore necessary and expedient to extend the publication date for a very short period and therefore also to adjourn the Meeting to a slightly later date, in order to allow creditors sufficient time to consider the contents of the amended Plan. The requisite majority of creditors agreed to an extension of the



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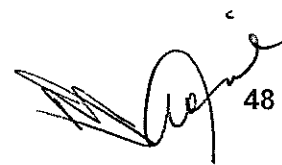
date for publication of the business rescue plan to no later than 29 November 2023 and to the adjournment of the meeting to vote on the business rescue plan to no later than 8 December 2023.

- On 29 November 2023 the BRPs published the business rescue plan.
- On 5 December 2023 urgent applications were brought by RCL and SASA ("**the RCL and SASA Applications**") to interdict the meeting to be held on 8 December 2023 to consider and vote on the published business rescue plans and to set aside the business rescue plans published on 29 November 2023. These applications were opposed by THL, the BRPs, IDC and RGS.
- In terms of an order handed down by Vahed J on 7 December 2023 the RCL and SASA Applications were adjourned to 13 December 2023 and the meeting to vote on the business rescue plans was adjourned from 8 December 2023 to 14 December 2023.
- On 10 December 2023 the BRPs filed a further answering affidavit in respect of the RCL and SASA Applications in terms of which the BRPs confirmed their support for the adjournment of the meeting to vote on the business rescue plans to a date not earlier than 8 January 2024 but not later than 11 January 2024.



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- On 11 December 2023 an urgent application was brought by RGS to direct the BRPS to convene the meeting to vote on the published business rescue plans on 14 December 2023. This application was opposed by THL.
- On 13 December 2023 Vahed J ordered *inter alia* that:
 - the meeting to vote on the business rescue plans convened for 14 December 2023 be adjourned *sine die* and be reconvened on a date not later than 11 January 2023; and
 - the business rescue plans published on 29 November 2023 in their unamended form shall not be voted on.
- The business rescue of THL has been bedevilled by numerous challenges, not least of which has been the ongoing threat and/or institution of legal proceedings aimed at *inter alia* interdicting the business rescue process, made and/or brought at the instance of various groups and/or entities with frequently divergent interests, which if not adequately anticipated and/or fully dealt with will frustrate and possibly altogether halt the business rescue process, with the almost inevitable consequence of liquidation.
- In order to militate against further challenges to the business rescue process, and given the credibility of the two proposals to be presented to Affected persons, the BRPs have therefore elected



to implement the following methodology to ensure that Creditors have both the opportunity to review the alternative business rescue proposals currently available, and the right to vote on the proposal of their choosing:

- two alternative business rescue plans (this being one of them) were published on the Publication Date;
- amendments will be proposed to both such business rescue plans at the Meeting;
- following adoption of the amendments to each such business rescue plan (and only if such amendments are adopted) it will be presented to and voted on by Creditors with the expectation that one such business rescue plan will be approved and the other will be rejected; and
- should neither of the two amended business rescue plans be approved, then the provisions of section 153 of the Companies Act will apply, with the variable outcomes contemplated in section 153(1) of the Companies Act.

5.3.5.10. SASA

- As at the Commencement Date, THL owed SASA an amount of c.R479m. However, it is noted that SASA has taken the liberty of withholding export proceeds that THL would otherwise be entitled to and unilaterally reduced the amount that SASA



allegeds is-was owed by THL to SASA to c.R59m. This treatment is-was not accepted by the BRPs and the BRPs and THL reservesd the right to take the necessary steps to recover the unpaid amounts, **unless there is a settlement concluded with SASA.**

- The BRPs suspended THL's obligations to SASA for the duration of Business Rescue. The unpaid amount that has accrued since the Commencement Date amounts to c.R1.1bn. With effect from 1 April 2023, subject to availability of funding, THL recommenced its payment obligations to SASA.
- Various industry participants were of the view that the BRPs did not have the right to suspend the THL obligations to SASA and the matter was referred to the Sugar Industry Appeals Tribunal ("**SI Tribunal**"). The BRPs were of the view that the SI Tribunal does not have jurisdiction to make a ruling on matters related to the Companies Act (i.e. section 136 thereof). As a result, THL and its BRPs brought an application ("**the Declarator Application**") in the High Court of South Africa, KwaZulu-Natal Local Division, Durban ("**the High Court**") under case number D4472/2023, seeking the following orders:
 - declaring that the BRPs are empowered to suspend, for the duration of the business rescue proceedings, any obligation of THL which arises under the Sugar Industry Agreement, 2000 ("**the SI Agreement**");



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alternatively, declaring that the BRPs are empowered to suspend, for the duration of the business rescue proceedings any redistribution payment, and related levies and interest that become due by THL, and which would otherwise become due during the business rescue proceedings. The BRPs seek this declaration in respect of their powers of suspension of a company's obligations under section 136(2)(a)(i) of the Companies Act; or

- alternatively to the preceding paragraphs, and in the event that the Court finds that the obligations under the SI Agreement are not amenable to suspension:
 - o declaring section 136(2)(a)(i) of the Companies Act unconstitutional and invalid insofar as its fails to provide for the suspension of regulatory charges that become due during business rescue proceedings; and
 - o reading in the words "or regulatory regime" after the word "agreement" in section 136(2)(a)(i) of the Companies Act.
- THL's payment obligations in terms of the SI Agreement referred to above include substantial and onerous levy and redistribution payments to SASA charged since the Commencement Date in excess of R1.1bn ("**the SASA Amounts**"). The provisions of the SI Agreement entail, inter alia, that THL as an over-performing miller is obliged to pay a substantial proportion of its refined white sugar proceeds over to SASA for redistribution to



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other competitor millers who have sold less than their production share (i.e. under-performing sugar millers), despite such payments not being related to the commercial realities of the cost of such production.

- In order to temporarily insulate THL from these onerous obligations that would prevent it from being rescued, during February 2023 the BRPs suspended all of THL's payments obligations to SASA arising under the SI Agreement for the duration of the business rescue proceedings in terms of section 136(2) of the Companies Act. The BRPs did so having taken legal advice, including the advice of senior counsel.
- With the assistance of the post-commencement financiers, mainly the IDC (with the BRPs gratitude), THL has, since April 2023 recommenced payment of SASA obligations and an amount of c.R771m (as at 31 October) has been paid in settlement of amounts owing to SASA in respect of local market redistribution charges and levies that have arisen since 1 April 2023. The SASA Amounts charged between 28 October 2022 and 31 March 2023 have not been discharged and will be treated as set out in clause 6.1.6.1 below. The amounts owed to SASA as at the commencement of business rescue on 27 October 2022 amounting to approximately c.R420m, increased by levies in an amount of c.R59m, leaving a total amount of c.R479m, which has similarly not been discharged.



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- In a letter dated June 2023, tThe BRPs have agreed with SASA that, without detracting from THL's and/or the BRPs' assertions in the SASA Declarator Application and subject to the continued availability of funding acceptable to THL, THL has and will make payment of all redistribution ("**LMR**") levies due to SASA with effect from 1 April 2023.
- In the letter dated June 2023, SASA and THL have agreed that the payments will be made on condition that:
 - the payments made by THL will only be applied towards the LMR and Levies obligations that have arisen or will arise after 1 April 2023 and will not be applied to any of the amounts which SASA asserts are due, owing and payable in respect of the period prior to 1 April 2023; and
 - SASA will comply with its obligations with effect from 1 April 2023 and will not withhold any proceeds including future export and export carry-over payments (2023/2024 season and onwards) that THL may become entitled to from 1 April 2023. Those proceeds will be paid to THL by SASA as and when they fall due for payment.
- The above agreement is without prejudice to and in no way detracts from the rights of either SASA or THL relating to the SASA Declarator Application.



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- On 29 November 2023, the Declaratory Application was dismissed with costs. The Declaratory Proceedings Judgement in respect of such order was handed down on 4 December 2023. THL and the BRPs have filed their leave to appeal the Declaratory Proceedings Judgement.

5.3.5.11. Settlement of Litigation Matters:

- In anticipation of the commencement of a mediation process, the Company and Deloitte & Touche South Africa ("**Deloitte**") concluded a settlement agreement in February 2023. The settlement related to claims which the Company had asserted against Deloitte which arose from and relate to the appointment of Deloitte as auditor of the Company for the financial years ended 31 March 2012 to 31 March 2018 (both inclusive). Deloitte paid an amount of R260m to the Company without admission of liability. The BRPs, having taken legal advice in this regard, were of the considered opinion that an expeditious settlement on these terms was in the best interests of the Company.

5.3.5.12. Growers

- Growers and grower representative boards have been engaged on a regular basis at the various sugar mills with the aim of fielding questions, dealing with uncertainties and to keep them updated. All cane payments pre- and post-commencement of business rescue proceedings have been honoured to date in an effort to shield

the growers from economic hardship. Payments made to the growers since the commencement of business rescue proceedings total R4.7bn (at 31 October 2023). Grower support and engagements have been robust and productive from both the view of the BRPs and that of the growers. Both the SACGA and SAFDA have also been engaged formally and informally in an effort to keep lines of communication open.

5.3.5.13. 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 of which was held on 12 October 2023.
- 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



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Simon Harvey resigned with effect 28 February 2023.

5.3.5.14. Creditors

- The first meeting of Creditors, as contemplated in section 147 of the Companies 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 also 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 numerous subsequent Creditors' committee meetings have been held, the most recent of which was held on 12 October 2023.

5.3.5.15. 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. The BRPs have consulted and engaged with a



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number of key Shareholders (representing in excess of 30% of the shareholding in THL) during the Company's Business Rescue. In addition to this, after an appropriate SENS announcement a general update shareholders meeting was held virtually on 26th September 2023.

- 5.3.5.16. 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**.
- 5.3.5.17. Contracts – None of the Company's obligations have so far been cancelled during Business Rescue, however the BRPs reserve the right 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.
- 5.3.5.18. 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.
- 5.3.5.19. In-country engagements – Focussed stakeholder engagements were held in both Zimbabwe and Mozambique to ensure a common understanding of the reasons why the business in South Africa was placed



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under business rescue, the implications of business rescue and the envisaged path to be travelled towards finding a rescue solution. The engagements were targeted at senior managers in the business, in-country independent board members, industry regulators, industry association bodies, minority shareholders in Mozambique and relevant government ministries in both countries. In Zimbabwe, the head of state has been kept updated through in-person briefings on the progress of the business rescue by the local Chairman and interim THL CEO. Further engagements by the BRPs will be arranged when required. The engagements are continuous where key milestones in the business rescue process trigger a focussed stakeholder management follow up with either written or in person communication as may be deemed appropriate.

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 (not Group consolidated) 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
LAND AND BUILDINGS		331
PLANT AND MACHINERY		552
VEHICLES		23
FURNITURE AND OFFICE EQUIPMENT		9
COMPUTERS		2
OTHER		164
RIGHT-OF-USE ASSETS		7
BIOLOGICAL ASSETS		145
INTANGIBLE ASSETS		82
INVESTMENTS IN SUBSIDIARIES AND JOINT OPERATIONS		1 164
AMOUNTS OWING FROM GROUP COMPANIES		44
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

NOTES

1) INTANGIBLE ASSETS:

- (i) Software = R50,9m
- (ii) Cane Supply Agreements = R63,3m
- (iii) Capital WIP (Software) = R8,5m

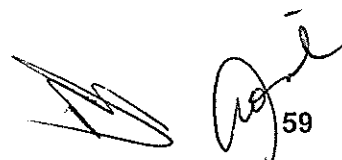
2) OTHER NON-CURRENT ASSETS:

- (i) Pension Fund ESA asset = R50,4m
- (ii) NCR Lease Incentive = R26,6m
- (iii) Unzinzo Lease Incentive = R38,1m

5.3.6.2. The gross (i.e. before costs) realisable value of the assets as determined by BDO in the Liquidation Estimated Outcome Statement amount to c.R5.1bn.

5.3.6.3. Movable assets, bank account monies, insurances, intellectual property rights, shares in subsidiaries, investments, claims, trade receivables, group claims, property disposal proceeds, debt reduction proceeds and properties were all encumbered and secured in favour of the Lender Group, save for IDC Security.

5.3.6.4. The Lender Group have a reversionary cession in favour of the Lender Group of all IDC Security.



5.3.6.5. By way of summary, the Lender Group hold the following security:

- Cession in security of:
 - all shares in and claims against THL Zimbabwe, THL Botswana, THL Mozambique and/or all other investments (including, without limitation, all shares and claims against all subsidiaries of the Company);
 - all claims of whatsoever nature (excluding trade receivables and any related insurance claims, which are the subject of IDC Security, but subject to the Lender Group's reversionary security cession) and/or recoveries related thereto and/or proceeds from sale transactions;
 - all bank accounts and all monies standing to the credit thereof from time to time (excluding those bank accounts which are subject to IDC Security, but subject to the Lender Group's reversionary security cession);
 - all intellectual property rights;
 - all insurances and claims payable in connection therewith (excluding those insurances which are subject to IDC Security, but subject to the Lender Group's reversionary security cession);
 - rights under all property disposal and other debt reduction transactions;



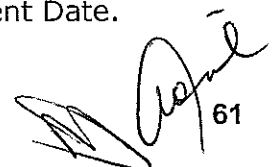
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- general notarial bonds over all movable assets (which was perfected during November 2022 via an application to Court and with the BRPs consent, which was subsequently made an order of Court on or about 17 May 2023);
- mortgage bonds over immovable properties (including the Agricultural Land) registered in the relevant Deeds Office/s set out in Annexure E for ease of reference; and
- cross guarantees and indemnities provided to THL are summarised below:

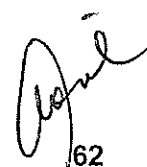
No.	Name of Original Guarantor	Jurisdiction of Incorporation	Registration Number
1	Tongaat Hulett Developments (Pty) Ltd	South Africa	1981/012378/07
2	Voermol Feeds (Pty) Ltd	South Africa	1936/007892/07
3	Tongaat Hulett Sugar South Africa Ltd	South Africa	1965/000565/06
4	Tongaat Hulett Estates (Pty) Ltd	South Africa	1967/006009/07
5	The Natal Estates Limited	South Africa	1902/000899/06
6	Ohlanga Development Company (Pty) Ltd	South Africa	1968/009161/07

5.3.6.6. Cash balances, inventories and trade and other receivables are/were encumbered, with the consent of the Lender Group, in favour of the IDC, as security for the PCF provided by the IDC to the Company.

5.3.6.7. 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		1 227
RIGHT-OF-USE ASSETS		7
INTANGIBLE ASSETS		82
INVESTMENTS IN SUBSIDIARIES AND JOINT OPERATIONS		1 164
AMOUNTS OWING FROM GROUP COMPANIES		44
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 Annexure **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 Annexure **A**. 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:

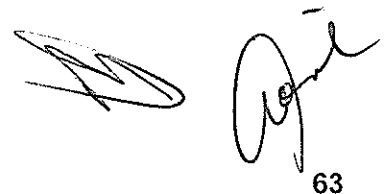
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**Table 2: Summary of the Various Classes of Creditors of the Company
(updated as at 31 October 2023)**

CREDITOR TYPE / DESCRIPTION	ACCEPTED/PROVEN CLAIM AMOUNT
SECURED CREDITORS	8 045 562 161
Lender Group Facilities	7 708 147 777
Lender Group Bilateral Arrangements	284 946 678
Other	52 467 707
PCF CREDITORS	2 152 647 811
IDC Facilities - Secured PCF facility	2 118 858 799
Guardrisk Insurance PCF facility	33 789 012
PREFERENT CREDITORS	22 470 000
Preferent creditors (<i>N/A in business rescue</i>)	-
Preferent employees: Post-retirement medical aid liability for current employees	12 596 000
Preferent employees: Post-retirement gratuity for current employees	9 874 000
SASA CLAIMS	1 601 365 245
SASA pre-BR	479 936 395
SASA post-BR	1 121 428 850
UNSECURED CREDITORS	989 268 897
Trade Creditors *	520 385 641
Post-retirement medical aid liability for past/retired employees	326 449 000
Employee ex-gratia payments (past employees)	1 706 587
Other Provisions	8 073 891
Accrual for Leave pay	56 057 051
Accrual for Trade Payables	12 258 528
Other Accruals	14 122 387
SARS (potential VAT pre-BR clawback in terms of s22(3) of the VAT Act)	50 215 813
NON-INDEPENDENT UNSECURED CREDITORS	248 077 086
Inter-Company Loans	247 329 051
Intercompany BR claims (Agency Agreement)	
Voermol:	748 036
THSSA:	-
TOTAL	13 059 391 201

5.3.7.4. All Creditors who believe that they have a Claim against the Company are referred to Annexure **A** and should treat Annexure **A** 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 Annexure **A** (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.
- Creditors are advised that a recent judgement handed down by Wilson J in the High Court, Johannesburg in the matter of Wescoal Mining stated that PCF creditors did not have a vote in business rescue proceedings. Subsequent to the judgment in the Wescoal Mining case, a judgment, contradicting that judgment, was handed down by



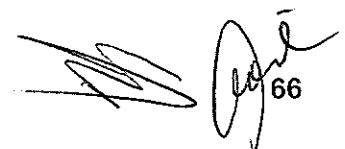
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Norman J, sitting in the Eastern Cape High Court, in the case of Pruta Securities (Jersey) Limited v Roper N.O and Others, in which that court held that a PCF lender is a creditor for purposes of chapter 6 of the Companies Act. The BRPs are advised that the judgement in the Wescoal Mining case is in the process of being appealed and, as such the effect of the judgement has been suspended pending the outcome of the appeal. For the time being, the BRPs will afford IDC the right to vote its PCF claim at the proposed Section 151 Meeting until such time as there is a binding judgement to the contrary.

- It is recorded that there are subordinated non-independent Creditors in the total amount of R89m 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 Annexure **A** 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

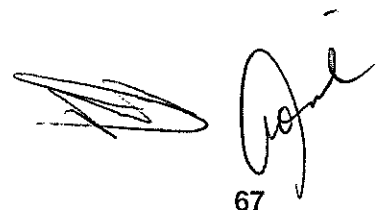
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Company's rights to continue to dispute the Disputed Claim.

- Disputed Creditors are invited to seek an amendment to their Voting Interest (relative to Annexure **A**) 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.

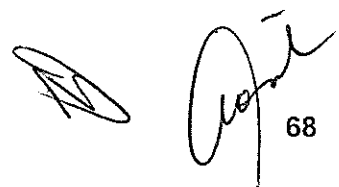
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5.3.8.4. Shareholders

- 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 contemplates (inter alia) the issue of new shares to the Vision Parties. Such issue will not, however, alter the rights associated with the class of Securities held by Shareholders. Accordingly, Shareholders are not required nor entitled to vote on the Business Rescue Plan in terms of section 152(3)(c) of the Companies Act.
 - To the extent required, Shareholders will, during the implementation of this Business Rescue Plan, be invited to vote (*inter alia*) on the issue of shares in relation to the debt to equity conversion in terms of section 41(3) of the Companies Act.

5.3.8.5. Vote by Proxy

- Voting by proxy for the Meeting is permitted. A proxy form for Creditors voting on this Business Rescue Plan at the Meeting is enclosed as Annexure F.
- Creditors should carefully note the different proxies to be used for:



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- (i) voting on this Business Rescue Plan at the Meeting (which proxy is enclosed as Annexure **F** to this Business Rescue Plan); and
 - (ii) voting for the alternative business rescue plan at the Meeting (which proxy will be enclosed as an annexure in that business rescue plan).
- 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 for the vote on the business rescue plan at the Section 151 Meeting, by no later than **17h00 on Monday 8 January 2024** if delivered by hand or if by email, by no later than **17h00 on Tuesday, 9 January 2024**.

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.

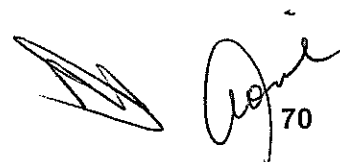
5.3.9.2. From the **Table 3** below the following is noted:

- The cash, inventories and debtors, previously security assets held in favour of the Lender Group, are instead now security held by IDC as the PCF Lender. The Lender Group has security over other movable assets, immovable assets and investments which in aggregate (based on the BDO estimates below) equate to a gross amount of c.R3.095bn.

5.3.9.3. A summary of the BDO estimated liquidation realisations, costs and probable Distribution 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)

	c/R	R'm
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 would be insufficient to enable a full recovery for Creditors, **Shareholders would not be entitled to a surplus distribution on liquidation.**

5.3.9.4. 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.

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

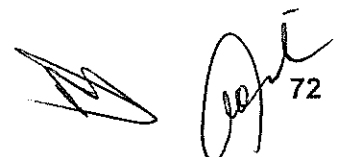
5.3.9.6. The following disclaimers are attached to the BDO Probable Liquidation Dividend Estimate:

- *"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.*



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- *"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."*



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

5.3.10.1. Please refer to Annexure **H** for the full securities listing as at 3 November 2023.

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.

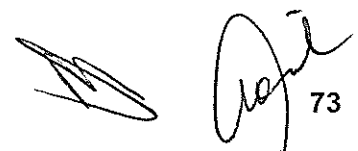
5.3.11.2. The Company is classified, in terms of regulation 26(2) read with regulation 127(2)(b)(i) of the Companies Act, as a large company in that it has a public interest score greater than 500 points.

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



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- 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 I.

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 has an agreed success fee arrangement with the Lender Group linked to the repayment of PCF. These latter fees were recovered from proceeds received and attributable to the Lender Group from the realisation of their security (thus did not impact on 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 was a non-executive director of the Company and previously held the position of chief restructuring officer. P Marsden resigned as director on 8 September 2023.

5.3.12.3. Absa Corporate Finance (M&A Advisory) has an advisory mandate with the Company relating to the sale of THL Zimbabwe, THL Mozambique and THL Botswana. Should Absa Corporate Finance (M&A



Advisory) not be required to run a sale process, they are entitled to a break fee, which has been approved by the Lender Group and which will be paid from the proceeds of the realisation of the Lender Group 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. In addition BSM has an agreed success fee arrangement linked to the outcome of Project BSM. Such costs are treated as Business Rescue Costs and will be deducted from the proceeds of relevant sales received by THL and/or from other facilities.

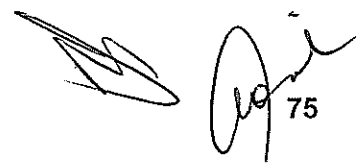
5.3.12.5. All other Advisors have advisory mandates with the Company paid on hourly rates for services rendered. Such costs are treated as Business Rescue Costs.

5.3.13. Proposals made informally by Creditors (Section 150(2)(a)(vi)) and other parties:

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. Vision Parties' Proposals:

- This Business Rescue Plan is constructed around the Vision Parties' Proposals. Please refer to paragraph 6.1.5 for details of the Vision Transactions.



5.3.13.3. RGS Proposals:

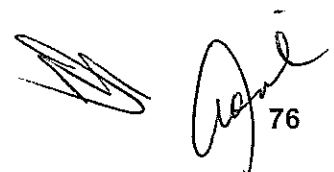
- Subsequent to acquiring a claim in order to be a Creditor, RGS provided the “**RGS Proposals**” to the BRPs.
- The key elements of the RGS Proposal are provided for the benefit of readers in a separate business rescue plan to be published simultaneously with this Business Rescue Plan.

5.3.13.4. Kagera Proposal:

- Subsequent to being selected in the SEP process, Kagera provided the “**Kagera Proposals**” to the BRPs.
- The Proposals put forward by Kagera have (*inter alia*) conditionality attached (relating to required exclusivity as a bidder) which cannot be accommodated by the BRPs at this time and, consequently, the Kagera Proposals will not be under consideration at the Meeting.
- The Vision Parties have furthermore advised that they would vote down any plan not contemplating the Vision Transactions.

5.3.13.5. SARS Proposal:

- SARS has proposed certain wording for insertion into business rescue plans. The effect of the proposed clauses would be that SARS is granted a



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preference above all other Unsecured Creditors in respect of certain pre-business rescue Claims.

- In business rescue, however, SARS is treated as an Unsecured Creditor, in line with relevant previous judgements. The BRPs have frequently engaged with SARS to understand their views on these additional clauses which they have submitted to THL in this Business Rescue. The liability that may arise from a potential SARS "VAT clawback" claim would result in a lower distribution to Unsecured Creditors.
- The BRPs have sought legal advice on this matter which confirmed that any VAT clawback claim which arises in Business Rescue, in respect of a vatable transaction which was concluded before the Commencement Date, should be treated as a pre-Business Rescue Concurrent claim because the provisions of the VAT Act/Tax Administration Act relating to the VAT clawback are inconsistent with and cannot be applied concurrently with Chapter 6 of the Companies Act without infringing upon provisions of Chapter 6 of the Companies Act. That is, the VAT clawback provisions would grant SARS a benefit over other Affected Persons that is not contemplated in Chapter 6 of the Companies Act. Accordingly, and upon a proper construction of the Companies Act, the advice concludes that the provisions of Chapter 6 of the Companies Act should prevail.



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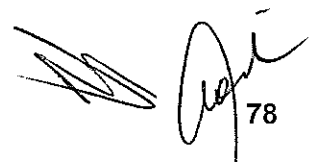
6. PART B – The Proposals

6.1. Terms of the Proposals

6.1.1. Relevant Factors:

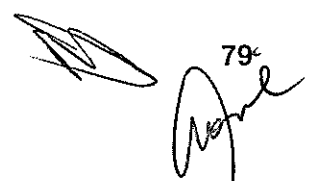
6.1.1.1. THL has an extensive social and economic impact on the region within which it operates. It is beyond question that a successful rescue of THL's SA Sugar operations in South Africa will save tens of thousands, possibly hundreds of thousands, of direct and indirect jobs, and avoid a possibly widespread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

6.1.1.2. The Lender Group has security over all material assets of THL (other than certain bank accounts, inventory and trade receivables (and any related insurance claims), which are the security of IDC in respect of IDC's Claim as a PCF Lender). These security rights are in the process of being acquired by the Vision Parties in terms of the Vision Transactions. The Vision Parties will upon, and after, the Adoption of this Business Rescue Plan acquire the Claims and security held by the Lender Group. In this regard, the Vision Parties have a substantial cash deposit available for payment to the Lender Group and, if the Business Rescue Plan is approved, the Vision Parties will finalise the acquisition of the Lender Group's Claims. In this part of the Business Rescue Plan the words "**Lender Group**" and "**Vision Parties**" will be used thus interchangeably (and/or the rights held by such parties shall be referred to as "**Vision Lender Rights**") as they relate to the exercising of the rights being acquired by the Vision Parties.



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- 6.1.1.3. In view of the magnitude of the Lender Group Claims and voting interests being acquired, assuming the transaction is successfully completed the Vision Parties will collectively become the majority Creditor of THL.
- 6.1.1.4. Following their extensive discussions with the Lender Group for the acquisition of the Lender Group Claims and security, the Vision Parties presented their proposals to the BRPs for consideration. The BRPs, have thereafter consulted with the Vision Parties in relation to the development of the Vision Parties' Proposals ("**the Vision Proposals**") and the preparation of this Business Rescue Plan. This Business Rescue Plan encompasses the Vision Proposals.
- 6.1.1.5. As indicated in paragraph 5.3.5.8 above, Kagera Sugar were selected as the SEP. On 20 November 2023 the Lender Group notified the BRPs that they had entered into an agreement with the Vision Parties to sell its Claims against the Company, the agreement being unconditional but required payment in order to close the transaction. The BRPs were accordingly advised that the Vision Parties, once the beneficial owner(s) of the Lender Group Claims, would no longer support a Proposal entailing anything other than the Vision Transactions. Accordingly, and given that the Lender Group's Claims comprise some c.62% of the total Voting Interests, the BRPs formulated this Business Rescue Plan in line with the Vision Proposals.
- 6.1.1.6. 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

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the status quo with regards to the Company, the same outcome would result from the Business Rescue of the Company were the Claims to be settled strictly in accordance with the business rescue provisions of the Companies Act.

6.1.2. Distributions:

- 6.1.2.1. Notwithstanding the provisions of the Companies Act, however, the Vision Parties have undertaken that they will make available to Unsecured Creditors an amount of R75m. Unsecured Creditors will (pro rata) receive Distributions of (in aggregate) R75m upon full implementation of this Business Rescue Plan.
- 6.1.2.2. 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.
- 6.1.2.3. In order not to dilute this deemed Distribution to Unsecured Creditors, the relevant secured claims shortfall, if any, which the Lender Group/Vision Parties retain as Unsecured Creditor Claims (i.e. any remaining Lender Group/Vision Parties Claims which may remain following repayment from their respective security realisation proceeds) would not participate in the aforementioned R75m Distribution. It is recorded that the secured Claim of IDC, as PCF Lender, must be discharged in full by THL.
- 6.1.2.4. It should also be noted that, in addition to the above, to date Claims of Unsecured Creditors of c.R1.3bn

have, in the course of the Business Rescue, already been paid, the majority of which related to payments to cane growers, many of which are small-scale farmers.

6.1.3. Equity Conversion:

6.1.3.1. As noted above, following the acquisition of the c.R8bn of Lender Group Debt by Vision Parties, THL will implement a partial debt-for-equity swap by way of the Vision Parties individually subscribing for new shares in the Company. The aggregate consideration for such subscription will be c.R4.1bn based on current balances which will be discharged by a reduction in the former Lender Group Claims against THL (those purchased by the Vision Parties) to c.R3.6bn. Resulting from this:

- the balance sheet of THL will be strengthened by c.R4.1bn based on current balances through debt-equity swap;
- the previous terms of the Lender Group Debt in respect of the R3.6bn retained by the Vision Parties will be renegotiated on terms anticipated to be significantly more favourable to THL;
- current Shareholders will retain value as 2.7% (in aggregate) shareholders in the still-JSE-listed, newly recapitalised THL (compared to nil in the event of a liquidation or completion of the Vision Proposals by way of an asset sale (rather than a share issue); and



- the balance of the issued shares (97.3% in aggregate) will be held variously by the members of the Vision Parties.

Readers are referred to Annexure **G** which, inter alia, contains details about who Vision Parties is and the Turnaround Plan.

6.1.4. Strategy Underlying the Proposed THL Business Rescue Plan

6.1.4.1. The Business Rescue will seek to:

- continue the process to optimise the operations and cost base of THL's businesses and its head office;
- complete the Vision Transactions detailed above and below;
- renegotiate to the satisfaction of IDC, and service in the normal course of business, subject to the usual credit terms and requirements of IDC, a working capital facility to be approved and advanced by IDC to the Company as PCF; and
- manage and optimise the legally separate but interlinked business rescue proceedings of THD, Voermol and THSSA in parallel with the THL Business Rescue.

6.1.5. The Vision Transactions

6.1.5.1. The Vision Parties are:



- Terris AgriPro (Mauritius), registered and incorporated in Mauritius;
- Remoggo (Mauritius) PCC, a fund registered and incorporated in accordance with the laws of Mauritius;
- Guma Agri and Food Security Ltd (Mauritius), registered and incorporated in Mauritius; and
- Almoiz NA Holdings Ltd, registered and incorporated in accordance with the laws of the United Arab Emirates.

6.1.5.2. The Vision Parties' primary objective is to ensure both the successful turnaround of THL in the short-term as well as the continuity of the business in the long-term. To achieve this objective, the Vision Parties have formulated a detailed business plan for THL, which includes a substantial capital expenditure programme to optimise the THL's South African operations. It is the parties' belief that this business plan can facilitate THL's return to sustained profitability and growth over time.

6.1.5.3. Key details of the Vision Transactions are summarised below:

- Pursuant to extensive discussions and engagements between the Lender Group and the Vision Parties, the Vision Parties are in a position to acquire the Claims of the Lender Group. In this regard, the Vision Parties have a substantial cash deposit available for payment to the Lender Group




and, if the Business Rescue Plan is approved, the Vision Parties will finalise the acquisition of the Lender Group's Claims. The funding requirements of the Vision Transaction are not dependent on financing to be provided by the PIC. Confirmation of available funding has been provided to the BRPs.

- The Vision Parties will, subsequent to acquisition of the Lender Group Debt, and subject to meeting all required regulatory conditions, implement a debt for equity swap, converting c.R4.1bn based on current balances of the former Lender Group debt by subscribing for new shares in THL.
- On a diluted basis, the above will result in existing Shareholders owning 2.7% (in aggregate) of all THL shares then in issue, and the Vision Parties collectively holding 97.3% (in aggregate) of all shares in issue.
- The authorised shares of THL amount to 5 000 000 000 shares. The issued shares of THL amounts to 135 112 506 shares. In terms of section 152(6)(a), the BRPs are authorised to determine the consideration for, and issue of, any authorised securities of the Company. The proposed issue would not require any increase in the currently authorised share capital of THL therefore not altering the rights associated with the class of Securities held by the existing Shareholders.
- There will be c.R3.6bn in remaining ex-Lender Group debt outstanding and owing by THL to the

Vision Parties ("**Vision Debt**") and this will remain in place and will be restructured accordingly between THL and the Vision Parties on market related terms.

- Subject to the approval and Adoption of this Business Rescue Plan, the Vision Transactions will be subject to certain conditions, including legal, regulatory and other approvals common for transactions of this nature (in all relevant jurisdictions as applicable), which will potentially include (inter alia) Competition Commission approval (subject to legal counsel opinion on the matter) and potentially Takeover Regulation Panel ("**TRP**") approval. In order to maintain the JSE listing, THL (and the Vision Parties) will need to obtain certain dispensations and/or approvals as may be required from the JSE and/or TRP in order to implement the proposed transactions. In addition, the Company and BRPs, with the support of the Vision Parties, will need to secure confirmation from IDC that IDC will continue to provide a working capital facility to THL until at least the Closing Date.
- The aggregate of Distributions to Unsecured Creditors (over and above those already made,) will equate to R75m. The relevant Distributions will be shared among the Unsecured Creditors on a pro-rata basis. The entitlement of each Unsecured Creditor will be the percentage that their Claim bears to the total Concurrent Claims.



- Upon payment of the Distributions, any remaining Claims held by Unsecured Creditors will be Unenforceable against THL.
- For the avoidance of doubt, it is recorded that (i) IDC is under no obligation to continue providing a working capital facility to the Company and (ii) IDC will require the amount payable in respect of its Claim for PCF advanced to the Company to be paid in full or secured in full to its satisfaction before it will consider an application by the Company to advance a new working capital facility. The IDC will be under no obligation to increase or extend its existing PCF advanced to the Company. In this regard, on adoption of the Business Rescue Plan, the Vision Parties will engage with the IDC regarding:
 - the detailed operational business plans supporting a turn-around plan and new growth areas;
 - the extension of the PCF (without any obligation on the part of IDC, as existing PCF Lender, to extend its current PCF facility) in a manner that will result in the extinguishment of the PCF;
 - the working capital requirements of THL;
 - the provision of any security (whether cash or assets) required in the interim and on an on-going basis, with an aim to convert the PCF to



a sustainable working capital facility on terms acceptable to IDC; and

- potential support for small scale growers.

6.1.6. **Applicable to the Vision Transactions:**

6.1.6.1. Key Stakeholders:

- SASA:

- THL will discharge its future payment obligations towards SASA in accordance with the Sugar Industry Agreement, including ~~continuous~~ ongoing payment of SASA levies and the local market redistributions duly owed to SASA by THL.
- On 29 November 2023, the Declaratory Application was dismissed with costs by Vahed J. The judgement of Vahed J in respect of such order was handed down on 4 December 2023 ("**the Vahed Judgement**"). THL and the BRPs have applied for leave to appeal the decision. THL will abide by the final outcome of the appeal process of the Declaratory Application (i.e. after any and all appeals have been finally exhausted).
- SASA asserts that the outstanding amount as at 23 November 2023 (which takes into account the final 2023 season's local market redistribution and SASA levies and the set off of export proceeds payable by the

SASEXCOR/SASA ~~Export Proceeds Receivable~~ to THL and which obligation to pay such proceeds has been assigned by SASEXCOR to SASA) is R525 956 121, which is in full and final settlement of SASA's statutory obligations ("SASA Claim"). THL agrees with the calculation of the SASA Claim and also agrees not to dispute the foregoing assignment or set off of the obligation to pay export proceeds by SASEXCOR to SASA.

- THL will, within twenty (20) Business Days after the Closing Date, but prior to substantial implementation~~implementation of the Business Rescue Plan:~~
 - o pay the SASA Claim into an escrow account ("**SASA Escrow**") ; or
 - o should THL be unable to pay the full SASA Claim into the SASA Escrow within twenty (20) Business Days after the Closing Date~~implementation of the Business Rescue Plan by Creditors~~, Vision shall, on behalf of THL, pay the full SASA Claim into the SASA Escrow;
- THL agrees that the SASA Escrow shall be ringfenced in that the amounts retained in the SASA Escrow shall be solely payable to SASA. The SASA Escrow account shall be in the name of an independent reputable firm of attorneys ("**Independent Attorneys**") in a suitable interest bearing account, and for the benefit of

such party as is ultimately successful in the Declaratory Application;

- in the event that the outcome of the appeal process is that the Vahed Judgement is:
 - o upheld THL will make payment of its full liability to SASA (including any order as to interest and costs of the appeal and costs of the Declaratory Application), within 10 Business Days after the handing down of the final appeal judgement by means of SASA calling on the Independent Attorneys to release funds from the available amount held in the SASA Escrow and pay same to SASA;
 - o overturned, THL shall be entitled to call on the Independent Attorneys to withdraw the SASA Claim from the SASA Escrow and pay same to THL;
- SASA will use all reasonable endeavours to recover the full amount of the outstanding levy claimed by SASA in respect of Gledhow Sugar Company (Pty) Ltd (in business rescue) ("**Gledhow**") in the amount of R97 015 921 in terms of section 175 of the SI Agreement ("**Gledhow Special Levy**"). Any shortfall from SASA's recovery of the Gledhow Special Levy will subsequently be settled by THL on conclusion of the Gledhow Business process.

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6.1.6.2. In order for the Vision Transactions to be completed, this will require (inter alia):

- the Adoption of this Business Rescue Plan;
- agreement being reached with IDC with regard to the ongoing provision of PCF to THL until at least the completion of the Substantial Implementation Date; and
- the meeting of all conditions precedent contained in the final Vision Transactions agreement(s), including all required regulatory approvals (in all relevant jurisdictions as applicable).

6.1.6.3. The BRPs and their advisors expect to conclude binding terms of agreement with the Vision Parties (including any agreements with IDC) during January 2024. The final Closing Date for the Vision Transactions will be dependent on the timelines for the relevant regulatory approvals (in all relevant jurisdictions as applicable) being secured.

It is the agreed intention of the BRPs, Management and the Vision Parties to complete the Vision Transactions (and thereafter full implementation of the Business Rescue Plan) as time efficiently as possible. Below is a high-level forecast timetable following voting on the Business Rescue Plan, assuming plan Adoption on 10 January 2024. Note the dates below are purely estimates based on past experience and should be used as a rough guide only.

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Shareholder approval process (if required):

- Definitive transaction agreements signed in January 2024:
 - o Subscription agreement;
 - o Shareholder loan agreements for residual debt;
 - o Other (as may be required).
- SENS announcement detailing the transaction on the next business day after signing.
- JSE circular and dispensations submissions to JSE around end-January 2024.
- JSE circular approval by JSE (noting dispensations may be required) around end-February 2024.
- JSE circular distribution to shareholders around early March 2024.
- General meeting of shareholders to vote on the transaction (if so required) around late March 2024.
- Announcement of general meeting outcome on the same or next business day after general meeting.

Competition approval process (if required):

- Managed in parallel with the general meeting of shareholder's process.



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- Large merger in SA: 40 Business Days is the maximum for Competition Commission to consider plus unlimited 15 Business Days extensions to complete the investigation. The Competition Tribunal has a further 10 Business Days thereafter to set the matter down for hearing.
- However, given failing firm submission and concerns, it is anticipated that this process could be accelerated significantly.
- Competition filings may be required in Mozambique, Zimbabwe and Botswana, which are expected to take no more than 6 months.

Secured lender release of security:

To be managed in parallel with shareholder approvals.

IDC approval process in respect of PCF and any additional facilities for working capital:

To be managed in parallel with shareholder approvals.

Exchange control application process (if applicable):

Expected in 2 months from submission. To be managed in parallel with shareholder approvals.

- 6.1.6.4. The BRPs continue with their endeavours to secure the ongoing PCF funding required from the IDC for the balance of the 2023/2024 sugar season and the closing of the Vision Transactions – and subsequent to full implementation of the Business Rescue Plan.



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6.1.7. Alternative transactions in the event of a failure to secure approval for the issue of new THL shares to the Vision Parties by way of a debt/equity swap

6.1.7.1. In the event of, for whatever reason, a failure to secure the consents and/or approvals required in order for the proposed issue of THL shares to the Vision Parties to be effected (resulting in such parties not holding the anticipated 97.3% of the then shares in issue), the BRPs and the Vision Parties have agreed that, as an integral part of the Proposals and this Business Rescue Plan, the currently proposed Vision Transactions will be switched from those contemplating an issue of THL shares to transactions contemplating the acquisition by the Vision Parties of THL's assets and businesses (as going concerns) on the basis that:

- payment for such assets will be effected by way of a set off against the Secured Claims then held by the Vision Parties;
- suitable arrangements being made for payment of the full balance outstanding in respect of the IDC PCF Facility;
- the sale of THL's assets and businesses will be to an entity nominated by the Vision Parties;
- Unsecured Creditors and Secured Creditors would otherwise be treated as contemplated in the currently contemplated Vision Transactions;



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- the Vision Parties will ensure that THL has sufficient funds to enable it to implement this Business Rescue Plan;
- the sale of THL's assets will be subject to the requisite regulatory and other approvals common for transactions of this nature in each jurisdiction;
- once it has sold its assets and businesses (as going concerns), THL will be delisted from the JSE and liquidated (noting that its shares would have nil value); and
- to the fullest extent possible Vision Parties and the BRPs will seek to structure the implementation of this Business Rescue Plan such that all stakeholders, other than Shareholders and the JSE as a result of the delisting/liquidation of THL, will be in substantially the same position as they would have been had the originally contemplated Vision Transactions been implemented.

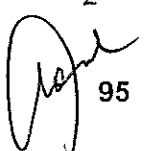
6.1.8. Alternative transactions in the event of a failure at the Meeting to Adopt this Business Rescue Plan encompassing the Vision Transactions

- 6.1.8.1. In the event of a failure of this Business Rescue Plan to be Adopted at the Section 151 Meeting, the following factors should be carefully considered in relation to any subsequent conclusion of an alternative transaction, noting in particular the required timing to achieve same.



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- The SA Sugar business operates on a highly seasonal basis with materially variable working capital requirements (entailing annual additional peak funding estimated at around R1.7bn) – dependent on industry dynamics, production and sales cycles.
- A significant investment process is undertaken annually from December to March (referred to as off-crop capital expenditure and/or maintenance ("**off-crop programme**")) to enable critical proactive maintenance work to be performed ahead of the next season. Spending commitment towards the off-crop programme is required from as early as September onwards. For the ensuing off-crop programme, THL will look to the investing parties for guidance and assistance in securing the required funding.
- The introduction, negotiation, documentation and closing of any alternative transaction would require a significant amount of time to achieve. The time available to meet this requirement and the likelihood of success would be dependent on (i) Lender Group/Vision Parties support by virtue of both their voting power and (significantly) their security rights (the underlying Claims have been purchased by the Vision Parties); (ii) significant working capital funding support (i.e. agreement with IDC or an alternative financier in replacement of IDC); and (iii) creditor support in respect of any delays related to the further amendment of the Business Rescue Plan or its implementation etc.



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- In the absence of continued Lender Group/SEP and working capital funding support, there would be a limitation on the ability to continue running the SA Sugar business in the ordinary course (in particular in relation to the off-crop programme).
- Any alternative transaction proposals should therefore be carefully considered in terms of the required support as outlined above, in addition to the timing and execution risks that may be relevant. Should Creditors wish for any such alternative proposal to be pursued, this Business Rescue Plan would need to be revised and a new Section 151 meeting of creditors convened to vote on such a revised Business Rescue Plan at a future date.
- Any motion (at the Meeting) to amend the Business Rescue Plan and consequently adjourn the Meeting should therefore be accompanied by clear plans for working capital funding and off-crop programme funding from such parties proposing such a motion, to the satisfaction of the BRPs.

6.1.9. Other Features of the Proposals

- 6.1.9.1. The THSSA and Voermol business rescues will operate in tandem with this Business Rescue Plan and will thus not result in any additional cash realisations to THL.
- 6.1.9.2. Voermol is a dormant company in business rescue with no assets and which is earmarked to eventually be wound up/deregistered. The division of THL, named Voermol, will remain in the Company. There will be no



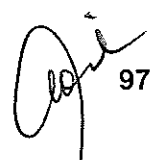
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Distributions to the creditors of the Voermol legal entity as a result of the agency relationship explained earlier in this Business Rescue Plan. Creditor claims submitted to Voermol will result in Voermol having a commensurate claim in THSSA and THSSA in turn against THL, its principal. Any distribution received by Voermol from THSSA will be distributed by Voermol to the Creditors who chose to submit their claims with Voermol.

- 6.1.9.3. THSSA (as agent of THL) nominally owns THL's (the beneficial owner) 100% shareholding in THA and 100% of the shares in Sociedade de Assistencia a Agricultura e Industria S.A. (registration number 500253153), a company duly incorporated in accordance with the laws of Portugal. There will be no Distributions to the creditors of the THSSA legal entity as a result of the agency relationship explained earlier in this Business Rescue Plan. Creditor claims submitted to THSSA will result in THSSA having a commensurate claim in THL, its principal. Any distribution received by THSSA from THL will be distributed by THSSA to the Creditors who chose to submit their Claims with THSSA.

6.2. Employee Matters

- 6.2.1. Whilst the Vision Transactions do not contemplate retrenchments, the BRPs are continuing with their process of business optimisation, together with Management, and as such have not yet entirely ruled out the possibility of employee retrenchments. As a result, this Business Rescue Plan envisages a possible section 189 retrenchment process (in terms of the LRA), if so required. The Business Rescue Plan contemplates the Company meeting its



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relevant retrenchment financial obligations to all employees affected by any proposed section 189 process (in terms of the LRA) and/or in accordance with the Basic Conditions of Employment Act 75 of 1997.

6.2.2. 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. Presently, 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 October 2023, is c.R347m (determined actuarially in line with International Financial Reporting Standards). Of this amount, c.R12.6m relates to current employees and c.R325.8m relates to retired employees. The monthly cash flow impact to THL is c.R3.6m.



- In the event of liquidation of THL the above claims would be entitled to nil value/distributions and the beneficiaries would thus receive no benefits from this scheme at all.
- As there are no unencumbered assets of significance, there is currently no available funding to settle any of the abovementioned obligations in respect of these Business Rescue proceedings. The BRPs are exploring ways in which to mitigate this situation.
- In light of the current Business Rescue proceedings, and subject to funding availability, 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 or a payment arrangement 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 to the extent necessary the Vision Parties, and are aimed at ensuring not only that THL is able to reduce and/or eliminate its unfunded liabilities, but also in an endeavour to secure a financial benefit to the recipients who accept a buy-out offer, where there are currently none. In the absence of such agreement being concluded any such Claim will be regarded as an Unsecured Claim held by an Unsecured Creditor and after any Distributions will become Unenforceable as against the Company.

6.3. Effects of the Proposal:



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6.3.1. Extent to which the Company is to be released from the payment of its debts and the extent to which any debt is proposed to be converted to equity (Section 150(2)(b)(ii)):

6.3.1.1. Distributions will be made to Creditors as outlined in paragraph 6.3.4. Following the final Distributions being made, any remaining unpaid portions of the Claims will become Unenforceable and no Creditor will be entitled to enforce the balance of its Claim, or any portion of its Claim, against the Company.

6.3.1.2. The ex-Lender Group Claims acquired by the Vision Parties will be partially converted into equity in THL as described in paragraph 6.1.5.3.

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

6.3.2.1. Upon the implementation of the Vision Transactions, the Business Rescue will be terminated and the Company handed back to its directors. Subject to the Vision Transactions being successfully implemented (and the alternative transactions not being employed), THL will remain listed on the JSE and at the appropriate time a request will be made to the JSE for the suspension of the shares to be lifted.

6.3.2.2. Where the BRPs have determined it to be in the best interests of Creditors to continue with counterparty agreements concluded with the Company, such agreements have continued.

6.3.2.3. 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.

- 6.3.2.4. 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 continuously under review and the BRPs reserve their rights in this regard.
- 6.3.2.5. 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) of the Companies Act. Such damages claim and/or suspended obligation amounts owing and unpaid will be treated as an Unsecured Claim of an Unsecured Creditor, and any balance remaining after any Distribution in terms of this Business Rescue Plan will become Unenforceable against THL.
- 6.3.2.6. As a reminder to Affected Persons, it is confirmed that an application was made to the High Court seeking the High Court's declaration that the BRPs have the right to suspend THL obligations to SASA under the SI Agreement. Separate notices have been circulated to Affected Persons in this regard. The relevant Court hearing was held on 13 and 14 September 2023. On 29 November 2023, the Declaratory Application was dismissed with costs. The judgement in respect of such



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order was handed down on 4 December 2023. THL and the BRPs have applied for leave to appeal the decision.

6.3.2.7. 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.

6.3.2.8. 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.

6.3.3. 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))

6.3.3.1. Other than the issue of shares by the Company, or as otherwise specifically provided for in this Business Rescue Plan, it is not contemplated that any assets of the Company will be available to pay Creditors' Claims.

6.3.3.2. To the extent that any assets were to be made available to pay Creditors' Claims, readers are referred to paragraph 5.3.6.5 which outlines all the assets of the Company that have been encumbered via security



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held by the Lender Group, and now to be acquired by the Vision Parties.

6.3.3.3. As a result, all movable assets, bank accounts, inventory and trade debtors (and any related insurance claims) are encumbered.

6.3.3.4. In relation to fixed assets, refer to Annexure **E** which outlines all related properties and relevant encumbrances.

6.3.3.5. Following the BRPs review, there are a very small number of properties which are unencumbered which have either small or negligible values attributed.

6.3.3.6. Accordingly, there are no material unencumbered assets available which would result in any value of significance being distributed to Unsecured Creditors in satisfaction of their claims other than as specifically provided for in this Business Rescue Plan.

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

6.3.4.1. Secured Creditors:

- No Distributions are expected to be made in relation to the Secured Creditors' Claims;
- c.R4.1bn, based on current balances of the Lender Group's Claims which are being acquired by the Vision Parties, will be converted to equity resulting in the Vision Parties owning 97.3% of the issued shares of THL;

- The remaining Lender Group/Vision Parties indebtedness of c.R3.6bn will be restructured on terms anticipated to be more favourable to THL;
- The Company, with the support of the Vision Parties, will secure working capital facilities, in the form of ongoing PCF (without any obligation on the part of the IDC to increase or extend its existing PCF advanced to the Company), sufficient to fund the THL businesses for the duration of the Business Rescue process.

6.3.4.2. Unsecured Creditors:

- Notwithstanding a strict application of the provisions of the Companies Act, under which it would be anticipated that Unsecured Creditors would not be entitled to any recovery on their claims:
 - payments made to date to Unsecured Creditors (primarily small scale farmers) amount to R1.3bn; and
 - further Distributions will be made to Unsecured Creditors (on a pro-rata basis) in the amount of R75m. The entitlement of each Unsecured Creditor will be the percentage that their Claim bears to the total Concurrent Claims.
- Subsequent to these Distributions having been paid to Unsecured Creditors, any remaining Claims will become Unenforceable.



6.3.4.3. Other than as specifically provided for in this Business Rescue Plan, 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.

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

- Business Rescue Costs will be funded out of the ongoing PCF Facility. To the extent that there is insufficient funding available to cover these costs, funds will be deducted from the net proceeds of any asset disposals or claim recoveries;
- 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).

6.3.5. Expected Distributions to Creditors:

6.3.5.1. Distributions arising pursuant to the implementation of this Business Rescue Plan are expected to significantly



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exceed those calculated by BDO in the alternative scenario of an immediate liquidation of the Company.

- 6.3.5.2. This is already the case for Unsecured Creditors due to the pre-Commencement Date Unsecured Creditors' Claims which have been paid amounting to c.R1.3bn. Furthermore, Distributions to Unsecured Creditors will be enhanced by the concessions agreed to by the Vision Parties, which will result in a further R75m being paid to Unsecured Creditors.
- 6.3.5.3. To the extent that agreements concluded between the Company and counterparties and/or obligations are cancelled, modified, suspended or restructured, any proven and accepted Claim for damages will be treated as an Unsecured Creditor and will accordingly be entitled to participate, pro-rata, in the R75m aggregate Distribution noted above.
- 6.3.5.4. 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 claimant 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.

6.3.5.5. 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 against the Company by the relevant Creditor unless otherwise provided for in this Business Rescue Plan.

6.3.5.6. For the avoidance of doubt, any Claims which SARS may have against the Company in respect of tax debts owed prior to the Commencement Date, among other things, under section 22(3) of the Value Added Tax Act 89 of 1991, the Income Tax Act 58 of 62 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. Any income tax debt owed to SARS prior to the Commencement Date will become unenforceable upon Adoption of the Plan.

6.3.5.7. 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

Concurrent Claims in the Business Rescue Plan and SARS will be treated in the same manner as all other Unsecured Creditors and therefore will be entitled to the same Distribution as all other Unsecured Creditors.

- 6.3.5.8. 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 (unless otherwise provided in this Business Rescue Plan) and no Creditor, including SARS, will be entitled to enforce the balance of its Claims, or any portion of its Claims, against the Company.
- 6.3.5.9. 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. The consequence of the Adoption and implementation of the Business Rescue Plan, Creditors' remaining Claims will become Unenforceable against the Company in terms of section 154(2) of the Companies Act.
- 6.3.5.10. After payment of the final Distributions and prior to a notice of substantial implementation being filed with the CIPC, the Company will be returned to its director(s).
- 6.3.5.11. Claims will only become Unenforceable in accordance with the Business Rescue Plan upon both the Adoption and subsequent implementation of this 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 6.3.5.9, 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.

6.3.6. Effect on Holders of the Company's issued Securities

- The authorised shares of THL amount to 5 000 000 000 shares. The issued shares of THL amounts to 135 112 506 shares. In terms of section 152(6)(a), the BRPs are authorised to determine the consideration for, and issue of, any authorised securities of the Company.
- The Vision Parties will subscribe for shares in THL such that, after the issue of the new shares, the Vision Parties will in aggregate own 97.3% of the issued shares in THL.
- The Vision Parties will settle the subscription price for such shares by means of set off against its Claims against THL in an amount of c.4.1bn based on current balances, leaving a Secured Vision Lender Claim of c.R3.6bn.
- The effect of this on existing Shareholders will be to dilute the existing Shareholders to a shareholding equating to 2.7% of the then issued shares.



6.3.7. Conditions that must be satisfied in order for the Business Rescue plan to come into operation (Section 150(2)(c)(i)(aa)) -

- 6.3.7.1. For this Business Rescue Plan to come into operation it must be approved by more than 75% of the creditors' voting interests that were voted and at least 50% of independent creditors' voting interest, if any, that were voted in accordance with the provisions of section 152(2) of the Companies Act at the meeting convened for this purpose in terms of Section 151 of the Companies Act.
- 6.3.7.2. To the extent that a Business Rescue Plan alters the rights associated with any class of Securities held by Shareholders, such Shareholders are entitled to vote on the Business Rescue Plan. This Business Rescue Plan will not alter the rights associated with the class of Securities held by Shareholders. Accordingly, Shareholders are not required nor entitled to vote on the Business Rescue Plan in terms of section 152(3)(c) of the Companies Act.
- 6.3.7.3. It is noted furthermore that, once this Business Rescue Plan has been Adopted, it may be necessary, pursuant to section 41(3) of the Companies Act, and pursuant to the JSE's Regulations, *inter alia* a special resolution of Shareholders will be required as a condition precedent to the implementation of the Vision Transactions.
- 6.3.7.4. Implementation of the Proposals implicit in this Business Rescue Plan will be conditional upon (inter alia) the following:



- agreement between the Company, the Vision Parties and IDC with regards to the ongoing provision of working capital to THL by IDC and the treatment of the relevant underlying security; and
- the meeting of all conditions precedent contained in the final transaction agreements.

6.3.8. Effect on Employees (Section 150(2)(c)(ii)) - The BRPs are continuing with their process of business optimisation, together with Management, and as such have not yet entirely ruled out the possibility of employee retrenchments. This Business Rescue Plan therefore contemplates a possible section 189 retrenchment process (in terms of the LRA), should it be required.

6.3.9. Effect on Director(s) and Management - Directors have continued to exercise the functions of a director, subject to the authority of the BRPs. The majority of the board members that were in office as at the date of commencement of business rescue proceedings have resigned. Currently there are two remaining board members, both of whom are executives.

6.3.10. Effect on subsidiaries - The investments in and claims against subsidiaries of the Company will be treated in accordance with the Proposals section of this Business Rescue 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



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- 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.



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- 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 12.

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 implementing the Vision Transactions.
- 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 all Creditors would have received in the alternative scenario of a liquidation of the Company as at the Commencement Date would be materially lower than the Distributions that have already been paid, together with those that are contemplated to be received by Creditors as a result of this Business Rescue Plan. This is expected 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.



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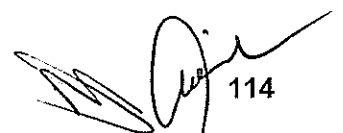
9.3.3. Employees –

9.3.3.1. Subject to the Business Rescue Plan being implemented the majority of employees of the various entities will remain employed. This will, however, be subject to:

- the Company possibly commencing with a section 189 process (in terms of the LRA);
- any 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.



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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. In comparison to a liquidation scenario, in which shareholders would receive no return or nil cents in the Rand, this Business Rescue Plan envisages shareholders retaining 2.7% of the then issued shares of the Company, which shareholding remains listed on the JSE.

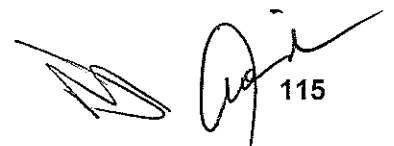
9.3.5. Socio-economic impact in South Africa –

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. **Through the Proposals, the vast majority of employment positions will be saved.**

9.3.5.2. Indirect employment:

- In South Africa, 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



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economy-wide effect measuring c.R7.95bn. **The rescuing of SA Sugar as contemplated in this Business Rescue Plan will result in the avoidance of any material impact of the tens of thousands of indirect employment positions noted above.**

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.R2.9bn 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. **This Business Rescue Plan provides for continuity for growers.**

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.
- **This Business Rescue Plan provides for continuity in respect of such initiatives.**

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 are to the value of c.R482 million, c.R448 million, and c.R930 million, respectively.

9.3.5.6. Suppliers:

- THL's contribution to output, if its initial operational and capital expenditure are included, was c.R6.47bn in 2021. Adding all the direct, indirect

and induced impacts generated an estimated economy-wide effect measuring R24.8bn.

- Number of suppliers as of March 2023 (excluding cane growers, statutory spend, imports): 1,420.
- Number of black owned suppliers: 701 or 49,4%.
- Number of black women owned suppliers: 610 or 43%.
- Number of Exempt Micro Enterprises and Qualifying Small Enterprises Suppliers (<R50 million per annum revenue): 1,169 or 82,3%.
- The Company has placed an emphasis on its Localisation Policy (refer below) within the operations and through the procurement department, which would increase these percentages in future.
- **This Business Rescue Plan provides for continuity for such suppliers.**

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 to the Company to support them in addressing issues of safety, health and environment.
- The Company's Localisation Policy was developed for THL 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



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Development interventions to improve the competitiveness or business-readiness of local Small, Micro and Medium Enterprises (“**SMME’s**”).

- Aligned with the policy, THL is in the process of implementing iThuba Centre, a community-based platform which local businesses can approach to be informed of available opportunities and requirements to qualify.
- **This Business Rescue Plan provides for continuity for such businesses.**

9.3.5.8. Mill clinics:

- The Company continues to be 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, schoolbooks, 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% 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 has invested R10.5 million in training and development.

10. Risks of the Business Rescue Plan

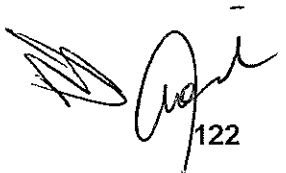
10.1. The implementation of the Proposals contained in this Business Rescue Plan may be subject to factors potentially not known to the BRPs as at the Publication Date. The following risks should be borne in mind, as they may adversely impact the ultimate outcome of the implementation of this Business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

- 10.1.1. Unforeseen litigation of any nature whatsoever, howsoever arising, from any cause of action whatsoever.
- 10.1.2. Existing litigation not progressing in the manner anticipated.
- 10.1.3. Any changes in legislation that impact the Business Rescue.
- 10.1.4. Any legal challenges to this Business Rescue Plan, the rejection thereof or any amendments thereto.
- 10.1.5. The non-availability of PCF for the duration of the Business Rescue and/or the available PCF not being sufficient for the duration of the Business Rescue and/or the PCF providers withdrawing their facilities due to insufficient security, the litigation and/or delaying of the Adoption of this Business Rescue Plan and/or the implementation thereof. The consequence of this will be dire for the continued operation of THL and the future of the Business Rescue.



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- 10.1.6. Any regulatory delays and/or challenges of any nature whatsoever, howsoever arising, which includes multi-jurisdictions as well as any consequential statutory liability.
- 10.1.7. The ability to effect the flow of funds between international jurisdictions and legal entities.
- 10.1.8. 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.
- 10.1.9. Any damages or penalties claimed against the Company which were unforeseen.
- 10.1.10. Any potential retrenchment processes taking longer than expected.
- 10.1.11. Any labour action arising as a result of the retrenchment process or Business Rescue.
- 10.1.12. Unexpected liquidity events, withdrawal or restricted access to PCF provided by the PCF Lenders or delays thereto.
- 10.1.13. The final verification and agreement of Claims taking longer than expected.
- 10.1.14. Material discrepancies in the information made available to the BRPs by Management.
- 10.1.15. The deterioration and worsening of market conditions.
- 10.1.16. Any events and outcomes that may lead to the discovery of fraud, misrepresentation, corrupt practices, or other such matters relating



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to the Company prior to the implementation of the Business Rescue Plan.

- 10.1.17. The variation in exchange rates and/or commodity prices affecting the Business Rescue.
- 10.1.18. Ambiguous provisions in the Companies Act which are subject to varied interpretation.
- 10.1.19. 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.
- 10.1.20. JSE, financial reporting and transaction approval mechanisms proving problematic.
- 10.1.21. The macro-economic conditions in Zimbabwe remain a concern. The poor economic outlook is exacerbated by the suspension of duties on basic commodities including sugar, which resulted in lower cost imported sugar (which has unfair cost advantages) competing against locally produced sugar. This is slowing down sales significantly domestically, which is the preferred market, with the lost sales volumes being redirected into lower-priced export markets. Government interventions in respect of grower issues as well as the wage arbitration where minimum wages were increased to USD280 before the elections, had a significant impact on the cost base and cash flow of the business. The lack of security over land tenure due to the 99-year leases not signed creates further uncertainty.

11. PART C – Assumptions and Conditions of Proposal



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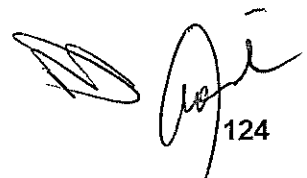
11.1. PCF:

- 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 Lender(s) in this regard. It must be noted that any extension of the current PCF provided by IDC, as the sole PCF Lender, will at all times be required to satisfy the credit criteria of IDC, with IDC under no obligation to extend its PCF, the security provided is at all times sufficient to discharge the PCF obligation in full and without any shortfall.
- 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 withdrawn without replacement, 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;

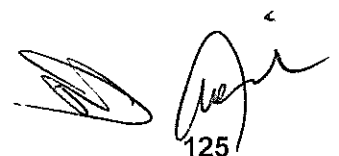


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- 12.1.2. if this Business Rescue Plan is Adopted and implemented and the BRPs have filed a notice of substantial implementation of the Business Rescue Plan with the CIPC;
- 12.1.3. if the BRPs make application to the High Court to terminate the Business 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. For the avoidance of any doubt, payment into the SASA Escrow is a transaction contemplated in this Business Rescue Plan;
 - 13.1.2. all amounts owing to IDC as PCF Lender, together with interest and all other amounts due and/or payable under the agreements concluded for the advance by IDC of PCF to THL, have been discharged or settled, in full or alternative arrangements are agreed;
 - 13.1.3. final Distributions have been paid to Creditors and/or an appropriate mechanism, acceptable to the BRPs in their sole discretion 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.



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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. The Vision Transactions constitute the acquisition by the Vision Parties of the Claims and security held by the Lender Group and the subsequent conversion by the Vision Parties of a portion of such Claims into new equity in THL. The projected balance sheets and projected income statements reflected below have been prepared based on Management's assumptions and do not incorporate any business improvement plans and/or other initiatives that the Vision Parties may implement. In respect of the forecasts for the 2024 financial year, the underlying assumptions are based on the information available as at 31 October 2023. In respect of the forecasts for the 2025, 2026 and 2027 financial years, the underlying assumptions are based on the information available at 31 May 2023, with adjustments made for material changes to assumptions that have emerged since that date.

For comparability, the information in the projected balance sheets have been reflected in the same way as the balance sheet at 31 October 2022 with reference to paragraph 5.3.6.7.

A handwritten signature in black ink, consisting of stylized, overlapping loops and strokes.

THL INCOME STATEMENT	31 March 2025	31 March 2026	31 March 2027
REVENUE	9 973	10 767	11 597
SUGAR INDUSTRY RELATED ADJUSTMENTS	- 251	- 696	- 819
COST OF SALES	- 8 472	- 8 758	- 9 355
GROSS PROFIT	1 250	1 313	1 423
MARKETING AND SELLING EXPENSES	- 221	- 235	- 250
ADMINISTRATIVE AND OTHER EXPENSES	- 1 008	- 1 003	- 1 070
EXPECTED CREDIT LOSSES	- 1	- 1	- 1
FAIR VALUE ADJUSTMENTS TO BIOLOGICAL ASSETS	37	3	2
OTHER OPERATING INCOME	331	366	392
PROFIT/(LOSS) FROM OPERATIONS BEFORE IMPAIRMENTS AND NON-TRADING ITEMS	388	443	496
IMPAIRMENT (LOSS)/REVERSAL	-	-	-
OTHER NON-TRADING ITEMS	-	-	-
PROFIT/(LOSS) FROM OPERATIONS	388	443	496
NET FINANCE (COSTS) / INCOME	- 1 140	- 893	- 939
DIVIDEND INCOME	12	12	13
PROFIT/(LOSS) BEFORE TAXATION	- 740	- 428	- 430
TAXATION	90	-	-
PROFIT/(LOSS) FOR THE PERIOD	- 830	- 428	- 430

14.1.1. Material Assumptions as per section 150(3)

14.1.1.1. The Projected Income Statement assumes that the Vision Transaction is completed on 1 April 2024.

14.1.1.2. Inflationary rates utilised in the forecast:

- FY 2025: 5.5%
- FY 2026: 5.0%
- FY 2027: 4.75%

14.1.1.3. Exchange rates utilised in the forecast:

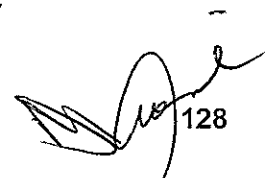
- FY 2025: R18.25 : USD1
- FY 2026: R18.50 : USD1
- FY 2027: R18.75 : USD1

14.1.1.4. World sugar prices utilised in the forecast:

- FY 2025: US¢ 20 per pound
- FY 2026: US¢ 19 per pound
- FY 2027: US¢ 18 per pound



- 14.1.1.5. Sugar production includes the continued benefit of the reinvestment in milling efficiencies and assumes that there are no adverse weather conditions (e.g. drought) during the forecast period.
- 14.1.1.6. Local market demand for sugar is forecast to grow at c.1% per annum and assumes that there will be no further changes to the Health Promotion Levy.
- 14.1.1.7. THL will remain listed on the JSE, therefore the associated costs including non-executive director fees are included in the forecast.
- 14.1.1.8. Business Rescue and other restructuring costs:
- FY 2025:
 - no business rescue costs have been forecast on the assumption that the business rescue will be substantially implemented once the Vision Transactions have been implemented; and
 - legal costs on progressing the various criminal and civil cases in respect of the accounting irregularities identified in 2019 have been included in the forecast.
 - FY 2026 and FY 2027: No such costs have been included in the forecast.
- 14.1.1.9. In respect of the Post Retirement Medical Aid ("**PRMA**") obligation, the forecast assumes that the monthly contribution in respect of pensioners continues to be met by the Company. (This is not binding on the Company, but merely for illustration purposes. The wording set out in paragraph 6.2 remains applicable.)
- 14.1.1.10. Operational support fees and direct cost recoveries from the non-South African sugar operations:
- Botswana:
 - dividends are declared and paid annually (assuming same profit profile);



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- all direct costs are recovered in cash; and
- all operational support fees recovered in cash.
- Mozambique:
 - no dividends are assumed to be declared;
 - all direct costs are recovered in cash; and
 - operational support fees:
 - FY25: 50% of FY25 fee recovered in cash;
 - FY26: balance of FY25 fee and 100% of FY26 fee recovered in cash; and
 - FY27: 100% of fee recovered in cash.
- Zimbabwe:
 - no dividends are assumed to be declared;
 - all direct costs are recovered in cash; and
 - operational support fees:
 - FY25: 50% of FY25 fee recovered in cash;
 - FY26: balance of FY25 fee and 100% of FY26 fee recovered in cash; and
 - FY27: 100% recovered in cash.

14.1.1.11. Vision Debt

- The forecast assumes that Vision Debt of R3.6bn will remain owing as term debt. The Vision Parties have agreed to an interest payment holiday for the first 3 years, subsequently interest will be incurred at a market-related interest rate and will not be serviced in cash but capitalised. (This is not binding on the Vision Parties, but merely for illustration purposes).

14.1.1.12. The IDC post-Commencement Date funding has been assumed to remain in place at the current facility terms.

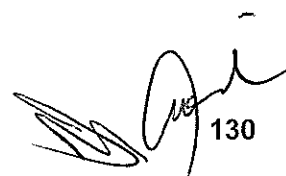


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THL BALANCE SHEET	31 March 2025	31 March 2026	31 March 2027
ASSETS	5 534	5 907	6 109
NON CURRENT ASSETS	3 156	3 266	3 350
PROPERTY PLANT AND EQUIPMENT	1 878	2 015	2 135
RIGHT-OF-USE ASSETS	8	2	10
INTANGIBLE ASSETS	84	69	26
INVESTMENTS IN SUBSIDIARIES AND JOINT OPERATIONS	1 168	1 168	1 168
NET DEFERRED TAX	-	-	-
OTHER NON-CURRENT ASSETS	18	12	11
CURRENT ASSETS	2 378	2 641	2 759
INVENTORIES	838	945	1 061
BIOLOGICAL ASSETS	233	236	239
AMOUNTS OWING FROM GROUP COMPANIES	193	233	127
TRADE AND OTHER RECEIVABLES	1 073	1 179	1 285
CASH AND CASH EQUIVALENTS	41	48	47
EQUITY & LIABILITIES	5 534	5 906	6 109
CAPITAL & RESERVES	- 2 426	- 2 574	- 2 702
SHARE CAPITAL AND PREMIUM	6 389	6 389	6 389
ACCUMULATED LOSSES	- 8 806	- 8 954	- 9 082
OTHER RESERVES	- 9	- 9	- 9
LIABILITIES	7 960	8 480	8 811
NON CURRENT LIABILITIES	364	358	361
AMOUNTS OWING TO GROUP COMPANIES	-	-	-
POST-RETIREMENT BENEFIT OBLIGATIONS	354	350	346
DEFERRED INCOME - NC	-	-	-
PROVISIONS - NC	8	8	8
LEASE LIABILITIES - NC	2	-	7
CURRENT LIABILITIES	7 596	8 122	8 450
BORROWINGS	5 741	6 226	6 507
CREDITORS - PRE BR	580	580	580
SASA - PRE BR	59	59	59
SASA - POST BR	467	467	467
TRADE AND OTHER PAYABLES	743	788	834
DEFERRED INCOME	-	-	-
NET TAX LIABILITY	-	-	-
LEASE LIABILITIES	6	3	3

14.1.2. Material Assumptions as per section 150(3)

14.1.2.1. The Projected Balance Sheet assumes that the Vision Transaction is completed on 1 April 2024.



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- 14.1.2.2. As per the Vision Parties' Proposal, Unsecured Creditors will be entitled to a distribution of R75m.
- 14.1.2.3. THD:
- THD is being wound down in accordance with its business rescue plan.
 - The THD intergroup debtor is Unenforceable in line with the impact of THD's approved business rescue plan which entails a zero cents in the Rand distribution to Unsecured Creditors.
- 14.1.2.4. Intergroup creditors and/or debtors are taken over by the Vision Parties (excluding the THD balance as per 14.1.2.3 which remains unenforceable).
- 14.1.2.5. The site restoration provision in respect of a mothballed sorbitol facility will be subject to the Unsecured Creditor Distribution should a Claim materialise.
- 14.1.2.6. SASA: SASA asserts that the net outstanding amount as at 23 November 2023 is R525 956 116. The terms of settlement in respect of the SASA Claim shall be treated in the manner as set out in clause 6.1.6.1 above. For ease of reference and only for purposes of these forecasts it is assumed that the Declarator Judgement appeal process takes longer than three years, so SASA is not paid from the SASA Escrow before that.
- 14.1.2.7. PRMA: The forecast assumes that the PRMA obligations are met by the Company through the continued payment of the monthly medical aid contributions in respect of pensioners. (This is not binding on the Company, but merely for illustration purposes. The wording set out in paragraph 6.2 remains applicable.)
- 14.1.2.8. Vision Debt:

- The forecast assumes that Vision Debt of R3.6bn will remain owing as term debt. The Vision Parties have agreed to an interest payment holiday for the first 3 years, subsequently interest will be incurred at a market-related interest rate and will not be serviced in cash but capitalised. (This is not binding on the Vision Parties, but merely for illustration purposes).
- The balance of the Vision Parties' claim is assumed to be converted to equity.

14.1.2.9. The forecast assumes that the IDC PCF Facility is refinanced and that the replacement lender will provide sufficient facilities to support the working capital and capital reinvestment requirements of THL at market-related interest rates.

14.1.2.10. Trade Payables includes pre-Commencement Date claims as per Annexure **A** after the Unsecured Creditor Distribution has been made as per paragraph 6.3.4.2 above.

CHAPTER 3 – ADMINISTRATIVE MATTERS

15. Existing litigation or alternate dispute resolution proceedings

- 15.1. Annexure J 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 above 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.



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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;

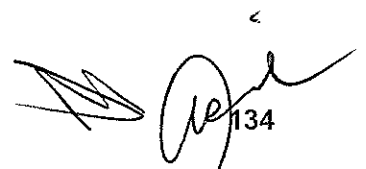
16.2.1.2. will be populated by arbitrators experienced in business rescue law and proceedings;

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**").



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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 **K**, 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



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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, KwaZulu-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.



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

~~18.2.~~18.3. The Vision Parties or any Creditor may at any time after the Adoption Date submit to the BRPs a proposed material amendment to the Business Rescue Plan, and if such proposed material amendment (i) is supported by creditors who hold at least 50% of the total Voting Interests of creditors, and (ii) is acceptable to BRPs, then the BRPs will be required to propose the proposed material amendment for consideration and voting at a meeting of creditors in the manner contemplated in clause 18.2.

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.



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;

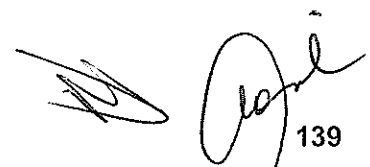
20.1.2. the aggregate Distribution is likely to result in Creditors receiving a higher return in the Business Rescue than would be anticipated to receive on a liquidation of the Company. This is already the case due to the extent of the pre-Commencement Date Claims that have already been paid and the fact that the values of the Secured Creditor security over the investments in THL Zimbabwe, THL Botswana and THL Mozambique materially exceed the liquidation estimate of BDO.

20.1.3. a substantial majority of employees will retain their employment positions (albeit under different ownership);

20.1.4. 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

20.1.5. should the Business Rescue Plan not be Adopted, the BRPs are of the view that the Business Rescue will probably be terminated and converted to liquidation proceedings immediately following the provisions of section 153 of the Companies Act.

21. BRPs' certificates



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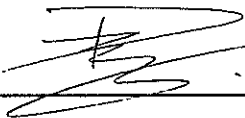
21.1. We, the undersigned, hereby certify that to the best of our knowledge and belief:

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;

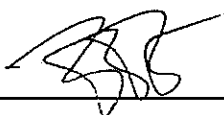
21.1.3. any projections provided are reasonable estimates made in good faith based on factual information and assumptions as set out herein;

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.



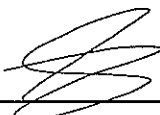
Peter van den Steen

Date: 11/01/2024



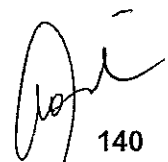
Trevor Murgatroyd

Date: 11/01/2024



Gerhard Albertyn

Date: 11/01/2024


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ANNEXURE A - LIST OF THE CREDITORS OF THE COMPANY

(ATTACHED SEPARATELY BELOW)



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Annexure A - List of Creditors of the Company (31 October 2023)

Annexure A has been updated in accordance with SDJ Wilson's Judgement dated 2 October 2023 (Case number: 2023-079991) which clarified the voting entitlements of creditors in business rescue. In accordance with this judgement only pre-BR balances are afforded voting entitlements.

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.

Creditor Listing at 31 October 2023 represents the most recent listing of approved/accepted creditor claims including the accrual of interest post 31 October 2022 on pre-BR claims.

Voting interest claims reflect the voting right attributed to each claim at 31 October 2022, where applicable this has been adjusted based on creditor claim reconciliations.

CREDITORS TYPE	CREDITORS NAME/GROUP	CREDITOR LISTING AT 31 OCTOBER 2023	VOTING INTEREST CLAIM AMOUNT (INCL PCF)	VOTING INTEREST % (INCL PCF)
Secured Creditors	STANDARD BANK	R 2 136 049 061	R 2 136 049 061	17,83%
	NEDBANK	R 1 623 396 816	R 1 623 396 816	13,55%
	RMB/FNB	R 1 309 821 647	R 1 309 821 647	10,93%
	ABSA	R 1 233 754 204	R 1 233 754 204	10,30%
	INVESTEC	R 690 805 429	R 690 805 429	5,76%
	LANDBANK	R 423 519 991	R 423 519 991	3,53%
	SLI (SSF Div)	R 173 037 286	R 173 037 286	1,44%
	SLI (SIM Div)	R 147 217 895	R 147 217 895	1,23%
	MOMENTUM METROPOLITAN LIFE LIMITED	R 102 346 063	R 102 346 063	0,85%
	ASHBURTON FUND MANAGER PROPRIETARY LIMITED	R 63 976 430	R 63 976 430	0,53%
	OTHER FACILITIES	R 52 467 707	R 52 467 707	0,44%
	SSF Pty	R 53 960 819	R 53 960 819	0,45%
	SIM Pty	R 35 208 813	R 35 208 813	0,29%
	Secured Creditors Total	R 8 045 562 160	R 8 045 562 160	67,14%
PCF Lenders	INDUSTRIAL DEVELOPMENT CORPORATION	R 2 118 858 799	R 2 118 858 799	17,68%
	GUARDRISK PREMIUM FINANCE (PTY) LIMITED	R 33 789 012	R 33 789 012	0,28%
PCF Lenders Total		R 2 152 647 811	R 2 152 647 811	17,96%
SASA Claims (SASA has withheld certain amounts which they allege they are entitled to do. THL/BRPs reserve all rights in this regard. In view of SASA position the net amount is shown as their claim)	S A SUGAR ASSOCIATION (Post BR No VAT)	R 1 121 428 850	R 466 543 399	3,89%
	S A SUGAR ASSOCIATION (Pre BR No VAT)	R 479 936 395	R 59 312 717	0,49%
SASA Claims Total		R 1 601 365 245	R 525 856 116	4,39%
	POST-RETIREMENT MEDICAL AID LIABILITY FOR PAST/RETIRED EMPLOYEES	R 326 449 000	R 326 449 000	2,72%
	ACCURAL FOR LEAVE PAY	R 56 057 051	R 56 057 051	0,47%
	SARS (potential VAT pre-BR clawback in terms of s22(3) of the VAT Act)	R 50 215 813	R 50 215 813	0,42%
	SARS (PAYE)	R 44 595 516	R 44 595 516	0,37%
	MAYFAIR MARKETING (PTY)LTD	R 27 399 780	R 27 399 780	0,23%
	SARS (VAT)	R 18 649 220	R 18 649 220	0,16%
	SUPER GROUP TRADING (PTY)LTD	R 17 787 785	R 17 787 785	0,15%
	YARA ANIMAL NUTRITION SOUTH AFRICA	R 17 299 128	R 17 299 128	0,14%
	OTHER ACCRUALS	R 14 122 387	R 14 122 387	0,12%
	BAKERS TRANSPORT PTY LTD	R 12 626 762	R 12 626 762	0,11%
	PREFERENT EMPLOYEES: POST-RETIREMENT MEDICAL AID LIABILITY FOR CURRENT EMPLOYE	R 12 596 000	R 12 596 000	0,11%
	ACCURAL FOR TRADE PAYABLES	R 12 258 528	R 12 258 528	0,10%
	FINANCIAL SECTOR CONDUCT AUTHORITY	R 12 000 000	R 12 000 000	0,10%
	ALCONOP PTY LTD	R 10 019 026	R 10 019 026	0,08%
	PREFERENT EMPLOYEES: POST-RETIREMENT GRATUITY FOR CURRENT EMPLOYEES	R 9 874 000	R 9 874 000	0,08%
	WACOM PTY LTD	R 8 728 362	R 8 728 362	0,07%
	KGATELOPELE LIME NORTHERN CAPE LTD	R 8 656 536	R 8 656 536	0,07%
	TRANSNET LIMITED	R 8 405 592	R 8 405 592	0,07%
	OTHER PROVISIONS	R 8 073 891	R 8 073 891	0,07%
	THE PUMPSWITH CC	R 7 874 590	R 7 874 590	0,07%
	KWS CARRIERS (PTY) LTD	R 7 471 968	R 7 471 968	0,06%
	MASITHUTHUKISANE Trust	R 7 340 830	R 7 340 830	0,06%
	COASTAL FARMERS CO-OP LTD	R 6 952 782	R 6 952 782	0,06%
	UNTRANS SUPPLY CHAIN	R 6 717 537	R 6 717 537	0,06%
	CUSTOM BULK BAGS (PTY) LTD	R 6 447 060	R 6 447 060	0,05%
	UNTRANS FREIGHT (PTY) LTD	R 6 019 593	R 6 019 593	0,05%
	CBA FREIGHT PTY LTD	R 5 190 850	R 5 190 850	0,04%
	CUBICON SALES (PTY) LTD	R 4 729 939	R 4 729 939	0,04%
	STANDARD BANK OF SA LIMITED- Guarantee fee that's being disputed	R 4 127 397	R 4 127 397	0,03%
	TURBINE GENERATOR SERVICES (PTY) LT	R 4 079 587	R 4 079 587	0,03%
	SKM ENGINEERING HYDRAULICS	R 3 931 224	R 3 931 224	0,03%
	CHIEP SA (PTY) LTD	R 3 708 704	R 3 708 704	0,03%
	BP SOUTH AFRICA (PTY) LTD	R 3 689 588	R 3 689 588	0,03%
	CHEMICAL & INDUSTRIAL MARKETING	R 3 463 257	R 3 463 257	0,03%
	BABCOCK NTUTHUKO ENGINEERING PTY	R 3 368 981	R 3 368 981	0,03%
	SUCROTECH (PTY) LTD	R 3 242 927	R 3 242 927	0,03%
	WALVIS BAY SALT REFINERS (PTY) LTD	R 3 200 172	R 3 200 172	0,03%
	MACSTEEL FLUID CONTROL	R 3 168 093	R 3 168 093	0,03%
	KPMG INC - DURBAN	R 3 086 667	R 3 086 667	0,03%
	PRESTIGE CLEANING SERVICES (PTY) LT	R 3 069 262	R 3 069 262	0,03%
	S A HOSE & BELTING CC	R 3 008 281	R 3 008 281	0,03%
	MULTISERVICE ENGINEERING	R 3 007 452	R 3 007 452	0,03%
	DEPARTMENT WATER AFFAIRS	R 2 939 901	R 2 939 901	0,02%
	MONTIDOX PTY LTD	R 2 914 529	R 2 914 529	0,02%
	KINETIX TECHNOLOGY SOLUTIONS PTY LT	R 2 744 681	R 2 744 681	0,02%
	AFROX LIMITED	R 2 719 094	R 2 719 094	0,02%
	LOCOMOTIVE ENGINES & GENERAL ENGINE	R 2 519 570	R 2 519 570	0,02%
	SPAR KWAZULU NATAL	R 2 488 710	R 2 488 710	0,02%
	BEARINGMAN-GROUP	R 2 456 453	R 2 456 453	0,02%
	UNITY PAPER SALES (PTY)LTD	R 2 420 313	R 2 420 313	0,02%
	ELANCO ANIMAL HEALTH PTY LTD	R 2 327 336	R 2 327 336	0,02%
	CAMDILLS TRUCKING (PTY) LTD	R 2 306 869	R 2 306 869	0,02%
	MILLICHEM PTY LTD	R 2 301 215	R 2 301 215	0,02%
	NAMPAP PRODUCT LTD	R 2 288 769	R 2 288 769	0,02%
	L&B Bloemfontein	R 2 142 606	R 2 142 606	0,02%
	HENRO TECHNOLOGY INVESTMENTS(PTY)LT	R 2 002 090	R 2 002 090	0,02%



TongaatHulett®

- Delivered by Email To:**
- All known Affected Persons of Tongaat Hulett Limited (in business rescue)
 - Companies and Intellectual Property Commission
- Displayed:**
- Registered office and principal place of business of the Company
- Published:**
- On the website maintained by the Company and accessible to Affected Persons
 - Availability recorded in an announcement to shareholders on the Stock Exchange News Service (SENS), released after distribution.
-

April 2024

REPORT ON THE STATUS OF THE BUSINESS RESCUE PROCEEDINGS OF TONGAAT HULETT LIMITED (IN BUSINESS RESCUE) ("COMPANY" OR "THL")

1. GENERAL

- 1.1. In accordance with section 132(3)(a) and section 132(3)(b) of the Companies Act 71 of 2008, as amended ("**Companies Act**"), when the business rescue proceedings of a company have not concluded within 3 months of the date on which they started, a business rescue practitioner is required to -
- 1.1.1. prepare a report on the progress of the business rescue, and update it at the end of each subsequent month until the end of the business rescue proceedings; and
- 1.1.2. deliver the report and each update to each affected person and to the Companies and Intellectual Property Commission ("**CIPC**").
- 1.2. In compliance with the sections referred to in paragraph 1.1 above, we hereby provide you with the sixteenth report, being the April 2024 report, on the status of the Company's business rescue proceedings.

2. **BUSINESS RESCUE UPDATES**

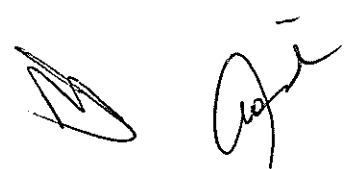
The following matters have occurred or remain relevant since the distribution and publication of the Company's March 2024 business rescue status update report ("**March Report**"):

2.1. **Implementation of the Adopted Amended Business Rescue Plan**

- 2.1.1. The business rescue practitioners ("**BRPs**") continue to advance the preparatory steps for the implementation of the Adopted and Amended Business Rescue Plan ("**the Plan**") for THL as approved and adopted by the requisite majority of creditors on Thursday 11 January 2024 in accordance with section 151 of the Companies Act.
- 2.1.2. The Vision parties ("**Vision**"), the IDC, management of the Company and the BRPs, ("**the Parties**") are continuing to take the necessary steps to satisfy all conditions on which the Plan is contingent, aimed at ensuring the successful implementation of the Plan. Preparation for the required regulatory processes and approvals is underway and nearing finality.
- 2.1.3. To give effect to the recapitalisation contemplated in the Plan, a suitable subscription agreement is nearing finalisation.
- 2.1.4. Vision is cooperating fully with the BRPs as well as the executive management of the Company to bring implementation of the transaction to a close as soon as possible. There is a core team focused on satisfying all conditions on which the Plan is contingent and ensuring the implementation of the underlying transaction.
- 2.1.5. The IDC's existing Post Commencement Finance facility has been extended to 21 August 2024. This extension will assist with the funding of the business operations pending the implementation of the Plan and/or an alternative funding arrangement is concluded. Further updates will be provided on this progress in future reports.

2.2. **Business Rescue Proceedings of other Tongaat Hulett Group Entities**

- 2.2.1. The approved and adopted business rescue plan for Tongaat Hulett Developments Proprietary Limited ("**THD**") as published on Friday, 19 May 2023 continues to be implemented.



- 2.2.2. The BRPs also continue to advance the preparatory steps for the implementation of the Adopted and Amended Business Rescue Plans of both Tongaat Hulett Sugar South Africa Proprietary Limited (in business rescue) ("**THSSA**") and Voermol Feeds Proprietary Limited (in business rescue) ("**Voermol**") as approved and adopted by the requisite majority of creditors on Wednesday 31 January 2024 in accordance with section 151 of the Companies Act.
- 2.2.3. Separate monthly status update reports are provided for THD, THSSA and Voermol, which reports are uploaded and made accessible to Affected Persons on the Company's website at: <http://www.tongaat.com>, under the 'Business Rescue' tab.

2.3. Litigation Matters

- 2.3.1. **Declarator Application:** As creditors will be aware, Vahed J ruled against THL and the BRPs in respect of its application for declaratory relief under case number D4472/23 (see notice to affected persons dated 5 December 2023). THL and the BRPs applied for leave to appeal Vahed J's judgement, which application was heard by Vahed J on 20 March 2024. Judgement was reserved, and the parties await the outcome of the application for leave to appeal.
- 2.3.2. **Powertrans Application:** Creditors are referred to the notice to affected persons dated 11 April 2024 for full details of the application brought by Mohini Singari Naidoo trading as Powertrans Sales & Services ("**Powertrans**") under case number D3902/2024, against, *inter alios*, the Company, the BRPs and the Vision Parties to, *inter alia*, declare the Plan unlawful and set it aside. The Company, the BRPs and Vision have opposed this application, and are in the process of preparing their answering papers.

2.4. Creditor Claims

- 2.4.1. Creditors are reminded to review their claims as they are reflected in 'Annexure A' of the Plan, which reflects all claims in accordance with the Company's records. In the event that any Creditor identifies any discrepancies between its submitted claim and the claim amount recorded by the Company, please do not hesitate to contact us on: BR@tongaat.com.



2.4.2. Take note that the Plan provides a process for Creditors to deal with any remaining disputes related to claims, and Creditors who dispute their claims reflected in the Plan, will be at liberty to follow such process, if they so wish.

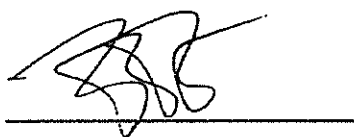
3. CLOSING REMARKS

3.1. It remains our view that the Company stands a reasonable prospect of being rescued, as contemplated in section 128(1)(h) of the Companies Act, in a manner that will balance the rights and interests of all Affected Persons.

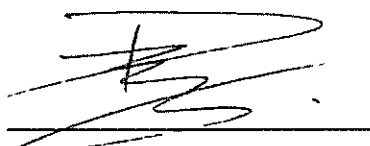
3.2. Affected Persons are reminded that all notices and documents regarding the business rescue proceedings of the Company that have been and/or will be circulated to all known Affected Persons are or will be published and made available to all Affected Persons on the Company's website at: www.tongaat.com, under the 'Business Rescue' tab.

3.3. If you have any queries, they may be directed to the business rescue email address at: BR@tongaat.com.

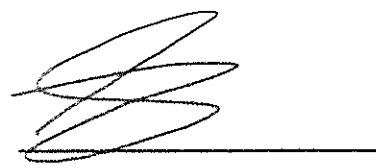
Yours faithfully,



TJ Murgatroyd



PF van den Steen



GC Albertyn

The Joint Business Rescue Practitioners of Tongaat Hulett Limited (in business rescue)



Companies and Intellectual Property Commission
Republic of South Africa

Form CoR 125.1

About this Form

- This form is issued in terms of section 132 and 141 of the companies Act, 2008, and Regulation 125 of the Companies Regulations, 2011.
- This Notice and the attached report must be published to every affected person, and to-
 - a) The Commission, if the business rescue proceedings were started by the company; or
 - b) The court, if the proceedings were ordered by the court.
- A report and Notice must be issued at the end of the first three months of the business rescue proceedings, and at regular monthly intervals after that

**Contacting the
Commission**

The Companies and Intellectual
Property Commission of South
Africa

Postal Address
PO Box 429
Pretoria
0001
Republic of South Africa
Tel: 086 100 2472

www.cipc.co.za

Business Rescue Status Report

Date: April 2024

Customer Code: WERKMP

Concerning

(Name and Registration Number of Company)

Name: Tongaat Hulett Limited

Registration No: 1892/000610/06

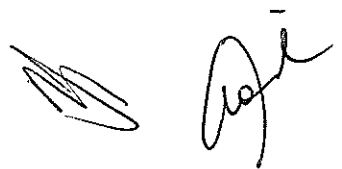
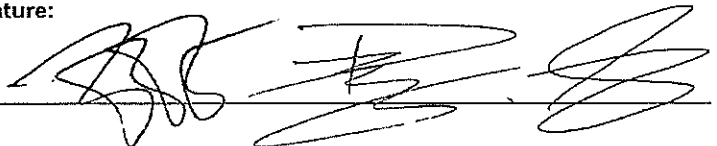
The above named company commenced business rescue proceedings on
27 October 2022

Because the business rescue proceedings have not concluded within three months, the appointed business rescue practitioner provides the attached report in terms of section 132 (3).

Name and Title of person signing on behalf of the Practitioner:

TJ Murgatroyd, PF van den Steen & GC Albertyn
Joint Business Rescue Practitioners

Authorised Signature:





TongaatHulett[®]

- Delivered by Email To:**
- All known Affected Persons of Tongaat Hulett Limited (in business rescue)
 - Companies and Intellectual Property Commission
- Displayed:**
- Registered office and principal place of business of the Company
- Published:**
- On the website maintained by the Company and accessible to Affected Persons
 - Availability recorded in an announcement to shareholders on the Stock Exchange News Service (SENS), released after distribution.
-

May 2024

REPORT ON THE STATUS OF THE BUSINESS RESCUE PROCEEDINGS OF TONGAAT HULETT LIMITED (IN BUSINESS RESCUE) ("COMPANY" OR "THL")

1. GENERAL

- 1.1. In accordance with section 132(3)(a) and section 132(3)(b) of the Companies Act 71 of 2008, as amended ("**Companies Act**"), when the business rescue proceedings of a company have not concluded within 3 months of the date on which they started, a business rescue practitioner is required to -
- 1.1.1. prepare a report on the progress of the business rescue, and update it at the end of each subsequent month until the end of the business rescue proceedings; and
- 1.1.2. deliver the report and each update to each affected person and to the Companies and Intellectual Property Commission ("**CIPC**").
- 1.2. In compliance with the sections referred to in paragraph 1.1 above, we hereby provide you with the seventeenth report, being the May 2024 report, on the status of the Company's business rescue proceedings.

2. **BUSINESS RESCUE UPDATES**

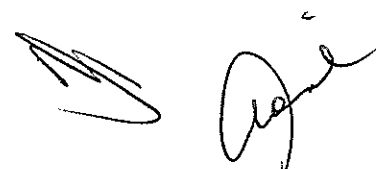
The following matters have occurred or remain relevant since the distribution and publication of the Company's April 2024 business rescue status update report ("**April Report**"):

2.1. **Implementation of the Adopted Amended Business Rescue Plan**

- 2.1.1. The business rescue practitioners ("**BRPs**") continue to advance the preparatory steps for the implementation of the Adopted and Amended Business Rescue Plan ("**the Plan**") for THL as approved and adopted by the requisite majority of creditors on Thursday 11 January 2024 in accordance with section 151 of the Companies Act.
- 2.1.2. The Vision parties ("**Vision**"), the IDC, management of the Company and the BRPs, ("**the Parties**") are continuing to take the necessary steps to satisfy all conditions on which the Plan is contingent, aimed at ensuring the successful implementation of the Plan. Preparation for and submissions to the required regulatory processes and approvals is continuing and nearing finality.
- 2.1.3. Substantial progress has been made with regard to the implementation of the Plan and the Vision transaction. To give effect to the recapitalisation contemplated in the Plan, the submission to the Competition Commission in South Africa was filed on 14 May 2024 and the subscription agreement was signed on the 16 May 2024.
- 2.1.4. As detailed in the April report, the IDC's existing Post Commencement Finance facility has been extended to 21 August 2024.
- 2.1.5. Vision continues to cooperate fully with the BRPs and executive management of the Company to bring implementation of the transaction to a close as soon as possible. There is a core team focused on satisfying the conditions on which the Plan is contingent and ensuring the implementation of the underlying transaction.

2.2. **Business Rescue Proceedings of other Tongaat Hulett Group Entities**

- 2.2.1. The approved and adopted business rescue plan for Tongaat Hulett Developments Proprietary Limited ("**THD**") as published on Friday, 19 May 2023 continues to be



implemented.

- 2.2.2. The BRPs also continue to advance the preparatory steps for the implementation of the Adopted and Amended Business Rescue Plans of both Tongaat Hulett Sugar South Africa Proprietary Limited (in business rescue) ("**THSSA**") and Voermol Feeds Proprietary Limited (in business rescue) ("**Voermol**") as approved and adopted by the requisite majority of creditors on Wednesday 31 January 2024 in accordance with section 151 of the Companies Act.
- 2.2.3. Separate monthly status update reports are provided for THD, THSSA and Voermol, which reports are uploaded and made accessible to Affected Persons on the Company's website at: <http://www.tongaat.com>, under the 'Business Rescue' tab.

2.3. Litigation Matters

- 2.3.1. **Declarator Application:** Vahed J ruled against THL and the BRPs in respect of THL's application for declaratory relief under case number D4472/23 (see notice to affected persons dated 5 December 2023). THL and the BRPs applied for leave to appeal the judgement, which application was heard on 20 March 2024 and on 6 May 2024 Vahed J refused the leave to appeal with costs. On 6 June 2024, the Company and the BRPs lodged a Petition for leave to appeal the judgment of Vahed J in the Supreme Court of Appeal in Bloemfontein ("**the Petition**"). Full details of the Petition are set out in the BRPs' notice to Affected Persons dated 3 June 2024, and a copy of the Petition is available for download at <https://www.tongaat.com/business-rescue/>.
- 2.3.2. **Powertrans Application:** With regard to the application brought by Mohini Singari Naidoo trading as Powertrans Sales & Services ("**Powertrans**") under case number D3902/2024 (see notice to affected persons dated 11 April 2024) to declare the Plan unlawful and set the Plan aside, the Company and the BRPs have opposed this application, and served their answering affidavit on 20 May 2024. The Vision parties have also opposed the application and filed their answering affidavit. Powertrans had 10 Court Days thereafter to file their replying affidavit(s), which time has lapsed. On filing their replying affidavit(s), Powertrans will be required to apply for condonation for the late filing thereof. A hearing date for this application has not been allocated at this stage.



2.4. Creditor Claims

2.4.1. Creditors are reminded to review their claims as they are reflected in 'Annexure A' of the Plan, which reflects all claims in accordance with the Company's records. In the event that any Creditor identifies any discrepancies between its submitted claim and the claim amount recorded by the Company, please do not hesitate to contact us on: BR@tongaat.com.

2.4.2. Take note that the Plan provides a process for Creditors to deal with any remaining disputes related to claims, and Creditors who dispute their claims reflected in the Plan, will be at liberty to follow such process, if they so wish.

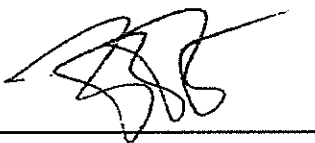
3. CLOSING REMARKS

3.1. It remains our view that the Company stands a reasonable prospect of being rescued, as contemplated in section 128(1)(h) of the Companies Act, in a manner that will balance the rights and interests of all Affected Persons.

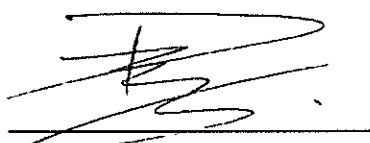
3.2. Affected Persons are reminded that all notices and documents regarding the business rescue proceedings of the Company that have been and/or will be circulated to all known Affected Persons are or will be published and made available to all Affected Persons on the Company's website at: www.tongaat.com, under the 'Business Rescue' tab.

3.3. If you have any queries, they may be directed to the business rescue email address at: BR@tongaat.com.

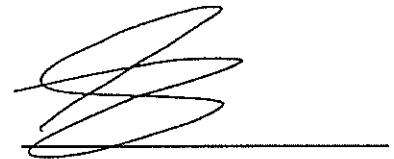
Yours faithfully,



TJ Murgatroyd



PF van den Steen



GC Albertyn

The Joint Business Rescue Practitioners of Tongaat Hulett Limited (in business rescue)



Companies and Intellectual Property Commission
Republic of South Africa

Form CoR 125.1

About this Form

- This form is issued in terms of section 132 and 141 of the companies Act, 2008, and Regulation 125 of the Companies Regulations, 2011.
- This Notice and the attached report must be published to every affected person, and to-
 - a) The Commission, if the business rescue proceedings were started by the company; or
 - b) The court, if the proceedings were ordered by the court.
- A report and Notice must be issued at the end of the first three months of the business rescue proceedings, and at regular monthly intervals after that

**Contacting the
Commission**

The Companies and Intellectual
Property Commission of South
Africa

Postal Address
PO Box 429
Pretoria
0001
Republic of South Africa
Tel: 086 100 2472

www.cipc.co.za

Business Rescue Status Report

Date: May 2024

Customer Code: WERKMP

Concerning

(Name and Registration Number of Company)

Name: Tongaat Hulett Limited

Registration No: 1892/000610/06

The above named company commenced business rescue proceedings on
27 October 2022

Because the business rescue proceedings have not concluded within three months, the appointed business rescue practitioner provides the attached report in terms of section 132 (3).

Name and Title of person signing on behalf of the Practitioner:

TJ Murgatroyd, PF van den Steen & GC Albertyn
Joint Business Rescue Practitioners

Authorised Signature:



TongaatHulett[®]

- Delivered by Email To:**
- All known Affected Persons of Tongaat Hulett Limited (in business rescue)
 - Companies and Intellectual Property Commission
- Displayed:**
- Registered office and principal place of business of the Company
- Published:**
- On the website maintained by the Company and accessible to Affected Persons
 - Availability recorded in an announcement to shareholders on the Stock Exchange News Service (SENS), released after distribution.
-

June 2024

REPORT ON THE STATUS OF THE BUSINESS RESCUE PROCEEDINGS OF TONGAAT HULETT LIMITED (IN BUSINESS RESCUE) ("COMPANY" OR "THL")

1. GENERAL

- 1.1. In accordance with section 132(3)(a) and section 132(3)(b) of the Companies Act 71 of 2008, as amended ("**Companies Act**"), when the business rescue proceedings of a company have not concluded within 3 months of the date on which they started, a business rescue practitioner is required to -
- 1.1.1. prepare a report on the progress of the business rescue, and update it at the end of each subsequent month until the end of the business rescue proceedings; and
- 1.1.2. deliver the report and each update to each affected person and to the Companies and Intellectual Property Commission ("**CIPC**").
- 1.2. In compliance with the sections referred to in paragraph 1.1 above, we hereby provide you with the eighteenth report, being the June 2024 report, on the status of the Company's business rescue proceedings.

2. **BUSINESS RESCUE UPDATES**

The following matters have occurred or remain relevant since the distribution and publication of the Company's May 2024 business rescue status update report ("**May Report**"):

2.1. **Implementation of the Adopted Amended Business Rescue Plan**

- 2.1.1. The business rescue practitioners ("**BRPs**") continue to advance the preparatory steps for the implementation of the Adopted and Amended Business Rescue Plan ("**the Plan**") for THL as approved and adopted by the requisite majority of creditors on Thursday 11 January 2024 in accordance with section 151 of the Companies Act.
- 2.1.2. The Vision parties ("**Vision**"), the IDC, management of the Company and the BRPs, ("**the Parties**") are continuing to take the necessary steps to satisfy all conditions on which the Plan is contingent, aimed at ensuring the successful implementation of the Plan. Preparation for and submissions to the required regulatory processes and approvals is continuing and nearing finality.
- 2.1.3. Substantial progress has been made with regard to the implementation of the Plan and the Vision transaction. To give effect to the recapitalisation contemplated in the Plan, the Competition Commission in South Africa has recommended that the transaction be approved by the Competition Tribunal. The outcome of the Competition Tribunal decision in this regard is expected imminently. The Botswana competition filing was submitted in late June, with the Zimbabwe and Mozambique filings expected to be submitted shortly.
- 2.1.4. A circular to shareholders, in relation to the share subscription (i.e. exchange of debt for shares) detailed in the Plan, is expected to be disseminated shortly.
- 2.1.5. As detailed in the April report, the IDC's existing Post Commencement Finance facility has been extended to 21 August 2024. The BRPs are in negotiations with the IDC for a further extension.
- 2.1.6. Vision continues to cooperate fully with the BRPs and executive management of the Company to bring implementation of the transaction to a close as soon as possible. There is a core team focused on satisfying the conditions on which the Plan is contingent and



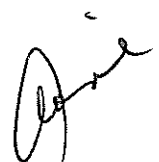
ensuring the implementation of the underlying transaction.

2.2. Business Rescue Proceedings of other Tongaat Hulett Group Entities

- 2.2.1. The approved and adopted business rescue plan for Tongaat Hulett Developments Proprietary Limited ("**THD**") as published on Friday, 19 May 2023 continues to be implemented.
- 2.2.2. The BRPs also continue to advance the preparatory steps for the implementation of the Adopted and Amended Business Rescue Plans of both Tongaat Hulett Sugar South Africa Proprietary Limited (in business rescue) ("**THSSA**") and Voermol Feeds Proprietary Limited (in business rescue) ("**Voermol**") as approved and adopted by the requisite majority of creditors on Wednesday 31 January 2024 in accordance with section 151 of the Companies Act.
- 2.2.3. Separate monthly status update reports are provided for THD, THSSA and Voermol, which reports are uploaded and made accessible to Affected Persons on the Company's website at: <http://www.tongaat.com>, under the 'Business Rescue' tab.

2.3. Litigation Matters

- 2.3.1. **Declarator Application:** Vahed J ruled against THL and the BRPs in respect of THL's application for declaratory relief under case number D4472/23 (see notice to affected persons dated 5 December 2023). THL and the BRPs applied for leave to appeal the judgement, which application was heard on 20 March 2024 and on 6 May 2024 Vahed J refused the leave to appeal with costs. On 6 June 2024, the Company and the BRPs lodged a Petition for leave to appeal the judgment of Vahed J in the Supreme Court of Appeal in Bloemfontein ("**the Petition**"). The respondents' answering affidavits in the Petition are due on 3 July 2024. Full details of the Petition are set out in the BRPs' notice to Affected Persons dated 3 June 2024, and a copy of the Petition is available for download at <https://www.tongaat.com/business-rescue/>.
- 2.3.2. **Powertrans Application:** With regard to the application brought by Mohini Singari Naidoo trading as Powertrans Sales & Services ("**Powertrans**") under case number D3902/2024



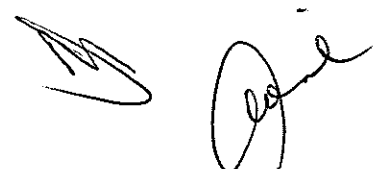
(see notice to affected persons dated 11 April 2024) to declare the Plan unlawful and set the Plan aside, the Company and the BRPs have opposed this application, and served their answering affidavit on 20 May 2024. The Vision parties have also opposed the application and filed their answering affidavit. Powertrans had 10 Court Days thereafter to file their replying affidavit(s), which time has lapsed. On filing their replying affidavit(s), Powertrans will be required to apply for condonation for the late filing thereof. In addition, Powertrans have sought discovery of numerous additional documents from both the Vision parties and the Company, which the Company considers to be nothing more than a fishing expedition, and many of the documents sought are not relevant to an adjudication of the application. Accordingly, both the Vision parties and the Company have refused to provide the additional documents. A hearing date for this application has not been allocated at this stage.

2.4. Creditor Claims

- 2.4.1. Creditors are reminded to review their claims as they are reflected in 'Annexure A' of the Plan, which reflects all claims in accordance with the Company's records. In the event that any Creditor identifies any discrepancies between its submitted claim and the claim amount recorded by the Company, please do not hesitate to contact us on: BR@tongaat.com.
- 2.4.2. Take note that the Plan provides a process for Creditors to deal with any remaining disputes related to claims, and Creditors who dispute their claims reflected in the Plan, will be at liberty to follow such process, if they so wish.

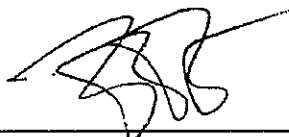
3. CLOSING REMARKS

- 3.1. It remains our view that the Company stands a reasonable prospect of being rescued, as contemplated in section 128(1)(h) of the Companies Act, in a manner that will balance the rights and interests of all Affected Persons.
- 3.2. Affected Persons are reminded that all notices and documents regarding the business rescue proceedings of the Company that have been and/or will be circulated to all known Affected Persons are or will be published and made available to all Affected Persons on the Company's website at: www.tongaat.com, under the 'Business Rescue' tab.

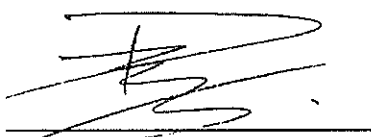


3.3. If you have any queries, they may be directed to the business rescue email address at:
BR@tongaat.com.

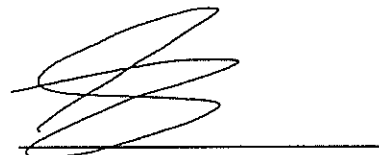
Yours faithfully,



TJ Murgatroyd

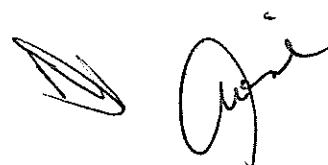


PF van den Steen



GC Albertyn

The Joint Business Rescue Practitioners of Tongaat Hulett Limited (in business rescue)



Companies and Intellectual Property Commission
Republic of South Africa

Form CoR 125.1

About this Form

- This form is issued in terms of section 132 and 141 of the companies Act, 2008, and Regulation 125 of the Companies Regulations, 2011.
- This Notice and the attached report must be published to every affected person, and to-
 - a) The Commission, if the business rescue proceedings were started by the company; or
 - b) The court, if the proceedings were ordered by the court.
- A report and Notice must be issued at the end of the first three months of the business rescue proceedings, and at regular monthly intervals after that

**Contacting the
Commission**

The Companies and Intellectual
Property Commission of South
Africa

Postal Address
PO Box 429
Pretoria
0001
Republic of South Africa
Tel: 086 100 2472

www.cipc.co.za

Business Rescue Status Report

Date: June 2024

Customer Code: WERKMP

Concerning

(Name and Registration Number of Company)

Name: Tongaat Hulett Limited

Registration No: 1892/000610/06

The above named company commenced business rescue proceedings on
27 October 2022

Because the business rescue proceedings have not concluded within three months, the appointed business rescue practitioner provides the attached report in terms of section 132 (3).

Name and Title of person signing on behalf of the Practitioner:

TJ Murgatroyd, PF van den Steen & GC Albertyn
Joint Business Rescue Practitioners

Authorised Signature:



TongaatHulett[®]

- Delivered by Email To:**
- All known Affected Persons of Tongaat Hulett Limited (in business rescue)
 - Companies and Intellectual Property Commission
- Displayed:**
- Registered office and principal place of business of the Company
- Published:**
- On the website maintained by the Company and accessible to Affected Persons
 - Availability recorded in an announcement to shareholders on the Stock Exchange News Service (SENS), released after distribution.
-

July 2024

REPORT ON THE STATUS OF THE BUSINESS RESCUE PROCEEDINGS OF TONGAAT HULETT LIMITED (IN BUSINESS RESCUE) ("COMPANY" OR "THL")

1. GENERAL

- 1.1. In accordance with section 132(3)(a) and section 132(3)(b) of the Companies Act 71 of 2008, as amended ("**Companies Act**"), when the business rescue proceedings of a company have not concluded within 3 months of the date on which they started, a business rescue practitioner is required to -
- 1.1.1. prepare a report on the progress of the business rescue, and update it at the end of each subsequent month until the end of the business rescue proceedings; and
- 1.1.2. deliver the report and each update to each affected person and to the Companies and Intellectual Property Commission ("**CIPC**").
- 1.2. In compliance with the sections referred to in paragraph 1.1 above, we hereby provide you with the nineteenth report, being the July 2024 report, on the status of the Company's business rescue proceedings.

2. **BUSINESS RESCUE UPDATES**

The following matters have occurred or remain relevant since the distribution and publication of the Company's June 2024 business rescue status update report ("**June Report**"):

2.1. **Implementation of the Adopted Amended Business Rescue Plan**

- 2.1.1. The business rescue practitioners ("**BRPs**") continue to advance the preparatory steps for the implementation of the Adopted and Amended Business Rescue Plan ("**the Plan**") for THL as approved and adopted by the requisite majority of creditors on Thursday 11 January 2024 in accordance with section 151 of the Companies Act.
- 2.1.2. The Vision parties ("**Vision**"), the IDC, management of the Company and the BRPs, ("**the Parties**") are continuing to take the necessary steps to satisfy all conditions on which the Plan is contingent, aimed at ensuring the successful implementation of the Plan. Preparation for and submissions to the required regulatory processes and approvals is continuing and nearing finality.
- 2.1.3. Substantial progress has been made with regard to the implementation of the Plan and the Vision transaction. To give effect to the recapitalisation contemplated in the Plan, the Competition Tribunal in South Africa approved the transaction on 24 July 2024. The Botswana competition filing was submitted in late June, with the Zimbabwe competition filing submitted in mid-July. The Mozambique competition filings expected to be submitted shortly with a pre-notification having been submitted to the authority.
- 2.1.4. A circular to shareholders, in relation to the share subscription (i.e. exchange of debt for shares) detailed in the Plan, was distributed on 10 July 2024 with the general meeting to be held on 8 August 2024.
- 2.1.5. As detailed in the April report, the IDC's existing Post Commencement Finance facility has been extended to 21 August 2024. The BRPs are in negotiations with the IDC for a further extension.
- 2.1.6. Vision continues to cooperate fully with the BRPs and executive management of the Company to bring implementation of the transaction to a close as soon as possible. There



is a core team focused on satisfying the conditions on which the Plan is contingent and ensuring the implementation of the underlying transaction.

2.2. Business Rescue Proceedings of other Tongaat Hulett Group Entities

- 2.2.1. The approved and adopted business rescue plan for Tongaat Hulett Developments Proprietary Limited ("**THD**") as published on Friday, 19 May 2023 continues to be implemented.
- 2.2.2. The BRPs also continue to advance the preparatory steps for the implementation of the Adopted and Amended Business Rescue Plans of both Tongaat Hulett Sugar South Africa Proprietary Limited (in business rescue) ("**THSSA**") and Voermol Feeds Proprietary Limited (in business rescue) ("**Voermol**") as approved and adopted by the requisite majority of creditors on Wednesday 31 January 2024 in accordance with section 151 of the Companies Act.
- 2.2.3. Separate monthly status update reports are provided for THD, THSSA and Voermol, which reports are uploaded and made accessible to Affected Persons on the Company's website at: <http://www.tongaat.com>, under the 'Business Rescue' tab.

2.3. Litigation Matters

- 2.3.1. **Declarator Application:** Following Vahed J's refusal to grant leave to appeal his judgement dated 5 December 2023, the Company and the BRPs Petitioned the Supreme Court of Appeal ("**SCA**") in Bloemfontein for leave to appeal the judgment of Vahed J. On 25 July 2024, the BRPs were granted leave to appeal by the SCA. The Company and the BRPs now have one calendar month to deliver their Notice of Appeal to the SCA. Full details of the SCA's Order are set out in the BRPs' notice to Affected Persons dated 1 August 2024, and a copy of the Order is available for download at <https://www.tongaat.com/business-rescue/>.
- 2.3.2. **Powertrans Application:** With regard to the application brought by Mohini Singari Naidoo trading as Powertrans Sales & Services ("**Powertrans**") under case number D3902/2024 (see notice to affected persons dated 11 April 2024) to declare the Plan unlawful and set the Plan aside, the Company and the BRPs have opposed this application, and served their



answering affidavit. Powertrans has delivered its replying affidavit. The Company and the BRPs are considering whether it is necessary to seek leave to deliver a fourth set to deal with new allegations in Powertrans' replying affidavit.

2.4. Creditor Claims

2.4.1. Creditors are reminded to review their claims as they are reflected in 'Annexure A' of the Plan, which reflects all claims in accordance with the Company's records. In the event that any Creditor identifies any discrepancies between its submitted claim and the claim amount recorded by the Company, please do not hesitate to contact us on: BR@tongaat.com.

2.4.2. Take note that the Plan provides a process for Creditors to deal with any remaining disputes related to claims, and Creditors who dispute their claims reflected in the Plan, will be at liberty to follow such process, if they so wish.

3. CLOSING REMARKS

3.1. It remains our view that the Company stands a reasonable prospect of being rescued, as contemplated in section 128(1)(h) of the Companies Act, in a manner that will balance the rights and interests of all Affected Persons.

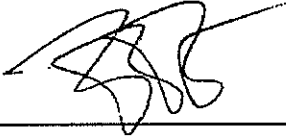
3.2. Affected Persons are reminded that all notices and documents regarding the business rescue proceedings of the Company that have been and/or will be circulated to all known Affected Persons are or will be published and made available to all Affected Persons on the Company's website at: www.tongaat.com, under the 'Business Rescue' tab.

3.3. If you have any queries, they may be directed to the business rescue email address at:

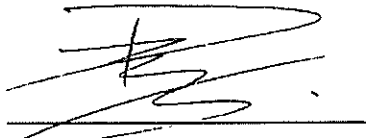


BR@tongaat.com.

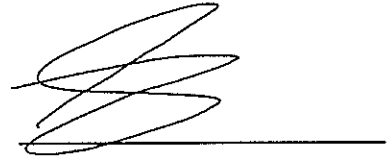
Yours faithfully,



TJ Murgatroyd

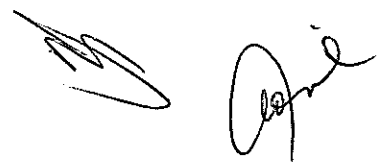


PF van den Steen



GC Albertyn

The Joint Business Rescue Practitioners of Tongaat Hulett Limited (in business rescue)



Companies and Intellectual Property Commission
Republic of South Africa

Form CoR 125.1

About this Form

- This form is issued in terms of section 132 and 141 of the companies Act, 2008, and Regulation 125 of the Companies Regulations, 2011.
- This Notice and the attached report must be published to every affected person, and to-
 - a) The Commission, if the business rescue proceedings were started by the company; or
 - b) The court, if the proceedings were ordered by the court.
- A report and Notice must be issued at the end of the first three months of the business rescue proceedings, and at regular monthly intervals after that

**Contacting the
Commission**

The Companies and Intellectual
Property Commission of South
Africa

Postal Address
PO Box 429
Pretoria
0001
Republic of South Africa
Tel: 086 100 2472

www.cipc.co.za

Business Rescue Status Report

Date: July 2024

Customer Code: WERKMP

Concerning

(Name and Registration Number of Company)

Name: Tongaat Hulett Limited

Registration No: 1892/000610/06

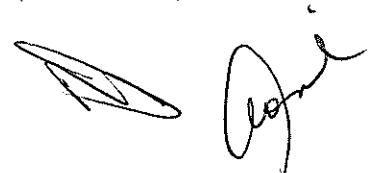
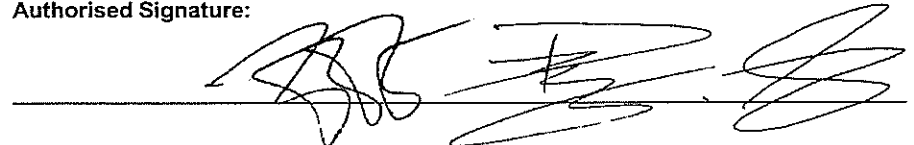
The above named company commenced business rescue proceedings on
27 October 2022

Because the business rescue proceedings have not concluded within three months, the appointed business rescue practitioner provides the attached report in terms of section 132 (3).

Name and Title of person signing on behalf of the Practitioner:

TJ Murgatroyd, PF van den Steen & GC Albertyn
Joint Business Rescue Practitioners

Authorised Signature:



"MAR19"

THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION

The definitions and interpretations commencing on page 6 of this Circular apply throughout this Circular, including this front cover.

Action required by Shareholders:

This Circular is important and should be read in its entirety, with particular attention to be given to the section entitled: "*Action required by Shareholders*" commencing on page 2 of this Circular, which sets out the detailed actions required of Shareholders in respect of the matters dealt with in this Circular.

If you are in any doubt as to what action you should take in relation to this Circular, please consult your CSDP, Broker, agent, banker, accountant, attorney or other professional advisor immediately.

If you have disposed of all your Shares, this Circular should be handed to the purchaser of such Shares or to the CSDP, Broker or other agent through whom such disposal was effected.

THL does not accept responsibility, and will not be held liable, under any applicable law, regulation or otherwise, for any action of, or omission by, any CSDP, Broker or other service provider to, or other agent of, any beneficial owner of Shares including, without limitation, any failure on the part of the CSDP, Broker or other service provider to, or agent of, any beneficial owner of Shares to notify such beneficial owner of the General Meeting or of the matters set out in this Circular.

This Circular does not constitute or form part of any offer, or invitation for or solicitation of any offer, to purchase, otherwise acquire, subscribe for, sell, otherwise dispose of, or issue, any security in any jurisdiction, nor shall it or any part of it form the basis of, or be relied on in connection with, any agreement or commitment whatsoever in any jurisdiction.



Est. 1892

TongaatHulett®

Tongaat Hulett Limited

(Incorporated in South Africa)

(Registration Number: 1892/000610/06)

ISIN: ZAE000096541 JSE share code: TON

("THL" or the "Company")

CIRCULAR TO SHAREHOLDERS

seeking the approvals which the Company requires from Shareholders to enable it to proceed with the Equity Subscription, including, *inter alia*, the proposed:

- authorisation to issue additional Shares for the purpose of implementing the Equity Subscription considering that the voting power of such Shares, upon issue, will exceed 30% of the voting power of the Shares currently in issue and in order to issue Shares under the Equity Subscription contemplated in sections 41(1) and 41(3) of the Companies Act;
- the specific issue of in aggregate 4 864 887 494 shares to Vision Investments allowing the implementation of the Equity Subscription;

and incorporating:

- a notice convening a General Meeting of Shareholders; and
- a Form of Proxy (blue) in respect of the General Meeting (to be completed by Certificated Shareholders and Own-Name Dematerialised Shareholders only).

Business Rescue
Practitioners



Corporate Advisor
to THL



JSE Sponsor
to THL



Financial Advisor to
Vision Investments



Legal Advisor to THL



Corporate Advisor to Vision Investments Legal Advisor to Vision Investments



Date of issue: **Wednesday, 10 July 2024**

This Circular is available in English only. This Circular will be available electronically on the THL website (<https://www.tongaat.com>) from the date of issue of this Circular up to and including **Thursday, 8 August 2024** (both days inclusive).

IMPORTANT INFORMATION, DISCLAIMERS AND FORWARD-LOOKING STATEMENTS

The definitions and interpretations commencing on page 6 of this Circular apply to this section.

GENERAL

This Circular does not constitute or form part of any offer, or invitation for or solicitation of any offer, to purchase, otherwise acquire, subscribe for, sell, otherwise dispose of, or issue, any security in any jurisdiction, nor shall it or any part of it form the basis of, or be relied on in connection with, any agreement or commitment whatsoever in any jurisdiction (including, without limitation, South Africa, Australia, Canada, Japan, the United Kingdom, the United States of America, its territories and possessions, any state of the United States and the District of Columbia ("**United States**") or any member state of the European Economic Area).

The Equity Subscription referred to in this Circular will be made in accordance with the applicable South African laws and regulations. The Circular will only be addressed to Persons to whom it may lawfully be made.

This Circular is not for distribution, directly or indirectly, in or into any jurisdiction outside of South Africa (including, without limitation, Australia, Canada, Japan, the United Kingdom, the United States or any member state of the European Economic Area) if such distribution is restricted or prohibited by, or would constitute a violation of, the relevant laws or regulations of such jurisdiction. If the distribution of this Circular and any accompanying documentation in or into any jurisdiction outside of South Africa is restricted or prohibited by, or would constitute a violation of, the laws or regulations of any such jurisdiction, this Circular is deemed to have been sent for information purposes only and should not be copied or redistributed.

The information contained in this Circular constitutes factual information as contemplated in section 1(3)(a) of the Financial Advisory and Intermediary Services Act No. 37 of 2002, as amended, and should not be construed as an express or implied recommendation, guide or proposal that the Vision Transaction and Equity Subscription or the present or future business or investments of THL is appropriate to the particular investment objectives, financial situations or needs of any Shareholder or prospective investor, and nothing in this Circular should be construed as constituting the canvassing for, or marketing or advertising of, financial services in South Africa.

DATE OF INFORMATION PROVIDED

Unless the context clearly indicates otherwise, all information in this Circular is provided as at the Last Practicable Date.



CORPORATE INFORMATION AND ADVISORS

Registered Office

Tongaat Hulett Limited
(Registration number: 1892/000610/06)
Amanzimnyama Hill Road, Tongaat,
KwaZulu-Natal,
South Africa
(PO Box 3, Tongaat, KwaZulu-Natal,
4400, South Africa)

Place of incorporation

South Africa

Date of incorporation

7 September 1892

Website: www.tongaat.com

Investor Enquiries

Michelle Jean-Louis Tel: +27 32 439 4000
E-mail: investor.relations@tongaat.com

Legal Advisor to Vision Investments

Stein Scop Attorneys Inc.
(Registration Number: 2015/306625/21)
Second Floor, Capital Hill, 6 Benmore Rd,
Morningside, Sandton, 2057
Johannesburg, South Africa

Corporate Advisor to Vision Investments

Valorem Capital Limited
(Registration number: 11370741)
6 The Drive, Cobham, KT11 2JQ
United Kingdom

Financial Advisor to Vision Investments

The Standard Bank of South Africa Limited
(Registration Number 1962/000738/06)
30 Baker Street
Rosebank, 2196
Johannesburg, South Africa

Company Secretary

JJ van Rooyen B.Proc, MBA
Amanzimnyama Hill Road, Tongaat,
KwaZulu-Natal, South Africa
(PO Box 3, Tongaat, KwaZulu-Natal,
4400, South Africa)
E-mail: johann.vanrooyen@tongaat.com

Corporate Advisor to THL

BSM Advisory Proprietary Limited
(Registration Number: 2019/457342/07)
22 Kildoon Road
Bryanston
Gauteng
2191

Legal Advisor to THL

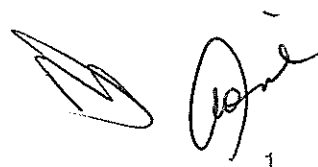
Werksmans Incorporated
Werksmans Attorneys
(Registration number: 1990/007215/21)
The Central, 96 Rivonia Rd, Dennehof, Sandton, 2196
Johannesburg, South Africa

Sponsor to THL

PSG Capital Proprietary Limited
(Registration Number 2006/015817/07)
1st Floor, Ou Kollege
35 Kerk Street
Stellenbosch, 7600
(PO Box 7403, Stellenbosch 7599)
and
Suite 1105, 11th Floor Sandton Eye Building
126 West Street
Sandton, 2196

Business Rescue Practitioners

Metis Strategic Advisors
Registration Number 2015/220685/07
22 Kildoon Road
Bryanston
Gauteng
2191



ACTION REQUIRED BY SHAREHOLDERS

The definitions and interpretations commencing on page 6 of this Circular apply to this section.

This Circular is important and requires your immediate attention.

If you are in any doubt as to what action to take, please consult your CSDP, Broker, agent, banker, accountant, attorney or other professional advisor immediately.

If you have disposed of all your Shares, this Circular should be handed to the purchaser of such Shares or to the CSDP, Broker or other agent through whom such disposal was effected.

Shareholders are requested to take note of the following information regarding the actions required by them in connection with this Circular.

1. General Meeting

Shareholders are invited to speak and vote at, and participate in, a General Meeting, convened in terms of the Notice of General Meeting (which is attached to, and forms part of, this Circular) for purposes of considering and, if deemed fit, adopting, with or without modification, the resolutions set out in the Notice of General Meeting.

The General Meeting will be held at at 10:00 on Thursday, 8 August 2024 and will be conducted entirely by electronic communication, as contemplated in the MOI and in section 63(2)(a) of the Companies Act. Shareholders will accordingly only be able to access, and speak and vote at, and participate in, the General Meeting electronically via an electronic facility. Further details on the steps which need to be taken in order to access the electronic facility are provided in the Notice of General Meeting.

2. Voting and attendance at the General Meeting

2.1 Dematerialised Shareholders other than Own-Name Dematerialised Shareholders

If you have Dematerialised your Shares without "own name" registration, then the following is relevant to you in connection with the General Meeting:

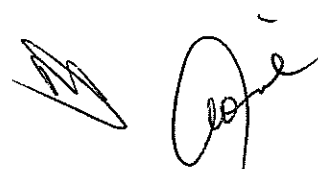
Voting at the General Meeting

- Your CSDP or Broker should contact you to ascertain how you wish to cast your vote (or to ascertain whether you wish to abstain from casting your vote) at the General Meeting, and thereafter cast your vote (or abstain from casting your vote) in accordance with your instructions.
- If you have not been contacted by your CSDP or Broker, it is advisable that you contact your CSDP or Broker and furnish it with your voting instructions.
- If your CSDP or Broker does not obtain voting instructions from you, it should vote in accordance with the instructions contained in the mandate agreement between you and your CSDP or Broker.
- You must **NOT** complete the attached Form of Proxy (*blue*).

Attendance and representation at the General Meeting

In accordance with the mandate agreement between you and your CSDP or Broker, you must advise your CSDP or Broker if you wish to speak and vote at, and participate in, the General Meeting yourself or through a representative. If you do so, your CSDP or Broker should issue the necessary letter of representation to you or your representative to speak and vote at, and participate in, the General Meeting. In order to speak and vote at, and participate in, the General Meeting, you or your representative will additionally need to take the steps required in order to access the electronic facility, as provided in the Notice of General Meeting.

THL does not accept responsibility, and will not be held liable, under any applicable law, regulation or otherwise, for any action of, or omission by, any CSDP, Broker or other service provider to, or agent of, any beneficial owner of Shares, including, without limitation, any failure on the part of the CSDP, Broker or other service provider to, or agent of, any beneficial owner of Shares to notify such beneficial owner of the General Meeting or of the matters set out in this Circular.



2.2 Own-Name Dematerialised Shareholders and Certificated Shareholders

If you are a Certificated Shareholder or an Own-Name Dematerialised Shareholder, then the following actions are relevant to you in connection with the General Meeting:

Voting, attendance and representation at the General Meeting

- You may speak and vote at, and participate in, the General Meeting yourself or through a representative by registering to do so in the manner provided in the "Electronic Participation" section in the Notice of General Meeting.
- Alternatively, you may appoint one or more proxies to represent you at the General Meeting by completing the attached Form of Proxy (*blue*) in accordance with the instructions contained therein. In order for your proxy to speak and vote at, and participate in, the General Meeting, your proxy will additionally need to take the steps required in order to access the electronic facility, as provided in the "Electronic Participation" section in the Notice of General Meeting. A proxy need not be a Shareholder. For the purpose of effective administration, it is requested that the Form of Proxy (*blue*) be lodged with, emailed to or posted to the Transfer Secretaries, to the addresses provided below, so as to reach the Transfer Secretaries at or before **10:00 on Tuesday, 6 August 2024**:

Hand deliveries to:

Computershare Investor Services
Proprietary Limited
Rosebank Towers, 15 Biermann Avenue,
Rosebank, Johannesburg, 2196,
South Africa

Postal deliveries to:

Computershare Investor Services
Proprietary Limited
Private Bag X9000, Saxonwold,
Johannesburg, 2132, South Africa

Email deliveries to:

proxy@computershare.co.za

If you do not lodge, email or post the Form of Proxy (*blue*) so as to reach the Transfer Secretaries at or before **10:00 on Tuesday, 6 August 2024**, you will nevertheless be entitled to email the Form of Proxy (*blue*) to the Transfer Secretaries at proxy@computershare.co.za so as to reach them prior to the time of commencement of the General Meeting.

3. Identification of Shareholders and proxies and representatives

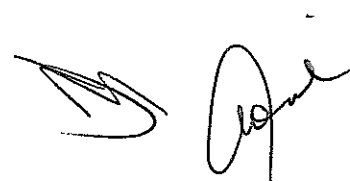
In terms of section 63(1) of the Companies Act, before any person may speak or vote at, or participate in, the General Meeting, that Person must present reasonably satisfactory identification, and the person presiding at the General Meeting must be reasonably satisfied that the right of the person to speak and vote at, and participate in, the General Meeting, either as a Shareholder, or as a proxy or a representative for a Shareholder, has been reasonably verified. Acceptable forms of identification include a valid green barcoded or smart card identification document issued by the South African Department of Home Affairs, a South African driver's licence or a valid passport. A Shareholder or its proxy or representative must electronically provide the necessary proof of its identification in accordance with the relevant provisions of the Notice of General Meeting before such person will be entitled to speak and vote at, and participate in, the General Meeting. If the Shareholder is not an individual, the necessary proof of identification of the representative (such as her/his valid green barcoded, or smart card identification document issued by the South African Department of Home Affairs, South African driver's licence or valid passport) must be accompanied by a copy of a resolution by the relevant entity which sets out that the representative is authorised to represent the relevant entity at the General Meeting.



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FORM OF PROXY	Attached



IMPORTANT DATES AND TIMES

The definitions and interpretations commencing on page 6 of this Circular apply to this section.

2024

Record date to determine which Shareholders are entitled to receive the Circular incorporating the Notice of General Meeting	Friday, 5 July
Announcement advising of the posting of this Circular and giving the date and place of the General Meeting released on SENS on	Wednesday, 10 July
Circular and Notice of General Meeting posted to Shareholders on	Wednesday, 10 July
Last date to trade	Tuesday, 30 July
Record date to participate in and vote at the General Meeting	Friday, 2 August
Last day to lodge forms of proxy for the General Meeting by 10:00, for administrative purposes only, on	Tuesday, 6 August
General Meeting held at 10:00 on	Thursday, 8 August
Results of the General Meeting released on SENS on	Thursday, 8 August

Notes:

1. All dates and times above and elsewhere in this Circular are South African Standard Time.
2. The above dates and times are subject to amendments. Any material amendments will be released on SENS.
3. If the General Meeting is adjourned or postponed, Forms of Proxy (*blue*) submitted for the General Meeting will remain valid in respect of the resumption of the adjourned meeting, and the recommencement of the postponed meeting.



DEFINITIONS AND INTERPRETATIONS

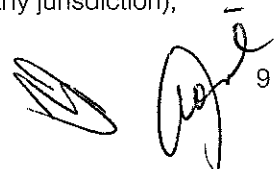
In this Circular (including the Notice of General Meeting and Form of Proxy) (*blue*), unless otherwise stated or the context indicates otherwise: (i) the words or expressions in the first column below shall have the meaning assigned to them in the second column; (ii) a reference to the singular shall include the plural and *vice versa*; (iii) a word or an expression which denotes one gender includes all other genders; (iv) a natural person includes a juristic person and *vice versa*; and (v) cognate words and expressions shall bear corresponding meanings:

"Almoiz"	means Almoiz NA Holdings Limited, a private limited liability company incorporated in accordance with the laws of the United Arab Emirates, with registration number 67410836;
"Almoiz SA"	means Almoiz SA Industries Proprietary Limited, a private limited liability company incorporated in accordance with the laws of South Africa, with registration number 2023/178806/07, and a wholly owned subsidiary of the Almoiz;
"Approved Plan"	means the business rescue plan proposed to the creditors that was formally approved and adopted on 11 January 2024;
"BRPs"	means the joint business rescue practitioners of the Company, being Peter van den Steen, Trevor Murgatroyd and Gerhard Albertyn;
"Board" or "Directors"	means the board of directors of THL. The names of the directors of THL as at the date of this Circular are listed on page 13 of this Circular;
"Broker" or "Stockbroker"	means as defined in the Financial Markets Act, or its nominee;
"Business Day"	means a day, other than a Saturday, a Sunday or a statutory public holiday in South Africa, on which banks are generally open for business in South Africa, save where a reference to "Business Day" is made within the context of a law in which case it shall bear the meaning ascribed to it by that law, if any;
"Capital Portion"	means on any date, that component of the Lender Group Facility Balance as at that date, which comprises solely of capital i.e. excluding all accrued interest, fees, penalties and the like, and whether capitalised or not;
"Certificated Share"	means a Share which has not been Dematerialised, title to which is evidenced by a share certificate, or other physical document of title acceptable to the Company;
"Certificated Shareholders"	means Shareholders who hold Certificated Shares;
"CIPC"	means the Companies and Intellectual Property Commission, established in terms of section 185 of the Companies Act;
"Circular"	means this bound document dated Wednesday, 10 July 2024, including, without limitation, the Notice of General Meeting and the Form of Proxy (<i>blue</i>);
"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 or after the Commencement Date and/or under section 136(3) of the Companies Act;

"Claims Balance"	means an amount of R3.6 bn, constituting the Lender Group Facility Balance outstanding on the Subscription Date immediately following the implementation of the Equity Subscription, comprising the outstanding balance of the Capital Portion, accrued interest, fees (including, <i>inter alia</i> , restructuring, commitment, agency and administration fees) and/or other amounts howsoever named or described, in each instance then owing;
"Commencement Date"	means 27 October 2022, being the date upon which Business Rescue commenced in accordance with section 129 of the Companies Act;
"Competition Act"	means the Competition Act 89 of 1998, as amended, including the regulations promulgated thereunder;
"Companies Act"	means the Companies Act 71 of 2008, as amended, including the regulations promulgated thereunder;
"Companies Regulations"	means the Companies Regulations, 2011, promulgated in terms of section 223 of the Companies Act, as amended from time to time;
"Company" or "THL"	means Tongaat Hulett Limited (Registration Number: 1892/000610/06), a limited liability public company incorporated in accordance with the laws of South Africa;
"Company Secretary"	means the company secretary of THL. The name of the company secretary as at the Last Practicable Date is stated in the "Corporate Information and Advisors" section of this Circular;
"Concurrent Claim"	means any Claim in accordance with the Approved Plan (other than a Disputed Claim) which is unsecured, and which does not enjoy a statutory preference as envisaged in the Companies Act;
"Conditions Precedent"	means the conditions precedent to the agreement regulating the Equity Subscription as set out in paragraph 5.5 of this Circular;
"Creditor"	in accordance with the Approved Plan means any creditor, including without any limitation, PCF lenders, disputed Creditors and contingent Creditors, with a monetary Claim against the Company;
"CSDP"	means a central securities depository participant, being a "participant" as defined in section 1 of the Financial Markets Act;
"Day"	means a calendar day, whether or not a Business Day;
"Dematerialised" or "Dematerialisation"	means the process whereby physical share certificates are replaced with electronic records evidencing ownership of shares in accordance with the rules of Strate, as contemplated in the Financial Markets Act;
"Dematerialised Share"	means a Share which has been Dematerialised;
"Dematerialised Shareholders"	means Shareholders who hold Dematerialised Shares;
"Distributions"	means a transfer of money or other property of the Company, including its own shares, made to Creditors in respect of their approved Claims as provided for in the Approved Plan, including any deemed Distributions as contemplated in the Approved Plan, and outlined in paragraph 6.1.2 of the Approved Plan;
"DNA"	means Distribuidora Nacional de Açúcar Limitada, a company incorporated to purchase, store, distribute and sell all of the sugar produced by the millers in Mozambique;
"Exchange Control Regulations"	means the Exchange Control Regulations, 1961 in South Africa means made in terms of the Currency and Exchanges Act No. 9 of 1933, as amended from time to time, and all directives and rulings issued thereunder;

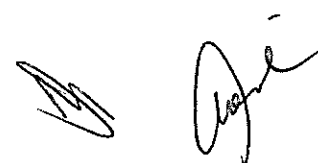
“Equity Claim(s)”	means that component of the Capital Portion as at the Subscription Date, which when applied to effect the Equity Subscription, will result in the Lender Group Facility Balance, being in the amount of the Claim Balance;
“Equity Subscription Agreement”	means the agreement between THL, Vision Investments and the Vision SPVs governing the terms of the Equity Subscription concluded on the Signature Date, as restated and revised on or about 1 July 2024;
“Equity Subscription”	means the specific issue of in aggregate 4 864 887 494 shares in THL to be subscribed for by Vision Investments, and allotted and issued to Vision Investments by THL in accordance with and pursuant to the Equity Subscription Agreement, and which will be upon subscription and subject to compliance with the relevant provisions within the Equity Subscription Agreement, be distributed to the Vision Parties in the proportions set out in paragraph 5.3 of this Circular;
“Facility Agreements”	means the loan facilities in which facilities are provided by the Lender Group to THL, as amended from time to time;
“Financial Markets Act”	means the Financial Markets Act 19 of 2012, as amended from time to time;
“Form of Proxy”	means the form of proxy (<i>blue</i>) incorporated into this Circular for use by Certificated Shareholders and Own-Name Dematerialised Shareholders only, for purposes of appointing a proxy to represent such Shareholders at the General Meeting;
“General Meeting”	means the meeting of Shareholders to be held electronically only at 10:00 on Thursday, 8 August 2024 for the purpose of Shareholders considering, and if deemed fit, adopting, the Shareholder Resolutions, including a resumption of an adjourned meeting, and a recommencement of a postponed meeting;
“Guma Agri”	means Guma Agri and Food Security Limited, a private company limited by shares incorporated in Mauritius, with company file number C192979, having its registered office address at B45 Twenty Foot Road, 5th Floor La Croisette, Grand Baie Mauritius;
“IDC”	means Industrial Development Corporation of South Africa Limited registration number 1940/014201/06;
“IDC PCF Facility”	means the PCF loan facility provided by the IDC to the Company in an initial principal amount of R1.2 bn on or about 23 December 2022, the principal amount of which facility: • was increased to R1.725 bn on or about 28 July 2023; • was increased to R2.3 bn on or about 5 October 2023; and the principal amount of which facility may increase from time to time;
“Independent Shareholders”	means THL Shareholders who are independent as contemplated in Takeover Regulation 86(4);
“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;
“Implementation”	means the Equity Subscription and implementation of the Approved Plan and the arrangements with other Persons;
“JSE”	means as the context requires, either the: (i) JSE Limited (Registration Number: 2005/022939/06), a limited liability public company incorporated in accordance with the laws of South Africa and licensed as an exchange under the Financial Markets Act; or (ii) securities exchange operated by the aforementioned company;

“Keni 62”	means Keni 62 Proprietary Limited, a private limited liability company incorporated in accordance with the laws of South Africa, with registration number 2023/178882/07 and wholly owned subsidiary of the Guma Agri;
“Last Practicable Date”	means Thursday, 4 July 2024, being the last practicable date prior to the finalisation of this Circular;
“Lender Group”	means THL's South African debt providers being, as at the Last Practicable Date: • Absa Bank Limited; • The Standard Bank of South Africa Limited (acting through its Corporate and Investment Banking division) (including in its capacity as facility agent); • FirstRand Bank Limited (acting through its Rand Merchant Bank division); • Investec Bank Limited (acting through its Corporate and Institutional Banking division and its Investment Banking Division, Corporate Solutions); • Nedbank Limited; • The Land and Agricultural Development Bank of South Africa; • Sanlam Life Insurance Limited (acting through its Sanlam Investment Management division); • Sanlam Investment Management Proprietary Limited (acting on behalf of its third-party clients); • Sanlam Specialised Finance Proprietary Limited; • Momentum Metropolitan Life Limited; and • Ashburton Fund Managers Proprietary Limited (acting on behalf of its clients);
“Lender Group Facilities”	means the loan facilities provided by the Lender Group to THL from time to time on or about December 2021;
“Lender Group Facility Balance”	means on any date, the outstanding balance owing under the Lender Group Facilities on that date, whether or not then due and owing and comprising capital, interest, fees and any other amounts required (including, <i>inter alia</i> , restructuring, commitment, agency and administration fees) or otherwise scheduled to be paid under the Lender Group Facilities;
“MOI”	means the memorandum of incorporation of the Company;
“Ngwenyama 62”	means Ngwenyama 62 Proprietary Limited, a private limited liability company incorporated in accordance with the laws of South Africa, with registration number 2023/203278/07 and wholly owned subsidiary of the Guma Agri;
“Notice of General Meeting”	means the notice convening the General Meeting to conduct the business described therein and to consider and, if deemed fit, adopt, with or without modification, the Shareholder Resolutions, and which notice is attached to, and forms part of, this Circular;
“Own-Name Dematerialised Shareholders”	means Dematerialised Shareholders who have instructed their CSDP to hold their Dematerialised Shares in their own name on the sub-registers maintained by the CSDP;
“PCF”	means post commencement funding in respect of business rescue processes as governed within chapter 6 of the Act;
“Person”	means a natural person, firm, company, body corporate, juristic person, unincorporated association, regulatory authority or any association, trust, partnership, consortium, or other entity (whether or not having separate legal personality, and in each case in any jurisdiction);



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"PIC"	means Public Investment Corporation SOC Limited registration number 2005/009094/30;
"Record Date"	means the date on which Shareholders must be entered in the Securities Register in order to be eligible to speak and vote at, and participate in, the General Meeting, being Friday, 2 August 2024;
"Related"	means the meaning ascribed to it in the Companies Act, irrespective of the place of registration, establishment or incorporation of the relevant Person;
"Remoggo"	means Remoggo (Mauritius) PCC a private company limited by shares incorporated in Mauritius, with company file number C117836;
"the Requirements"	means the listings requirements of the JSE, as amended from time to time;
"SARS"	means South African Revenue Services;
"Secured Creditor"	in accordance with the Approved Plan means a Creditor who holds security for a Claim against the Company in terms of Insolvency Law;
"Securities Register"	means the register of Certificated Shareholders maintained by the Transfer Secretaries on behalf of the Company and each of the sub-registers of Dematerialised Shareholders maintained by the relevant CSDP's in terms of the Financial Markets Act;
"SENS"	means the Stock Exchange News Service of the JSE;
"Shareholder Resolutions"	means the resolutions contained in the Notice of General Meeting;
"Shareholders"	means the registered holders of issued Shares from time to time;
"Share(s)"	means an ordinary share or shares in THL, listed on the JSE;
"Signature Date"	means the date on which the Equity Subscription Agreement was signed and executed meaning 9 May 2024;
"South Africa"	means the Republic of South Africa;
"Sponsor"	means PSG Capital Proprietary Limited (Registration Number: 2006/015817/07)), a limited liability private company incorporated in accordance with the laws of South Africa;
"Strate"	means Strate Proprietary Limited (Registration Number: 1998/022242/07), a limited liability private company incorporated in accordance with the laws of South Africa being a licensed central securities depository in terms of the Financial Markets Act, which is responsible for the electronic settlement system for transactions that take place on the JSE and off market trades;
"Subscription Date"	means the third Business Day following the date on which all of the Suspensive Conditions are fulfilled or waived in accordance with the Equity Subscription Agreement;
"Suspensive Conditions"	means the suspensive conditions applicable to the Equity Subscription Agreement;
"Takeover Regulations"	means the Takeover Regulations promulgated in terms of section 120 of the Companies Act, and forming part of the Companies Regulations;
"Terris"	means Terris AgriPro (Mauritius) (registration number: 171903 GBC), registered and incorporated in Mauritius;



"Terris Sugar"	means Terris Sugar South Africa Proprietary Limited, a private limited liability company incorporated in accordance with the laws of South Africa, with registration number 2023/185173/07, and a wholly owned subsidiary of Terris;
"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;
"THSSA"	means Tongaat Hulett Sugar South Africa Limited (registration number: 1965/000565/06), a private subsidiary company of THL with limited liability incorporated in accordance with the laws of South Africa, at present in Business Rescue;
"Tokwe One"	means Tokwe One Proprietary Limited, a private limited liability company incorporated in accordance with the laws of South Africa, with registration number 2023/203285/07, and a wholly owned subsidiary of Remoggo;
"Tokwe Two"	means Tokwe Two Proprietary Limited, a private limited liability company incorporated in accordance with the laws of South Africa, with registration number 2023/203278/07, and a wholly owned subsidiary of Remoggo;
"Tokwe Three"	means Tokwe Three Proprietary Limited, a private limited liability company incorporated in accordance with the laws of South Africa, with registration number 2023/203299/07, and a wholly owned subsidiary of Remoggo;
"Total Shares"	means at a point in time, the total number of Shares then in issue;
"Transfer Secretaries"	means Computershare Investor Services Proprietary Limited (Registration Number: 2004/003647/07), a limited liability private company incorporated in accordance with the laws of South Africa, and transfer secretaries to the Company;
"TRP"	means the Takeover Regulation Panel, established by section 196 of the Companies Act;
"Unsecured Creditors"	means all Creditors with Concurrent Claims against the Company
"Vision Investments"	means Vision Investments 155 Proprietary Limited, a private limited liability company incorporated in accordance with the laws of South Africa, with registration number 2023/178789/07, which is owned and controlled by the remaining Vision Parties and acts for and on behalf of the Vision Parties;
"Vision Parties"	means a grouping made up of the following participants, none of which are related parties to THL, as defined in the Requirements: • Terris; • Remoggo; • Guma Agri; • Almoiz; • Vision Investments; • Ngwenyama 62; • Keni 62; • Almoiz SA; • Tokwe One; • Tokwe Two; • Tokwe Three; and • Terris Sugar; as the context requires, be a reference to any one of them;

“Vision Principals”

means:

- Terris;
- Remoggo;
- Guma Agri; and
- Almoiz;

“Vision SPVs”

means:

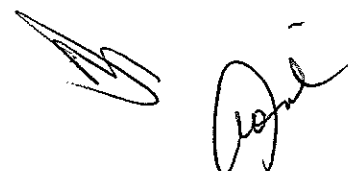
- Ngwenyama 62;
- Keni 62;
- Almoiz SA;
- Tokwe One;
- Tokwe Two;
- Tokwe Three; and
- Terris Sugar SA;

“Vision Transactions”

means Vision Investments’ acquisition of the Lender Group Facility Balance held by the Lender Group and the subsequent Equity Subscription as contemplated in this Circular to Shareholders; and

“ZAR”, “R” or “Rand”

means the South African Rand, the lawful currency of South Africa.





TongaatHulett®

Tongaat Hulett Limited

(Incorporated in South Africa)
(Registration Number: 1892/000610/06)
ISIN: ZAE000096541 JSE share code: TON
("THL" or the "Company")

DIRECTORS

Executive Director:

RD Aitken (Interim *Chief Executive Officer*)

Non-executive Directors:

None

BRPs:

Trevor Murgatroyd
Peter van den Steen
Gerhard Albertyn

CIRCULAR TO SHAREHOLDERS

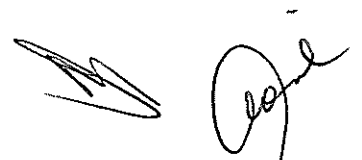
1. INTRODUCTION AND PURPOSE OF THIS CIRCULAR

- 1.1 Shareholders are referred to the announcement released on SENS on 12 January 2024 in relation to the Approved Plan and the acquisition of the Lender Group Facility Balance amounting to *circa* R8.5 bn and the intended utilisation of a portion of such claims to be discharged, by means of exchange, through the subscription by Vision Investments for new equity in THL.
- 1.2 Shareholders should review this Circular in conjunction with the Approved Plan. The Approved Plan is available for inspection as indicated in paragraph 21 and is available on the Company website: <https://www.tongaat.com/1-3-thl-business-rescue-plan-29-november-2023-with-amendments-vision-clean/>.
- 1.3 THL is in severe financial distress as extensively detailed in the Approved Plan. Due to time constraints, as well as cost constraints, THL is not in a position to fully apply the provisions of the Requirements in as far as they apply to the implementation of the Approved Plan. THL and this Circular are, however, compliant with the Act and the specific carve outs provided in the Act in relation to the implementation of transactions contemplated in the Approved Plan.
- 1.4 THL's current position (*inter alia* due to processes still underway with regards to the auditing of annual financial statements and the financial distress which is to be addressed partly by the subject matter of this Circular to Shareholders) does not enable the Company to comply with all elements of the Requirements as would otherwise be required.
- 1.5 Considering the conditions contained in Schedule 11 of the Requirements and given the current circumstances, this Circular includes information required in terms of a specific issue of shares as governed by the Act and the Requirements with the exception of up-to-date audited financial information and financial impacts in terms of paragraph 11.19A(f).
- 1.6 The purpose of this Circular is to:
 - (i) outline key aspects of the Approved Plan and expand on the rationale for the implementation thereof;
 - (ii) provide Shareholders with additional information in relation to the Equity Subscription which requires Shareholder approval; and
 - (iii) convene the General Meeting in order for Shareholders to consider and vote on the Shareholder Resolutions for which Shareholder approval is sought.

2. THL BUSINESS DESCRIPTION AND MANAGEMENT INSIGHTS

- 2.1 THL is a leading agri-business in sugar, ethanol and animal feeds, with a significant asset base and footprint in Southern Africa. THL has ongoing agriculture activities with a substantial land portfolio within the primary growth corridors of KwaZulu-Natal, which has the potential to be converted to developable land at the appropriate time.
- 2.2 THL has consistently focused on creating mutually beneficial relationships by partnering with key stakeholders for the benefit of the people impacted by the Company's operations.
- 2.3 THL has four operations in Southern Africa with significant sugarcane facilities and extensive agricultural landholdings with the potential for future development, a growing animal feeds position and opportunities to further grow ethanol production and electricity generation.
 - (i) THL's sugar business focuses on cane growing, sugar milling and refining throughout the Southern African region. There are three operational mills in South Africa with an installed capacity to produce 600 000 tons of sugar per annum.

Voermol Feeds, an animal feeds business, is also part of the South African operations, manufacturing and marketing a range of energy and supplementary feeds to the livestock farming community.
 - (ii) In Mozambique, there are two operations that have a combined milling capacity in excess of 300 000 tons of sugar per annum.



- (iii) In Zimbabwe, there are two operations that have a combined installed milling capacity of 600 000 tons per annum, while the total refined sugar installed capacity is 60 000 tons per annum.
- (iv) The Botswana operation has the capacity to pack and distribute 45 000 tons of sugar per annum.
- 2.4 In South Africa, in the season ended in December 2023, a strong operational performance has been driven by improved reliability and efficiency of the sugar operations. This was supported by good local market demand and higher export pricing, together with improved refining cost recoveries.
- 2.5 In Mozambique, overall performance was marginally affected by damage to fields caused by flooding that occurred at the beginning of the 2024 season. Sugar sales volumes have been impacted by the presence of imported sugar in the local market which has led to surplus exports at lower margins. The current Mozambique debt facilities are repayable in July 2024 and the process to refinance or extend these facilities is underway.
- 2.6 Zimbabwe's performance was negatively impacted by operational challenges in the milling operations. The impact of duty-free sugar imports depressing local market prices and the doubling of the minimum wage together with increasing cane purchase costs has significantly reduced margins.
- 2.7 In Botswana, local market price increases exceeded assumptions, while a shift towards higher brown sugar mix contributed to lower revenue per ton.

3. IMPLEMENTATION OF THE VISION TRANSACTIONS

3.1 Background to the Approved Plan

- (i) On 27 October 2022, the Board announced its decision to commence with voluntary business rescue proceedings in accordance with Chapter 6 of the Act, having determined that the Company faced circumstances constituting severe "financial distress" within the definition contained in section 128 of the Act. This was after the JSE suspended trading of THL's Shares on the exchange operated by the JSE on 20 July 2022, for failure to timeously publish its audited annual financial statements for the financial year ended 31 March 2022.
- (ii) The key feature of the Approved Plan, pursuant to its adoption and implementation, is the acquisition by Vision Investments of the Lender Group Facility Balance and the subsequent utilisation of the Equity Claims by Vision Investments to subscribe for Shares in THL. The intention is that this will result in (*inter alia*)
 - a. the continued trading of THL substantially in its pre-Commencement Date composition. In this regard it is noted that THD will remain a subsidiary of THL, subject to the implementation of THD's business rescue plan;
 - b. the recapitalisation of the THL balance sheet, in particular the utilisation of a material portion of the former Lender Group Facility Balance to subscribe for equity; and
 - c. the possible continued listing of THL on the JSE, albeit with current Shareholders becoming minority Shareholders and Vision Investments holding the majority of the listed Shares in the Company on behalf of the Vision SPVs following the abovementioned Equity Subscription.
- (iii) If approved and successfully implemented as contemplated, the Approved Plan will result in:
 - a. the rescue of the Company (or as an alternative, the business of the Company) which will continue in business, albeit under new ownership;
 - b. the avoidance of a major humanitarian and financial catastrophe in the KwaZulu-Natal region in general, and in the sugar supply chain in particular as outlined in paragraph 9.3.5 of the Approved Plan;
 - c. the opportunity for new jobs to be created as the business grows under new ownership with Vision Parties;



- d. the implementation of the Equity Subscription by Vision Investments subscribing for new Shares in the Company which will result in Vision Investments owning *circa* 97.3% of the total issued Shares of the Company. The approximate value of the Equity Claim acquired by the Company for the Equity Subscription will be *circa* R4.9 bn based on the Lender Group Facility Balance as at the Signature Date of the Equity Subscription Agreement. The proportion of the Equity Claim (totalling an amount of *circa* R4.9 bn as at the Signature Date of the Equity Subscription Agreement, which amount will increase as explained and illustrated in note 6 in paragraph 8.8 below), utilised by Vision Investments in respect of the Equity Subscription, shall disappear by merger thereby discharging such Equity Claim portion of the Lender Group Facility Balance;
 - e. in addition to the *circa* R1.3 bn already paid to various critical suppliers by THL since the Commencement Date, Vision Investments has agreed to (either by making a loan to THL or otherwise ensuring THL is able to do so) THL paying an amount of R75 m as a Distribution to Unsecured Creditors, pro-rata to their respective Claims. Such Distribution is to be made subsequent to full implementation of the Vision Transactions;
 - f. a positive outcome for Unsecured Creditors. In this regard it is noted that in liquidation Unsecured Creditors would be anticipated to receive nil. Equally so, without the abovementioned amount being made available by Vision Investments, Unsecured Creditors would be anticipated to receive nil in the business rescue;
 - g. existing Shareholders retaining an interest of *circa* 2.7% of the equity in THL with its positively recapitalised balance sheet. In this regard it is noted that in liquidation Shareholders would have anticipated receipt of nil. Equally so, in an alternatively structured transaction (the sale of the assets, *as a going concern*, of THL to Vision Investments), Shareholders would again be anticipated to receive nil. Consequently, and should it be possible to remain listed on the JSE, this results in positive value accruing to Shareholders through the retention of their shareholdings and becoming minority shareholders in the still-listed, post recapitalisation, Vision Investments' controlled THL;
 - h. a portion or the entire amount of the IDC PCF Facility is to be secured in a working capital facility which is sufficient to fund the working capital requirements of the Company for at least the duration of the Business Rescue proceedings, and thereafter it would be the goal of Vision Investments to secure working capital facilities into the future beyond the implementation of the Approved Plan; and
 - i. if possible, THL retaining its listing on the JSE post reinstatement of trade of the Shares in issue, subject to compliance with the Requirements. Shares could potentially start trading again by as early as the beginning of 2025, if all the necessary Requirements in terms of the JSE Listing can be complied with, following which THL's share value will be re-established and Shareholders will have the option to sell THL Shares held, if intended to recognise and crystallise any losses.
- (iv) Shareholders are advised that although it is the intention of the Vision Parties and THL to retain THL's status as a listed company on the JSE, it is possible that the implementation of the Vision Transactions, and the potential mandatory offer that could result therefrom, may result in THL Shares being delisted from the JSE.
- (v) In the event of, for whatever reason, a failure to secure the consents, voting support and/or approvals required in order for the proposed issue of new THL Shares to Vision Investments (i.e., the Equity Subscription) to be effected, the Approved Plan contemplates in substitution that the currently proposed Vision Transactions will be switched from transactions contemplating the issue of new Shares to transactions contemplating the acquisition by Vision Investments of all of THL's assets and businesses (as going concerns) in terms of section 112(1)(a) of the Act which would not require Shareholder approval. Whilst employees, Unsecured Creditors and Secured Creditors would be largely unaffected by such a change, once it has sold its assets and businesses (leaving THL as an empty shell), THL will be delisted from the JSE (as it will no longer qualify to be listed on the exchange) and liquidated, resulting in its Shares (those held by existing Shareholders) having nil value.

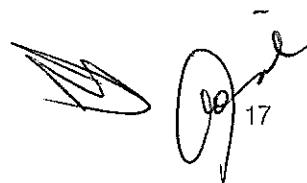


3.2 Overview of Vision Parties

- (i) The Vision Parties represent a group of investors with notable experience in the sugar industry, THL's operating jurisdictions, and capital investment in Southern Africa. An overview of each Vision Party is set out below:
- Terris Sugar has a successful track record of investing in and operating large scale businesses in South Africa (and internationally). Terris Sugar's most recent realised investment was Samancor Chrome;
 - Remoggo is a Mauritian based investment holding company with investments in FMCG retail, agribusiness, logistics, and facilities management services in Zimbabwe and seven other African countries;
 - Guma Agri is a Pan African hands-on operational and multi-industry investment powerhouse intensely focused on adding value and initiating growth by means of its entrepreneurial, operational and managerial participation; and
 - Almoiz is one of the largest agribusiness groups in Pakistan, with substantial interests in the sugar, energy, steel, animal feed, textiles and food and beverages sector. Amongst its holdings, the group owns and operates 5 sugar mills procuring cane from 40,000 farmers annually to produce over 650,000 tons of refined sugar. It is the only sugar milling group in Pakistan to be "Bonsucro Certified" for sustainable sugar production.
- (ii) Additionally, the Vision Parties have previously engaged with both the PIC and IDC regarding their participation in the Vision Transactions, and the Vision Parties are committed to work with the PIC, IDC, and the Government Employees Pension Fund to the extent they wish to participate in the Vision Transactions.

3.3 Background to the Equity Subscription

- (i) The Approved Plan outlines Vision Investments acquiring *circa* R8.5 bn of the Lender Group Facility Balance (including accrued interest and fees), followed by the Equity Subscription. The consideration for such Equity Subscription will be determined as the total Lender Group Facility Balance on the Subscription Date less R3.6 bn (which, as at the Signature Date of the Equity Subscription Agreement was *circa* R4.9 bn based on current balances) which will be discharged, by means of exchange, of such amount of the former Lender Group Facility Balance against THL (i.e. those purchased by Vision Investments).
- (ii) The utilisation of the Equity Claims for the Equity Subscription will result in an equity issue of 4 864 887 494 Shares to Vision Investments holding *circa* 97.3% of the issued share capital of THL, post the Equity Subscription. Existing Shareholders will hold *circa* 2.7% which is 135 112 506 Shares, post the Equity Subscription.
- (iii) Based on the value of the Equity Claim as at the Signature Date of the Equity Subscription Agreement, a deemed share price of 101 cents per Share can be mathematically calculated. However, the deemed Share price has not been arrived at through any empirical determination of fair value given the financial distress of the Company, but rather as the total quantum of debt required to be discharged, by means of exchange for the issuance of the maximum number of available new equity shares in order to restore the company to solvency.
- It is the view of the Vision Parties that:
 - in the circumstance as described above, a deemed share price of 101 cents per Share is not representative of the fair value per Share; and
 - if a mandatory offer were to be triggered following the implementation of the Equity Subscription, the mandatory offer price would be determined based on the fair value and not on the deemed Share price of 101 cents per Share.
 - The weighted average trading price of the Shares is not available as THL has been suspended from the JSE as of July 2022.
 - The Equity Subscription will achieve a reduction in Lender Group Facility Balance to more sustainable levels. The commercial terms of the Claims Balance of R3.6 bn of debt, known as the Claim Balance, are equivalent to the existing Lender Group Facilities' terms, which



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are expected to be amended when the revision of such terms are finalised between the parties after the Equity Subscription.

- (iv) With this further reduction in debt to more sustainable levels, the intention is to bring THL out of business rescue and for the Company to remain listed on the JSE.

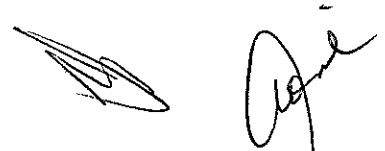
4. RATIONALE

4.1 Shareholder approval

- (i) In accordance with section 146(d) of the Act, a Shareholder is entitled to vote on a business rescue plan in the event it alters the rights associated with the class of securities held by that Shareholder. The Approved Plan did not alter any such rights and therefore, Shareholders were not required nor entitled to vote on the Approved Plan for its approval and adoption.
- a. The Approved Plan contemplated (*inter alia*) the Equity Subscription, which ultimately results in the equity issue which also would not alter the rights associated with the class of securities held by Shareholders, and therefore Shareholders were not required nor entitled to vote on the Approved Plan in terms of section 152(3)(c) of the Companies Act.
- b. During the implementation of the Approved Plan, the Equity Subscription will lead to the issuance of Shares exceeding 30% of THL's current share capital. Given that section 41(3) of the Act in relation to other business rescue carve outs is unclear, shareholder approval is sought via a special resolution, requiring 75% or more of the votes cast in favour for clarity and avoidance of doubt.
- c. Considering THL is a JSE listed entity, albeit in a suspended state, the JSE has considered the application of Schedule 11 of the Requirements and indicated that THL must seek Shareholder approval in the context of paragraph 5.51(g) of the Requirements with a 75% majority vote of the votes cast in favour of the JSE specific ordinary resolution. Various dispensations have been allowed considering Schedule 11 of the Requirements and the details of these dispensations and its impact on this Circular are outlined below:
- Considering THL has been suspended since July 2022, providing share trading history for the time frame required by paragraph 7.C.14 cannot be complied with;
 - Financial impacts as are required in terms of paragraph 11.19A(f) of the Requirements will be outlined in paragraph 8 instead of detailed *pro forma* financial effects due to the detailed *pro forma* effects based on the year ended 31 March 2022 unaudited results being possibly misleading to Shareholders;
 - Considering there are no *pro forma* financial effects, no reporting accountants report on such *pro forma* financial effects is required; and
 - Audited financial statements for the period ended 31 March 2021, unaudited financial results for the period ended 31 March 2022 as published on 31 October 2023 (i.e. only comprise of the summarised consolidated statement of financial position, summarised consolidated statement of profit or loss and other comprehensive income, and the summarised consolidated statement of cash flows) are available on the THL website here: <https://www.tongaat.com/investors/integrated-reports/>
 - The financial results for the periods ended 31 March 2023 and 31 March 2024 are not yet completed and hence unavailable for incorporation by reference in the Circular.

4.2 The strategic rationale of the Approved Plan

- (i) The Vision Parties have been tracking the performance of THL for approximately five years and believe the underlying assets and operating segments have value with the appropriate financing structures and operational expertise that the Vision Parties bring.
- (ii) Given THL's historical and current critical role in the agricultural sector of Southern Africa, and specifically its contribution to the local KwaZulu-Natal economy, and the employment of approximately 27 000 people, who on average feed seven dependents each, THL and the Vision Parties believe the value created will be holistic and will make a significant sustainable contribution to all stakeholders in the region.



- (iii) To date, the Vision Parties have already engaged in numerous discussions with THL and the BRPs to better understand the current situation of THL. Additionally, the Vision Parties have engaged technical consultants to evaluate the current operations and have reviewed the contents of the virtual data room previously made available. These activities have provided a further underpin to the strategic rationale for the Vision Transactions.
- (iv) As the first step in implementing the Approved Plan, THL and Vision Investments envisage the Equity Subscription supporting the most effective method to harness the full potential of THL and effectively extract the Company from the business rescue process and set THL on the path to pre-Commencement Date trading and operations.

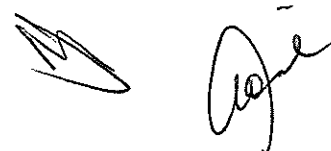
4.3 Counterfactual in the event of THL liquidation

- (i) In the event that the Equity Subscription is not implemented timeously, and the sale of business is not implemented either in terms of the Approved Plan, pursuant to section 153 of the Act, the Tongaat Group would be placed in liquidation.
- (ii) This will have a number of significant effects on creditors, stakeholders in the market, the competitive dynamics of the South African sugar market as well as animal feed industries, and the public interest broadly, in addition to Shareholders, including the following:
 - a. Employees:
 - Subject to the implementation of the Equity Subscription, the majority of THL's employees will retain their jobs. Conversely, in the event of liquidation, all 2 668 South African jobs would be immediately suspended, potentially leading to immediate job losses unless the liquidator opts to continue trading, which is deemed highly improbable due to the lack of indemnification against trading losses. Employees in liquidation scenarios would be treated as unsecured creditors, only receiving payment after the final liquidation process. It's highlighted that THL's South African employees earned around R850 m in remuneration, significantly impacting numerous households, including those in rural areas. Moreover, THL's operations contributed to a total economy-wide impact of 25 563 employment opportunities, accounting for 0.22% of employment in South Africa, and approximately R7.95 bn in household income. Consequently, the absence of the Equity Subscription would not only result in direct job losses but also substantial ripple effects throughout the economy.
 - b. THL's Creditors:
 - In comparison to adopting the Approved Plan, the distributions to creditors in a liquidation scenario would be notably lower, affecting both secured and unsecured creditors. Additionally, the duration of business rescue proceedings is typically much shorter than liquidation proceedings, potentially taking years to conclude. Notably, under business rescue in sections 128 to 155 of the Act, SARS will be ranked as an unsecured creditor, while in liquidation in terms of sections 96 to 102 of the Insolvency Act 24 of 1936, SARS would be ranked as a statutory preferred creditor. Consequently, in a liquidation scenario, any dividend to unsecured creditors, including employees, would be diminished by SARS' claims against the company, which is additional support for avoidance of a liquidation scenario.
 - c. Shareholders:
 - It is not anticipated that there will be any return to the Company's Shareholders in the event of liquidation or in the event of an asset sale pursuant to the Approved Plan.
 - d. Substantial Socio-Economic Impact:
 - THL's commitment to empowerment farming is evident through its significant payments to growers, particularly benefitting over 15 000 black farmers and cooperative members. However, in the event of liquidation, these crucial relationships and livelihoods would be jeopardised, impacting sugarcane sourcing and the empowerment of local communities. Similarly, THL's partnership with restitution communities, facilitating land reform and rural development, would abruptly cease, halting progress in economic empowerment and local development efforts.

- The ripple effects of THL's potential liquidation extend beyond farming communities, encompassing tax revenues and supplier networks. THL's tax contributions, despite corporate tax losses, play a vital role in the South African economy, generating substantial direct, indirect, and induced impacts. Likewise, THL's liquidation would disrupt its extensive supplier base, significantly comprising black-owned and small enterprise suppliers, further exacerbating economic consequences and eroding valuable contributions to the country's fiscus and Gross Domestic Product.

4.4 Business case and turnaround plan

- (i) The Vision Parties and Vision Investments have reviewed the sugar assets across all geographies and have identified scope for improvement.
- (ii) In the short-to-medium term, the Vision Parties intend to continue THL management's strategy of stabilising and growing the operations and returning the business to sustainable profitability. Many of the challenges faced by THL's operations, such as issues related to delayed and deferred maintenance, old and improperly functioning machinery, frequent breakdowns and lost time, and low milling efficiency, relate to many years of underinvestment in the operations under the previous leadership. While significant progress has been made over the past four years in reinvesting into the production assets, the ability to address all these issues has been limited by the funding available and the capacity of THL. These are areas where the Vision Parties and Vision Investments have deep and distinctive expertise. Their detailed review of milling operations has given the Vision Parties confidence that Vision Investments will be able to bring operations up to acceptable speed and efficiency within a reasonable timeframe and at a manageable cost.
- (iii) In the medium term, the Vision Parties intend to enhance grower confidence that their cane will be processed timeously to address cane security concerns, and to deploy agricultural expertise to support the expansion of THL's cane supply. The ultimate aim is to help THL's South African operations to maximise their installed capacity in annual crush. A significant investment in capital expenditure over this period is intended to transition milling operations from medium-pressure at present to high-pressure steam, providing the platform to further expand and/or diversify into downstream activities where the Vision Parties have significant expertise.
- (iv) Additionally in Zimbabwe and Mozambique, the Vision Parties intend to engage regulators and other stakeholders to ensure that operating environments are stabilised, and the land tenure issues are resolved (as outlined in paragraph 10.1.21 of the Approved Plan) and that cane yields are improved for both owned fields and third-party cane farmers. In Botswana, the focus will be on ensuring that market share within the retail trade is enhanced through sustainable and low-cost sugar supply arrangements.
- (v) The Vision Parties believe that the underlying THL assets have value, that jobs can be saved, and that THL can continue to play a critical role in the agricultural sectors in South Africa, Mozambique, Botswana and Zimbabwe.
- (vi) The Vision Parties have significant breadth of experience in the sugar industry and in THL's operating jurisdictions and have a successful track record of investing in and operating large-scale businesses in South Africa, Zimbabwe and Mozambique, as well as internationally. It is the Vision Parties' belief that their collective expertise will create significant value in the business if an appropriate capital structure is implemented, and operational enhancements drive the business going forward.
- (vii) The Vision Parties have invested significant resources into understanding THL and the current status of its operations. Their due diligence teams attended several site visits, conducted an extensive review of the data provided in the virtual data room and engaged in numerous sessions with THL's management team to understand the technical, operational and financial status of THL's operations.
- (viii) Their findings support their investment thesis and confirm their belief that through their collective experience, the Vision Parties will be able to affect the ongoing successful turnaround of THL through the implementation of their aforementioned business plan.



- (ix) Across the jurisdictions in which THL operates, the Vision Parties have also had extensive preliminary consultations with the relevant authorities.

5. SALIENT TERMS OF THE EQUITY SUBSCRIPTION AND THE VISION TRANSACTIONS

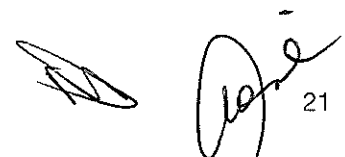
The Equity Subscription and the Vision Transactions shall comprise *inter alia* the following elements:

5.1 Vision Transactions

- (i) Acquisition by Vision Investments of the Lender Group Facility Balance amounting to *circa* R8.5 bn (balance as at the Signature Date of the Equity Subscription Agreement);
- (ii) Subject to the fulfilment or waiver of the Suspensive Conditions of the Equity Subscription Agreement, the allotment and issue of the Shares to Vision Investments and Vision Investment complying with the provisions of section 46 of the Act, Vision Investments will utilise the Equity Claims to implement the Equity Subscription, and will have the right to distribute the Shares, by way of a *distribution in specie* in terms of section 46 of the Act, to the Vision SPVs in the proportions set out in paragraph 5.3 below, resulting in the Vision SPVs holding *circa* 97.3% of the Shares in THL. Please note the following:
 - a. Vision Investments is a newly incorporated special purpose vehicle that has been formed specifically to facilitate the implementation of the Equity Subscription;
 - b. The Vision SPVs are wholly owned subsidiaries of each of the respective Vision Principals;
 - c. Each of the Vision SPVs shall capitalise Vision Investments;
 - d. The Equity Claim consists of the Capital Portion of the loan facilities advanced by the Lender Group to THL in accordance with the Facility Agreements;
 - e. The proportion of the Equity Claim utilised by Vision Investments in respect of the Equity Subscription, shall disappear by merger, thereby discharging such proportion of the Lender Group Facility Balance; and
 - f. Pursuant to the implementation of the Equity Subscription by Vision Investments, the Vision SPVs will collectively become the holders of *circa* 97.3% of the Shares in THL;
- (iii) Existing Shareholders retain an interest of *circa* 2.7% in THL equity after the Equity Subscription;
- (iv) A replacement IDC facility will be negotiated with the IDC, in a manner that will result in the extinguishment of the PCF;
- (v) Following the outcome of an appeal process, the settlement (or provision therefore) of the South African Sugar Association (SASA) Claims is not a Suspensive Condition to the Equity Subscription however the signing of an appropriate escrow agreement is; and
- (vi) A R75 million distribution, paid *pro rata* to Unsecured Creditors' respective claims.

5.2 Confirmations from the Vision Parties and THL

- (i) The Vision Parties advise that:
 - a. they are not party to any agreement with any director of THL, or any Person who was a director of THL within the period of 12 (twelve) months preceding the Last Practicable Date; and
 - b. they are not party to any agreement with any Shareholder, or any Person which was a Shareholder within the period of 12 (twelve) months preceding the Last Practicable Date, which is considered by it to be material to a decision whether to vote in favour of the Shareholder Resolutions.
- (ii) The Company is not party to any agreement with:
 - a. Vision Investments and the Vision Parties, any director of Vision Investments and the Vision Parties, or any Person who was a director of Vision Investments or Vision Parties within the period of 12 (twelve) months preceding the Last Practicable Date, other than the Vision Transaction agreement and a non-disclosure agreement entered into with Vision Investments and the Vision Parties prior to the commencement of discussions in relation to the Vision Transaction; and



- b. any Shareholder, or any Person which was a Shareholder within the period of 12 (twelve) months preceding the Last Practicable Date, which is considered by the Company to be material to a decision whether to vote in favour of the Shareholder Resolutions.
- (iii) Rutenhuro Moyo ("**Rute**") is a principal (meaning that Rute is the primary party with significant authority and interest in these entities) in Tokwe One, Tokwe Two, Tokwe Three and Vision Investments, which are entities that are party to the Vision Transactions. Rute is not a related party in terms of the Requirements but for transparency Rute is a non-executive director of a material subsidiary of THL and he has recused himself from meetings up until the Approved Plan was adopted and resumed his duties from 14 February 2024.
- (iv) The Vision Parties have advised that neither it nor any other member of the Vision Parties have had any dealings in Shares during the 6 (six) month period ending on the Last Practicable Date nor will have any dealings in Shares up until Implementation.
- (v) As at the date of posting of this circular, the subscribers for the new equity to be issued in THL comprise Vision Investments as outlined in paragraph 5.3 or Annexure A of the Equity Subscription Agreement. The company has been advised that post the allotment and issue of such new equity, one or more direct shareholders may be introduced into the shareholder body of THL. The Company is not party to any of the negotiations which may result in the introduction of such direct shareholders but has been assured that the commercial parameters of the transactions described in this circular will not change pursuant thereto and all necessary regulations will be complied with.

5.3 Please see below table outlining the Shares to be held by the Vision SPVs following implementation of the Equity Subscription:

No	Details of Vision Party	Percentage interest in THL	
		Shares	immediately after subscription
1	Ngwenyama 62	425 677 656	8.51%
2	Keni 62	425 677 656	8.51%
3	Almoiz SA	608 110 937	12.16%
4	Tokwe One	972 977 499	19.45%
5	Tokwe Two	912 166 405	18.24%
6	Tokwe Three	912 166 405	18.24%
7	Terris Sugar	608 110 937	12.16%
TOTAL		4 864 887 494	circa 97.3%

5.4 Provisions contained in the Equity Subscription Agreement

- (i) Vision Investments shall subscribe for the relevant Shares in THL pursuant to the Equity Subscription.
- (ii) The Equity Claim will be utilised by Vision Investments to discharge, by exchange, the Equity Subscription.
- (iii) As a consequence of the Vision Transactions, immediately post implementation of the Equity Subscription, the Claims Balance of the loan facilities (in an amount of R3.6 bn), advanced by the Lender Group in terms of the Facility Agreements, shall remain due by THL to Vision Investments, on terms which are no worse than the terms currently contained in the Facility Agreements.

5.5 Suspensive Conditions in the Equity Subscription Agreements

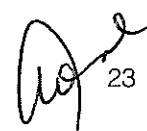
- (i) The implementation of the Equity Subscription is subject to the fulfilment or waiver of the following suspensive conditions:
- the passing of all resolutions (of whatsoever nature) required to give lawful effect to any agreements contemplated in the Equity Subscription agreement;
 - the execution of the written agreements governing the concurrent creditor dividend escrow arrangements and such agreements becoming unconditional in accordance with their terms;



- c. the execution of the written agreements governing the SASA escrow arrangements and such agreements becoming unconditional in accordance with their terms;
- d. the consent of the applicable Competition Authorities to the Equity Subscription and the change of control of THL's group resulting therefrom and insofar as such consent is subject to the fulfilment of any terms and/or conditions, imposed by the Competition Authorities, that such terms and conditions are acceptable to the parties affected thereby and that such consent becomes unconditional;
- e. to the extent legally required, the passing of an ordinary resolution by the Shareholders of THL, waiving the requirement for a mandatory offer to be made by the Vision SPVs to any minority Shareholders of THL, to acquire all or a portion of the Shares held by such minority Shareholders, in accordance with regulation 86(7) of the Companies Regulations;
- f. the TRP exempting the Vision SPVs from any obligation to make a mandatory offer to existing Shareholders of THL consequent upon the Equity Subscription, on the basis that the majority of such Shareholders will have waived their entitlement to be made the mandatory offer by resolution passed by them in accordance with regulation 86(4) of the Companies Regulations;
- g. insofar as the above suspensive condition is waived by all the parties to the Equity Subscription Agreement and the Vision SPVs are required by the TRP to make a mandatory offer to minorities which is subject to the fulfilment of any terms and/or conditions imposed by the TRP, the Vision SPVs agree to make such mandatory offer provided the terms and conditions so imposed are acceptable to all the parties of the Equity Subscription Agreement affected thereby, and such conditions are fulfilled;
- h. to the extent legally required, the consent of the Financial Surveillance Department of the South African Reserve Bank to the transactions contemplated in the agreement regulating the Equity Subscription; and
- i. this Circular being posted by THL to its Shareholders and the Shareholders approving the resolutions proposed pursuant to such Circular, including without limitation, the approval of the proposed (i) special resolution of Shareholders required to implement the Equity Subscription pursuant to section 41(3) of the Companies Act and (ii) JSE ordinary resolution of Shareholders required in respect of a specific issue of shares.

6. **AUTHORITY TO ISSUE SHARES IN TERMS OF THE EQUITY SUBSCRIPTION AND THE VISION TRANSACTIONS**

- 6.1 As the voting power of the new Shares to be issued will exceed 30% (thirty percent) of the voting power of all the Shares in issue immediately prior to Implementation, and the issue of those new Shares will, in terms of section 41 of the Act which is uncertain in relation to business rescue carve outs of the Act, require the approval of at least 75% (seventy five percent) of the votes exercised by Shareholder's voting (personally, by proxy or by representative) at the General Meeting for clarity and avoidance of doubt.
- 6.2 Special Resolution Number 1 set out in the Notice of General Meeting is the resolution proposing the issue of Shares under Vision Transactions. In order for Special Resolution Number 1 to be adopted, it must be supported by at least 75% (seventy five percent) of the voting rights exercised on it.
- 6.3 In terms of section 152(6) of the Act provides that: "To the extent necessary to implement an adopted business rescue plan—(a) the practitioner may, in accordance with that plan, determine the consideration for, and issue any authorised securities of the company, despite section 38 or 40 of the Act to the contrary." Therefore, it is not deemed necessary to seek the 50% Ordinary Resolution required to place the Shares under the control of the directors.
- 6.4 In terms of the Requirements, paragraph 5.51(g) mandates the ordinary resolution relating to the Specific Issue of Shares requiring approval by at least 75% of Shareholders. Ordinary Resolution Number 1 set out in the Notice of General Meeting, is accordingly the resolution in terms of the Requirements proposing the Specific Issue of Shares to Vision Investments in terms of the Equity Subscription. Such approval must comprise 75% of Shareholders constituting public Shareholders, as defined in the Requirements.

7. OTHER REGULATORY CONSIDERATIONS

- 7.1 The Equity Subscription, if approved by Shareholders and thereafter implemented accordingly, may result in Vision Investments or one of the Vision SPVs, acquiring more than 35% of the voting rights attaching to the Shares in terms of section 123 of the Act. In such an event and in terms of section 123 of the Act, such a person would be obliged to make a mandatory offer to the remaining Shareholders of THL. In accordance with regulation 86(4) of the Companies Regulations, Shareholders may waive their right to receive a mandatory offer.
- 7.2 In the event Shareholders provide the requisite authorities as outlined in this Circular and the Equity Subscription is approved, and an obligation to make a mandatory offer is triggered, Shareholders will be engaged further, through a TRP specific circular, to consider either:
- (i) A mandatory offer in terms of section 123 of the Act; or
 - (ii) To waive their Shareholder right to receive a mandatory offer in accordance with regulation 86(4) of the Companies Regulations.

8. SHARE CAPITAL AND DEBT

- 8.1 At the Last Practicable Date, the authorised and issued shares in the Company are as follows:

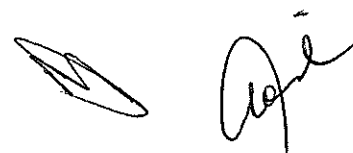
- (i) Prior to the Equity Subscription:

Class of Shares	Number of Shares
Authorised Shares with no par value	5 000 000 000
Issued Shares with no par value	135 112 506
<i>Total stated capital of ZAR 1 678 804 483 (one billion six hundred and seventy-eight million eight hundred and four thousand four hundred and eighty-three Rand).</i>	

- (ii) Post the adoption of the required Shareholder Resolutions and the Equity Subscription which will issue a maximum number of Shares of 4 864 887 494, the authorised and issued shares of the Company will be as follows:

Class of Shares	Number of Shares
Authorised Shares with no par value	5 000 000 000
Issued Shares with no par value	5 000 000 000
<i>Total stated capital of ZAR 6 396 108 614 (Six billion three hundred and ninety-six million one hundred and eight thousand six hundred and fourteen Rand).</i>	

- 8.2 The number of Shares in issue post the Equity Subscription will be 5 000 000 000.
- 8.3 The pricing is unrestricted due to the fluctuation of the debt, considering the interest accrued on the capital portion of such debt, allocated for the Equity Subscription of 4 864 887 494 Shares. The final price will be contingent upon the date of Share issuance and the corresponding quantum of debt that is converted at that point.
- 8.4 Vision Investments will hold 4 864 887 494 Shares post the Equity Subscription which equates to circa 97.3%.
- 8.5 At the Last Practicable Date, 219 168 (two hundred and nineteen thousand one hundred and sixty-eight) Shares are held by Subsidiaries of THL in treasury for the purposes of fulfilling share awards outstanding in terms of the Company's management share ownership plan. These shares will be cancelled, as permissible in terms of the Company's management share ownership plan and MOI, and therefore there is no impact on the number of shares that can be issued in terms of the Equity Subscription.
- 8.6 There has been no issue of Shares in the 3 (three) years preceding the Last Practicable Date.



- 8.7 At the Last Practicable Date, all the authorised and issued shares in THL are of the same class and rank *pari passu* in every respect and accordingly, no shares have any special or preferent right to dividends, capital or profits or any other special or preferent right, including special or preferent redemption rights and special or preferent rights on liquidation or distribution of capital assets.
- 8.8 Financial analysis of the Equity Subscription post a proportionate *circa* R4.9 bn reduction of the Lender Group Facility Balance (based on the quantum of the Lender Group Facility Balance on the Signature Date of the Equity Subscription Agreement):

	Before Transaction March 2024	Total consolidated adjustment	Post transaction
Gross borrowings			
South Africa	9 528.4	(4 893.0)	4 635.4
Lender Group	8 493.0	(4 893.0)	3 600.0
IDC PCF Facility	1 006.6		1 006.6
Other	28.8		28.8
Mozambique	1 175.7		1 175.7
Zimbabwe	633.9		633.9
Total gross borrowing	11 338.0	(4 893.0)	6 445.0
Gross borrowings			
Non-current borrowings	1 479.7	3 600.0	5 079.7
Current borrowings	9 908.3	(8 493.0)	1 365.3
	11 338.0	(4 893.0)	6 445.0

Commentary:

1. The Equity Subscription will achieve a reduction of *circa* R4.9 bn (based on the quantum of the Lender Group debt balance on the Signature Date of the Equity Subscription Agreement) in debt to more sustainable level through a reduction of the Lender Group Facility Balance to a balance of *circa* R3.6 bn. The final commercial terms of the remaining *circa* R3.6 bn of debt are still to be finalised.
2. The movement of R3.6 bn in the long-term borrowings is the net movement of the increase in the non-current portion of borrowings, moving the current (short term) portion of borrowings relating to the Lender Group debt in full to non-current borrowings.
3. The utilisation of the *circa* R4.9 bn (based on the quantum of the Lender Group debt balance on the Signature Date of the Equity Subscription Agreement) debt to subscribe for equity will result in an equity issue of 4 864 887 494 Shares and Vision Investments holding *circa* 97.3% of the issued share capital of THL, post the Equity Subscription. Previous Shareholders will hold *circa* 2.7% which is 135 112 506 Shares, post the Equity Subscription.
4. At 31 March 2024, and prior to the Equity Subscription, the Lender Group Facility Balance owing by THL to the Lender Group totalled R8.5 bn. The finance costs incurred on the Lender Group Facility Balance for the year ended 31 March 2024 was R1.03 bn. Assuming the Equity Subscription occurred on 1 April 2023, the finance costs for the year incurred on the residual claim of R3.6 bn would reduce by R585 m to R448 m.
5. In relation to the share capital to be issued, the Lender Group Facility Balance is unrestricted due to the fluctuation of the debt, considering the interest accrued on the capital portion of such debt. The final Equity Claim will be contingent upon the date of Share issuance and the corresponding quantum of the Lender Group Facility Balance, which is to be discharged, by means of exchange. Lender Group Facility Balance of *circa* R4.9 bn discharged, by means of exchange, for the issue of 4 864 887 494 Shares will result in a deemed Share value of 101c in relation to the exchange.

6. In the event the Subscription Date occurs at a later stage, the below outlines the expected indicative Share value over the next six months:

	Signature Date	31 May	30 June	31 July	31 August	30 September	31 October
Total Lender Group Facility Balance*	8 493.0	8 600.4	8 741.0	8 886.5	9 031.9	9 172.7	9 318.2
Claim Balance (as defined in the Equity Subscription Agreement)	3 600.0	3 600.0	3 600.0	3 600.0	3 600.0	3 600.0	3 600.0
Equity Claims	4 893.0	5 000.4	5 141.0	5 286.5	5 431.9	5 572.7	5 718.2
Shares issued	4 864 887 494						
Deemed Share value	1,01	1,03	1,06	1,09	1,12	1,15	1,18

* The Total Lender Group Facility Balance may vary depending on the prevailing interest rates. The indicative amounts presented above are prepared on the basis of the interest rates remaining at the current rates

9. DIRECTORS

9.1 Directors' remuneration

The remuneration of the Directors will not be varied as a consequence of Vision Transactions.

9.2 Directors' interests in Shares

The direct and indirect beneficial interests of Directors (and their associates), including, to the best of the Board's knowledge, any director of THL who resigned during the 18 (eighteen) months preceding the Last Practicable Date, in the issued Shares as at the Last Practicable Date were as follows:

Name	Number of Shares beneficially owned	Percentage of Total Shares
RD Aitken	57 580	0.04
JG Hudson	161 379	0.11
Total	218 959	0.15

There have been no changes in these beneficial interests as of the Last Practicable Date.

- 9.3 There have been no transactions in the past 18 months and therefore no directors have had a material beneficial interest in any such transactions.

10. SHAREHOLDERS

10.1 Major Shareholders and other top 5 shareholders prior to the new issue of Shares:

Details	Percentage	Number of Shares
Public Investments Corporation Limited	circa 16.62%	22 455 698
Artemis Investments Proprietary Limited	circa 14.88%	20 104 741
Braemer Trading Limited	circa 9.98%	13 484 228
PSG Fund Management:	circa 7.80%	10 538 775
Ushukela Investments Proprietary Limited (formerly Betelgeux Investments Proprietary Limited)	circa 2.94%	3 972 308
Ebrahim Ahmed Adamjee	circa 2.01%	2 715 761
Total	circa 54.23%	73 271 511

11. MATERIAL CONTRACTS

THL and its subsidiaries have not entered into any restrictive funding arrangements, as defined in the Requirements.

The details of the material terms of the historical Facility Agreements are set out in the reviewed condensed consolidated interim financial for the six months ended 30 September 2021, released 9 December 2021. Please see pages 49 to 51. This is available on the company's website here: at the following link: <https://www.tongaat.com/wp-content/uploads/2021/12/Interim-results-for-the-six-months-ended-30September-2021.pdf>

There have not been any material changes to the terms and conditions as disclosed above and incorporated by reference in paragraph 20 below and the Equity Subscription will not result in any change in the existing terms and conditions of the Facility Agreements.

12. RESOLUTIONS TO BE PROPOSED TO SHAREHOLDERS

The BRPs propose the Shareholder Resolutions for consideration, and if deemed fit, adoption, by Shareholders. The Shareholder Resolutions are set out in the Notice of General Meeting.

13. RECOMMENDATIONS

13.1 The BRPs are of the view that Vision Transactions are in the best interests of the Company. It follows that each of the BRPs unanimously recommends that Shareholders vote in favour of the Shareholder Resolutions. One of the reasons for this recommendation being that in the potential alternative transaction of a sale of the business and assets as a going concern, the Shareholders would realise Rnil, whereas, under this transaction the Shareholders retain *circa* 2.7%, which over time is likely to hold value and may be traded, subject to reinstatement by the JSE post restoration of outstanding compliance elements with the aim of reinstating the THL listing on the JSE.

13.2 Each Director who beneficially owns Shares will vote those Shares in favour of all the Shareholder Resolutions.

14. CONSENTS

Each advisor whose name appears on the inside front cover of this Circular has consented in writing to act in the capacity stated and to its name appearing in this Circular and has not withdrawn its consent prior to the Last Practicable Date.

15. EXPENSES

The estimated total amount of expenses (excluding VAT) relating to the specific issue as contemplated in the Requirements which have been incurred by the Company or that are expected to be incurred are set out below:

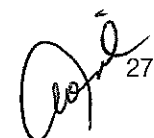
Expense Details	Payable to	Rand
JSE Documentation Fee	JSE	<i>circa</i> R26 815.13
JSE Listing Fee	JSE	<i>circa</i> R750 741.67

16. DIRECTORS' RESPONSIBILITY STATEMENT

The BRPs whose names are stated on page 13 collectively and individually accept full responsibility for the accuracy of the information contained in this Circular in relation to THL, and certify that, to the best of their knowledge and belief, there are no facts which have been omitted which would make any statement in this Circular in relation to THL false or misleading, and that all reasonable enquiries to ascertain such facts have been made and that this Circular contains all information required by the Act.

17. VISION INVESTMENTS DIRECTORS' RESPONSIBILITY STATEMENT

Vision Investments accepts full responsibility for the accuracy of the information contained in this Circular in relation to Vision Investments and the Vision Parties, and certify that, to the best of its knowledge and belief, there are no facts which have been omitted which would make any statement in this Circular in



relation to Vision Investments false or misleading, and that all reasonable enquiries to ascertain such facts have been made and that this Circular contains all information required by the Act.

Vision Investments confirms that none of the parties who are defined as Vision Parties, including all associates, are related parties to THL, as defined in the Requirements.

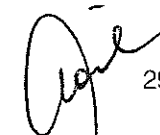
18. LITIGATION STATEMENT

18.1 THL Existing Litigation

Plaintiff/ Defendant/ Applicant/ Respondent	Description	Status and/or Reason	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 end of 2024 where after we will likely seek a date of set down.	R450 m
THL (Plaintiff) against Hollard Insurance Company Limited/ Global Alliance or Global Alliance Insurance	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 the jurisdictional point that was raised, and the matter was argued before the court a quo. Judgement was handed down in favour of the defendant and leave to appeal was granted by consent. The matter will now be heard by the Supreme Court of Appeal and a date for the hearing of the Appeal is awaited.	R52 m
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. Defendant has filed a Plea and pre-trial preparation is underway. The matter is proceeding in the normal course.	R105 m
THL (Applicant)	South African Sugar Association (SASA)	An application has been made to the High Court of South Africa, KwaZulu-Natal Local Division, Durban, seeking the High Court's declaration that the BRPs were entitled in terms of section 136(2)(a) of the Companies Act to suspend THL's obligations to SASA under the Sugar Industry Agreement read together with the Sugar Act 9 of 1978. On 29 November 2023, the Declaratory Application was dismissed with costs by the Honourable Vahed J. The judgement in respect of such order was handed down on 4 December 2023. THL and the BRPs have applied for leave to appeal the decision. The leave to appeal hearing was held on 20 March 2024. Judgement is reserved by Vahed J. The parties have received judgement that the leave to appeal was not granted and THL has subsequently submitted a notice of intention to appeal to the Supreme Court of Appeal.	R526 m

Plaintiff/ Defendant/ Applicant/ Respondent	Description	Status and/or Reason	Quantum
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 Coca-Cola Beverages South Africa ("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. A formal application to have the matter transferred has been filed by CCBSA which has been opposed by THL, Illovo and RCL.	Fine of 10% of turnover
THL (Plaintiff) against GR Cane Haulage	Recovery and 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, <i>inter alia</i> , 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.	R2.9 m
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.	R10 m
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 R31 m in relation to employment issues. The matter continues to be defended. Plaintiffs' attorneys have requested BRP's to agree to waive the s133 moratorium in the matter so it can be set down for trial. This request has been refused by the BRPs. This is still in process.	R32 m
THL (Respondent) in a claim by Mohini Singari Naidoo trading as Powertrans Sales & Services	Court Application in process	Powertrans has sought, <i>inter alia</i> , the following relief in the application: - declaring the Vision business rescue plan adopted in relation to THL at the meeting of creditors held on 11 January 2024 to be unlawful and setting it aside; - directing THL and the BRPs to comply, in the manner contemplated in section 7(k) of the Companies Act, with their duties and the procedures which are set out in sections 140(1) (d), 141(1) & (2) (a), 145(1)(a) and 150 to 152 of the Companies Act; and costs of the application.	NIL

Save as set out above, as at the Last Practicable Date, there were no additional legal or arbitration proceedings, including any such proceedings which are pending or threatened, of which the directors of THL are aware and which may have or have had during the 12-month period preceding the date of issue of this Circular, a material effect on the financial position of THL.

19. NOTICE OF GENERAL MEETING

The General Meeting will be held at **10:00** on **Thursday, 8 August 2024** in order for Shareholders to consider and, if deemed fit, adopt, with or without modification, the Shareholder Resolutions.

The General Meeting will be conducted entirely by electronic communication as contemplated in the MOI and section 63(2)(a) of the Companies Act, and Shareholders will accordingly only be able to access the General Meeting electronically via an electronic facility. More information in this regard is provided in the Notice of General Meeting.

20. DOCUMENTS INCORPORATED BY REFERENCE

The following document has been incorporated by reference and is available for viewing on the Company's website at the link below, as well as being available for inspection as set out in paragraph 21 below:

Material terms of the historical Facility Agreements set out in reviewed condensed consolidated interim financial results for the six months ended 30 September 2021, released 9 December 2021. Please see pages 49 to 51.	https://www.tongaat.com/wp-content/uploads/2021/12/Interimresults-for-the-six-months-ended-30September-2021.pdf

21. DOCUMENTS AVAILABLE FOR INSPECTION

The documents listed below will be available for inspection by Shareholders from Wednesday, 10 July, being the issue date of this Circular, up to and including the date of the General Meeting, on a virtual platform to which Shareholders will be granted access on a "read only" basis upon a request being sent to the Company Secretary (johann.vanrooyen@tongaat.com):

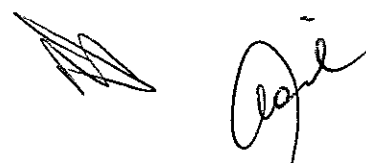
- 21.1 a signed copy of this Circular;
- 21.2 the Approved Plan;
- 21.3 the Equity Subscription Agreement;
- 21.4 Directors' service contracts;
- 21.5 THL and all of its subsidiary companies' memorandum of incorporation;
- 21.6 the audited consolidated annual financial statements of THL for the 3 (three) financial years ended 31 March 2019, 31 March 2020 and 31 March 2021;
- 21.7 the reviewed condensed consolidated interim financial results for the six months ended 30 September 2021; and
- 21.8 the unaudited interim financial results of THL for the 12 (twelve) months ended 31 March 2022.

By order of the Business Rescue Practitioners

TONGAAT HULETT LIMITED

REGISTERED OFFICE OF TONGAAT HULETT:

Amanzimnyama Hill Road Tongaat, KwaZulu-Natal South Africa



ANNEXURE 1: NOTICE OF GENERAL MEETING



Est. 1892

TongaatHulett®

Tongaat Hulett Limited

(Incorporated in South Africa)

(Registration Number: 1892/000610/06)

ISIN: ZAE000096541 JSE share code: TON

("THL" or the "Company")

NOTICE OF GENERAL MEETING

NOTICE IS HEREBY GIVEN to the Shareholders that a general meeting of the Shareholders will be held at **10:00 (South African Standard Time) on Thursday, 8 August 2024.**

The General Meeting will be conducted entirely by electronic communication as contemplated in the MOI and in section 63(2)(a) of the Companies Act, and Shareholders will accordingly only be able to access the General Meeting electronically via an electronic facility. More information in this regard is provided under the heading "Electronic Participation" near the end of this Notice of General Meeting.

Purpose:

The purpose of the General Meeting is to consider and, if deemed fit, adopt, with or without amendment, the resolutions set out hereunder in the manner required by the Companies Act.

Notes:

- The definitions and interpretations commencing on page 6 of the Circular to which this Notice of General Meeting is attached, and of which it forms part. ("**Circular**") apply throughout this Notice of General Meeting.
- **In terms of section 63(1) of the Companies Act, before any person may attend or participate in the General Meeting, that person must present reasonably satisfactory identification, and the person presiding at the General Meeting must be reasonably satisfied that the right of the person to speak and vote at, and participate in, the General Meeting, either as a Shareholder, or as a proxy or a representative for a Shareholder, has been reasonably verified. Acceptable forms of identification include a valid green barcoded or smart card identification document issued by the South African Department of Home Affairs, a South African driver's licence or a valid passport. A Shareholder or its representative or proxy must electronically provide the necessary proof of its identification before such person will be entitled to speak and vote at, and participate in, the General Meeting. Such identification must be delivered by a Shareholder or its representative or proxy either:**
 - on registration, if such Shareholder or its representative or proxy is registering to participate in the General Meeting using the Computershare Summit platform; or
 - by email to the Transfer Secretaries at proxy@computershare.co.za, together with the request to participate in the General Meeting, if such Shareholder or its representative or proxy is requesting to participate in the General Meeting via email.
- If the Shareholder is not an individual, the necessary proof of identification of the representative (such as the representative's valid green barcoded or smart card identification document issued by the South African Department of Home Affairs, South African driver's licence or valid passport) must be accompanied by a copy of a resolution of the Shareholder which sets out that the representative is authorised to represent the Shareholder at the General Meeting.

Record Dates:

In terms of section 59(1)(a) and (b) of the Companies Act, the Board has set the following record dates for the purposes of determining which Shareholders are entitled to:

- receive notice of the General Meeting (being the date on which a Shareholder must be registered in the Securities Register in order to receive this Notice of General Meeting), which date is **Friday, 5 July 2024**; and
- speak and vote at, and participate in, the General Meeting (being the date on which a Shareholder must be registered in the Securities Register in order to participate in, and speak and vote at, the General Meeting), which date is **Friday, 2 August 2024**.

Special Resolution Number 1 – Authorisation to issue additional Shares under Section 41 of the Companies Act

"Resolved as a special resolution that, in the event that the Shares to be issued pursuant to the Equity Subscription will have voting power which is equal to or exceeds 30% of the voting power of all the issued Shares immediately prior to such issue, and in order to issue Shares under the Equity Subscription to Shareholders contemplated in section 41(1) of the Companies Act, the Directors be and are hereby authorised, in terms of section 41(1) and section 41(3) of the Companies Act, to issue such Shares, which will rank pari passu with existing issued Shares."

For Special Resolution Number 1 to be passed, votes in favour of the resolution must represent at least 75% (seventy-five percent) of the voting rights exercised at the General Meeting. None of the Vision Parties or their associates are currently Shareholders of THL and therefore will not be voting nor do they require to be excluded from such a vote.

Reason and effect:

The reason for the Special Resolution Number 1 is to enable the Company to issue Shares in terms of, or for the purposes of implementing, the Vision Transaction in relation to the Equity Subscription which have voting power equal to or in excess of 30% (thirty percent) of the voting power of all issued Shares immediately prior to the proposed issuance.

The effect of adopting Special Resolution Number 1 is that subject to the Board being authorised, on behalf of the Company, to issue Shares in terms of, or for the purposes of implementing, the Vision Transactions relating to the Equity Subscription having voting power equal to or in excess of 30% (thirty percent) of the voting power of all Shares in issue immediately prior to the proposed issuance.

Ordinary Resolution Number 1 – Specific authority to issue Shares

"Resolved that, subject to special resolution number 1 being passed by the requisite majority of Shareholders, the Company is authorised to allot and issue 4 864 887 494 new Shares in the authorised but unissued share capital of the Company, to Vision Investments, pursuant to the terms of the implementation agreement and specific issue, which will rank pari passu with existing issued Shares, as detailed in this Circular to which this notice of general meeting is attached."

For Ordinary Resolution Number 1 to be passed, votes in favour of the resolution must represent at least 75% (seventy-five percent) of the voting rights exercised at the General Meeting. None of the Vision Parties or their associates are currently Shareholders of THL and therefore will not be voting nor do they require to be excluded from such a vote.

Reason and effect:

The reason for the Ordinary Resolution Number 1 is to enable the Company to issue Shares in terms of, or for the purposes of implementing, the Vision Transactions in relation to the Equity Subscription which have voting power and are a specific fresh issue of Shares in terms of the Requirements.

The effect of adopting Ordinary Resolution Number 1 is that subject to the Board being authorised, on behalf of the Company, to issue Shares in terms of, or for the purposes of implementing, the Vision Transactions relating to the Equity Subscription which have voting power and are a specific fresh issue of Shares in terms of the Requirements.

VOTING

The above resolutions will be voted on by way of a poll. On a poll every Shareholder, present personally or represented by proxy or by representative, shall be entitled to cast one vote per Share held.



CERTIFICATED SHAREHOLDERS AND OWN-NAME DEMATERIALISED SHAREHOLDERS

A Certificated Shareholder or Own-Name Dematerialised Shareholder or its representative may speak and vote at, and participate in, the General Meeting by registering to do so in the manner provided in the "Electronic Participation" section below.

Alternatively, a Certificated Shareholder or Own-Name Dematerialised Shareholder may appoint one or more proxies to represent it at the General Meeting by completing the attached Form of Proxy (blue) in accordance with the instructions contained therein. The Certificated Shareholder's or Own-Name Dematerialised Shareholder's proxy may then speak and vote at, and participate in, the General Meeting if the proxy registers to do so in the manner provided in the "Electronic Participation" section below. A proxy need not be a Shareholder.

For the purpose of effective administration, it is requested that the Form of Proxy (blue) be lodged with, emailed to or posted to the Transfer Secretaries, to the addresses provided below, so as to reach the Transfer Secretaries by no later than **10:00 on Tuesday, 6 August 2024**:

Hand deliveries to:

Computershare Investor Services
Proprietary Limited
Rosebank Towers, 15 Biermann Avenue,
Rosebank, Johannesburg, 2196,
South Africa

Postal deliveries to:

Computershare Investor Services
Proprietary Limited
Private Bag X9000, Saxonwold,
Johannesburg, 2132, South Africa

Email deliveries to:

proxy@computershare.co.za

If a Certificated Shareholder or Own-Name Dematerialised Shareholder does not lodge, email or post the Form of Proxy (blue) to reach the Transfer Secretaries by **10:00 on Tuesday, 6 August 2024**, the Shareholder will nevertheless be entitled to email the Form of Proxy (blue) to the Transfer Secretaries at proxy@computershare.co.za so as to reach them prior to the time of commencement of the General Meeting.

DEMATERIALISED SHAREHOLDERS OTHER THAN OWN-NAME DEMATERIALISED SHAREHOLDERS

A beneficial owner of Shares which has Dematerialised its Shares, other than a Dematerialised Own-Name Shareholder should note the following:

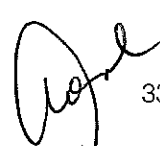
- its CSDP or Broker should contact it to ascertain how it wishes to cast its vote (or to ascertain whether it wishes to abstain from casting its vote) at the General Meeting, and thereafter cast its vote (or abstain from casting its vote) in accordance with those instructions;
- if it has not been contacted by its CSDP or Broker, it is advisable that it contact its CSDP or Broker and furnish it with its voting instructions; and
- if its CSDP or Broker does not obtain voting instructions from it, the CSDP or Broker should vote in accordance with the instructions contained in the mandate agreement between the beneficial owner and the CSDP or Broker.

In accordance with the mandate agreement with its CSDP or Broker, a beneficial owner of Shares which has Dematerialised its Shares, other than a Dematerialised Own-Name Shareholder must advise its CSDP or Broker if it wishes to speak and vote at, and participate in, the General Meeting itself or through a representative. If it does so, its CSDP or Broker should issue the necessary letter of representation to it or its representative to speak and vote at, and participate in, the General Meeting. In order to speak and vote at, and participate in, the General Meeting, the beneficial owner or representative will additionally need to take the steps required in order to access the electronic facility, as provided in the "Electronic Participation" section below.

ELECTRONIC PARTICIPATION

In accordance with the provisions of the Companies Act and the MOI, the General Meeting will be conducted entirely through electronic communication. The electronic meeting facility will enable all participants to communicate concurrently with each other without an intermediary, and to participate reasonably effectively in the General Meeting.

Voting via the electronic facility will be the only method available to Shareholders to vote their Shares at the General Meeting. The electronic facility which has been selected by THL for purposes of the General Meeting is the **Computershare Summit platform**, an electronic facility which may be accessed by using a smartphone, tablet or computer. Votes can be exercised between the commencement of the General Meeting and the closure of voting as announced by the Chairman during the General Meeting.



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A Shareholder or its representative or proxy which wishes to participate in the General Meeting will be required to either:

- register its personal details (including providing reasonably satisfactory identification, as contemplated earlier in this Notice of General Meeting), using the link <https://meetnow.global/ZA>, to enable it to participate in the General Meeting. For the purposes of effective administration, it is requested that such registration be completed by no later than **10:00 on Tuesday, 6 August 2024**. A Shareholder or its representative or proxy who does not complete registration by that time may still participate in the General Meeting via electronic communication by completing registration prior to the time of commencement of the General Meeting. If any Shareholder or its representative or proxy experiences any difficulty with such registration process, such Shareholder or its representative or proxy, as the case may be, should request an agent of the Transfer Secretaries to assist such Shareholder or representative or proxy with such difficulty by sending an email to proxy@computershare.co.za; or
- send a notice by email to the Transfer Secretaries at proxy@computershare.co.za advising that it wishes to participate in the General Meeting and attaching reasonably satisfactory identification, as contemplated earlier in this Notice of General Meeting. For the purpose of effective administration, it is requested that the email be sent so as to reach the Transfer Secretaries by no later than **10:00 on Tuesday, 6 August 2024**. A Shareholder or its representative or proxy who does not send an email so as to reach the Transfer Secretaries by that time may still participate in the General Meeting via electronic communication by emailing the Transfer Secretaries at proxy@computershare.co.za so as to reach them prior to the time of commencement of the General Meeting and attaching reasonably satisfactory identification.

Following successful completion of that registration process, a Shareholder or its representative or proxy can connect to the General Meeting by using the link <https://meetnow.global/ZA> and following the prompts on that website. A Shareholder or its representative or proxy will need the latest versions of Chrome, Safari, Internet Explorer 11, Edge or Firefox. A Shareholder or its representative or proxy should ensure that its browser is compatible.

Once a Shareholder or its representative or proxy has successfully authenticated, the info screen will be displayed. The Shareholder or its representative or proxy can then view company information, ask questions and watch the webcast.

If the General Meeting is being viewed on a computer, the webcast will automatically appear at the side once the meeting has started.

Voting:

- the chairman will open voting on all resolutions at the start of the meeting. Once the voting has opened, a Shareholder or its representative or proxy can navigate to the voting icon. From there, the resolutions and voting choices will be displayed;
- to vote, a Shareholder or its representative or proxy selects the voting direction from the options shown on screen. A confirmation message will appear to show the vote has been received;
- if a Shareholder or its representative or proxy wishes to change its vote, it should click on the change vote link and select another voting direction; and
- once the chairman has opened voting on the resolutions, voting can occur at any time during the meeting until the chairman closes the voting.

If a Shareholder or its representative or proxy experiences any difficulty with logging into the General Meeting, that Shareholder or its representative or proxy, as the case may be, should request an agent of the Transfer Secretaries to assist that Shareholder or representative or proxy with such difficulty by sending an email to proxy@computershare.co.za.

The cost of procuring the electronic facility will be for the account of the Company. The costs of accessing the electronic facility will be borne by the Shareholder.

It is recommended that Shareholders or their representatives or proxies log into the facility at least 15 (fifteen) minutes prior to the scheduled start time of the General Meeting.



The Company shall not be liable in the case of loss of network connectivity or other network failure, whether due to insufficient airtime, internet connectivity, internet bandwidth and/or power outages or otherwise, which prevents any Shareholder or its representative or proxy from participating in and/or voting at the General Meeting.

By order of the Business Rescue Practitioners

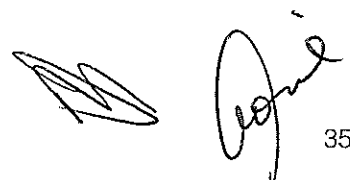
TONGAAT HULETT LIMITED

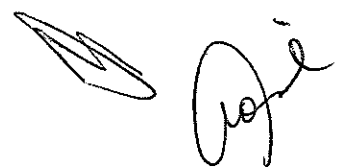
Registered office of Tongaat Hulett:

Amanzimnyama Hill Road
Tongaat, KwaZulu-Natal
South Africa

Transfer Secretaries

Computershare Investor Services Proprietary Limited
(Registration Number: 2004/003647/07)
Rosebank Towers, 15 Biermann Avenue, Rosebank
Johannesburg, 2196, South Africa
Private Bag X9000, Saxonwold,
Johannesburg 2132, South Africa
proxy@computershare.co.za

Two handwritten signatures in black ink. The signature on the left is stylized and appears to be 'M'. The signature on the right is more cursive and appears to be 'A. Hulett'.

A handwritten signature in black ink, consisting of a stylized, cursive script that appears to read "P. J. L." followed by a flourish.



TongaatHulett®

Tongaat Hulett Limited

(Incorporated in South Africa)

(Registration Number: 1892/000610/06)

ISIN: ZAE000096541 JSE share code: TON

("THL" or the "Company")

FORM OF PROXY

FOR USE BY CERTIFICATED SHAREHOLDERS AND OWN-NAME DEMATERIALISED SHAREHOLDERS AT THE GENERAL MEETING OF THL TO BE HELD ELECTRONICALLY AT 10:00 (SOUTH AFRICAN STANDARD TIME) ON THURSDAY, 8 AUGUST 2024.

For completion by Certificated Shareholders and Own-Name Dematerialised Shareholders who are unable to attend and vote at the General Meeting of the Company to be held electronically **at 10:00 on Thursday, 8 August 2024**, including a resumption of an adjourned meeting, and the recommencement at a postponed meeting ("**General Meeting**").

The definitions and interpretations commencing on page 6 of the Circular to which this Form of Proxy is attached apply throughout this Form of Proxy.

Each Certificated Shareholder and Own-Name Dematerialised Shareholder is entitled to appoint a proxy (who need not be a Shareholder) to speak and vote in place of that Shareholder at the General Meeting. Please read the notes to this Form of Proxy below.

I/We _____ (please print names in full)

of _____ (address)

Telephone/Cellphone number: _____ Email address: _____

being the holder/s of _____

Shares in the Company, do hereby appoint: _____

1. _____ or, failing him/her

2. _____ or, failing him/her

3. the chairman of the General Meeting,

as my/our proxy to attend, speak and vote for me/us and on my/our behalf at the General Meeting, and to vote or to abstain from voting at the General Meeting as follows on the ordinary and special resolutions to be proposed at such meeting:

	For	Against	Abstain
Special Resolution Number 1: Authorisation to issue additional shares under section 41 of the Companies Act			
Ordinary Resolution Number 1: Specific Authority to Issue Shares in terms of paragraph 5.51(g) of the Requirements			

Signed at _____ this _____ day of _____ 2024

Signature _____

Assisted by me, where applicable (name and signature) _____

Please read the notes and instructions below.

NOTES TO THE FORM OF PROXY

1. This Form of Proxy is only to be completed by Certificated Shareholders and Own-Name Dematerialised Shareholders.
2. A Shareholder may insert the name of a proxy or the names of two alternative proxies of the Shareholder's choice in the space provided. The Person whose name stands first on the Form of Proxy and who is present at the General Meeting will be entitled to act to the exclusion of those whose names follow.
3. The above resolutions will be voted on by way of a poll. On a poll, every Shareholder present personally or represented by proxy or by representative, shall be entitled to cast one vote per Share held.
4. A Shareholder's instructions to the proxy must be indicated by inserting the relevant numbers of votes exercisable by the proxy in the appropriate box or by inserting "X" should the Shareholder wish to vote all Shares held by it. Failure to comply will be deemed to authorise the proxy to vote or to abstain from voting, as the case may be, in respect of all the Shareholder's votes. A Shareholder or the proxy is not obliged to exercise all the votes exercisable by the Shareholder or by the proxy, but the total of votes cast and in respect of which abstention is recorded may not exceed the total of votes exercisable by the Shareholder or by the proxy.
5. Forms of Proxy must be dated and signed by the Shareholder appointing a proxy.
6. For purpose of effective administration, it is requested that the Form of Proxy be lodged with, emailed to or posted to the Transfer Secretaries, to the addresses provided below, so as to reach the Transfer Secretaries at or before **10:00 on Tuesday, 6 August 2024**:

Hand deliveries to:

Computershare Investor Services
Proprietary Limited
Rosebank Towers, 15 Biermann Avenue,
Rosebank, Johannesburg, 2196,
South Africa

Postal deliveries to:

Computershare Investor Services
Proprietary Limited
Private Bag X9000, Saxonwold,
Johannesburg, 2132, South Africa

Email deliveries to:

proxy@computershare.co.za

If a Certificated Shareholder or Own-Name Dematerialised Shareholder does not lodge, email or post the Form of Proxy to reach the Transfer Secretaries by **10:00 on Tuesday, 6 August 2024**, the Shareholder will nevertheless be entitled to email the Form of Proxy to the Transfer Secretaries at proxy@computershare.co.za so as to reach them prior to the time of commencement of the General Meeting.

7. Completing and lodging, emailing or posting this Form of Proxy will not preclude the relevant Shareholder from attending the General Meeting, speaking, and voting personally to the exclusion of any proxy appointed in terms hereof.
8. Documentary evidence establishing the authority of a Person signing this Form of Proxy in a representative capacity or other legal capacity must be attached to this Form of Proxy, unless previously recorded by the Transfer Secretaries or waived by the chairperson of the General Meeting.
9. The completion of blank spaces need not be initialled. Any alteration or correction made to this Form of Proxy must be initialled by the signatory/ies.
10. If any Shares are jointly held, all joint Shareholders must sign this Form of Proxy. If more than one of those Shareholders is present at the General Meeting either personally or by proxy, the Person whose name appears first in the Securities Register will be entitled to vote to the exclusion of the others.
11. Despite the foregoing, the chairman of the General Meeting may waive any formalities that would otherwise be a prerequisite for a valid Form of Proxy.

TRANSFER SECRETARIES' OFFICES

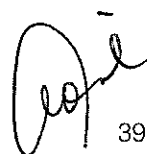
South Africa

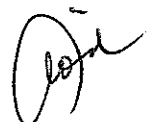
Computershare Investor Services Proprietary Limited
(Registration Number: 2004/003647/07)
Rosebank Towers, 15 Biermann Avenue, Rosebank
Johannesburg, 2196, South Africa (Private Bag X9000, Saxonwold, 2132, South Africa)
Tel: +27 11 370 5000
Email: proxy@computershare.co.za

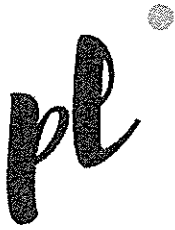
Summary of terms of section 58(8)(b)(i) of the Companies Act

- Section 58(8)(b)(i) provides that the form of proxy supplied by a company for the purpose of appointing a proxy must bear a reasonably prominent summary of the rights established by section 58 of the Companies Act, 2008, as amended, which summary is set out below:
- a shareholder of a company may, at any time, appoint any individual, including an individual who is not a shareholder of that company, as a proxy to, among other things speak and vote at, and participate in, a shareholders meeting on behalf of the shareholder;
- a shareholder may appoint two or more persons concurrently as proxies;
- a shareholder may appoint more than one proxy to exercise voting rights attached to different securities held by the shareholder;
- a proxy may delegate the proxy's authority to act on behalf of the shareholder to another person;
- a proxy appointment must be in writing, and dated and signed by the shareholder; and remains valid only until the meeting (including any resumption thereof pursuant to an adjournment or recommencement thereof pursuant to a postponement) ends, unless the proxy appointment is revoked, in which case the proxy appointment will be cancelled with effect from such revocation;
- a shareholder may revoke a proxy appointment in writing;
- a proxy appointment is suspended at any time and to the extent that the shareholder chooses to act directly and in person in the exercise of any rights as a shareholder; and
- a proxy is entitled to exercise, or abstain from exercising, any voting right of the shareholder without direction, except to the extent the form of proxy provides otherwise.



A stylized, handwritten signature in black ink, possibly reading "M".A handwritten signature in black ink, possibly reading "Poni".

A stylized handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke.A stylized handwritten signature in black ink, featuring a circular loop and a long horizontal stroke.



"MAR20"

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TONGAAT HULETT LIMITED

attn: JJ van Rooyen
email: Johann.vanRooyen@tongaat.com
cc: Metis Strategic Advisors, Business Rescue Practitioners
email: BR@tongaat.com, peter@metis.co.za, trevor@metis.co.za

our reference:	
matter number:	ART-002
your reference:	Vision Plan
direct line:	+27 (0) 21 286 1555
direct email:	adam@pike-law.co.za
date:	7 August 2024

Dear Sir

TONGAAT HULETT LIMITED– BUSINESS RESCUE PRACTITIONER ENGAGEMENT

introduction

1. We act for Artemis Investments Proprietary Limited, our clients.
2. We address this letter to you, in anticipation of the general meeting of the shareholders of Tongaat Hulett Limited ("**Company**") to be held on Thursday, 8 August 2024. The subject matter of the letter concerns *inter alia*:
 - 2.1 the lawfulness and the validity of the Approved Plan of 11 January 2024 ("**Approved Plan**");
 - 2.2 the omission of critical information and data in the Circular dated 10 July 2024 ("**Circular**");
 - 2.3 the business of the general meeting to be held on 8 August 2024;
 - 2.4 the approvals sought at the general meeting; and
 - 2.5 matters ancillary thereto.
3. You will see that the email to which this letter is attached has been copied to representatives of other shareholders, given their respective interests in the subject matter of this letter. At the meeting, all of the issues set out in this letter will need to be addressed, whether by the chairman of the meeting or the business rescue practitioners ("**Practitioners**").

the right to speak and be heard

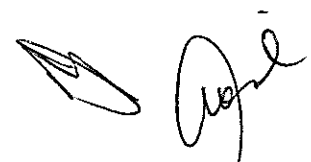
4. Section 63(2) of the Companies Act 71 of 2008 ("Act") states that:

"... unless prohibited by its memorandum of incorporation, a company may provide for (a) a shareholders meeting to be conducted entirely by electronic communication; or (b) one or more shareholders, or proxies for shareholders, to participate by electronic communication in all or part of a shareholders meeting that is being held in person, as long as the electronic communication employed ordinarily enables all persons participating in that meeting to communicate concurrently with each other without an intermediary, and to participate reasonably effectively in the meeting."
[emphasis supplied]

5. There remains the obligation on the Company to ensure equal access to the electronic meetings for shareholders as well as the obligation to ensure that each shareholder has the ability to communicate concurrently, as contemplated in section 63(2) of the Act. Whilst wholly virtual general meetings are permitted, their convening must comply with the requirements of subsection 63(2)(a) of the Act.
6. The term "intermediary" is not defined in the Act, but the ordinary meaning of intermediary would suggest that the Act prohibits any limitation by an intermediary on the rights of shareholders to communicate effectively for themselves or by proxies at a shareholders meeting. Accordingly, you are requested to ensure that shareholders:
- 6.1 are free to speak and pose questions in real time;
 - 6.2 can communicate without excessive moderation and may be allowed to communicate verbally or in writing;
 - 6.3 enjoy the same rights as if they were in an in-person general meeting; and
 - 6.4 are not required to participate via an intermediary, which would contravene s63(2) of the Act.
7. You will appreciate that this general meeting may be the last opportunity for the present shareholders to participate meaningfully in the business of the Company. It is for that reason that the shareholders should be given every opportunity to speak and pose questions, to be given full and frank answers by the director and the Practitioners, and generally to hold the director and the Practitioners to account, in a manner that is open and transparent.

validity of the business rescue plan

8. Upon appointment, the authority of the board, and hence the management of the company, vests in the duly appointed business rescue practitioner.



9. The practitioner can only exercise those powers lawfully available to her. These include management power, the powers in memorandum of incorporation ordinarily available to the board, the statutory powers in the Act, and the particular powers relating to practitioners in general.
10. Subsection 152(5) of the Act requires the particular company, under the direction of the appointed practitioner, to take all necessary steps to attempt to satisfy any conditions on which the business rescue plan is contingent, and implement the plan as adopted. But, for subsection 152(5) to make sense, the business rescue plan must in fact be capable of being implemented by the particular company. Put differently, a business rescue plan which is incapable of being implemented by the company in question, cannot be valid.
11. Presently, the Company is incapable of concluding, rendering unconditional, implementing enforcing the acquisition agreement between the Vision Parties and the Lender Group, pursuant to which the Lender Group's Claims are acquired by the Vision Parties. Notwithstanding that the Lender Group may be bound by the Approved Plan, and that the Vision Parties have undertaken, in the Subscription Agreement, to be bound, neither the Company nor the Practitioners are able to enforce the acquisition agreement, as against the parties thereto.
12. Moreover, if the Lender Group Claim acquisition agreement should fail, neither the Company nor the Practitioners are in a position to compel the Vision Parties to perform in terms of the acquisition agreement or to seek appropriate recourse against a defaulting party. Given that this transaction is the fulcrum upon which the Approved Plan balances, the Approved Plan is flawed.
13. Assuming, that the acquisition agreement is concluded and capable of implementation by the Company in accordance with its terms (if needs be), there is another questionable aspect of Approved Plan that requires interrogation.
14. Once the Vision Parties are the holders of the Lender Group Claim, the Plan anticipates that the Vision Parties will implement a debt for equity swap by subscribing for new shares in the Company. This is a step that the Company and the Practitioners are unable to implement without the cooperation of the Vision Parties.
15. And, if an amended business rescue plan is put to the Vision Parties for a vote, they will not be obliged to vote in its favour. At that stage, the Company and the business rescue proceedings will be at the mercy of the Vision Parties, who may, at their whim, chose to put the Company into liquidation, and take control of the Company's assets and employ them to their own ends.



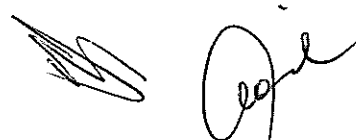
16. Assuming, that the Vision Parties engage in good faith, there is yet another questionable aspect of Approved Plan that requires serious reconsideration. Although the Practitioners may determine the consideration for and issue the Subscription Shares, the Practitioners are not permitted to ignore the requirement that shareholders approve the dilution by way of a special resolution in terms of section 41 of the Act.
17. For these reasons, you will appreciate the serious misgivings our clients share, regarding the Approved Plan and the business to be voted upon during the forthcoming general meeting.

questions raised in the powertrans litigation

18. We express no opinion concerning the merits of the Powertrans litigation. That said, there are questions that the application raises, that remain unanswered.
19. A letter from Standard Bank was attached to the Practitioner's answering affidavits in the Powertrans application, which states that *"The account has sufficient cash for Vision to execute the contemplated transaction per the amended Vision business rescue plan dated 20 December 2023."* The following issues arise:
 - 19.1 There was no business rescue plan dated 20 December 2023;
 - 19.2 The approved business rescue plan was originally dated 29 Nov 2023 and then amended on 10 January 2024.
20. Was Standard Bank given access to an unpublished business rescue plan?
21. The phrase *"amended Vision business rescue plan"* suggests that the Vision Parties submitted a business rescue proposal to the Practitioners and to Standard Bank, the terms of which are unknown. But, on the basis of the undisclosed proposal, the terms of which are not binding, Standard Bank purported to give an assurance.
22. The issue is that there is no way to confirm whether the *"contemplated transaction per the amended Vision business rescue plan dated 20 December 2023"* is the same as the transaction contemplated in the Circular and in the Approved Plan. For that reason, please disclose the *"amended Vision business rescue plan dated 20 December 2023"*.
23. Paragraph 236 of the answering affidavit states that the Practitioners *"were provided with assurances from both the Lender Group and Vision that Vision had already brought into South Africa and paid a substantial non-refundable deposit to the Lender Group, which would vest Vision with sufficient debt previously held by the Lender Group to enable the debt-to-equity conversion provided for in the Plan, to occur."*

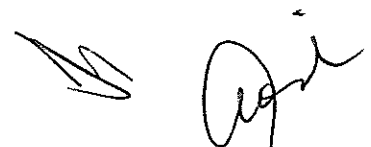
24. If that is the case, it would mean that the non-refundable deposit:
- 24.1 which enables Vision to implement the debt-to-equity conversion, must be equal to the Equity Claim, which is used to implement the Equity Subscription;
- 24.2 must be equal to circa R4.9 bn.¹
25. Please confirm that the non-refundable deposit is equal to circa R4.9 bn.
26. Paragraph 240 of the answering affidavit states that the Practitioners *"remain satisfied, that the exchange of debt-for-equity aspect of the Vision Plan [...] was not dependent upon any future payment of purchase consideration [...]. Therefore, the BRPs were satisfied that the debt for equity exchange proposed in the Plan could competently proceed."*
27. Please confirm that the Practitioners *"remain satisfied, that the exchange of debt-for-equity aspect [...] (is) not dependent upon any future payment of purchase consideration [...]."*
28. Paragraph 243 of the answering affidavit states that substantial deposit paid by Vision (in excess of R1,5 billion) is sufficient to vest it with a right to acquire the Lender Group's claim of R8.5 bn. and that the substantial deposit is sufficient to be exchanged for shares when the debt-to-equity conversion goes ahead, notwithstanding that the Equity Claim is worth circa R4.9 bn. Is this the case?
29. Paragraph 243 of the answering affidavit states that *"if Vision were not to pay the balance of the purchase price owed to the Lender Group under the Third Acquisition Agreement, that would not invalidate the Vision Plan."* If that is the case, bearing in mind that the substantial deposit is in excess of R1,5 billion, how do the Practitioners understand that the Vision Parties would fund the balance of the Equity Claim?
30. Paragraph 340.11 of the answering affidavit states that *"Vision has acquired the Lender Group claims but payment of the balance of the purchase price (in addition to the substantial deposit) must be paid by a predetermined date"*. If that is the case, it would mean that the Lender Group are no longer creditor, and would not be entitled to vote for the adoption of any further amendments to the Adopted Plan, should that be required. Please confirm our understanding is correct.

¹ Paragraph 3.1.(iii)(d) of the Circular.



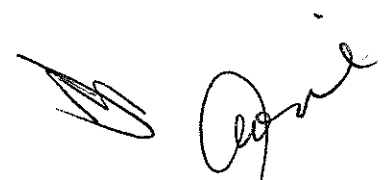
the subscription agreement

31. Neither the Company nor the Vision Parties offer each other any warranties concerning the transaction contemplated in the Subscription Agreement. Accordingly, please confirm:
- 31.1 that the Vision Parties have, as a matter of fact and as a matter of law:
- 31.1.1 acquired all rights and unencumbered title in and to the Equity Claims from the Lender Group;
- 31.1.2 acquired all of the rights and entitlements to the security over the assets to which the Equity Claims relate from the Lender Group;
- 31.2 that the Lender Group have no further rights or title to the Equity Claims, and no further rights or entitlement to exercise the security over the assets to which the Equity Claims relate;
- 31.3 the date when the Lender Group disposed, and the Vision Parties acquired the Equity Claims and the related security;
- 31.4 that the Vision Parties are entitled to transfer the Equity Claims to the Company as consideration for the Subscription Shares;
- 31.5 that upon receipt of the Equity Claims, the encumbered assets held as security in relation to the quantum of the Equity Claim shall thereby become unencumbered;
- 31.6 that the Subscription Shares shall, in the hands of the Vision Parties, be and remain unencumbered;
- 31.7 that, in relation to clause 10.2.2, which states that after the Distribution of the Subscription Shares, to the particular Vision Parties, the Vision Party in question, and no other person, shall be entered into the securities register as the beneficial owner of the applicable Subscription Shares;
- 31.8 that the omission and/or failure by the Board and/or the Practitioners to conclude the Subscription Agreement without seeking any representations, warranties or indemnities from the Vision Parties was not negligent or a breach of trust, or a failure to act in good faith in the best interests of the Company or a failure to act with care, skill and diligence;
- 31.9 whether the Practitioners are able to mitigate the risk if the Vision Parties are unable to deliver the Equity Claims against the issue and allotment of the Subscription Shares.



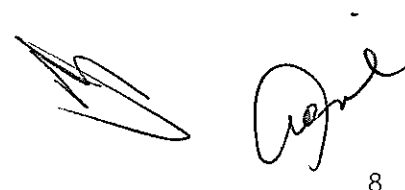
the business rescue plan

32. The Approved Plan states that *"the BRPs have received proof that the substantial cash deposit (referred to above) is held in a bank account in South Africa. Vision Parties have sufficient cash to execute the contemplated transaction as per the Business Rescue Plan."* Accordingly, please confirm:
- 32.1 the holder / controller and the provider of *"the bank account in South Africa"*;
- 32.2 the nature and the form of the proof the Practitioners obtained regarding the *"substantial deposit"*, whether a bank guarantee, professional undertaking, confirmation of a deposit held in trust account or otherwise;
- 32.3 the identity of the person who provided the proof regarding the *"substantial deposit"*;
- 32.4 what is meant by *"substantial"*, that is what proportion of the purchase consideration is represented by the deposit;
- 32.5 what steps were taken and are being taken to ensure that the *"substantial deposit"* is secure and incapable of being moved or diverted;
- 32.6 that the Practitioners have personally verified that *"the Vision Parties have sufficient cash to execute the contemplated transaction as per the Business Rescue Plan"*, being the difference between the *"substantial deposit"* and the total purchase price consideration.
33. The Approved Plan states that the Practitioners *"are advised by the Vision Parties that know your client ("KYC") and Financial Intelligence Centre Act ("FICA") requirements have been complied with."* Accordingly, please confirm:
- 33.1 which particular Vision Party advised the Practitioners that the KYC and FICA requirements were met;
- 33.2 whether the advising Vision Party gave that advice for and on behalf of all of the Vision Parties;
- 33.3 whether the Practitioners accepted the advice at face value or undertook their own due diligence;
- 33.4 in the event that the Practitioners undertook their own due diligence, what steps they took to confirm that the KYC and FICA requirements were met for each of the Vision Parties.



34. If only a portion of the purchase price has been paid for the total Lender Group claims, confirm:
- 34.1 what percentage of the total lender group claims have been acquired by Vision Investments;
 - 34.2 whether a proportional amount of security relating to the claims have been transferred to Vision Investments;
 - 34.3 whether the security has been divided and what ranking the affected parties have over the security;
 - 34.4 in relation to the balance of the purchase price of the Lender Group claims whether the Practitioners have verified:
 - 34.4.1 how the balance of the purchase price will be settled;
 - 34.4.2 what steps are required to achieve this.
35. Are the Practitioners aware of any plan by Vision Investments to dispose of group assets to settle the balance of the purchase price? If so:
- 35.1 will Vision Investments exercise rights to realise assets encumbered for the purposes of securing the Claim Balance;
 - 35.2 how will such a transaction be implemented;
 - 35.3 how Vision Investments could apply the proceeds flowing from disposal of group assets to the outstanding purchase price.
36. Are the Practitioners aware of any contractual arrangements between any of the Vision Parties and the Lender Group other than the agreements disclosed in the Circular and in the Approved Plan relating to the subject matter of the business rescue proceedings?
37. The purpose of the Approved Plan is to rescue the Company, yet the Circular states² that the Approved Plan may, as an alternative to rescuing the Company, rescue the business.
38. It is the Practitioners' view that a business rescue plan can be implemented to save a business at the expense of the Company? Our understanding is that the purpose of business rescue is to preserve the entity, rather than the assets.

² 3.1 (iii) (a).



39. The Circular states³ that the Approved Plan will result in *"the opportunity for new jobs to be created as the business grows under new ownership with Vision Parties"*. Our understanding is that the Company remains the owner of the business and the assets, but that the Approved Plan merely introduces a new consortium of majority shareholders. Please confirm that this is the case.

the circular

40. Paragraph 1.3 of the Circular states that *"Due to time constraints, as well as cost constraints, THL is not in a position to fully apply the provisions of the Requirements in as far as they apply to the implementation of the Approved Plan."*
41. The specific issue of shares has been a part of the Approved Plan since the 29 November 2023 version was published. Was it due to a *"time constraint"* or a *"cost constraint"* that precluded the preparation of *"up-to-date audited financial information and financial impacts"*?
42. Did the JSE consent to non-compliance? Did the JSE condone non-compliance with the Company's failure to include up-to-date audited financial information, and the financial impacts? If so, when?
43. If the transaction is not approved at the general meeting, the Circular states that Vision shall acquire the Company's assets and business as going concerns. Does THL's assets and businesses qualify as going concerns?
44. Whilst the disposals may not require shareholder approval in terms of section 112 of the Act, the disposals will require shareholder approval in terms of the Requirements, and there is no indication that these Requirements can or have been waived by the JSE. Moreover, the approval in terms of the Requirements is specifically a shareholder competency and need not be avoided due to *"time constraints"* and *"cost constraints"*.
45. Regarding paragraph 4.1.c of the Circular:
- 45.1 Why are the financial results for the periods ending 31 March 2023 and 31 March 2024 not complete?
- 45.2 Who bears responsibility for these failures?

³ 3.1(iii)(c).



46. Regarding for paragraph 4.2.(i) of the Circular, the statement that "*the Vision Parties have been tracking the performance of THL for approximately 5 years*" appears to be misleading:

46.1 Vision Investments, Ngwenyama 62, Keni 62, Almoiz SA, Tokwe One, Tokwe Two, Tokwe Three, Terris Sugar SA were incorporated in 2023;

46.2 Guma Agri was incorporated in 2022;

46.3 Terris Agri was incorporated in 2020.

47. Remoggo, the Mauritian entity, ostensibly under the control of Rutenhuro Moyo, has three subsidiaries, namely Tokwe One, Tokwe Two and Tokwe Three. Why is Remoggo's shares in the Company held in three separate subsidiaries? Can the Company and the Practitioners give our clients an assurance that:

47.1 Tokwe One, Tokwe Two and Tokwe Three's holding company is and will remain Remoggo?

47.2 Remoggo's ultimate controlling shareholders is and will remain Rutenhuro Moyo?

48. Guma Agri, ostensibly under the control of Robert Gumede, has two subsidiaries, namely Ngwenyama 62 and Keni 62. Why are Guma Agri's shares in the Company held in two separate subsidiaries? Can the Company and the Practitioners give the shareholders assurance that:

48.1 Ngwenyama 62 and Keni 62's holding company and will remain Guma Agri?

48.2 Guma Agri's ultimate controlling shareholders is and will remain Robert Gumede.

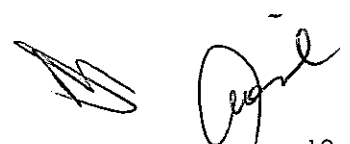
directors' responsibility statement and business case and turnaround plan

49. The Circular states that the Practitioners, collectively and individually, accept full responsibility for the accuracy of the information contained in the Circular.

50. Do the Practitioners take responsibility for the forward-looking statements attributed to the Vision Parties? Alternatively, have the Vision Parties given any assurance to the Company or the Practitioners that the forward-looking statements attributable to them are binding or reliable?

closing

51. The acquisition by Vision Investments of all or some of the Lender Group claims does not in of itself form the basis of a business rescue plan. In broad terms, the substitution of a secured lender by another through the transfer of a Lenders Claims has no bearing on the Company. The company's liability remains due and payable, regardless of the identity of the entity that holds the Claim.



52. A valid business rescue plan must meet the requirements of the Act, and to that end, must require some form of restructuring of the balance sheet of the Company in order to improve its prospects of continuing as a going concern and becoming solvent.
53. The issue of shares in exchange for the delivery of R4.9 billion of the Lender Group claims, as well as the other key elements of the Approved Plan may constitute a valid plan, but only if the outright delivery of the loan claims and the outright delivery of the related security by Vision Investments is implemented. The issue of shares, in of itself, does not change the fortunes of the Company as no new cash is injected.
54. The Approved Plan ought to be premised on the acquisition by Vision Investments of all of the Lender Group claims and all of the related security, not part of them. If the Approved Plan is not premised on a wholesale acquisition of the claims and security, the Approved Plan cannot achieve its stated goal. Moreover, a business rescue plan that dilutes the rights of the shareholders to 2.7%, without the aforesaid wholesale acquisition would be misplaced and grossly unreasonable.
55. Until such time as the issues alluded to in this latter are ventilated, and absent a full and frank disclosure of information and documents requested herein, the shareholders do not have sufficient information before them to consider the consequences of the resolutions contemplated in the notice of the general meeting.

Yours sincerely

Adam Pike
Principal Attorney
PIKE LAW





"MAR21"

Date: 02 October 2024

URGENT

Our Ref: Mr D Moodley/SG/RGS

Your Ref: Mr T Boswell/Ms S Gast/ag/TONG7430.15/
#10135080v1;
TER2/0004/B Scop

**TO: THE BUSINESS RESCUE PRACTITIONERS OF
TONGAAT HULETT LTD c/o WERKSMANS
ATTORNEYS**

THE VISION PARTIES c/o STEIN SCOP ATTORNEYS

**ATT: Mr Trevor Boswell and Ms Simone Gast
Ms A Rakitzis Ho**

Per Email: tboswell@werksmans.com;
sgast@werksmans.com;
alexandra@steinscop.com

1st Floor

94 Florida Road

Durban, 4001

PO Box 35546

Northway, 4965

Tel: +27 31 301 8623

Email: reception@dmatt.co.za

Dear Mr Boswell, Ms Gast and Ms Rakitzis Ho,

RE: TONGAAT HULETT LIMITED (IN BUSINESS RESCUE)

1. We refer to the above matter and confirm that we act on behalf of RGS Group Holdings ("RGS"). We refer also to our previous letter of 5 September 2024 and to the letters received from the BRPs and the Vision Parties in response on 10 September 2024.
2. Subsequent to the aforesaid correspondence, and on 17 September 2024, RGS submitted an updated offer to acquire THL out of business rescue ("the RGS Offer").

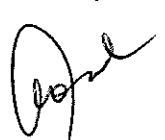
Senior Practitioner: D Moodley
Attorneys: T Naicker | B Henry
Candidate Attorneys: S Gathiram | S Naidoo | B Scheepers
Practice Manager: N Govender

3. The terms of the RGS Offer are in summary as follows:
 - 3.1. RGS will inject R4 451 451 350 into THL in return for a 90% shareholding in the company;
 - 3.2. R4 billion will be applied by THL to settle the Lender Group's claims and security in full;
 - 3.3. R451 451 350 will be applied to settle unsecured creditors as follows:
 - 3.3.1. The first R75 000 of each claim will be settled immediately;
 - 3.3.2. Up to 65 cents in the rand of any balance of each claim will be settled immediately;
 - 3.3.3. The balance of all claims (i.e. up to 35 cents in the rand) will be paid in full in instalments over a five-year period starting from the first anniversary of the closing date of the RGS transaction;
 - 3.4. RGS will advance a subordinated shareholder loan to THL in the amount of R525 956 121 plus interest which will be used by THL to settle SASA's agreed compromised claim in full. The appeal proceedings pending in this regard will not be pursued.
4. The RGS offer therefore *inter alia* offers the Lender Group c. R400 million more than the Vision Parties have offered and moreover settles unsecured creditors in full (whereas Vision offers c. 5 cents in the rand), settles SASA in full (whereas Vision disputes this liability on appeal), and dilutes pre-existing shareholding to 10% (whereas the Vision Asset Transaction will destroy all pre-existing shareholding completely).
5. The BRPs were requested to table the RGS Offer for creditors' consideration at a meeting to be convened in terms of section 151 of the Companies Act. This request



was made on the basis that the Vision Asset Transaction, which is now being pursued subsequent to the rejection by shareholders of the Vision debt-to-equity conversion on 8 August 2024, cannot be implemented without creditors' approval given that the current Vision BR Plan does not provide the mandatory information contemplated in section 150 of the Companies Act in relation to the Vision Asset Transaction.

6. On 18 September 2024 the BRPs responded to the RGS Offer in a letter in terms of which they stated that the Vision BR Plan complied with section 150 of the Companies Act in relation to the Vision Asset Transaction, denied that the Vision BR Plan had failed pursuant to the rejection of the debt-to-equity conversion (insisting that the plan remained "binding"), and informed RGS that they would not therefore consider the RGS Offer.
7. RGS has subsequently awaited the publication of details regarding the nature of the transactions that will be concluded in terms of the Vision Asset Transaction, the conditions which apply thereto, and the timeline for their implementation.
8. Despite having had the opportunity to do so since 8 August 2024, the BRPs have yet to provide creditors and other affected persons with any of these essential details. The status update reports issued by the BRPs on the THL business rescue website simply refer to competition filings that have been made and states that the BRPs are *"continuing to take the necessary steps to satisfy all conditions on which the Plan is contingent, aimed at ensuring the successful implementation of the Plan."*
9. RGS and all affected persons therefore remain ignorant as to how the BRPs and Vision Parties propose to transfer all THL's assets to a company nominated by the Vision Parties and then delist and liquidate the *"shell"* of THL pursuant to the Vision Asset Transaction.
10. The express requirements of section 150 of the Companies Act have therefore patently not been met in relation to the Vision Asset Transaction.

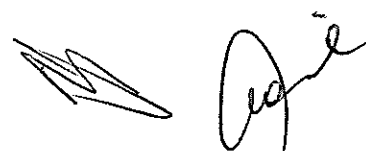


11. Critically, since under the Vision Asset Transaction the Vision Parties are to acquire all THL's assets in return for a reduction of / set off against the Lender Group's claims and security, the Vision Asset Transaction – even if otherwise lawful – cannot proceed unless and until the Vision Parties have fully acquired the Lender Group's claims and security in THL.
12. The Acquisition Agreement concluded between the Vision Parties and the Lender Group was announced via SENS on 9 November 2023, some 11 months ago. RGS and other affected persons have continuously called for confirmation that the Vision Parties have paid the full purchase price due under the Acquisition Agreement and taken transfer of all the Lender Group's claims and security. No such confirmation has been forthcoming, not even in partially redacted form.
13. As you are aware, one of the chief concerns expressed by shareholders ahead of the vote on the debt-to-equity conversion was that, despite confirmed previous failures on Vision's part to raise and settle the purchase price due under the Acquisition Agreement, no confirmation was provided to the effect that Vision had in fact settled the purchase price and taken transfer of the Lender Group's claims and security prior to the shareholders meeting of 8 August 2024.
14. That the lack of transparency in this regard was one of the main reasons why the debt-to-equity conversion was rejected is evident from correspondence in RGS's possession which was addressed to the BRPs by shareholders before the shareholders meeting.
15. It is therefore, with respect, insufficient for the BRPs to state as they did in their letter of 10 September 2024 that they have been advised that the Vision Parties have acquired the Lender Group's claims while only having paid a deposit under the Acquisition Agreement and remaining liable for payment of c. R2 billion.
16. It is evident from the copy of the Acquisition Agreement attached as annexure "A" to our letter of 5 September 2024 that the Lender Group would not transfer any claims or security until full payment of the purchase price due thereunder had been settled.



17. This is consistent with the terms known to RGS from its own negotiations with the Lender Group in relation to the RGS BR Plan that was published in November 2023. Indeed, it would not make commercial sense for the Lenders to transfer their claims against receipt of the deposit only since this would obviously leave them exposed should the Vision Parties default on the balance of the purchase price.
18. It bears mention too that at the creditors meeting held on 10 and 11 January 2024 the BRPs and Vision Parties assured creditors that the latter were fully funded and ready to implement the Vision BR Plan.
19. Both the BRPs and the Vision Parties attempt to gloss over the undeniable implications of the fact that the Vision Parties have still not settled the purchase price due under the Acquisition Agreement more than eight months hence.
20. The prior acquisition by the Vision Parties of the Lender Group's full claims and security is a condition precedent to the Vision Asset Transaction (proceeding for argument's sake on the basis that the transaction is otherwise lawful).
21. The position adopted by the BRPs and Vision Parties to the effect that they can simply proceed with the Vision Asset Transaction without having provided affected persons with either:
 - 21.1. Unequivocal confirmation that the Vision Parties have acquired all of the Lender Group's claims and security; or
 - 21.2. Details of the transactions that will be implemented in terms of the Vision Asset Transaction and the expected timeframes in relation thereto.

is unjustifiable and patently inconsistent with the governing provisions of the Companies Act

Two handwritten signatures are present at the bottom right of the page. The first signature is a stylized, angular mark, and the second is a more fluid, cursive signature.

22. After stating that the BRPs do not have a copy of the current version of the Acquisition Agreement (the so-called "Third Acquisition Agreement)", paragraph 7.4 of the BRPs' letter of 10 September 2024 provides as follows:

"We have, however, addressed correspondence on our clients' instructions to the Lender Group and Vision insisting that the Third Acquisition Agreement be furnished to BRPs [sic] for dissemination to, inter alia, affected persons. As at the time of despatching this letter, the third Acquisition Agreement has not yet been received."

23. To date, the BRPs have neither disseminated the Third Acquisition Agreement to affected persons nor provided any feedback to RGS regarding whether or not they have received a copy of the agreement and, if not, why the agreement is being withheld from the duly appointed BRPs of THL despite their "insistence" that it be disseminated.
24. The reasonable inference to be drawn from the fact that the Acquisition Agreement has not been forthcoming is that it remains conditional on the fulfilment by the Vision Parties of their outstanding payment obligations and that none of the Lender Group's claims or security has been transferred to the Vision Parties.
25. In an attempt to avoid the necessity of an urgent application RGS has provided ample time for the Acquisition Agreement to be produced and for details of the transactions relevant to the Vision Asset Transaction to be disclosed to affected persons on the THL business rescue website and/or via SENS.
26. However, since no timeline for the implementation of the Vision Asset Transaction has been provided but the BRPs have stated in their business rescue progress reports published on the THL website that all steps are being taken in relation to the implementation thereof, RGS will have no choice but to bring an application for urgent relief if the requested documents and information is not provided in the coming week.

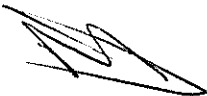


27. RGS repeats once again its suggestion that the Acquisition Agreement and documents evidencing (i) proof of the amount paid by the Vision Parties to the Lender Group, and (ii) the transfer of all the Lender Group's claims and security to the Vision Parties be provided to all affected persons with any confidential information redacted therefrom if necessary.
28. We are therefore instructed to demand, as we hereby do, that the following be published on the THL business rescue website by no later than **close of business on Monday, 7 October 2024**:
- 28.1. A copy of the current version of the Acquisition Agreement;
 - 28.2. Proof of the amount paid by the Vision Parties to the Lender Group;
 - 28.3. Proof that the Lender Group has transferred all its claims and security to the Vision Parties;
 - 28.4. Details of the transactions to be implemented pursuant to the Vision Asset Transaction;
 - 28.5. A timeline for the completion of the aforesaid transactions.
29. Should this information not be provided, RGS will have no option but to launch proceedings for urgent relief and reserves its right to place this letter (as well as the previous correspondence referred to herein) before the urgent judge.

Yours faithfully,

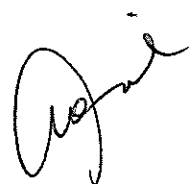
 P.P
D MOODLEY

DMI Attorneys

Copies to: **The Lender Group**
c/o The Lender Group Facility Agent
Standard Bank of South Africa
Corporate and Investment Banking Division
Mr Venashan Seerangam
Email: AgencySBSA@standardbank.co.za

The Industrial Development Corporation of South Africa
c/o Mr Haroon Laher
Faskens
Email: hlaher@fasken.com



"MAR22"



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16 October 2024

Dear Sirs

TONGAAT HULETT LIMITED (IN BUSINESS RESCUE) ("THL") | RGS GROUP HOLDINGS | MOHINI SINGARI NAIDOO T/A POWERTRANS SALES & SERVICES

- 1 We refer to your letter dated 2 October 2024 ("**your letter**"), and your further correspondence traversing the same subject matter, addressed subsequent thereto.
- 2 Our failure to address ~~any assertion or allegation~~ in your letter or in your subsequent correspondence should not be construed as an admission as to the correctness of any unanswered assertion or allegation, or as a waiver of the BRPs' ("**our clients**") rights to respond thereto more fully in due course (should it become necessary to do so), which rights are, and remain, fully reserved.
- 3 The matters once again traversed in your letter have previously been raised by you in one or both of -
 - 3.1 Powertrans' Rule 35(12) Notice dated 4 June 2024, which was responded to in our letter dated 10 July 2024, as read with Mr Gerhard Albertyn's affidavit dated 9 July 2024;
 - 3.2 your letter dated 5 September 2024 ("**your 5 September letter**"), which was addressed in our response dated 10 September 2024; and
 - 3.3 RGS's offer letter dated 17 September 2024 ("**the offer letter**"), which was addressed by our clients in their response dated 18 September 2024 ("**the offer response letter**").
- 4 The issues raised in your letter have been substantively addressed in prior correspondence and, in some respects, in affidavits in the applications instituted by Mohini Singari Naidoo t/a Powertrans

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BW Workman-Davies Consultants DH Rabin DG Williams

Sales and Services ("**Powertrans**"). This reinforces the cogency of the assertions in paragraph 3 of our letter dated 10 September 2024 ("**the 10 September letter**").

5 As noted in your letter -

5.1 the Business Rescue Plan, as approved and adopted by an overwhelming majority of creditors at the section 151 meeting held on 10 and 11 January 2024 ("**the Plan**"), was published in January 2024, approximately nine months ago; and

5.2 the Special General Meeting of shareholders took place approximately two months ago (on 8 August 2024).

6 At that Special General Meeting, the shareholders of THL voted against the special resolution required to permit the rights issue associated with the debt-to-equity conversion ("**the Negative Vote**").

7 The consequence of the Negative Vote is that, in terms of the approved Business Rescue Plan, the Business Rescue Practitioners are now required to implement the (alternate) Business Rescue Plan ("**the Vision Sale of Asset transaction**"), and to facilitate the implementation thereof.

8 In circumstances where the Negative Vote occurred on 8 August 2024 (a little over two months ago), it is unreasonable, commercially untenable, and unrealistic to expect that the Vision Sale of Asset transaction should already have been implemented.

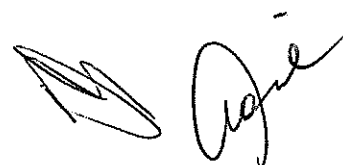
9 We are representing the BRPs in engaging with both the Lender Group and Vision on an ongoing basis to actively facilitate implementation of the Vision Sale of Asset transaction, as expeditiously as circumstances permit. The parties involved require a reasonable opportunity to negotiate, draft and conclude, what is, on any conceivable metric, a significantly complex transaction.

10 In amplification of paragraph 9 above, the Vision Sale of Asset transaction is a complex multi-jurisdictional transaction requiring consideration of, *inter alia*, the regulatory requirements and implications in each jurisdiction, tax optimisation, consideration of licencing and permit/authority requirements, required land transfers, assignments of contracts and requisite counterparty consents, employee transfers, interactions with key stakeholders (including the Lender Group, the IDC and shareholder bodies) and consideration of complex legal issues including the interplay between various items of different legislation ("**the Structural Issues**").

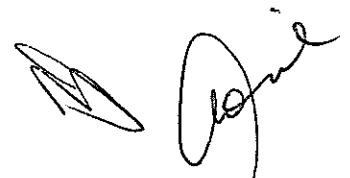
11 Since 8 August 2024 -

11.1 the legal, commercial, tax, regulatory and other professional teams advising the BRPs, Vision, the Lender Group, and the IDC, have been interacting, on an ongoing basis, multiple times each week since the Negative Vote occurred, to progress the Vision Sale of Asset transaction and work through and resolve the Structural Issues. This is, understandably, a time consuming and complex process; and

11.2 significant progress has been made since the Negative Vote in identifying and resolving the Structural Issues. The transactional structure has been identified and is being refined. The commercial agreements required to document same are being negotiated, drafted, and exchanged between the relevant counter parties and no significant commercial impediments have been identified to date. The relevant regulatory authorities are being consulted on an ongoing basis in order to arrive at the most expeditious and efficient methodology for implementing the Vision Sale of Asset transaction.

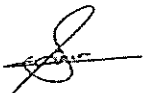


- 12 The Lender Group, Vision, the IDC and the BRPs remain committed to the implementation of the Vision Sale of Asset transaction as expeditiously as circumstances permit.
- 13 In relation to your frequent observation that Vision have not discharged the purchase price payable by them in consideration for the acquisition of the Lender Group debt and associated rights, such payment is, to your knowledge, only due and payable on 31 December 2024. Consequently, it is premature to suggest that Vision are in default of their obligations to the Lender Group in respect of that purchase.
- 14 It is also incorrect that the offer letter of 18 September 2024 contained a request that the BRPs table the RGS offer for creditors' consideration at a meeting to be convened in terms of section 151 of the Companies Act 71 of 2008 (as amended) ("**the Companies Act**"). The offer letter contains no such request.
- 15 In any event, as previously advised, our clients are precluded from proposing a new business rescue plan to creditors in terms of section 151 of the Companies Act until a stage is reached where the Plan is incapable of implementation.
- 16 Since that is not presently the case, the BRPs are obliged, in terms of section 152(5) of the Companies Act, to -
- 16.1 attempt to satisfy any conditions on which the Plan is contingent; and
- 16.2 implement the Plan.
- 17 The above is destructive of your assertions that the issues identified in your letter demand urgent steps from the BRPs, let alone require urgent determination by a court. Reiterating a previous demand does not detract from this fact.
- 18 Your client is forewarned that should it seek the relief foreshadowed in your letter on an urgent basis, as contended in your letter, such application will be opposed on, *inter alia*, the ground that it is not urgent, and a punitive costs order will be sought against your client.
- 19 Against that background, we respond to the substance of your letter as follows -
- 19.1 the contents of paragraphs 1 to 6 of your letter have been dealt with in paragraphs 4 to 8 of the offer response letter. Our clients' position has not changed, nor has their contention that the Plan complies with section 150 of the Companies Act.
- 19.2 the contents of paragraphs 11 to 25 have been dealt with in -
- 19.2.1 paragraphs 11 to 16 of our letter addressed to you dated 10 July 2024;
- 19.2.2 the affidavit deposed to by Mr Gerhard Albertyn dated 9 July 2024; and
- 19.2.3 paragraphs 7.1 to 7.4, 11.2 and 11.3 of the 10 September letter;
- 19.3 without detracting from what is set out above, and in amplification, the manner in which Vision proposes to transfer THL's assets to a company nominated by Vision ("**the purchaser**") and thereafter delist and liquidate the "shell" of THL pursuant to the Vision asset transaction will be achieved by means of, *inter alia*, the conclusion of an appropriate sale agreement taking into account, *inter alia*, all of the considerations referred to above;



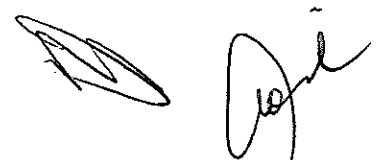
- 19.4 your client consistently refers to the incorrect Acquisition Agreement, despite our clients' repeated advice that that agreement has been superseded. This has been dealt with in our clients' answering affidavit in the Powertrans application and in paragraph 9.3 of the 10 September letter; and
- 19.5 your attempt to draw inferences from the incorrect Acquisition Agreement and RGS's negotiations with the Lender Group is misguided. The content of paragraphs 21 and 24 are specifically denied.
- 20 Insofar as the demand in your email dated 14 October 2024 ("**your 14 October email**") is concerned, our failure to respond substantively to your letter at this stage is as a consequence of the fact that our clients do not have the necessary information in their possession to do so. We have written again to Vision and the Lender Group requiring them to provide our clients with further information.

Yours faithfully



Werksmans

CC Stein Scop Attorneys
ENSAfrica



"MAR23"



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8 October 2024

Dear Sirs

RGS GROUP HOLDINGS LIMITED | TONGAAT HULETT LIMITED (IN BUSINESS RESCUE) AND ITS BUSINESS RESCUE PRACTITIONERS | TERRIS AGRIPRO (MAURITIUS), REMOGGO (MAURITIUS) PCC, GUMA AGRI AND FOOD SECURITY LTD (MAURITIUS), ALMOIZ NA HOLDINGS LIMITED (collectively "Vision") | THL'S SOUTH AFRICAN DEBT PROVIDERS IN TERMS OF THE COMMON TERMS AGREEMENT

1 As you are aware, we represent -

1.1 Trevor Muragtroyd N.O.;

1.2 Peter van den Steen N.O.;

1.3 Gerhard Albertyn N.O.; and

1.4 Tongaat Hulett Limited (in business rescue) ("THL").

2 For ease of reference, the parties referred to in paragraphs -

2.1 1.1 to 1.3 above will collectively be referred to in this letter as "the BRPs"; and

2.2 1.1 to 1.4 above will collectively be referred to as "our clients".

3 Reference in this letter to "your clients" is a collective reference to THL's South African debt providers (often referred to as the Lender Group), being the parties to the to the Common Terms

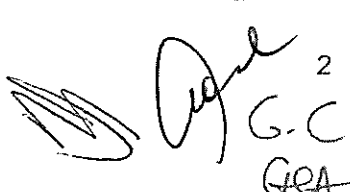
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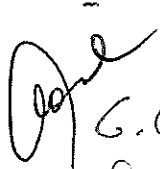
Agreement ("**CTA**") concluded with THL on or about 3 December 2021 as read with the various Facility Agreements referred to therein.

- 4 On 2 October 2024, we received a letter ("**the DMI letter**") from DMI Attorneys ("**RGS's attorneys**") who now, in addition to representing Mohini Singari Naidoo t/a Powertrans Sales and Services (the applicant in the proceedings instituted against, *inter alios*, our client in the Durban High Court under case number D3902/2024), also represent RGS Group Holdings Limited ("**RGS**").
- 5 We attach marked "**X**", a copy of the DMI letter, which is provided with RGS's consent, which letter was copied to your clients when sent.
- 6 In the DMI letter, a number of demands are made by RGS of, *inter alios*, our clients. These include demands that our clients urgently provide RGS with, *inter alia*, -
 - 6.1 a copy of the third Acquisition Agreement ("**the Acquisition Agreement**") concluded in January 2024 as between your clients and Vision (see paragraph 28.1 of the DMI letter);
 - 6.2 proof of "*the amount*" paid by Vision to your clients (paragraph 28.2 of the DMI letter); and
 - 6.3 proof that your clients have transferred all of their claims and security to Vision (paragraph 28.3 of the DMI letter).
- 7 RGS's attorneys have forewarned our clients that failure to produce these items will result in urgent proceedings being instituted against, *inter alios*, our clients.
- 8 Our clients have instructed us to record that -
 - 8.1 on 6 September 2024, they addressed a letter to The Standard Bank of South Africa Limited (acting in its capacity as Facility Agent for the Consortium of Lenders to Tongaat Hulett Limited (in Business Rescue) ("**the Facility Agent**") in which our clients -
 - 8.1.1 reminded the Facility Agent that in terms of clause 24.5.1 of the CTA, the Facility Agent is required to send to THL (as the Borrower) a copy of each Transfer Certificate (as defined therein) executed by it in accordance with the clause 24.5 of the CTA,
 - 8.1.2 reminded the Facility Agent that, in terms of clause 1.1.224 of the CTA, it is required that the Transfer Certificate be substantially in the form as set out in Schedule 3, attached to the CTA (Form of Transfer Certificate) or otherwise in the agreed form; and
 - 8.1.3 requested that the BRPs be provided with a copy of an executed version of the Transfer Certificate which relates to the transfer of the indebtedness owing by THL and the associated security to Vision (which our client understands is termed 'Transfer Certificate 3'); and
 - 8.2 on the same day, our clients addressed a letter to your clients (care of your offices) and to Vision, in which our clients -
 - 8.2.1 advised that the BRPs were of the considered view that shareholders/affected persons should be provided with copies the documents that govern the contractual arrangements between Vision and your clients and insisted that these documents be provided to the BRPs (this would include a copy of the Acquisition Agreement);


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- 8.2.2 recorded that the Facility Agent is required to send to THL (as the Borrower) a copy of each Transfer Certificate (as defined therein) executed by it in accordance with clause 24.5 of the CTA (see clause 24.5.1 of the CTA); and
- 8.2.3 insisted the Transfer Certificate be substantially in the form as set out in Schedule 3, attached to the CTA (Form of Transfer Certificate) or otherwise in the agreed form (see clause 1.1.224 of the CTA).
- 9 Notwithstanding the above, your clients have not provided our clients with the documents and information referred to above, citing confidentiality obligations. We are instructed that Vision has provided our clients only with a highly redacted version of Transfer Certificate 3.
- 10 In consequence, our clients are currently not able comply with the demands that appear in paragraphs 28.1 to 28.3 of the DMI letter, and in particular cannot provide RGS with -
- 10.1 material information and documents relating to the terms of the contractual arrangements (including, but not limited to the Acquisition Agreement) between your clients and Vision;
- 10.2 precise details of the amounts payable by Vision to your clients, and what the payment terms are;
- 10.3 details regarding the transfer of your clients' claims and security to Vision; and
- 10.4 proof of the amounts that have been paid by Vision to your clients so as to (at the very least) demonstrate that Vision is not in default of the Acquisition Agreement.
- 11 In the light of what is set out above, our clients are also not in a position to provide RGS's attorneys (or a Court in due course) with a complete response to the averments and allegations that appear in the DMI letter.
- 12 Our clients have instructed us that they are duty bound to again call on your clients to provide them with -
- 12.1 a copy of each executed Transfer Certificate which relates to the transfer of the indebtedness owing by THL and the associated security to Vision (including the document which our client understands is termed 'Transfer Certificate 3') in unredacted form;
- 12.2 proof of "the amount" paid by Vision to your clients;
- 12.3 proof that your clients have transferred all of its claims and security to Vision;
- 12.4 the terms of the contractual arrangements (including, but not limited to the Acquisition Agreement) between your clients and Vision;
- 12.5 precise details of the amounts payable by Vision to your clients and what the payment terms are;
- 12.6 details regarding the transfer of your clients' claims and security to Vision, including full details of the claims and security have been transferred by your clients to Vision to date;
- 12.7 proof of the payments that have been made by Vision to your clients to (at the very least) demonstrated that Vision is currently not in default of the Acquisition Agreement; and

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Gett



- 12.8 a factually accurate response to the content of the DMI letter that will give RGS (and a Court) comfort that that the transactions will be implemented and all amounts due to your clients will be paid in full by Vision,

by no later than 12:00 on Thursday, 10 October 2024.

- 13 In the event of your clients declining to comply with our clients' requests as detailed in paragraph 12 and its sub paragraphs above, our clients have instructed us that they will have no alternative but to provide this letter to DMI's attorneys and advise them that, *inter alios*, your clients are not willing to provide the material information and documents demanded in the DMI letter and that they are consequently unable to do so. They will adopt the same position in any urgent proceedings that may then ensue.
- 14 We look forward to hearing from you.

Yours faithfully

A handwritten signature in black ink, appearing to be 'Werksmans', written over a horizontal line.

Werksmans

A handwritten signature in black ink, appearing to be 'G.C.', written over a horizontal line. To the right of the signature, the letters 'G.C.' are written again, followed by 'GCA' on the next line. A small superscript '4' is visible to the right of the signature.

G.C.
GCA

"MAR24"



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8 October 2024

Dear Sirs

RGS GROUP HOLDINGS LIMITED | TONGAAT HULETT LIMITED (IN BUSINESS RESCUE) AND ITS BUSINESS RESCUE PRACTITIONERS | TERRIS AGRIPRO (MAURITIUS), REMOGGO (MAURITIUS) PCC, GUMA AGRI AND FOOD SECURITY LTD (MAURITIUS), ALMOIZ NA HOLDINGS LIMITED (collectively "Vision") | THL'S SOUTH AFRICAN DEBT PROVIDERS IN TERMS OF THE COMMON TERMS AGREEMENT

1 As you are aware, we represent -

1.1 Trevor Muragtroyd N.O.;

1.2 Peter van den Steen N.O.;

1.3 Gerhard Albertyn N.O.; and

1.4 Tongaat Hulett Limited (in business rescue) ("THL").

2 For ease of reference, the parties referred to in paragraphs -

2.1 1.1 to 1.3 above will collectively be referred to in this letter as "the BRPs"; and

2.2 1.1 to 1.4 above will collectively be referred to as "our clients".

3 We refer to -

3.1 the Vision Parties collectively as "Vision";

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G.C.
Gea



- 3.2 THL's South African debt providers, being the parties to the to the Common Terms Agreement ("CTA") concluded with THL on or about 3 December 2021 as read with the various Facility Agreements referred to therein, as **"the Lender Group"**.
- 4 As you know, on 2 October 2024, we received a letter ("**the DMI letter**") from DMI Attorneys ("**RGS's attorneys**") (which was also addressed to yourselves) who now, in addition to representing Mohini Singari Naidoo t/a Powertrans Sales and Services (the applicant in the proceedings instituted against, *inter alios*, our client in the Durban High Court under case number D3902/2024), also represent RGS Group Holdings Limited ("**RGS**").
- 5 In the DMI letter, a number of demands are made by RGS of our respective clients. These include demands that our clients urgently provide RGS with, *inter alia*, -
- 5.1 a copy of the third Acquisition Agreement ("**the Acquisition Agreement**") concluded in January 2024 as between the Lender Group and Vision (see paragraph 28.1 of the DMI letter);
- 5.2 proof of "**the amount**" paid by Vision to the Lender Group (paragraph 28.2 of the DMI letter); and
- 5.3 proof that the Lender Group have transferred all of their claims and security to Vision (paragraph 28.3 of the DMI letter).
- 6 Our clients have instructed us to record that -
- 6.1 on 6 September 2024, they addressed a letter to The Standard Bank of South Africa Limited (acting in its capacity as Facility Agent for the Consortium of Lenders to Tongaat Hulett Limited (in Business Rescue) ("**the Facility Agent**") in which our clients -
- 6.1.1 reminded the Facility Agent that in terms of clause 24.5.1 of the CTA, the Facility Agent is required to send to THL (as the Borrower) a copy of each Transfer Certificate (as defined therein) executed by it in accordance with the clause 24.5 of the CTA;
- 6.1.2 reminded the Facility Agent that, in terms of clause 1.1.224 of the CTA, it is required that the Transfer Certificate be substantially in the form as set out in Schedule 3, attached to the CTA (Form of Transfer Certificate) or otherwise in the agreed form; and
- 6.1.3 requested that the BRPs be provided with a copy of an executed version of the Transfer Certificate which relates to the transfer of the indebtedness owing by THL and the associated security to Vision (which our client understands is termed 'Transfer Certificate 3'); and
- 6.2 on the same day, our clients addressed a letter to the Lender Group and to Vision, in which our clients -
- 6.2.1 advised that the BRPs were of the considered view that shareholders/affected persons should be provided with copies the documents that govern the contractual arrangements between Vision and the Lender Group and insisted that these documents be provided to the BRPs (this would include a copy of the Acquisition Agreement);
- 6.2.2 recorded that the Facility Agent is required to send to THL (as the Borrower) a copy of each Transfer Certificate (as defined therein) executed by it in accordance with clause 24.5 of the CTA (see clause 24.5.1 of the CTA); and

 2
G.C
GREA



- 6.2.3 insisted the Transfer Certificate be substantially in the form as set out in Schedule 3, attached to the CTA (Form of Transfer Certificate) or otherwise in the agreed form (see clause 1.1.224 of the CTA).
- 7 Notwithstanding the above, the Lender Group have remained unwilling to provide our clients with the unredacted documents and information referred to above. In consequence, our clients are currently not able comply with the demands that appear in paragraphs 28.1 to 28.3 of the DMI letter, and in particular cannot provide RGS with -
- 7.1 material information and documents relating to the terms of the contractual arrangements (including, but not limited to the Acquisition Agreement) between the Lender Group and Vision;
 - 7.2 precise details of the amounts payable by Vision to the Lender Group, and what the payment terms are;
 - 7.3 details regarding the transfer of the Lender Group's claims and security to Vision; and
 - 7.4 proof of the amounts that have been paid by Vision to the Lender Group so as to (at the very least) demonstrate that Vision is not in default of the Acquisition Agreement.
- 8 RGS's attorneys have forewarned our clients that failure to produce these items will result in urgent proceedings being instituted against *inter alios*, our clients
- 9 In the light of what is set out above, our clients are also not in a position to provide RGS's attorneys (or a Court in due course) with a complete response to the averments and allegations that appear in the DMI letter.
- 10 Our clients have instructed us that they are duty bound to again call on Vision to provide them with -
- 10.1 a copy of each executed Transfer Certificate which relates to the transfer of the indebtedness owing by THL and the associated security to Vision (including the document which our client understands is termed 'Transfer Certificate 3') in unredacted form;
 - 10.2 proof of "the amount" paid by Vision to the Lender Group;
 - 10.3 proof that the Lender Group have transferred all of its claims and security to Vision;
 - 10.4 the terms of the contractual arrangements (including, but not limited to the Acquisition Agreement) between the Lender Group and Vision;
 - 10.5 precise details of the amounts payable by Vision to the Lender Group and what the payment terms are;
 - 10.6 details regarding the transfer of the Lender Group's claims and security to Vision, including full details of the claims and security have been transferred by the Lender Group to Vision to date;
 - 10.7 proof of the payments that have been made by Vision to the Lender Group to (at the very least) demonstrated that Vision is currently not in default of the Acquisition Agreement; and
 - 10.8 a factually accurate response to the content of the DMI letter that will give RGS (and a Court) comfort that that the transactions will be implemented and all amounts due to the Lender Group will be paid in full by Vision,


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by no later than 12:00 on Thursday, 10 October 2024.

- 11 In the event of Vision declining to comply with our clients' requests as detailed in paragraph 10 and its sub paragraphs above, our clients have instructed us that they will have no alternative but to provide this letter to DMI's attorneys and advise them that, *inter alios*, Vision are not willing to provide the material information and documents demanded in the DMI letter and that they are consequently unable to do so. They will adopt the same position in any urgent proceedings that may then ensue.
- 12 We look forward to hearing from you.

Yours faithfully

A handwritten signature in black ink, appearing to be 'Werksmans', written over a horizontal line.

Werksmans

Handwritten signatures and initials in the bottom right corner. One signature is a stylized 'G.C.' with a small '4' to its upper right. Below it are the initials 'G.C' and 'GeA'.

"MAR25"

Trevor Boswell

From: Trevor Boswell <TBoswell@werksmans.com>
Sent: 10 October 2024 14:50
To: Agency SBSA
Cc: Gary Oertel; Sean Lederman; Johann Basson; Adam Lombard; David Hertz; Danny Andropoulos; Simone Gast
Subject: RE: Project Thor (Tongaat) (In Business Rescue) - RGS GROUP HOLDINGS AND OTHERS - Syndicated Lender Group Response [WERK-LITIGATION.FID694177]

Dear Ven

Thank you for your email.

Our clients have instructed us to ask that the Lender Group reconsider their position as articulated in your email for the reasons which follow below.

As you are aware, the CTA places an obligation on the Lender Group to furnish THL with a copy of each Transfer Certificate executed by it that is substantially in the form as set out in Schedule 3 the CTA.

The Lender Group could not be subject to criticism for complying with this contractual obligation and is, we respectfully submit, contractually obliged to do so

We accordingly reiterate our clients' request that your clients provide THL with copies of the relevant Transfer Certificates

Yours sincerely
Trevor Boswell / Simone Gast



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Agency SBSA <AgencySBSA@standardbank.co.za>

Thursday, October 10, 2024 12:14 PM

Trevor Boswell <TBoswell@werksmans.com>

Agency SBSA <AgencySBSA@standardbank.co.za>; Gary Oertel <goertel@ensafrica.com>; Sean Lederman <slederman@ensafrica.com>; Johann Basson <jobasson@ensafrica.com>; Adam Lombard <alombard@ensafrica.com>; David Hertz <DHertz@werksmans.com>; Danny Andropoulos <dandropoulos@werksmans.com>; Simone Gast <sgast@werksmans.com>

Project Thor (Tongaat) (In Business Rescue) - RGS GROUP HOLDINGS AND OTHERS [WERK-LITIGATION.FID694177] - Syndicated Lender Group Response

High

Good Afternoon Mr. Boswell,

We refer to your letter dated 8 October 2024 addressed to ENS as legal advisor to the lender group.

Handwritten signatures and initials at the bottom right of the page. There are two distinct signatures, one of which appears to be 'G.C.' and another that looks like 'Gast'.

As a quick introduction, my name is Venashan (you may call me Ven, if it is easier?) Seerangam, a member of the Standard Bank of South Africa Limited Agency Team ("Agency").

Agency has been mandated by the lender group to respond to your letter.

The lender group has previously informed the business rescue practitioners that the lender group has no objection to the disclosure of the full and unredacted transfer certificate to the business rescue practitioners, however, the lender group was unable to disclose the transfer certificate or any of the contents thereof without the consent of the Vision parties due to the confidentiality undertakings contained in the transfer certificate.

The position has not changed, and the business rescue practitioners are encouraged to engage the Vision parties to obtain their consent to the disclosure of the full and unredacted transfer certificate, upon which the transfer certificate can be provided.

I trust that this is in order.

Kind Regards



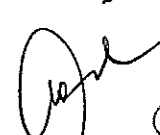
Standard Bank of South Africa Limited

IT CAN BE.



Standard Bank email disclaimer and confidentiality note Please go to www.standardbank.co.za/site/homepage/emaildisclaimer.html to read our email disclaimer and confidentiality note. Kindly email disclaimer@standardbank.co.za (no content or subject line necessary) if you cannot view that page and we will email our email disclaimer and confidentiality note to you.

Standard Bank email disclaimer and confidentiality note Please go to www.standardbank.co.za/site/homepage/emaildisclaimer.html to read our email disclaimer and confidentiality note. Kindly email disclaimer@standardbank.co.za (no content or subject line necessary) if you cannot view that page and we will email our email disclaimer and confidentiality note to you.

  G.C. Gera

"MAR26"



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Our ref: TER2/0004/C Badenhorst
Your ref: Mr D Hertz/Mr T Boswell/tjb/Ms
SGast/tjb/TONG7430.17/#10460
059v2

Date: 14 October 2024

Werksmans Attorneys

Attention: David Hertz
Trevor Boswell
Simone Gast

Per Email: dhertz@werksmans.com
tboswell@werksmans.com
sgast@werksmans.com

Dear Sirs,

RGS Group Holdings Limited / Tongaat Hulett Limited (In Business Rescue) / the Vision Parties

1. We refer to your letter received on 8 October 2024 (**your Letter**) and the letter received from DMI Attorneys on 2 October 2024 (**DMI Letter**). As you correctly note in your Letter, we act on behalf of Terris AgriPro (Mauritius) Limited, Almoiz NA Holdings Limited, Remoggo (Mauritius) PCC and Guma Agri Food Security Limited (collectively referred to as "**our clients**").
2. We are instructed as follows:
 - 2.1 The approach taken by your clients, in effectively demanding disclosure by our clients of documentation sought in the DMI Letter, comes as a surprise.
 - 2.2 Our clients believe that it is vital for all parties involved in the transaction of Tongaat Hulett Limited (in business rescue) (**THL**) to reflect on the source of the demands in the DMI Letter, namely RGS Group Holdings Limited (**RGS**), given RGS's tainted involvement in the business rescue of THL.
 - 2.2.1 RGS competed with our clients in acquiring control of THL or its business. In doing so, RGS has gone to extreme lengths to advance its interests as a competing bidder, including seeking to place itself ahead of our clients and to

Second Floor, Capital Hill, 6 Benmore Road, Morningside, Sandton, Gauteng, 2057, South Africa

Directors: G Stein; B Scop; S van der Weele; A Rakitzis Ho; S Buckas and C Badenhorst | Consultant: A Berman
Senior Associates: B Roxburgh; J Muller and L Grobler | Associates: B Badenhorst; C Strachan and J Erasmus
Chief Operating Officer: Y de Waal

BGI | GLOBAL

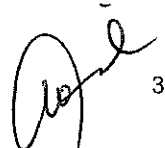
obstruct the implementation of the business rescue plan, which was adopted on 11 January 2024 (**the BR Plan**).

- 2.2.2 During December 2023, several urgent applications were instituted, one by RGS seeking to have its plan tabled first, before our clients' business rescue plan, clearly in an attempt to favour itself.
- 2.2.3 On 9 January 2024, a day before the section 151 meeting was scheduled to commence, RGS withdrew its proposed business rescue plan (**RGS Plan**), alleging that it did so because:
- 2.2.3.1 the business rescue practitioners (**BRPs**) *"have not conducted themselves appropriately in accordance with their duties and obligations as business rescue practitioners, nor in the interests of THL and its stakeholders"*; and
- 2.2.3.2 the BRPs had *"consistently taken steps to place impediments in the way of RGS's proposals and have been patently biased in favour of the proposals put forward by the Vision Parties"*.
- 2.2.4 As a result, RGS claimed that its *"board simply does not trust that the BRPs are honest independent professionals in this process as they should be and believes that the BRPs will continue to work against RGS even if the RGS plan were to be adopted"*.
- 2.2.5 As was later revealed, the RGS Plan was based on a fraudulent proof of funds to implement that plan.
- 2.2.6 On or about 26 January 2024, Mohini Singari Naidoo t/a Powertrans Sales and Services (**Powertrans**) instituted its first urgent application (**the First Powertrans Application**) seeking in Part A an urgent interdict against implementing the BR Plan and in Part B orders declaring the BR Plan unlawful and setting it aside.
- 2.2.7 Both of our respective clients stated in their respective answering affidavits that the First Powertrans Application appeared to have been orchestrated by RGS to stall the implementation of the BR Plan. In this regard, your client stated the following in paragraph 41 of its answering affidavit as to the questionable motives of Powertrans:
- "In all of the above circumstances, the respondents find it difficult to accept that at this late stage, **the applicant's [referring to Powertrans] challenge to the lawfulness of the Vision Plan is bona fide.** The applicant is challenged to state under oath in its replying papers whether it has been encouraged, persuaded and/or induced by a third party to do so and if so, on what basis."*
- (Emphasis added)
- 2.2.8 Not long after the parties to the First Powertrans Application had filed their answering affidavits, RGS entered the fray (represented by White and Case Inc.) with its intervening application, which was served on or about 1 February 2024 (**Intervention Application**). This validated our respective clients'

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suspensions. The purpose of RGS's Intervention Application was to support the relief sought by Powertrans and to motivate the benefits of a "New RGS Plan" that it considered superior to the adopted BR Plan.

- 2.2.9 In the affidavit of Momade Aquil Rajahussein (**Rajahussein**) in the Intervention Application, he disclosed that during the bidding process, RGS provided the Lender Group and your clients with a forged letter (**the Forged ABSA Letter**) purporting to emanate from Absa Bank Mozambique. The purpose of the Forged ABSA Letter was to create the impression that RGS held an amount of approximately R2 billion with ABSA, which money could be used to acquire the claims of the Lender Group.
- 2.2.10 RGS used the Forged ABSA Letter to induce the Lender Group to be satisfied that RGS was capable of acquiring the Lender Group's secured claims, and to induce your clients to believe that the Amended RGS Plan was viable and in purported compliance with the relevant condition of the Amended RGS Plan.
- 2.2.11 RGS later withdrew its Intervention Application and Part A of the First Powertrans Application was struck from the roll. Powertrans (clearly at RGS's instance) later withdrew the application, tendering costs (that RGS, no doubt, ultimately paid).
- 2.2.12 RGS, however, persisted in its attempts to impede the implementation of the BR Plan through Powertrans.
- 2.2.13 On 5 April 2024, Powertrans brought its second application (**the Second Powertrans Application**), effectively based on the same arguments as the withdrawn First Powertrans Application.
- 2.2.14 In their answering affidavits, both our clients set out the incontrovertible facts that warranted your clients observing that the *"inescapable inference is that RGS was instrumental in the preparation and launching of the first Powertrans application, and that RGS has in some shape or form incentivised the applicant to institute proceedings targeted at setting the Vision Plan aside"*.
- 2.2.15 Despite all of the denials made by Powertrans and attempts to avoid an admission that RGS has been spearheading the applications instituted by it, RGS's involvement has now become so blatant that DMI Attorneys (who have previously represented only Powertrans) are now addressing demands for information and documentation on RGS's behalf.
- 2.3 RGS's use of Powertrans (which did not even bother to attend the section 150 meeting) as a stalking horse to drive urgent litigation against our respective clients has all been in a dilatory and baseless pursuit to stall the implementation of the BR Plan. Worst of all, RGS has been involved in a fraud against your clients, the Lender Group and creditors of THL (who could have potentially voted on a plan tainted by a fraud). They have also made it clear that they harbour a view that your clients are not parties with whom they can ever have a productive relationship with.
- 2.4 All of this considered, it is disconcerting that RGS is being entertained and taken seriously. RGS's only interest and motivation in this business rescue is to advance its interests as a



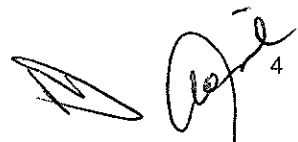
competing and disgruntled bidder by attacking the adopted BR Plan that your clients are duty bound to implement under section 140(1)(d) of the Companies Act, 2008 (**the Act**).

- 2.5 This is made absolutely clear from the DMI Letter in which the terms of a new "RGS Offer" are recorded, which RGS apparently seeks to be voted on- again, despite its position that it would abandon its last proposal and could not fairly make another one to your clients. Your clients correctly rejected RGS's attempts to put this offer before the section 150 meeting. Our clients fail to understand on what basis your clients are now entertaining RGS's aligned requests for information and documentation that are plainly aimed at disrupting the BR Plan.
- 2.6 There is no basis for treating RGS as an ordinary affected person. RGS's motives are patently tainted, and our clients object to providing RGS with any information and documentation that it clearly seeks to use to achieve this purpose. As the BRPs responsible for implementing the BR Plan, your clients should also not be complicit in assisting RGS in this purpose.
- 2.7 Even if RGS can be treated as an ordinary legitimate affected party, our clients are unclear on what basis. RGS is not reflected as either a creditor or shareholder of THL in the BR Plan. In its Intervention Application, RGS states that it is a creditor of THL, although it does not state on what grounds. Even if it were a creditor by having acquired a claim during business rescue proceedings, it could only have done so to pursue its manifestly inappropriate and obstructive agenda, and not for genuine reasons.
- 2.8 In addition, affected persons are not entitled to the information and documentation requested as a matter of principle.
- 2.9 The position of **both** our respective clients in the litigation referred to is that affected persons are not entitled to the information and documentation sought by RGS. For example, your clients' representatives state the following in their answering affidavit filed in the Second Powertrans Application:

**242 The applicant's obsession with the terms of that agreement [referring to the Acquisition Agreement, being a document sought in the DMI Letter] is perplexing. In the context of information required by a creditor to vote on a proposed business rescue plan, all that is relevant to a creditor is whether the adopted BR Plan is capable of implementation.*

243 The substantial deposit paid by Vision (which has since been disclosed, in the first Powertrans application, to be in excess of R1,5 billion) was sufficient to vest it with a right to acquire the Lender Group's claims/debt which, in turn, was sufficient to be exchanged for shares in THL, if and when the debt-to-equity conversion goes ahead. The Plan is thus capable of implementation.

289 As I have stated previously, creditors did not need to know (and were not entitled to know) the terms of the Third Acquisition Agreement to properly consider and vote on the Vision Plan. The only relevant information is the fact that the debt-to-equity conversion proposed in the Plan was viable. Creditors are not entitled to know every transaction document, structure, detail, or term that informs a transaction included in a proposed business rescue plan, in order to vote on that plan. To require such extensive disclosure would make the business rescue process unworkable and would force bidders to disclose commercially sensitive and confidential information. The



information in question is not required for affected persons to vote meaningfully on the Plan.

- 292 Without detracting from what is set out above, *the applicant has no legal entitlement, in her capacity as creditor, to documents that have been concluded between third parties, particularly in circumstances where THL and the BRPs are not party to that agreement. The alleged legal entitlement does not exist in the context of a business rescue, or at all.*

(Emphasis added)

- 2.10 Evidently, documents, such as the Acquisition Agreement, were not necessary for disclosure to affected persons, and they only needed to be concerned about whether the business rescue plan was capable of implementation. The vast majority of creditors voted to adopt our clients' proposed business rescue plan, which they determined to be capable of implementation. No legitimate "concerned" creditors have emerged to suggest the contrary.
- 2.11 Your clients were satisfied as to our clients' financial capabilities and therefore stated that the business rescue plan "*is thus capable of implementation*". It is common cause that our clients paid a deposit in excess of R1.5 billion. Your clients are aware and have advised DMI in their letter of 10 September 2024 that the balance of R2 billion is only due by 31 December 2024. Moreover, we reiterate that RGS has at all times been and remains *mala fide*.
- 2.12 Affected parties only have the right, after the adoption of a business rescue plan, to receive reports from the BRPs on the progress of the business rescue process (section 132(3)(a) of the Act). Such a right does not encompass the extent of information sought by RGS. The information provided to affected parties on 16 August 2024 regarding the implementation of the alternative transaction and the monthly updates since are more than sufficient for any affected person.
- 2.13 Furthermore, your clients have been supplied with the redacted details relating to the acquisition by our clients of the Lender Group claims. This document supplies sufficient information to shed light on our clients' ability to implement the transactions contemplated in the BR Plan. There should, accordingly, be no debate whether our clients are capable of executing the contemplated transactions
- 2.14 To be clear – our clients do not consent to you providing even the redacted document to RGS.
- 2.15 Our clients' discomfort is compounded by your clients' apparent willingness to share your Letter with RGS, in which your clients also advance allegations as to purported non-compliance with the Common Terms Agreement as far as it deals with the provision of the "Acquisition Agreement". Under no circumstances should your clients ventilate such allegations before RGS. We will deal with such allegations separately.
- 2.16 Our clients, therefore, decline to provide the information and documentation sought in paragraph 10 of your Letter on the basis that your clients seek it to provide it to RGS. Under suitable conditions as to confidentiality and disclosure, our clients may agree to provide this information and document to your clients as the BRPs. However, this is not the basis on which your clients presently seek this information and documentation.

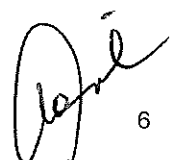


3. Before your clients proceed to share your Letter with RGS, which will only result in the aggravation of this current issue by both RGS and our clients, we strongly recommend that our clients' respective legal teams engage in an effort find an appropriate way to deal with RGS's demands. This is necessary, particularly in circumstances where both our respective clients have duties to implement the adopted BR Plan.
4. We accordingly request that you confirm by no later than 12:00 on Tuesday, 15 October 2024 that:
 - 4.1 you will not share your Letter or the redacted Acquisition Agreement with RGS; and
 - 4.2 confirm that your clients are willing to engage with ours for the aforesaid purpose.
5. Our clients' rights remain reserved.

Yours faithfully

C Badenhorst
Director

Sent electronically and therefore unsigned


6

"MAR27"



WERKSMANS
ATTORNEYS

DELIVERED BY EMAIL

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Sandton

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YOUR REFERENCE:

OUR REFERENCE: Mr D Hertz/Mr T Boswell/Ms S Gast/tjb/TONG7430.17/#10473927v7

DIRECT PHONE: +27 11 535 8283 / +27 11 535 8459 / +27 11 535 8131

EMAIL ADDRESS: dhertz@werksmans.com / tboswell@werksmans.com / sgast@werksmans.com

16 October 2024

Dear Sirs

RGS GROUP HOLDINGS LIMITED | TONGAAT HULETT LIMITED (IN BUSINESS RESCUE) AND ITS BUSINESS RESCUE PRACTITIONERS | TERRIS AGRI PRO (MAURITIUS), REMOGGO (MAURITIUS) PCC, GUMA AGRI AND FOOD SECURITY LTD (MAURITIUS), ALMOIZ NA HOLDINGS LIMITES (collectively "Vision") | THL'S SOUTH AFRICAN DEBT PROVIDERS IN TERMS OF THE COMMON TERMS AGREEMENT

1 We refer to -

1.1 our letter addressed to you dated 8 October 2024 ("our letter")

1.2 the email received from Mr Venashan Seerangam ("Mr Seerangam") of behalf of your clients dated 10 October 2024 ("your clients' email") in response to our letter, and

1.3 our email ("our email") in response to your clients' email dated 10 October 2024, which was sent directly to Mr Seerangam and copied to you.

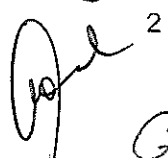
2 In our email, we urged your clients to reconsider their response as set out in your clients' email. As at the date of the despatch of this letter, we have not received any further communication from your clients, or from your offices. For the reasons that follow, we have been instructed to again request your clients to reconsider their position vis-à-vis the documentation and information requested in our letter.

Werksmans Inc. Reg. No. 1990/007215/21 Registered Office The Central 96 Rivonia Road Sandton 2196 South Africa
Directors D Hertz (Chairman) OL Abraham LK Alexander C Andropoulos JKOF Anlunes RL Armstrong DA Artero K Badal T Bala JD Behr AR Berman P Bhagatjee NMN Bhengu AL Bilaty RE Bonnet TJ Boswell W Brown HLE Chang PG Cieland JG Cloete PPJ Coetser C Cole-Morgan J Darling R Driman KJ Fyfe S Gast D Gewer JA Gobetz R Gootkin A Govuza GF Griessel NA Hlatshwayo J Hollesen MGH Honiball BB Holz AE Human T Inno HC Jacobs TL Janse van Rensburg G Johannes S July J Kalmeyer A Kenny NK Kgame R Killoran N Kirby HA Kolze S Krige CJ Lalitha H Laskov P le Roux MM Lessing E Levenshtein JS Lochner K Louw JS Lubbe BS Mabasa PK Mabaso DD Magidson MPC Manaka JE Mardon PD Mashalane JE Meiring H Michael SM Moerane R Mollse C Moraitis PM Mosebo NPA Motsiri L Naidoo K Neluheni BW Ntuli BPF Olivier Z Oosthuizen S Padayachy M Pansegrouw S Passmoor D Pisanli T Potler AA Pyzikowski RJ Raath K Rajah A Ramdihin B Rammala MDF Rodrigues BR Roothman W Rosenberg NL Scott TA Sibida FT Sikhavhakhavha LK Silberman S Sinden DE Singo JA Smit BM Sono CI Stevens PO Steyn J Stockwell DH Swart PW Tindle JJ Truter KJ Trudgion DN van den Berg AA van der Merwe A van Heerden JJ van Niekerk FJ van Tonder JP van Wyk A Vatalidis RN Wakefield L Watson D Wegierski G Wickins M Wiehahn DC Willans E Wood BW Workman-Davies Consultants DH Rabin DG Williams

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- 3 As you are aware, on 2 October 2024, we received a letter from DMI Attorneys (the attorneys who now represent RGS Group Holdings Limited ("RGS")) ("DMI's letter"), a copy of which is, for your ease of reference, attached.
- 4 In paragraph 28 of DMI's letter, RGS has demanded that our clients produce -
 - 4.1 a copy of the current version of the acquisition agreement;
 - 4.2 proof of the amount paid by Vision;
 - 4.3 proof of transfer of all the claims and security to Vision;
 - 4.4 details of the transactions to be implemented pursuant to the Vision Sale of Asset Transaction; and
 - 4.5 a timeline for the completion of the aforesaid transaction.
- 5 DMI has made it clear that, in the absence of our clients providing the documents and information referred to in paragraphs 4.1 to 4.5 above ("the demanded information"), their client will bring urgent proceedings against, *inter alios*, our clients (see paragraph 29 of DMI's letter). We do not believe that the threatened application will necessarily be limited to relief relating to the production of the demanded information but may for instance include an order setting aside the Plan.
- 6 Following receipt of DMI's letter, we advised DMI that we had requested the demanded information from, *inter alios*, your clients.
- 7 On 10 October 2024, we received an email from DMI making it clear that if our clients did not provide a date by when they would provide a substantive response to DMI's letter, they would "*have no choice but to proceed to court.*"
- 8 It is our client's *bona fide* belief that if the demanded information is not provided to our clients and to RGS imminently, our clients will face urgent court proceedings.
- 9 Without detracting from what is set out above, your clients are undoubtedly aware that information and documentation of a similar nature to the demanded information has been sought by THL's shareholders and other creditors of THL (including, but not limited to, Powertrans, Artemis and Mary Jane Morris). There exists every possibility that the support of shareholders and creditors will be critical to securing regulatory approvals necessary to successfully implement the Vision Sale of Asset Transaction. A failure to obtain such regulatory approvals may render the Plan incapable of implementation.
- 10 The position adopted by your clients in your client's email has placed our clients in a position where they are incapable of responding substantively to DMI's letter. In these circumstances, should the foreshadowed urgent proceedings be brought, our clients may be able to do no more than abide by the Court's decision.
- 11 Against the background of what is set out in paragraphs 9 and 10 above, your clients' failure to provide our clients with a meaningful response to the content of DMI's letter, such that will give RGS (and a Court) comfort that the transactions will be implemented and all amounts due to your clients will be paid in full by Vision (as requested in our letter), is concerning.
- 12 The BRPs are enjoined to implement creditors' wishes and carry the alternate Business Rescue plan into effect and, whilst discharging their statutory duties and responsibilities, (which they have and



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continue to do to date), to take all appropriate steps to facilitate implementation of the Vision Sale of Asset transaction.

- 13 Our clients have instructed us to call upon your clients to demonstrate, to our clients' satisfaction, that -
- 13.1 the transactions forming the subject matter of the transfer certificate (ie the debt sale) are on track;
- 13.2 your clients are confident that Vision will timeously discharge their payment obligations to your clients; and
- 13.3 there is no impediment to the Sale of Asset Transaction in the context of the sale of debt transaction.

Yours faithfully

Werksmans

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DELIVERED BY EMAIL

Stein Scop Attorneys
Email: bradley@steinscop.com
Sandton

Attention: Mr Bradley Scop

Johannesburg Office
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96 Rivonia Road
Sandton 2196 South Africa
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YOUR REFERENCE:

OUR REFERENCE: Mr D Hertz/Mr T Boswell/Ms S Gast/tjb/TONG7430.17/#10473968v5
DIRECT PHONE: +27 11 535 8283 / +11 27 535 8459 / +27 11 535 8131
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16 October 2024

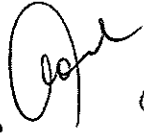
Dear Sirs

RGS GROUP HOLDINGS LIMITED | TONGAAT HULETT LIMITED (IN BUSINESS RESCUE) AND ITS BUSINESS RESCUE PRACTITIONERS | TERRIS AGRIPRO (MAURITIUS), REMOGGO (MAURITIUS) PCC, GUMA AGRI AND FOOD SECURITY LTD (MAURITIUS), ALMOIZ NA HOLDINGS LIMITES (collectively "Vision/your clients") | THL'S SOUTH AFRICAN DEBT PROVIDERS IN TERMS OF THE COMMON TERMS AGREEMENT

- 1 We refer to your letter dated 14 October 2024 ("your letter").
- 2 For the reasons that follow, we have been instructed to again request your clients to reconsider their position *vis-à-vis* the documentation and information requested in our letter dated 8 October 2024 ("our letter").
- 3 As you are aware, on 2 October 2024 we received a letter from DMI Attorneys (the attorneys who now represent RGS Group Holdings Limited ("RGS")) ("DMI's letter"). In paragraph 28 of DMI's letter, RGS has demanded that our clients produce -
 - 3.1 a copy of the current version of the acquisition agreement;
 - 3.2 proof of the amount paid by Vision;
 - 3.3 proof of transfer of all of the claims and security to Vision;
 - 3.4 details of the transactions to be implemented pursuant to the Vision Sale of Asset Transaction; and

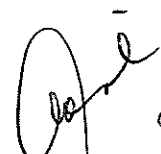
Werksmans Inc. Reg. No. 1990/007215/21 Registered Office The Central 96 Rivonia Road Sandton 2196 South Africa
Directors D Hertz (Chairman) OL Abraham LK Alexander C Andropoulos JKOF Antunes RL Armstrong DA Arteliro K Badal T Bata JD Behr AR Berman P Bhagalljee NMN Bhengu AL Bilalvi RE Bonnet TJ Boswell W Brown HLE Chang PG Cleland JG Cloete PPJ Coelser C Cole-Morgan J Darling R Driman KJ Fyfe S Gast D Gewer JA Gobetz R Gootkin A Govuza GF Griessel NA Hlatshwayo J Hollesen MGH Honiball BB Hotz AE Human T Inno HC Jacobs TL Janse van Rensburg G Johannes S July J Kallmeyer A Kenny NK Kgame R Killoran N Kirby HA Kotze S Krige CJ Latha H Laskov P le Roux MM Lessing E Levenstein JS Lochner K Louw JS Lubbe BS Mabasa PK Mabaso DD Magidson MPC Manaka JE Mardon PD Mashalane JE Meiring H Michael SM Moerane R Mollse C Moraitis PM Mosebo NPA Motsiri L Naidoo K Neluheni BW Ntuli BPF Olivier Z Oosthuizen S Padayachy M Pansegrouw S Passmoor D Pisanli T Potter AA Pyzikowski RJ Raath K Rajah A Ramdhin B Rammala MDF Rodrigues BR Roothman W Rosenberg NL Scott TA Sibidia FT Skhavhakhavha LK Silberman S Sinden DE Singo JA Smit BM Sono CI Stevens PO Steyn J Stockwell DH Swart PW Tindle JJ Truter KJ Trudgeon DN van den Berg AA van der Merwe A van Heerden JJ van Niekerk FJ van Tonder JP van Wyk A Vatalidis RN Wakefield L Watson D Wegierski G Wickins M Wiehahn DC Willans E Wood BW Workman-Davies Consultants DH Rabin DG Williams

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- 3.5 a timeline for the completion of the aforesaid transaction.
- 4 DMI has made it clear that in the absence of our clients providing the documents and information referred to in paragraphs 3.1 to 3.5 above ("**the demanded information**"), their client will bring urgent proceedings against, *inter alios*, our respective clients (see paragraph 29 of DMI's letter). We do not believe that the threatened application will necessarily be limited to relief relating to the production of the demanded information but may include an order setting aside the Plan.
- 5 Following receipt of DMI's letter, we advised DMI that we had requested the demanded information from, *inter alios*, your clients.
- 6 On 10 October 2024, we received an email from DMI making it clear that if our clients did not provide a date by when they would provide a substantive response to DMI's letter, they would "*have no choice but to proceed to court.*"
- 7 It is our clients' *bona fide* belief that if the demanded information is not provided to our clients and to RGS imminently, our respective clients will face urgent court proceedings.
- 8 Without detracting from what is set out above, your clients are undoubtedly aware that information and documentation of a similar nature to the demanded information has been sought by THL's shareholders and other creditors of THL (including but not limited to Powertrans, Artemis and Mary Jane Morris). There exists every possibility that the support of shareholders and creditors will be critical to securing regulatory approvals necessary to successfully implement the Vision Sale of Asset Transaction. A failure to obtain such regulatory approvals may render the Plan incapable of implementation.
- 9 The position adopted by your clients in your letter has placed our clients in a position where they are incapable of responding substantively to all of the issues traversed DMI's letter. In these circumstances, should the foreshadowed urgent proceedings be brought, our clients may be able to do no more than abide by the Court's decision.
- 10 Against the background of what is set out in paragraphs 8 and 9 above, your clients' failure to provide our clients with a meaningful response to the content of DMI's 2 October 2024 letter, such that will give RGS (and a Court) comfort that the transactions will be implemented and all amounts due will be paid in full by Vision (as requested in our letter), is concerning.
- 11 The BRPs are enjoined to implement creditors' wishes and carry the alternate Business Rescue plan (the Vision Sale of Asset Transaction) into effect and, whilst discharging their statutory duties and responsibilities (which they have and continue to do to date), to take all appropriate steps to facilitate implementation of the Vision Sale of Asset transaction.
- 12 Our client has instructed us to call upon your clients to demonstrate, to our clients' satisfaction, that -
- 12.1 the transactions forming the subject matter of the transfer certificate (ie the debt sale) are on track;
- 12.2 your clients are in a position to timeously discharge their payment obligations to Lender Group; and
- 12.3 there is no impediment to the Sale of Asset Transaction in the context of the sale of debt transaction.

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13 We await to hear from you.

Yours faithfully

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A handwritten signature in black ink, appearing to be 'G.C. Geert', written over a horizontal line.

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Geert

"MAR29"

Corporate and
Investment Banking



WERKSMANS ATTORNEYS

Attention: Trevor Boswell

Per e-mail: T.Boswell@werksmans.com

22 October 2024

Dear Trevor,

TONGAAT HULETT LIMITED (IN BUSINESS RESCUE)

1. We refer to your letter dated 16 October 2024.
2. Capitalised words will have the meaning ascribed thereto in the Business Rescue Plan unless defined herein.
3. The Lender Group has instructed us to respond to your letter as follows:
 - 3.1 The Business Rescue Plan should be capable of implementation irrespective of whether the secured Claims are owned by the Lender Group or Vision / Vision Parties. The status of the implementation of the transfer certificate concluded between Vision and the Lender Group ("**Transfer Certificate**") is therefore not determinant of whether the Business Rescue Plan is capable of implementation.
 - 3.2 In this regard:
 - 3.2.1 The Business Rescue Plan contemplates a partial debt-for-equity swap of cR4.1 billion ("**Equity Conversion**"), which would be discharged by a reduction in the Lender Group Claims against THL (those purchased by the Vision Parties) to cR3.6 billion. The Equity Conversion would result in the Vision Parties collectively owning c97.3% of all the THL shares in issue. Following the Equity Conversion, there would be cR3.6 billion in remaining ex-Lender Group Claims ("**Remaining Debt**") owing by THL to the Vision Parties and will remain in place, with the accompanying security, and will be restructured accordingly between THL and the Vision Parties on market related terms.
 - 3.2.2 The Lender Group confirmed in a letter dated 24 July 2024 that the portion of the secured Claims held by the Lender Group that was required to implement the Equity Conversion would be made available to Vision for the purposes of the Equity Conversion
 - 3.2.3 If the Equity Conversion had been implemented, Vision would have held c97.3% of the issued shares in THL, and as a result of the confirmation as described in clause 3.2.2, the Lender Group would have held the Remaining Debt with the accompanying security. Upon fulfilment of all conditions of the

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Page 1 of 1

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Transfer Certificate, the ownership of the Remaining Debt would transfer from the Lender Group to Vision.

- 3.2.4. The Transfer Certificate was not a hurdle to the Equity Conversion. The Equity Conversion failed due to the THL shareholders not approving the issuance of further shares to implement the proposed Equity Conversion.
 - 3.2.5. The Business Rescue Plan provides for an alternative transaction in the event that consents and/or approvals are not secured to issue THL shares in order to implement the Equity Conversion, namely the sale of THL's assets and businesses (as going concerns) to the Vision Parties on the basis that payment for the assets and businesses will be effected by way of set off against the secured Claims then held by the Vision Parties ("**Alternative Transaction**").
 - 3.2.6. In the same way that the Equity Conversion was capable of implementation, notwithstanding that the Lender Group still held the secured Claims, the Alternative Transaction. is also capable of implementation.
 - 3.2.7. Accordingly, the Lender Group hereby requests that the draft sale agreements and any related documents (including any opinions obtained) relating to the Alternative Transaction be made available to the Lender Group and ENS to determine what is required of the Lender Group to enable the Alternative Transaction to be implemented.
 - 3.2.8. The Transfer Certificate is therefore not an impediment to the implementation of the Business Rescue Plan.
4. We await your feedback and copies the draft agreements as requested.

Yours faithfully,

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 for and on behalf/the instructions of the Syndicated Lender Group)

Name: Venkatesh Seerangam

Capacity: Vice-President, Agency Front Office

Who warrants his/her authority hereto

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233 In short, the fact that the Vision Plan does not explain -

233.1 how THL's PCF debt will be settled, or where THL will obtain funding from for its working capital requirement post-implementation; or

233.2 the source of funds to discharge SASA's claim,

does not render the Vision Plan invalid or unlawful as alleged by the applicant. That information was not a requirement for the Plan.

(c) *The alleged "agreement to agree"*

234 The applicant alleges that the "*key feature*" of the Vision Plan is an *agreement to agree*. That, she says, is because the debt-to-equity conversion provided for in the Plan is dependent on the terms of a private agreement yet to be agreed between the Lender Group and Vision, which falls outside the knowledge and the purview of the BRPs.

235 The complaint is based on a fundamental misconception – ie that the viability of the Plan is dependent on an agreement yet to be reached. That is not correct.

236 The Third Acquisition Agreement was concluded between the Lender Group and Vision before the Meeting. Although the BRPs were not provided with a copy of it (due to the sensitive price and commercial information that it contained and the perceived risk of that information being leaked), we were provided with assurances from both the Lender Group and Vision that Vision had already brought into South

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Africa and paid a substantial non-refundable deposit to the Lender Group, which would vest Vision with sufficient debt previously held by the Lender Group to enable the debt-to-equity conversion provided for in the Plan, to occur. We were also informed that the further funds would be paid in a second tranche before the end of 2024.

237 By that stage, the Lender Group had vetted and considered all of the relevant "Know Your Client" (KYC) information *vis-a-vis* the Vision parties. The BRPs have also had to satisfy ourselves of their ability to pay any amounts that are or will become due. On our assessment, there is no reason to doubt that Vision can and will meet its payment obligations; that is particularly so given that they have already made payment of a substantial **non-refundable** deposit to the Lender Group.

238 By the time of the Meeting, then, the Lender Group and Vision had already concluded a binding agreement, and Vision had already paid a sum, that was sufficient to enable the debt-to-equity conversion envisaged in the Plan, to take place (should all other relevant suspensive conditions be met). We had sufficient information before us to determine, and to represent to the Affected Persons (as we did), that we considered the Vision Plan viable.

239 Congruent with that, the Vision Plan indicates that a final and binding agreement has been concluded between the Lender Group and the Vision parties, but it does not specify the full payment details. The fact that the balance will be paid at a later date does not invalidate the Vision Plan.

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240 The Lender Group and Vision parties have confirmed, and the BRPs were and remain satisfied, that the exchange of debt-for-equity aspect of the Vision Plan can be implemented immediately on the Plan becoming unconditional and was not dependent upon any future payment of purchase consideration or the conclusion of further terms between the Lender Group and Vision. Therefore, the BRPs were satisfied that the debt for equity exchange proposed in the Plan could competently proceed.

241 It is denied that the BRPs had a duty to consult with all creditors regarding the Third Acquisition Agreement prior to the conclusion of the Third Acquisition Agreement between the Lender Group and Vision (paragraph 132 at pp 0049). Neither THL nor the BRPs are party to the transaction regulated by the provisions of the Third Acquisition Agreement (that is, the transaction between the Lender Group and Vision for the latter's acquisition of the former's debt). Because THL is not a party to that agreement, the BRPs have not been involved in negotiating its terms.

242 The applicant's obsession with the terms of that agreement is perplexing. In the context of information required by a creditor to vote on a proposed business rescue plan, all that is relevant to a creditor is whether the adopted BR Plan is capable of implementation.

243 The substantial deposit paid by Vision (which has since been disclosed, in the first Powertrans application, to be in excess of R1,5 billion) was sufficient to vest it with a right to acquire the Lender Group's claims/debt which, in turn, was sufficient to be exchanged for shares in THL, if and when the debt-to-equity conversion goes ahead. The Plan is thus capable of implementation.

 
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244 If Vision were, for some reason, not to pay the balance of the purchase price owed to the Lender Group under the Third Acquisition Agreement, that would not invalidate the Vision Plan. The transaction provided for in the Plan, and the transaction governed by the Third Acquisition Agreement are separate agreements. THL's creditors are only concerned with the former.

245 Similarly, because the purchase price of the Lender Claims has been structured as an exchange of debt for shares, there is no need for the Vision parties to furnish proof of funding. There is therefore no merit in the allegations contained in paragraph 179 (pp 63) of the founding affidavit, and in turn, no basis for the applicant's concern that Vision lacks sufficient funds. The "*key feature*" as it pertains to the Vision Plan is the exchange of shares for the Lender Group debt in excess of R3,6bn. This is already in place and will be governed by the terms of the Subscription Agreement.

246 The conclusion drawn by the applicant at paragraph 191 (pp 67) (in relation to paragraphs 61 and 62 of the first to fourth respondents' answering affidavit in the first Powertrans application) is misguided. The applicant appears to be confusing the Lender Group acquisition transaction with the Vision transaction (ie Vision's acquisition of its stake in THL). Paragraphs 61 and 62 of above referenced answering affidavit, by contrast, are referring to the latter agreement, which could only be concluded after the Vision Plan was adopted and approved by creditors at the Meeting.


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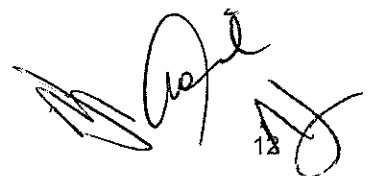
80. Since the adoption of the BR Plan, Vision and THL have already taken substantial steps in progressing the BR Plan and the Vision Transactions. The progress made by the parties to the Vision Transactions, including an agreement regarding the terms of a subscription transaction for the debt-to-equity exchange, would not have been capable in circumstances where the Vision Parties and the Lender Group only had an agreement-to-agree. In due course, all of the necessary information will be contained in a circular to shareholders in respect of the proposed debt to equity exchange.
81. The Vision Parties and THL have been able to agree upon a subscription transaction and advance all ancillary acts required to perform such a transaction in light of the fact that Vision has, since the adoption of the BR Plan, held, and continues to hold, a right to advance a partial debt-to-equity exchange as contemplated in the BR Plan. The obligation to make payment of a second instalment to the Lender Group in respect of the claims against THL is in no way dependant on the Vision Transactions, given that Vision has already paid a substantial deposit entitling it to complete the Vision Transactions.
82. Given the foregoing, the parties to the Vision Transactions have already been able to:
- 82.1 approach the Competition Commission South Africa (**Competition Commission**) to inform the Competition Commission of the subscription for shares in THL by the Vision Parties. In this regard, the Competition Commission has already appointed an investigator to consider the subscription transaction and the activities of the parties thereto. The investigator has already engaged with the parties;

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Group in early December 2024 to agree on an extension to pay the balance. These factors are set out below.

POLITICAL UNREST IN MOZAMBIQUE

55. On 9 October 2024, the results of the Mozambican election were announced, declaring the incumbent party the winner. During late October 2024, violent protests concerning the results commenced. In December 2024, and in particular after Mozambique's apex court confirmed the election results, the ongoing political unrest in Mozambique escalated further, reaching a critical level of instability. This created uncertainties surrounding the value of the assets located in the region. The political unrest significantly eroded confidence in the country's ability to maintain order, protect investments, and uphold the rule of law, all of which are essential for the integrity of assets underlying the Lender Group's security and which would, in part, support the raising of the necessary funding.
56. These protests have been widely reported. I have attached two such news articles:
- 56.1. The first is an Al Jazeera report on 24 December 2024 (attached as **SA1**) detailing the protests and their escalation after the court confirmation.
- 56.2. The second is a report in Mining Review Africa on 3 January 2025 (attached as **SA2**), which details the loss of 278 lives, widespread vandalism of over 500 companies, the loss of over 12,000 jobs and, in particular, targeting of foreign mining operations in the country.
57. The disputed elections triggered widespread protests, many of which escalated into violence, looting of businesses, arson and vandalism. As a result, public infrastructure and private facilities were increasingly exposed to attacks, creating an environment where assets were no longer secure. Businesses, particularly South African businesses operating in Mozambique, faced

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operational disruptions. This all threatened the stability and reliability of the assets in the country.

58. The lack of a clear resolution to the political crisis severely undermined governance structures, with critical institutions either incapacitated or under immense strain. This introduced greater risks of legal and administrative challenges for businesses operating in the region, further jeopardising the enforceability and value of security interests.
59. In this climate, the risks to the underlying assets went beyond immediate physical threats. The erosion of investor confidence and the broader economic downturn associated with the unrest had a compounding effect, reducing the value and liquidity of these assets. Even assets considered robust or strategically significant faced devaluation, operational risks, and reduced marketability under such conditions.
60. As a result, it became increasingly difficult to place a definitive value on the assets, both for purposes of the sale agreements and the funding. These dynamics made it imperative for Vision and the Lender Group to reassess the risks and adopt a flexible, collaborative approach to any arrangements involving Mozambican assets.
61. Although the unrest in Mozambique remains in existence, since the inauguration of the Mozambican president, protests have seemingly become calmer. Notwithstanding this, tensions remain high.

THE RGS AND POWERTRANS LITIGATION AND INTERFERENCE

62. Vision and the BRPs have had to dedicate significant resources to address litigation initiated by RGS. This has diverted many of Vision's resources from implementing the Vision Plan and introduced uncertainty surrounding the Vision Plan.



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"MAR33"

Date: 14 May 2025

Our Ref: Mr D Moodley/SG/RGS514

Your Ref:

URGENT

**MESSRS WERKMANS ATTORNEYS;
STEIN SCOP ATTORNEYS;
THE LENDER GROUP
c/o The Lender Group Facility Agent;
and
THE INDUSTRIAL DEVELOPMENT
CORPORATION OF SOUTH AFRICA**

Per Email: tboswell@werksmans.com;
sgast@werksmans.com;
alexandra@steinscop.com;
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PO Box 35546

Northway, 4965

Tel: +27 31 301 8623

Email: reception@dmiaatt.co.za

Dear Sirs,

RE: TONGAAT HULETT LIMITED (IN BUSINESS RESCUE)

1. We refer to the above matter and confirm that we act on behalf of RGS Group Holdings ("RGS").
2. The BRPs and Vision filed their answering affidavits in relation to Part B of the RGS application on Friday, 9 May 2025 and Saturday, 10 May 2025 respectively ("the BRP AA" and "the Vision AA").
3. In paragraph 19 of the BRP AA, the BRPs state that they "have been provided with confirmation that, on 9 May 2025, Vision discharged its payment obligations owed to

Senior Practitioner: D Moodley
Attorneys: T Naicker | B Henry
Candidate Attorneys: S Gathiram | S Naidoo | B Scheepers
Practice Manager: N Govender

the Lender Group in full” and that “[i]n the circumstances, RGS’s repeated contention that Vision is unable to meet its payment obligations, has been proved to be wrong.” The BRPs proceed to conclude that “[t]he full discharge by Vision of its payment obligations owed to the Lender Group is destructive of the very foundation upon which RGS’s case in Part B has been based.”

4. The BRPs characteristically failed to disclose what confirmation they received, from whom the confirmation came, or what precisely is meant by the “discharge of payment obligations”, which is capable of denoting a transaction other than an actual payment from Vision to the Lender Group.
5. By contrast, it is simply stated in the Vision AA at paragraph 7 that “Vision has now (on 9 May 2025) paid the Lender Group the entire purchase price payable by Vision to the Lender Group and, as such, there can now be no debate that it has acquired the Lender Group’s claims such that, even on RGS’s version, the Vision Plan can be fully implemented and RGS’s application must fail.”
6. Unsurprisingly, Vision too attaches nothing by way of proof either that it made full payment to the Lender Group or that it has taken unconditional cession of the Lender Group’s claims in THL’s business rescue.
7. It is equally unclear where Vision has allegedly now at long last found the funds to pay the Lender Group more than 16 months after the adoption of the Vision Plan despite its well documented inability to raise the funds in the intervening period, but it is evident that the funds were not advanced by the IDC since the BRP AA states at paragraph 18.12 that the agreements in relation to a proposed new IDC facility are still being drafted (the purpose of this facility has similarly not been explained).
8. RGS denies that the contents of the BRP AA and the Vision AA constitute proof of the discharge by Vision of its payment obligations to the Lender Group. Not a shred of such proof has in fact been provided.

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9. The BRPs and Vision have elected to conduct THL's business rescue in secret and to withhold the most pertinently relevant information from affected persons from the adoption of the Vision Plan to date, by way of example:
- 9.1. Vision has refused to disclose the Acquisition Agreement despite the BRPs' having demanded it and the Lender Group having stated on record that it has no objection to the disclosure thereof;
 - 9.2. The BRPs and Vision have refused to provide proof that Vision paid the deposit due to the Lender Group in terms of the Acquisition Agreement on 11 January 2024 as alleged by Vision;
 - 9.3. The BRPs and Vision have refused to provide proof that the Lender Group's claims have been transferred to Vision;
 - 9.4. The BRPs have unjustifiably reneged on their tender to provide RGS with copies of the various Sale Agreements that have been concluded pursuant to the Vision Asset Transaction (i.e. in terms of which all THL's assets are to be transferred to Vision).
10. Without access to the Acquisition Agreement affected persons have no way of establishing whether Vision has discharged its obligations thereunder, and by extension whether Vision has obtained the right to acquire all of THL's assets and proceed to delist and liquidate the entity in terms of the Vision Asset Transaction (assuming for present purposes that the Vision Asset Transaction is in fact lawful, which is denied) while paying creditors a paltry dividend of only 5 cents in the rand.
11. The fact that the BRPs and Vision have further refused to disclose any of the most pertinently relevant information relating to the Vision Plan and its implementation, referred to in summary above, has compounded this lack of transparency and means that affected persons have been provided with no verifiable proof that Vision has discharged its obligations properly, lawfully or at all.

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12. This issue takes on special significance in the context of the RGS application given *inter alia* that:

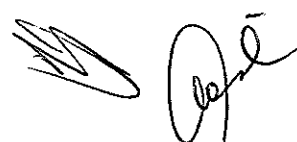
12.1. Vision's ability to fund the Acquisition and by extension the Vision Plan was the subject of much concern and many questions during the Creditors' Meeting and was raised both by creditors and the Chairman of the Employees Committee, the latter stating in his address that "security of [Vision's] funding is seen as a critical factor";

12.2. In response to the numerous concerns expressed by creditors in relation to Vision's access to funding, Mr Murgatroyd informed the Creditors' Meeting that the BRPs had received a letter from Standard Bank which confirmed that Vision had sufficient funds to implement the Vision Plan;

12.3. No explanation was subsequently provided when Vision failed repeatedly, and despite numerous extensions, to raise the funds necessary to complete the Acquisition;

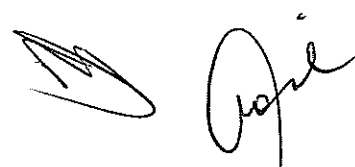
12.4. When the BRPs issued a circular to shareholders on 10 July 2024 ahead of the shareholders meeting that had been called for 8 August 2024 in order to obtain shareholder approval for the Equity Conversion, it for the first time became known from the information provided in the circular that the BRPs were attempting to proceed with the Equity Conversion despite the Acquisition not having been achieved and that the Lender Group would retain R3.6 billion of claims which, in terms of the Vision Plan, had to be acquired by Vision;

12.5. Shareholders' decision to reject the Equity Conversion was largely influenced by the fact that Vision had not achieved the Acquisition (i.e. because Vision did not have the funds to do so), this is evident from correspondence sent by shareholders to the BRPs ahead of the shareholders meeting in terms of which they state that they considered it "misplaced and grossly unreasonable" to expect them to approve the dilution of their shareholding in circumstances where Vision had not achieved the Acquisition;



- 12.6. Vision's lack of funds and its consequent inability to complete the Acquisition therefore contributed materially to (i) the rejection by shareholders of the Equity Conversion which would have seen THL retain its listing on the JSE, and (ii) the "switch" to the Vision Asset Transaction in terms of which THL will be delisted and liquidated;
- 12.7. After the Equity Conversion failed and the BRPs "switched" to the Vision Asset Transaction, Vision repeatedly failed to honour its payment obligations to the Lender Group, most recently despite stating under oath in affidavits filed in the RGS application that the outstanding payment required to achieve the Acquisition of the Lender Group' claims would be made variously by 31 December 2024 and 31 March 2025, both of which deadlines Vision failed to meet without proper explanation.
13. The aforesaid more recent pattern of non-payment by Vision must moreover be considered in the light of the fact that Vision initially undertook to make payment to the Lender Group in full by the date of the Creditors Meeting, and when they failed to do so, the Vision Plan was amended to state unequivocally that the Vision Transactions, including the Acquisition, would be completed by April 2024 (i.e. more than a calendar year ago).
14. It is against this background of Vision's well-documented failures to raise the funds necessary to achieve the Acquisition and implement the Vision Plan that both the BRPs and Vision stated in previous affidavits filed in the RGS application that the Lender Group had confirmed that the deposit paid by Vision alone "would vest Vision with sufficient debt held by the Lender Group to enable the debt-to-equity conversion provided for in the Plan, to occur".¹
15. The BRPs attached correspondence from Standard Bank confirming the above to their answering affidavit in Part A of the RGS application.

¹ See for example BRP AA in Part A at paragraph 174.

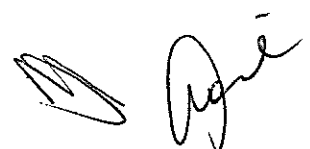


16. On this basis, the BRPs stated further in their affidavit that “[i]f Vision were, for some reason, not to pay the balance of the purchase price owed to the Lender Group under [the Acquisition Agreement], that would not invalidate the Vision Plan...”
17. The allegations made by the BRPs and Vision as summarised in paragraphs 14 and 16 above were referred to by RGS in its founding affidavit as “*the Partial Acquisition Argument*”.
18. RGS’ founding affidavit contains an entire section dedicated to addressing the Partial Acquisition Argument. In short, RGS’s case in this regard has consistently been that:
- 18.1. the Partial Acquisition Argument is irreconcilable with both the terms of the Vision Plan and with the representations made to creditors by the BRPs at the Creditors’ Meeting;
- 18.2. The Vision Plan expressly and unequivocally requires Vision to acquire 100% of the Lender Group’s claims;²
- 18.3. In the context of business rescue, it is irrelevant whether the Lender Group is willing to forgo payment of the balance outstanding for the Acquisition, the BRPs must implement the Vision Plan as adopted and the plan requires the full (i.e. 100%) Acquisition of the Lender Group claims which constitutes the mechanism of rescue on which the Vision Plan is premised (i.e. constitutes the result towards improving THL’s financial health that the plan undertakes to achieve);

² Vision Plan at e.g. paragraph 2.3, paragraph 2.5.4, the definition of “Vision Transactions” contained in paragraph 3.1.85, page 9 of the plan where “Vision Debt” is defined as follows “[t]here will be c.R3.6bn in remaining ex-Lender Group debt outstanding and owing by THL to the Vision Parties (“Vision Debt”) and this will remain in place and will be restructured accordingly between THL and the Vision Parties on market related terms”, paragraph 14.1.1.11 of the plan which lists one of the material assumptions of the projected Income Statement contained in the plan to be *inter alia* as follows: “Vision Debt – The forecast assumes that Vision Debt of R3.6bn will remain owing as term debt. The Vision Parties have agreed to an interest payment holiday for the first three years, subsequently interest will be incurred at a market-related interest rate and will not be serviced in cash but capitalized...”, paragraph 14.1.2.8 of the plan were a similar provision appears in relation to the projections contained in the projected Balance Sheet provided in the plan



- 18.4. The Partial Acquisition Argument strongly suggests that Vision and the Lender Group have negotiated further terms / amendments to the Acquisition Agreement in response to Vision's failure to raise the required funds to complete the Acquisition;
- 18.5. If the Lender Group is to retain security of R3.6 billion over THL assets it will be in a position to permit the Vision Plan to be implemented despite Vision's default of payment and subsequently to enforce that security over THL's assets after the close of business rescue (in circumstances where the amount of such security is notably equal to the purchase price contemplated in the Acquisition Agreement);
- 18.6. That on this basis the Lender Group and Vision could logically have agreed that the former would permit the Vision Plan to be implemented and THL's business rescue to be closed in the absence of payment on condition that Vision then sell THL assets directly after business rescue in order to settle the amount owing to the Lender Group under the Acquisition Agreement;
- 18.7. That any agreement to this or similar effect would effectively allow Vision to secretly pay for the Acquisition, and therefore for the acquisition of THL itself, from the proceeds of a sale of THL's property post business rescue.
19. It was on this basis that RGS sought, in prayer 5.4 of its notice of motion, confirmation under oath from Vision that it has not and will not in future conclude any agreement with the Lender Group in terms of which any of THL's assets would be sold upon or after the conclusion of the rescue process in order to apply the proceeds of such sales to settle any amount due to the Lender Group or any other creditors.
20. The contents of a supplementary affidavit dated 27 January 2025 filed by Vision in relation to Part A of the RGS application gave credence to the above.



21. In Vision's supplementary affidavit it made *inter alia* the following allegations in relation to the effect of the political unrest in Mozambique and the effect that the RGS application had on Vision's ability to achieve the Acquisition (bold emphasis supplied):

21.1. "...The political unrest significantly eroded confidence in the country's ability to maintain order, protect investments, and uphold the rule of law, all of which are **essential for the integrity of the assets underlying the Lender Group's security and which would, in part, support the raising of the necessary funding.**"³

21.2. "...This introduced greater risks of legal and administrative challenges for businesses operating in the region, **further jeopardising the enforceability and value of security interests.**"⁴

21.3. "In this climate, the risks to the underlying assets went beyond immediate physical threats. The erosion of investor confidence and the broader economic downturn associated with the unrest had a compounding effect, **reducing the value and liquidity of these assets. Even assets considered robust or strategically significant faced devaluation, operational risks, and reduced marketability under such conditions.**"⁵

21.4. "**As a result, it became increasingly difficult to place a definitive value on the assets, both for purposes of the sale agreements and the funding.** These dynamics made it imperative for Vision and the Lender Group to reassess the risks and adopt a flexible, collaborative approach to any arrangements involving Mozambican assets."⁶

³ Vision supplementary affidavit of 27 January 2025 at paragraph 55.

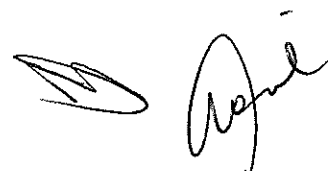
⁴ *Ibid* at paragraph 58.

⁵ *Ibid* at paragraph 59.

⁶ *Ibid* at paragraph 60.



22. In RGS' supplementary affidavit filed in Part B of the application, it alleges at paragraphs 77 to 78 that the above allegations made by Vision demonstrate that Vision was seeking to leverage THL's assets (which Vision does not own) to raise the funding required to acquire those very assets, and that this gives rise to the potential for serious abuse of the business rescue process.
23. RGS moreover pointed out at paragraph 79 of its supplementary affidavit that "[c]reditors were not informed at the creditors meeting that Vision would fund its acquisition of the LG Claims by using THL's assets as collateral. Creditors were informed that Vision had sufficient funds to implement the Plan." (original emphasis.)
24. In all of the above circumstances, RGS does not accept the BRPs' and Vision Parties' say so to the effect that the latter "fully discharged its payment obligations" to the Lender Group in relation to the outstanding amount due under the Acquisition Agreement on 9 May 2025.
25. Even if Vision has in fact paid the Lender Group, Vision's abovementioned concessions in its supplementary affidavit that it has sought to leverage THL's assets to raise funding remains a live element of RGS' case in the pending RGS application, and the contents of the BRP AA and Vision AA does not therefore dispose of the RGS application at all.
26. **We are therefore instructed to demand the following information by no later than close of business on Wednesday, 21 May 2025:**
- 26.1. First, that the BRPs provide a copy of the confirmation that they received to the effect that Vision has discharged its payment obligations to the Lender Group as per paragraph 19 of the BRP AA;



26.2. Second, that the Vision Parties -

- 26.2.1. Provide proof of the payments they allege to have made to the Lender Group of (i) the deposit of R1.51 billion on 11 January 2024, and (ii) the balance owed of c.R2 billion on 9 May 2025;
- 26.2.2. Provide proof that all of the Lender Group's claims in and security against THL have been transferred to Vision unconditionally (i.e. the Lender Group's claims and security of c.R8.5 billion⁷ which Vision has allegedly acquired by paying the Lender Group c.R3.51bn in terms of the Acquisition Agreement);
- 26.2.3. Provide confirmation under oath that they have not concluded an agreement with the Lender Group or any other funder or related party in terms of which they have either offered or put up THL's assets as security / collateral for any debt they incurred in raising the funds required to discharge any of their payment obligations to either (i) the Lender Group, or (ii) any other parties who are to receive distributions in terms of the Vision Plan;

26.3. Third, that the Lender Group provide:

- 26.3.1. Written confirmation that Vision has itself paid to the Lender Group, in cash, the full amount owed by Vision under the Acquisition Agreement amounting to c.R3.51 billion, with the deposit of R1.51 billion having been paid on 11 January 2024 and the balance having been paid on 9 May 2025;
- 26.3.2. Proof that the Lender Group has unconditionally transferred all of its claims in and security against THL to Vision (i.e. the Lender Group's

⁷ This is the latest figure available publicly as contained in the circular to shareholders of 10 July 2024. The amount should be taken to denote the current figure including updated interest etc.



claims and security of c.R8.5 billion⁸ which Vision has allegedly acquired by paying the Lender Group c.R3.51bn in terms of the Acquisition Agreement);

26.3.3. Written confirmation of whether or not the Lender Group or any member thereof advanced to Vision the funds used by Vision to settle the balance of the amount due to the Lender Group above the deposit;

26.4. Fourth, that the IDC provide written confirmation regarding the nature and purpose of the facility referred to in paragraph 18.12 of the BRP AA (i.e. "a new facility has been approved by IDC for Vision Sugar and the relevant agreements are currently being drafted") and to confirm whether any amount of that facility is intended to be used by Vision to discharge any of its payment obligations pursuant to either (i) the Acquisition Agreement, or (ii) the Vision Plan.

27. **In addition, RGS demands from the BRPs, the Vision Parties, and the Lender Group that** (i) a copy of the Acquisition Agreement, and (ii) copies of any and all previous versions of the Acquisition Agreement be provided to RGS and published on the THL business rescue website for the benefit of all affected persons **also by no later than close of business on Wednesday, 21 May 2025.**
28. Should the payments by Vision to the Lender Group of 11 January 2024 and 9 May 2025 in fact have been made there can be no reasonable objection by or prejudice to any of the parties involved to provide proof thereof.
29. Similarly, if the Acquisition has now been achieved and the Acquisition Agreement does not contain any terms that are inconsistent with the Vision Plan, there can be no reasonable objection by or prejudice to any of the parties involved to act transparently and provide the Acquisition Agreement to affected persons.

⁸ This is the latest figure available publicly as contained in the circular to shareholders of 10 July 2024. The amount should be taken to denote the current figure including updated interest etc.

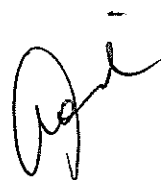


30. Should the demands contemplated in paragraphs 26 and 27 above not be met by close of business on **Wednesday, 21 May 2025**, RGS will have no option but to assume that the BRPs will proceed to close THL's business rescue, or alternatively progress the Asset Sales to Vision to such an extent that they will become impossible to reverse, before Part B of its application is heard.
31. RGS will in that event have no choice but to approach the High Court on an urgent basis for orders *inter alia* directing that the information demanded be disclosed to affected persons

Yours faithfully,

 P.P.
D MOODLEY

DMI Attorneys



DELIVERED BY EMAIL

DMI Attorneys
Email: devin@dmiaatt.co.za
Durban

Attention: Mr D Moodley

Johannesburg Office
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96 Rivonia Road
Sandton 2196 South Africa
Private Bag 10015
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Docex 111 Sandton
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www.werksmans.com

YOUR REFERENCE: Mr D Moodley/SG/Powertrans/ RGS514
OUR REFERENCE: Mr D Hertz / Mr T Boswell / Ms S Gast /tjb/TONG7430.17/#10620412v4
DIRECT PHONE: +27 11 535 8283 / +27 11 535 8459 / +27 11 535 8131
EMAIL ADDRESS: dhertz@werksmans.com / tboswell@werksmans.com / sgast@werksmans.com

21 May 2025

URGENT

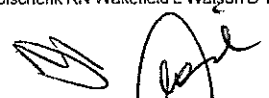
Dear Sirs

RGS GROUP HOLDINGS LIMITED ("your client") // TONGAAT HULETT LIMITED (IN BUSINESS RESCUE) ("THL") AND ITS BUSINESS RESCUE PRACTITIONERS ("the BRPs") (collectively, "our clients") AND ELEVEN OTHERS, CASE NO. D13702/2024 ("your client's application")

- 1 We refer to your letter ("**your letter**") dated 14 May 2025.
- 2 A number of the assertions in your letter have been raised repeatedly by your client, whether in affidavits or in correspondence. Our clients' responses to your client's repeated, unfounded, ill-conceived (and now defamatory and unlawful) assertions are already well-documented, and no useful purpose will be served in repeating our clients' responses thereto.
- 3 Our clients' failure to (again) address the assertions which litter your letter should, in the circumstances, not be construed as an admission thereof, or as a waiver of our clients' rights in this regard, which rights are again reserved.
- 4 Our clients take umbrage to the accusation that our clients "*characteristically failed to disclose what confirmation they received*". The reference to the confirmation in our clients' answering affidavit is a reference to the following confirmation that was received from Messrs Stein Scop on 9 May 2025 (prior to our clients' answering affidavit having been delivered) -

"Vision have made payment of the purchase consideration due to the Lender Group. In the circumstances, the transaction between Vision and the Lender Group has been finalised."

- 5 A copy of the email received from Stein Scop dated 9 May 2025 is attached marked "**A**".





- 6 In amplification of paragraph 4 above, it is risible for your client to accuse our clients of having conducted THL's business rescue in secret and of withholding relevant information, and Mr Albertyn of having deposed to an affidavit containing assertions which are untrue. As is demonstrated below such allegations are recklessly made and defamatory-
- 6.1 once again, your client self-servingly disregards the fact that the acquisition by the Vision parties of the Lender Group's security and claims *vis-à-vis* THL is not a transaction to which our clients are a party, and that our clients are not in possession of all documents relating thereto. They cannot disclose information and records that they do not have. They have, however, met their disclosure obligations to the affected persons in THL's business rescue;
- 6.2 your client unsurprisingly has produced no evidence (whether in relation to what is stated in our clients' answering affidavit, or any other affidavit deposed to by Mr Albertyn) of Mr Albertyn having advanced assertions which are false; and
- 6.3 Mr Albertyn's assertions in his recently delivered affidavit not been contradicted by the Lender Group and/or their attorneys both of whom have had sight thereof.
- 7 Your client's attempt to suggest an inconsistency between what is stated in Vision's answering affidavit and our clients' answering affidavit is contrived and constitutes a transparent attempt on the part of your client to resuscitate its doomed application. Should your client persist with its application, we are instructed to seek a punitive costs award on the highest scale.
- 8 Without conceding that our clients had any obligation to do so, we requested the Lender Group's attorney of record to confirm the correctness of the advice received from Messrs Stein Scop. We attach marked "B" a letter received from Messrs ENSAfrica, in which it is confirmed that -
- 8.1 full payment of the amount due by Vision to the Lender Group has been made in relation to transfer of the claims and the security of the Lender Group in respect of THL (and its subsidiaries); and
- 8.2 the THL Group Claims and Security were unconditionally and irrevocably transferred to Vision on 9 May 2025.
- 9 Our clients have no reason to disbelieve Vision and the Lender Group's confirmations in this regard.
- 10 Insofar as paragraph 7 of your letter is concerned, that is a matter to be dealt with by the Vision parties, should they deem it necessary to do so. Your client's repeated complaints *vis-à-vis* timing have been dealt with previously, and to that extent, we repeat what is set out in paragraph 2 above.
- 11 The content of paragraph 13 of your letter is meretricious. The Plan has never "*state[d] unequivocally*" that the Vision Transactions would be completed by April 2024. Our clients have repeatedly and painstakingly explained (both in correspondence and in affidavits) that in a business rescue of the magnitude of THL's, timetables provided can only be regarded as indicative (and not "unequivocal" as alleged in your letter). This is yet again a reality which your client steadfastly refuses to accept.
- 12 Our clients decline to comment any further on the assertions in paragraphs 14 to 25 of your letter and stand by what is stated in the affidavits filed in the pending application. If your client does not withdraw its application, these issues will be dealt with when Part B of your client's application is called for hearing.

 2



- 13 Without in any way conceding that your client has any right or entitlement to make the demand in paragraph 26.1 of your letter, as appears from the above, the confirmation has been attached.
- 14 Insofar as paragraph 27 is concerned, it is bewildering that your client continues to demand of our clients that they deliver an agreement which, to your client's knowledge, is simply not in their possession. The threat made in paragraph 27 of your letter once again demonstrates the vexatious manner in which your client has approached this matter.
- 15 Finally, we dispute that your client has any grounds for yet again approaching a court for disclosure of the documents sought – whether urgently or at all. Should your client bring yet another urgent application, it will be acting vexatiously and abusing the court's processes. Our clients reserve their rights to seek appropriate relief in respect thereof.

Yours faithfully
Werksmans Inc

THIS LETTER HAS BEEN ELECTRONICALLY TRANSMITTED WITHOUT SIGNATURE

A handwritten signature in black ink, appearing to be 'A. J. ...', written in a cursive, flowing style.

3

Simone Gast

From: Casper Badenhorst <Casper@steinscop.com>
Sent: 09 May 2025 16:51
To: Trevor Boswell
Cc: Simone Gast; Danny Andropoulos; Bradley Scop; Alexandra Rakitzis; Jacques Erasmus
Subject: Tongaat Hulett Limited (in business rescue) / Vision Group

Dear Sirs

We refer to the business rescue proceedings of Tongaat Hulett Limited (in business rescue) (**THL**) and the "Vision Transactions" arising therefrom between Vision Investments 155 (Pty) Ltd (**Vision**) and the Lender Group.

We hereby confirm that Vision have made payment of the purchase consideration due to the Lender Group. In the circumstances, the transaction between Vision and the Lender Group has been finalised.

Kind regards

Casper Badenhorst
Director



BGI | GLOBAL

Direct: +27(0)11 380 8085
Mobile: +27(0)83 580 2604
Landline: +27(0)11 380 8080
Email: casper@steinscop.com

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IMPORTANT NOTE: We will never send an e-mail advising of a change in our banking details. Any such e-mail may be an attempt to defraud. Should you receive such an e-mail, please contact our offices immediately.

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Two handwritten signatures in black ink, one appearing to be 'Casper' and the other 'Agie'.

"B"



The MARC Tower 1
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P O Box 783347 Sandton South Africa 2146
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tel +2711 269 7600
info@ENSafrica.com
ENSafrica.com

Werksmans Attorneys
Attention: Trevor Boswell
Email: tboswell@werksmans.com

Mr Gary Oertel our ref
 your ref
21 May 2025 date

Dear Sirs

TONGAAT HULETT LIMITED (IN BUSINESS RESCUE)

1. We have been instructed by the Lender Group to address this letter to you in your capacity as the legal representatives of the Business Rescue Practitioners of Tongaat Hulett Limited (in business rescue) ("THL")
2. The Lender Group hereby confirms that Vision Investments 155 (Proprietary) Limited ("Vision") has fully discharged all of its payment obligations *vis-à-vis* the purchase consideration due by it to the Lender Group relating to the transfer of the claims and the security of the Lender Group in respect of THL (and its subsidiaries) ("THL Group Claims and Security").
3. We are further instructed to confirm that the THL Group and Claims and Security were unconditionally and irrevocably transferred to Vision on 9 May 2025.

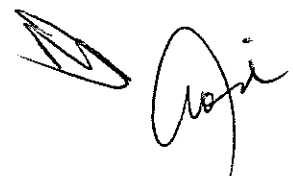
Yours faithfully

ENS

Per:



GARY OERTEL AND NEPHTALIE SITHOLE





"MAR35"

The Vision Parties

Stein Scop Attorneys

Ms A Rakitzis Ho

Email: alexandra@steinscop.com

The Lender Group

C/o The Lender Group Facility Agent

Standard Bank of South Africa

Corporate and Investment Banking Division

Mr Venashan Seerangam

Email: AgencySBSA@standardbank.co.za

The Industrial Development Corporation of South Africa

Faskens

Mr Haroon Laher

Email: hlaher@fasken.com

23 May 2025

URGENT

Dear Sirs

TONGAAT HULETT LIMITED (IN BUSINESS RESCUE)

1. We refer to the above matter and confirm that we have come on record for RGS pursuant to the notice of withdrawal and substitution filed by DMI Attorneys earlier today.
2. We refer also to the letter of demand sent by DMI Attorneys on 14 May 2025.
3. No response was received to the abovementioned demand from Vision, the Lender Group, or the IDC. This despite the deadline for the demand having been close of business on 21 May 2025.

Imran Bobat
BA (UND) LLB (UND) LLM(UCL)

TEL(031)201 0060

EMAIL: admin@boblaw.co.za

331 ST THOMAS ROAD, MUSGRAVE, DURBAN 4001

4. Whilst a response was received from the BRPs, such response in no way constitutes compliance with the separate demands made of Vision, the Lender Group and the IDC in the letter of demand dated 14 May 2025.
5. In the interests of avoiding unnecessary litigation, and since we have only today come on record, RGS has instructed us to grant an indulgence to Vision, the Lender Group and the IDC, and to afford them a final opportunity to comply with the demands made of them.
6. **We therefore reiterate the following demands for information, which is to be provided by no later than close of business on Monday, 26 May 2025:**

6.1. First, that the Vision Parties –

- 6.1.1. Provide proof of the payments they allege to have made to the Lender Group of (i) the deposit of R1.51 billion on 11 January 2024, and (ii) the balance owed of c.R2 billion on 9 May 2025;
- 6.1.2. Provide proof that all of the Lender Group's claims in and security against THL have been transferred to Vision unconditionally (i.e. the Lender Group's claims and security of c.R8.5 billion¹ which Vision has allegedly acquired by paying the Lender Group c.R3.51bn in terms of the Acquisition Agreement);
- 6.1.3. Provide confirmation under oath that they have not concluded an agreement with the Lender Group or any other funder or related party in terms of which they have either offered or put up THL's assets as security / collateral for any debt they incurred in raising the funds required to discharge any of their payment obligations to either (i) the Lender Group, or (ii) any other parties who are to receive distributions in terms of the Vision Plan;

6.2. Second, that the Lender Group provide:

- 6.2.1. Written confirmation that Vision has itself paid to the Lender Group, in cash, the full amount owed by Vision under the Acquisition Agreement amounting to c.R3.51 billion, with the deposit of R1.51

¹ This is the latest figure available publicly as contained in the circular to shareholders of 10 July 2024. The amount should be taken to denote the current figure including updated interest etc.



billion having been paid on 11 January 2024 and the balance having been paid on 9 May 2025;

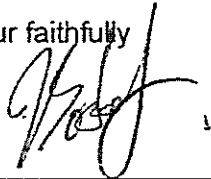
- 6.2.2. Proof that the Lender Group has unconditionally transferred all of its claims in and security against THL to Vision (i.e. the Lender Group's claims and security of c.R8.5 billion² which Vision has allegedly acquired by paying the Lender Group c.R3.51bn in terms of the Acquisition Agreement);
 - 6.2.3. Written confirmation of whether or not the Lender Group or any member thereof advanced to Vision the funds used by Vision to settle the balance of the amount due to the Lender Group above the deposit;
 - 6.3. Third, that the IDC provide written confirmation regarding the nature and purpose of the facility referred to in paragraph 18.12 of the BRP AA (i.e. "a new facility has been approved by IDC for Vision Sugar and the relevant agreements are currently being drafted") and to confirm whether any amount of that facility is intended to be used by Vision to discharge any of its payment obligations pursuant to either (i) the Acquisition Agreement, or (ii) the Vision Plan.
7. **In addition, RGS demands from the Vision Parties and the Lender Group that (i) a copy of the Acquisition Agreement, and (ii) copies of any and all previous versions of the Acquisition Agreement be provided to RGS and published on the THL business rescue website for the benefit of all affected persons also by no later than close of business on Monday, 26 May 2025.**
 8. Should the payments by Vision to the Lender Group of 11 January 2024 and 9 May 2025 in fact have been made there can be no reasonable objection by or prejudice to any of the parties involved to provide proof thereof.
 9. Similarly, if the Acquisition has now been achieved and the Acquisition Agreement does not contain any terms that are inconsistent with the Vision Plan, there can be no reasonable objection by or prejudice to any of the parties involved to act transparently and provide the Acquisition Agreement to affected persons.

² This is the latest figure available publicly as contained in the circular to shareholders of 10 July 2024. The amount should be taken to denote the current figure including updated interest etc.



10. Should the demands contemplated in paragraphs 6 and 7 above not be met by close of business on Monday, 26 May 2025, RGS will have no option but to assume that Vision and the BRPs will proceed to close THL's business rescue, or alternatively progress the Asset Sales to Vision to such an extent that they will become impossible to reverse, before Part B of its application is heard.
11. RGS will in that event have no choice but to approach the High Court on an urgent basis for orders *inter alia* directing that the information demanded be disclosed to affected persons.
12. In the meantime, RGS's rights remain strictly reserved.

Your faithfully



Imran Bobat
Attorney
Bobat & Associates



"MAR36"



IN THE HIGH COURT OF SOUTH AFRICA
KWAZULU-NATAL LOCAL DIVISION, DURBAN

CASE NO: 2025/079452

In the matter between:

RGS GROUP HOLDINGS LIMITED

APPLICANT

and

VISION INVESTMENTS 155(PTY)LTD

FIRST RESPONDENT

TERRIS AGRIPRO (MAURITIUS)

SECOND RESPONDENT

REMOGGO (MAURITIUS) PCC

THIRD RESPONDENT

GUMA AGRI AND FOOD SECURITY

FOURTH RESPONDENT

LTD MAURITIUS

ALMOIZ NA HOLDINGS LIMITED (UAE)

FIFTH RESPONDENT

TONGAAT HULETT LTD

SIXTH RESPONDENT

(IN BUSINESS RESCUE)

TREVOR JOHN MURGATROYD N.O

SEVENTH RESPONDENT

PETRUS FRANCOIS VAN DEN STEEN N.O

EIGHTH RESPONDENT

GERHARD CONRAD ALBERTYN N.O.

NINTH RESPONDENT

THE LENDER GROUP OF TONGAAT HULETT LTD

TENTH RESPONDENT

THE INDUSTRIAL DEVELOPMENT
CORPORATION OF SOUTH AFRICA
THE AFFECTED PERSONS IN THE
SIXTH RESPONDENT'S BUSINESS RESCUE

ELEVENTH RESPONDENT

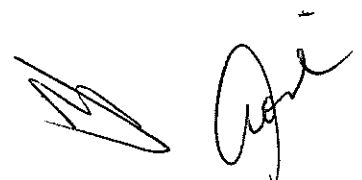
TWELFTH RESPONDENT

This judgment was handed down electronically by circulation to the parties' representatives by email.
The date for handing down is deemed to be 04 July 2025.

ORDER

Accordingly, I make the following order:

1. The applicant's non-compliance with the Uniform Rules of Court relating to service, time periods, be and is condoned; and the applicant be and is permitted to bring this application as a matter of urgency in terms of Rule 6(12).
2. The first to fifth respondents ("the Vision Parties") be and are directed to provide the applicant with the following within 5 days of the granting of this order:
 - 2.1 Proof of the payment of R1.51 billion made by the Vision Parties to the Lender Group on 11 January 2024;
 - 2.2 Proof of the payment of approximately R2 billion made by the Vision Parties to the Lender Group on 9 May 2025;
 - 2.3 A copy of the agreement concluded between the Vision Parties and the Lender Group in terms of which the Vision Parties have acquired all of the Lender Group's claims and security against Tongaat Hulett Limited ("THL");
 - 2.4 Proof that all of the Lender Group's claims and security against THL have been transferred to the Vision Parties;
 - 2.5 A written statement confirming whether or not:
 - 2.5.1. Any of THL's assets, or any rights in relation thereto, were proffered by the Vision Parties to its funders, whether as security, collateral, pledge, guarantee or any similar mechanism, in order to raise the funds necessary to acquire the Lender Group's claims and security;
 - 2.5.2. Any of the Vision Parties' financial obligations owed to the Lender Group or any of the Vision Parties' financial obligations relating to the implementation of the Vision plan will be satisfied in whole or in



part, whether in the first instance or in the event of a default of payment by the Vision Parties, from the proceeds of:

2.5.2.1 financing raised by selling THL assets or putting such assets up as collateral; or

2.5.2.2 any facility granted in favour of THL by the Lender Group, the Industrial Development Corporation of South Africa, or any funder.

3. The costs of this application shall be paid by the first to fifth respondents (the Vision Parties), jointly and severally, the one paying the other to be absolved on scale C.

JUDGMENT

Zwane AJ

Introduction

[1] This is an application in terms of which the applicant seeks the following order:

'1. That the applicant's non-compliance with the Uniform Rules of Court relating to service, time periods, and forms be condoned; and the applicant be permitted to bring this application as a matter of urgency in terms of Rule 6(12).

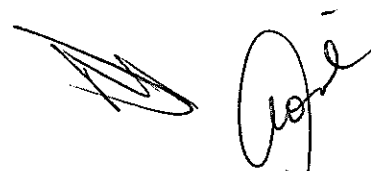
2. That the first to fifth respondents ("Vision") be directed to provide the applicant with the following within 5 business days:

2.1 Proof of the payment of R1.51 billion made by Vision to the Lender Group on 11 January 2024;

2.2 Proof of the payment of circa R2 billion made by Vision to the Lender Group on 9 May 2025;

2.3 A copy of the agreement concluded between Vision and the Lender Group in terms of which Vision has acquired all of the Lender Group's claims and security against Tongaat Hulett Limited ("THL");

2.4 Copies of all previous versions of the agreement referred to in the preceding paragraph;



2.5 Proof that all of the Lender Group's claims and security against THL have been transferred to Vision;

2.6 A written statement confirming whether or not:

2.6.1. Any of THL's assets, or any rights in relation thereto, were proffered by Vision to its funders, whether as security, collateral, pledge, guarantee or any similar mechanism, in order to raise the funds necessary to acquire the Lender Group's claims and security;

2.6.2. Any of Vision's financial obligations owed to the Lender Group or any of Vision's financial obligations relating to the implementation of the business rescue plan will be satisfied in whole or in part, whether in the first instance or in the event of a default of payment by Vision, from the proceeds of:

2.6.2.1 financing raised by selling THL assets or putting such assets up as collateral; or

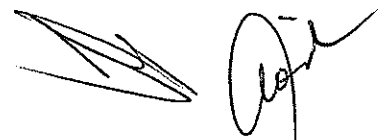
2.6.2.2 any facility granted in favour of THL by the Lender Group, the Industrial Development Corporation of South Africa, or any funder.

3. That the costs of this application be paid by the first to fifth respondents, together with any party opposing the relief sought herein, jointly and severally the one paying the other to be absolved on scale C."

[2] The first to fifth respondents ("the Vision Parties") oppose the application.

Parties

[3] The applicant, together with the second to fourth respondents, are companies duly registered and incorporated in terms of the company laws of the Republic of Mauritius. The first respondent is a private company with limited liability, incorporated in terms of the company laws of the Republic of South Africa. The fifth respondent is a company registered in terms of the company laws of the United Arab Emirates. The sixth respondent is a public company incorporated in terms of the company laws of the Republic of South Africa. It is in business rescue. The seventh to ninth respondents are adult male directors who are cited in their nominal capacities as the duly appointed business rescue practitioners ("BRPs") of the sixth respondent. The tenth respondent is a group that comprises 13 banks and financial institutions, who collectively hold the admitted secured claims worth approximately R8.5 billion in the sixth respondent. The eleventh respondent is a corporation, state owned national development finance



institution. The twelfth respondent are the affected persons in the sixth respondent's business rescue.

[4] For the purposes of this judgment the following acronyms will be used:

- (a) The applicant ("RGS");
- (b) The first to fifth respondents ("The Vision Parties");
- (c) The sixth respondent ("THL");
- (d) The seventh to ninth respondents ("The BRPs");
- (e) The tenth respondent ("The Lender Group"); and
- (f) The eleventh respondent ("The IDC").

Background

[5] On 27 October 2022, THL was placed under business rescue, and joint business rescue practitioners were duly appointed. RGS is one of the admitted creditors of THL. The Lender Group is by far the largest creditor, holding secured claims amounting to approximately R8.5 million. The BRPs convened and presided over a meeting of creditors held on 10 and 11 January 2024. At this meeting, a business rescue plan proposed by the Vision Parties ("the Vision plan") was approved and adopted. Notably, RGS withdrew its own proposed plan a day before the creditors' meeting.

[6] The Vision plan comprised of two key transactions. The first was the full acquisition by the Vision Parties of all the claims and security held by the Lender Group against THL ("the Acquisition"). The second transaction was the Conversion by the Vision Parties of approximately R4.9 billion of those acquired claims and security into a 97.3 per cent equity stake in THL ("the Conversion"). The remaining portion, valued at approximately R3.6 billion of Lender Group's claims and security, were to be retained by the Vision Parties on significantly more favorable terms to THL, including a three-year interest payment holiday. The Conversion would have resulted in all the existing shareholders collective interest in the THL being diluted to 2.7 per cent.

[7] At the request of the BRPs, Standard Bank of South Africa Ltd ("Standard Bank") had issued a letter on 21 December 2024 confirming that the first respondent's bank account had sufficient funds to execute the contemplated transaction for the Vision



plan and to meet the proposed payment to the secured creditors of R75 million. At the creditors meeting, prior to the adoption of the Vision plan, creditors were unequivocally assured that the Vision Parties had sufficient funds to implement the Vision plan.

[8] The Vision plan contained two alternative transactions which would be implemented if the shareholders' approval of the Conversion could not be obtained. These alternative transactions provide that in the failure of the Conversion, the Vision Parties will acquire THL's assets and business on the basis that the payment for such assets will be effected by way of a set-off against the Lender's Group's secured claims then held by the Vision Parties ("the asset transaction"). In terms of the asset transaction, THL will be delisted and liquidated following the transfer of all of its assets and business to the Vision Parties. Regardless of which transaction is eventually implemented, the Vision plan requires the Vision Parties to acquire 100 per cent of the Lender Group's claims and before they can proceed with either the Conversion or the Asset Transaction.

[9] On 8 August 2024, the shareholders met to approve the Conversion. However, the shareholders voted against the resolution and rejected the Conversion. Following the rejection, the BRPs issued a notice on 16 August 2024 to the effect that the implementation of the Vision plan would be switched from the Conversion to the asset transaction. The BRPs advised that they would proceed with the alternative transaction in terms of which they would sell all THL's assets to the Vision Parties and then delist THL from the Johannesburg Stock Exchange ("JSE") and liquidate its shell ("the vision asset transaction"). The purchase consideration due in terms of the Vision Asset Transaction will discharge by set-off against the value of the secured claims of the Lender Group claims.

Pending application

[10] Following the BRPs' announcement that they would proceed to implement the Asset Transaction, RGS launched on an urgent application, which was brought in two parts. The substantive relief sought under part A was, amongst others, the following:



"3. That pending the final determination of the relief sought under Part B, the first to ninth respondents (the THL, the BRPs and the Vision Parties) be interdicted from proceeding with or in any way progressing or implementing the so-called Vision Asset Transaction in terms of which all the first respondent's (THL) assets will be transferred to the fifth respondent (Vision Investments 155 Pty Ltd), or any other entity nominated by the Vision Parties, following which the first respondent (THL) will be delisted and liquidated.

4. That the second to fourth respondents ("the BRPs") be directed to publish the following information on the first respondent's (THL) business rescue website within 7 business days:

4.1 A statement providing all the information contemplated in sections 150(2)(c), 150 (3) and 150(4) of the Companies Act 71 of 2008 in relation to the Vision Asset Transaction.

4.2 A comprehensive description of all the agreements and transactions that have been concluded/are intended to be concluded in terms of the Vision Asset Transaction, including all the main steps in those transactions;

4.3 A statement confirming whether or not the Industrial Development Corporation of South Africa, in its capacity as a post commencement finance creditor of the first respondent (THL), has consented to the Vision Asset Transaction.

5. That the fifth to ninth respondents ("the Vision Parties") be directed to provide the following information to the BRPs for publication on the first respondent's (THL) business rescue website within 7 business days.

5.1 Copies of all the variations i.e. the current version as well as all past versions, of the acquisition agreement concluded between the Vision Parties and the Lender Group in terms of which the Vision Parties were/are to acquire the Lender Group's claims and security in the business rescue of the first respondent (THL) ("the Acquisition Agreement");

5.2 Proof of all payment(s) made by the Vision Parties to the Lender Group in terms of the Acquisition Agreement including the amount(s) of such payments;

5.3 Proof that the Lender Group has transferred all its claims and security in the THL business rescue to the Vision Parties, alternatively proof of the nature and extent of such claims and security as have been transferred;

5.4 Confirmation under oath that they have not concluded and will not in future conclude any agreement(s) with the Lender Group in terms of which, whether directly or indirectly, any of the first respondent's (THL) assets (including any such assets which are intended to be transferred under the Vision Asset Transaction) will be sold upon or after the conclusion of the



first respondent's business rescue in order to apply the proceeds of such sale(s) to settle an amount(s) due:

5.4.1 by the Vision Parties to the Lender Group, whether under the Acquisition Agreement or otherwise;

5.4.2 to any other creditor(s) of the first respondent."

The substantive relief sought in part B was that the Vision Plan adopted in relation to THL on 11 January 2024 be set aside.

[11] RGS seeks the setting aside of the Asset Transaction on various grounds, including, the allegations that the Asset Transaction is unlawful on the basis of non-compliance with the peremptory provisions of s 150 of the Companies Act 71 of 2008 ("the new Act") relating to the minimum information that must be contained in the business rescue plan. RGS further contends that the Asset Transaction is in breach of the representations made to the creditors at the creditors' meeting and the central provisions of the Vision plan which apply to both the Conversion and the Asset Transaction, and on the strength of which the creditors voted to adopt the Vision plan. RGS avers that the Vision plan has lapsed since the plan has proven incapable of implementation within a reasonable time, mainly due to the Vision Parties' failure to raise the funds necessary to complete the Acquisition, including its repeated failure to pay the Lender Group. The Vision Parties have stated that under oath that it was using THL assets in support of raising the necessary funding to complete the Acquisition.

[12] RGS had contended that the Vision plan had failed due to the Vision Parties' failure to raise the necessary funds to implement the transactions on which the plan is premised. The Vision Parties had failed to fully acquire the claims and security of the Lender Group. The BRPs had preferred the Vision plan on the basis that THL is not party to the acquisition agreement despite the acquisition forming part of the key feature of the Vision plan. The terms of the acquisition agreement are not part of the Vision plan.

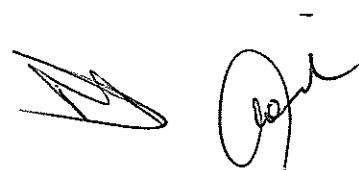


[13] The Conversion required the shareholders' approval since it would dilute the value of all the pre-existing shareholding in THL to 2.7 per cent while allocating a 97.3 per cent interest to the Vision Parties. The BRPs had issued a circular to the shareholders prior to the shareholders' meeting to consider the approval of the Conversion. It was evident from the circular that the Conversion had not been yet been implemented and that, even if approved, the Lender Group would retain a claim of R3.6 billion against THL. This was contrary to the express terms of the Vision plan. At the shareholders' meeting on 8 August 2024, the shareholders rejected the Conversion on the basis that, inter alia, the Acquisition had not been achieved.

[14] RGS had contended that the BRPs acted unlawfully in seeking the shareholders' approval on the basis that the Lender Group would retain a claim of R3.6 billion against THL. The Vision plan authorised by the creditors permitted the Conversion to proceed once the Vision Parties had fully acquired the Lender Group's claims. The shareholders were of the view that it was misplaced and grossly unreasonable to be asked to agree to the dilution of the shareholding under the circumstances where the Vision Parties had failed to raise the funds necessary to implement the Acquisition. RGS contended that the Vision Asset Transaction, like the Conversion, cannot lawfully proceed unless the Vision Parties have achieved the Acquisition.

[15] A further contention by RGS was that the Vision Asset Transaction is unlawful, inter alia, because:

- (a) The Vision Asset Transaction is only addressed in one page of the Vision plan, and is addressed in a manner that does not comply with the provisions of s 50 of the Act since it fails to provide mandatory information required by that section in relation to:
 - (i) The conditions that must be satisfied for the Vision Asset Transaction to be implemented;
 - (ii) The effect that the Vision Asset Transaction will have on the employees and on the terms and conditions of their employment;



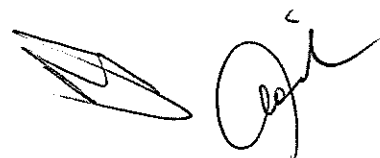
- (iii) The financial information that is required to be provided in relation to the implementation of the Vision Asset Transaction (eg: the taxes and transactional costs that it will attract).
- (b) The Vision Asset Transaction was not explained to the creditors during the creditors meeting. The creditors were assured that the Vision Parties had sufficient funds to implement the Vision plan that would save THL from liquidation. The Vision Asset Transaction is intended to result in the liquidation of THL and it has been resorted to because the Vision Parties did not have the necessary funds to achieve the acquisition.
- (c) The Vision Asset Transaction is disguised to achieve precisely the result that the creditors were assured that the Vision plan would avoid, namely the delisting and liquidation of THL.
- (d) The Vision Asset Transaction amounts to a private or controlled liquidation conducted under the disguise of business rescue for the benefit of the Vision Parties and is therefore unlawful.

RGS contends that the Vision plan has lapsed given that has proven incapable of implementation within a reasonable time.

[16] After it became evident that the Vision Parties did not have the funds required to achieve the Acquisition, RGS submitted two formal offers to the BRPs to acquire THL out of the business rescue. RGS's offer would be incorporated into a new business rescue plan in terms of which R 4.4 billion would be injected directly into THL. This would enable THL to remain listed on the JSE and that THL's employees can retain their employment. However, the BRPs rejected RGS's offer on the basis that the Vision plan remains valid.

[17] RGS then demanded that the BRPs and the Vision Parties should publish the following information on THL's business rescue website for the benefit of the affected persons:

- (a) A copy of the Acquisition agreement;



- (b) Confirmation of the amounts paid by Vision Parties to the Lender Group in respect of the Acquisition; and
- (c) Confirmation as to whether the Lender Group had transferred its claims to the Vision Parties despite the fact that Vision Parties had not paid the purchase price due.

In order to comply with RGS's demand, the BRPs sought the information from the Vision Parties and the Vision Parties refused to disclose the requested information. The BRPs are proceeding to implement the Vision Asset Transaction despite not being in possession of a copy of the Acquisition agreement.

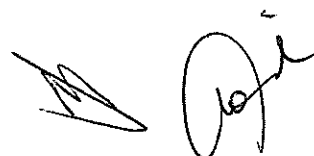
[18] On 18 February 2025, ME Nkosi J dismissed part A of the pending application¹ for lack of urgency and for the failure of RGS to satisfy the requirements of an interim interdict. Part B of the application was adjourned *sine die*. The issue of the disclosure relief which was sought in part A was not addressed by ME Nkosi J.

The current application

[19] I now turn to consider the developments subsequent to ME Nkosi J's dismissal of part A of the pending application.

[20] On 11 January 2011, the Vision Parties paid to the Lender Group a non-refundable first instalment of R1.51 billion. In terms of their agreement, the balance of the purchase price was due to be paid by 31 December 2024. They failed to comply with their obligations and thereafter informed RGS that they intended to make payment to the Lender Group to conclude the Acquisition by 30 April 2025. However, Vision Parties failed to make payment on 30 April 2025. The BRPs and the Vision Parties subsequently alleged that the Vision Parties had discharged their payment obligations to the Lender Group by making payment on 9 May 2025. No proof of payment has been produced by the BRPs and the Vision Parties.

¹ Annexure "MAR 11" at Page 002-264 to 002 -285 of the bundle.



[21] On 13 May 2025, the BRPs enquired whether RGS intended to persist with the pending application. In response, on 14 May 2025, RGS addressed a letter of demand to the Vision Parties, the BRPs, the Lender Group, and the Industrial Development Corporation ("IDC") in terms of which it demanded proof of payments by the Vision Parties to the Lender Group and proof of transfer to the Lender Group's claims to the Vision Parties. The proof had to be provided by close of business on 21 May 2025, failing which RGS would launch this application.

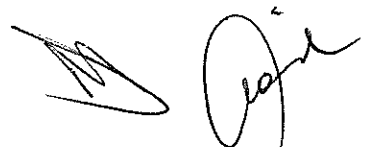
[22] On 21 May 2025, the BRPs responded to the RGS' demand and indicated that the confirmation of the discharge of payment obligations came in the form of an email from the Vision Parties attorneys stating that: "Vision have made payment of the purchase consideration due to the Lender Group. In the circumstances, the transaction between Vision and the Lender Group had been finalised." The BRPs had requested the Lender Group's attorneys to confirm the correctness of the advice received from the Vision Parties Attorneys.

[23] The Lender Group's attorneys responded to the BRPs and stated that the Vision Parties had fully discharged all their payment obligations via-a-vis the purchase consideration due to the Lender Group in respect of THL. They further confirmed that the THL group claims and security were unconditionally and irrevocably transferred to the Vision Parties on 9 May 2025.

[24] Since the Vision Parties did not respond to the first demand, RGS sent a second demand on 23 May 2025. RGS indicated that the BRPs response to the first demand did not amount to compliance with the demands made to other addressees. It reiterated the first demand and required responses by 26 May 2025. No response was received to the second demand, and this current application was launched on 29 May 2025.

The Vision Parties answers

[25] I now turn to the answer and the defences raised by the Vision Parties. These can be summarised as follows.



[26] In their supplementary affidavit to the pending application, the Vision Parties stated that they had paid the Lender Group the entire purchase price and acquired the Lender Group's claim. With the payment of the second and final portion, the Vision Parties became the indisputable sole lender to THL. The payment and Acquisition claims are once more confirmed in the answering affidavit to this application. On 28 May 2025, Standard Bank confirmed in writing that the THL group claims and security were unconditionally and irrevocably transferred to the first respondent on 9 May 2025. The BRPs confirmed under oath in correspondence from their attorney's dated 21 May 2025 and in the notice to all affected persons, that the Acquisition has taken place.

[27] The Vision Parties aver RGS has no cognisable legal right to the relief as it has no greater rights to access information and disclosure of documents that existed before the commencement of the business rescue proceedings. RGS has no right to the information and documents to determine whether it should proceed with part B of the pending application.

[28] The Vision Parties further confirm that none of THL's assets or rights to such assets were utilised by them as security to raise the funds used to acquire the Lender Group's claims and security. There is no agreement before the Vision Parties and the Lender Group which contemplates a future sale of assets transferred to the Vision Parties to settle any payment obligations to the Lender Group, as no such future obligation exists. The Vision Parties have not used proceeds of any facility granted in favor of THL by the Lender Group, IDC or any funder to settle its obligations to the Lender Group. They have not discharged, nor will they discharge, any of their financial obligations relating to the implementation of the Vision plan from the proceeds of financing raised by selling THL assets or putting such assets up as collateral, or proceeds of any facility granted in favor of THL by the Lender Group, the IDC, or any other funder.

[29] The Vision Parties state that the relief sought mirrors the relief sought in part A of the pending application. It is submitted that such relief sought in this application is



either precluded as having already been decided upon (res judicata), or must be pursued in what remains of part A after the judgment² of ME Nkosi J. The dismissal of part A of the pending application is a final and definitive judgment on the issue. If the issue is not res judicata, it follows that the Court did not finally and definitively determine the documents and information relief. Therefore, the matter is *lis pendens*.

Urgency

[30] I now turn to consider whether or not this matter is of urgency. RGS contends that the Asset Transaction implementation was at an advanced stage prior to the Vision Parties' alleged discharge of their payment obligations on 9 May 2025. All the sale agreements relating to THL's assets have been concluded. The competition authority approvals have been obtained. The JSE has been engaged to ensure compliance with its regulations. The Vision Parties have engaged the Reserve Bank for purposes of ensuring compliance with all exchange control regulations. Irreversible steps relating to the transfer of THL's assets to the Vision Parties' nominees, the delisting and liquidating of THL can occur at any time. Therefore, RGS has no prospects of securing substantial redress at a hearing in due course since part B of the pending application has not been allocated for hearing. The only prospects that RGS has of protecting its interests in part B of the pending application is for it to have access to the information it seeks in this application before any irreversible implementation steps are taken in relation to the Asset Transaction.

[31] Since the steps taken by the Vision Parties to discharge its payment obligations to the Lender Group are destructive of part B of the pending application, RGS has a right to consider these steps and determine for itself how best to protect its interests (i.e. whether or not to withdraw part B of the pending application). This would prevent RGS, the Vision Parties and the BRPs from expending unnecessary time and expenses in relation to part B of the pending application. RGS is entitled to the relief it seeks, which warrants this Court's urgent attention.

² Annexure "MAR 11" at Page 002-264 to 002 -285 of the bundle.



[32] The Vision Parties contended that RGS will suffer no legitimate harm in having to make its determination of how best to protect its interests without the documents and information sought. They assert that no litigant has a general right to require their opponents to provide additional documents and particulars regarding their case to decide whether or not to persist with litigation. The harm that RGS seeks to avoid is speculative and illusory.

[33] The Vision Parties further contended that the documents and information sought relate to the events subsequent to the adoption of the Vision plan and have no bearing on the content of the Vision plan or its lawfulness under s 150 of the Act. The documents and information are irrelevant to whether or not there was a misrepresentation that the Vision plan was fully funded. The Vision Parties have now acquired the totality of the Lender Group's claims and security. RGS is not entitled to further particulars and evidence of the Acquisition. The documents and information have no bearing on whether or not the Vision plan has already lapsed.

[34] RGS has approached the Court on an urgent basis. It must comply with the provisions of rule 6(12)(b) of the Uniform Rules of Court. The rule provides that: "In every affidavit filed in support of any application under paragraph (a) of this subrule, the applicant shall set forth explicitly the circumstances which it is averred render the matter urgent and the reasons why the applicant claims that applicant could not be afforded substantial redress at a hearing in due course."

[35] In dealing with the issue of urgency, I have a wide discretion. I must bear in mind that the procedure set out in rule 6(12) is not there for a taking "An applicant has to set forth explicitly the circumstances which he avers render the matter urgent. More importantly, the applicant must state the reasons why he claims that he cannot be afforded substantial redress at a hearing in due course. The question of whether a matter is sufficiently urgent to be enrolled and heard as an urgent application is underpinned by the issue of absence of substantial redress in an application in due course."³

³ *Cornerstone Logistics (Pty) Ltd and Another v Zacpak Cape Town Depot (Pty) Ltd* [2022] ZASCA 12; [2022] 2 All SA 13 (SCA) para 30.



[36] The rules allow the Court to come to the assistance of a litigant because if the latter were to wait for the normal course laid down by the rules it will not obtain substantial redress. This is affirmed in *East Rock Trading 7 (Pty) Ltd and Another v Eagle Valley Granite (Pty) Ltd and Others*⁴ as follows:

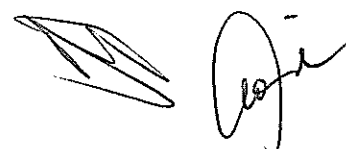
"It is important to note that the rules require absence of substantial redress. This is not equivalent to the irreparable harm that is required before the granting of an interim relief. It is something less. He may still obtain redress in an application in due course but it may not be substantial. Whether an applicant will not be able obtain substantial redress in an application in due course will be determined by the facts of each case. An applicant must make out his cases in that regard."

[37] The central issue to the pending application is that the Vision Parties have failed to raise the funds necessary for the implementation of the Vision plan. The relief sought is that the Vision plan adopted on 11 January 2024 be set aside. The Vision Parties allege and contend that it was only on 9 May 2025 that they fully paid the Lender Group and secured the Acquisition of the Lender Group's claims and security in THL. In the interim, irreversible steps relating to the delisting and liquidation of THL can occur at any time. The conclusion is inescapable that RGS will not obtain substantial redress at the hearing of Part B of the pending application. The refusal to come to the assistance of RGS now will render the hearing of the pending application academic. I am therefore satisfied that the matter is sufficiently urgent to be enrolled and heard on an urgent basis.

Res judicata

[38] The Vision Parties maintain that RGS seeks the urgent disclosure relief for materially the same reason as was the disclosure sought in the pending application. It was argued that ME Nkosi J finally disposed of RGS's disclosure relief and therefore RGS is precluded from again seeking this relief under the defence of *exceptio res judicata*. The argument on behalf of RGS is that despite the similarity in the relief sought, the disclosure relief in this application is grounded on the facts and

⁴ *East Rock Trading 7 (Pty) Ltd and Another v Eagle Valley Granite (Pty) Ltd and Others* [2011] ZAGPJHC 196 para 7.



circumstances which did not exist when part A of the pending application was heard. ME Nkosi J dismissed the part A disclosure relief on the basis that it was not urgent. That judgment does not constitute judgment on the merits of the disclosures sought.

[39] *Res judicata* "...is the legal doctrine that bars continued litigation for the same cause, between the same parties and where the same thing is demanded. The underlying rationale of the doctrine of *res judicata* is to give effect to the finality of judgments and an 'avoidance of a multiplicity of litigation or conflicting judicial decisions on the same issue or issues.'"⁵

[40] For the *exceptio res judicata* to succeed, the judgment must be final and definitive on the merits of the matter. "Thus, a judgment or order which does not have the effect of settling or disposing of the dispute between parties with finality cannot found the *exceptio rei judicatae*."⁶

[41] Part A of the pending application can be divided into three categories. The first category is interdictory. An interdict was sought against the Vision Parties, the BRPs and THL in terms of which they were to be prohibited from proceeding with or in any way progressing or implementing the Vision Asset Transaction. The second category was a mandamus directing the BRPs to publish certain information on the THLs business rescue website. The third category was a disclosure relief on more or less similar terms to the relief sought in this application.

[42] The issues that ME Nkosi J dealt with for purposes of part A of the pending application were:

- (a) " Whether the matter is urgent;

⁵ *Mashamaite and Others v Mogalakwena Local Municipality and Others, Member of the executive Council for Coghsta, Limpopo and Another v Kekana and Others* [2017] ZASCA 43; [2017] 2 All SA 740 (SCA) para 15.

⁶ *Rail Commuters' Action Group and Others v Transnet Ltd and Others* 2006 (6) SA 68 (C) at 74.



- (b) Whether RGS was required to obtain leave of this court to commence legal proceedings in relation to property belonging to THL in terms of s133(1)(b) of the Companies Act;
- (c) Whether RGS has satisfied the requirements of an interim interdict; and
- (d) Whether RGS has made out a case to warrant this court ordering the BRPs not to proceed with implementation of the Vision Plan pending the final determination of the relief sought under Part B."

[43] After dealing with the issues for determination, ME Nkosi J found that RGS had failed, firstly, to make out a case for urgency and, secondly to satisfy the requirements for an interdict. Notably, that Court did not deal with the *mandamus* and the disclosure relief. In my view, ME Nkosi J's judgement is not final and definitive of the disclosure relief. The *res judicata* defense must, accordingly, fail.

Lis alibi pendens

[44] Counsel for the Vision Parties submitted that if the disclosure relief under part A is not *res judicata*, RGS could and should have re-enrolled this aspect of part A for hearing, and the disclosure relief would then be the subject of pending proceedings between the same parties. Counsel for RGS argued that since part A disclosure relief was dismissed, there is no relief of the nature presently sought pending in any court.

[45] In dealing with the doctrine of *lis alibi pendens*, Wallis JA stated as follows: "...a plea of *lis alibi pendens* is based on the proposition that the dispute (*lis*) between the parties is being litigated elsewhere and therefore it is inappropriate for it to be litigated in the court in which the plea is raised. The policy underpinning it is that there should be a limit to the extent to which the same issue is litigated between the same parties and that it is desirable that there be finality in litigation. The courts are also concerned to avoid a situation where different courts pronounce on the same issue with the risk that they may reach different conclusions."⁷

⁷ *Caesarstone Sdot-Yam Ltd v The World of Marble and Granite 2000 CC and Others* [2013] ZASCA 129; 2013 (6) SA 499 (SCA); [2013] 4 All SA 509 (SCA) para 2.



[46] In *Hassan and Another v Berrange NO*,⁸ it is stated that:

"Fundamental to the plea of *lis alibi pendens* is the requirement that the same plaintiff has instituted action against the same defendant for the same thing arising out of the same cause ..."

[47] In this application, RGS seeks the disclosure of specific documents and information. In part B, it seeks an order for the dismissal of the Vision plan. The litigation is between the same parties. It arises out of the adoption and implementation of the Vision plan. However, the nature of the relief sought in each application is distinct. The Vision Parties have not, in my view, met all the requirements for a successful reliance on the defense of *lis alibi pendens*.

Cognisable legal right to disclosure

[48] Counsel for the Vision Parties submitted that RGS's case on its right to the disclosure relief is that RGS is an admitted creditor in THL's business rescue, the disclosure relief aligns with the spirit and objects of Chapter 6 of the Act, and RGS has a right to consider the alleged Acquisition to determine whether to withdraw part B. In response, and in support of the contention that RGS has no cognisable legal right to the disclosure relief, counsel referred the Court to *Reiscor Two (Pty) Ltd t/a Bootleggers v Anheuser-Busch Inbev Africa (Pty) Ltd and Others*,⁹ where the court mentioned that:

"Business rescue proceedings do not afford creditors of a company rights to information which they did not have prior to the company being placed in business rescue. If they have reason to suspect that the business rescue practitioners are not to be trusted their remedy is to remove them not to call for an opportunity to investigate the conduct of the business rescue process by the business rescue practitioners."

Counsel further argued that litigants do not have a general right to disclosure from their opponents to determine how to proceed with litigation.

⁸ *Hassan and Another v Berrange NO* 2012 (6) SA 329 (SCA) para 19.

⁹ *Reiscor Two (Pty) Ltd t/a Bootleggers v Anheuser-Busch Inbev Africa (Pty) Ltd and Others* [2024] ZAGPJHC 363; [2024] 2 All SA 902 (GJ); 2025 (1) SA 315 (GJ) para 68.



[49] It is contended on behalf of RGS that the Act's two core purposes are to "promote the development of the South African economy by encouraging transparency and high standards of corporate governance as appropriate, given the significant role of enterprises within the social and economic life of the nation¹⁰ and 'provide for the efficient rescue and recovery of financially distressed companies in a manner that balances the rights and interests of all relevant shareholders."¹¹

[50] It was argued that the Vision plan should not bring about the financial irregularities which are characterised by lack of transparency and proper corporate governance which led to THL being placed under business rescue. RGS and all affected persons have a right to transparent information relating to THL's business rescue and the manner in and the circumstances under which the Vision plan is being implemented.

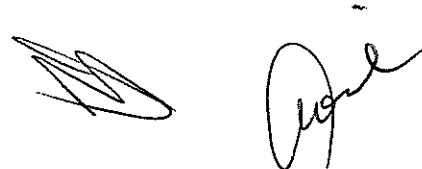
[51] It was further contended that the Vision Plan is regulated and subject to Chapter 6 of the Act, and that Vision Parties cannot treat its acquisition of THL as a normal commercial transaction where it is free to contract as it wishes. A business rescue entails the balancing of the rights and interests of all shareholders. Granting the disclosure relief would be in keeping with both the spirit and the rights of Chapter 6 of the new Act and the interests of justice.

[52] In *Reiscor Two*,¹² case the major creditors had requested the permission and co-operation of the business rescue practitioners to consent to a due diligence by a management accountant for a period of five to seven days and full access to all documents and records of the company in business rescue. In the present case RGS seeks disclosure and information relating to the implementation of the Vision plan. The

¹⁰ Section 7(b)(iii) of the Companies Act 71 of 2008.

¹¹ Section 7(k) of the Companies Act 71 of 2008.

¹² *Reiscor Two* above fn 10.



disclosure and the information sought do not relate to the affairs of THL. In my view the present matter is distinguishable from the *Reiscor Two*¹³ case.

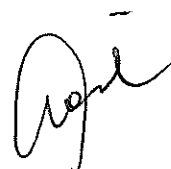
[53] The Asset Transactions is premised on the prior Acquisition by the Vision Parties of all the Lender Group's claims and security. Paragraph 2.3 of the Vision plan provides that: "The key feature of the business rescue plan, pursuant to its adoption and implementation, is the acquisition by the Vision Parties of the substantial Lender Group claims and the subsequent Conversion by the Vision Parties of a material portion of such claims into new equity in THL."

[54] In terms of s 150(2)(c)(i) of the Act, the business rescue plan must contain the assumptions and conditions which must include, at least, a statement of all the conditions that must be satisfied for the business rescue to come into operation and be fully implemented. In terms of s 152(4) of the Act a business rescue plan that has been adopted is binding on the company, and on each of the creditors of the company, and every holder of the company's securities.

[55] The BRPs did not object to RGS's request for the information. The Lender Group was willing to disclose the information provided the Vision Parties consented. The Vision Parties accept that the key feature of the Vision Plan is the Acquisition by them of the substantial claims held by Lender Groups. They have confirmed in correspondence and under oath their payment to the Lender Group and the acquisition. It seems to me that the Vision Parties tacitly acknowledge that RGS is entitled to be informed of the steps taken in the implementation of the Vision Plan. Their refusal to back up their claims of payment and acquisition by documentary proof is baffling. They do not hide behind any claim of confidentiality, but rather raise the lack of a cognisable legal right to the confirmation and documents sought.

[56] The Vision Plan is binding not only to the Vision Parties but also to RGS. RGS does not have the only right to vote at the creditors' meeting. It also has a right to be

¹³ Ibid.



informed on the progress on the implementation of the Vision Plan. Therefore, it must have a corollary right to the documents and information that support the assertion that the Vision Plan is being implemented correctly and properly. RGS, as an admitted creditor, has a right to ensure that the uncontentious purpose of business rescue, namely, to save flailing business entities and to avoid liquidation is achieved in relation to THL.

[57] I can find no reason why the payments to the Lender Group, the acquisition of the Lender Group's claim, and the transfer of the Lender Group's claims should be shrouded in secrecy. RGS is entitled to know that the assets of THL are not encumbered as security for the payment by the Vision Parties to the Lender Group.

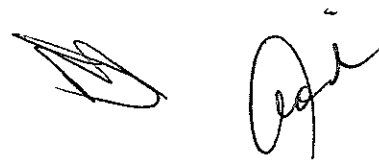
Costs

[58] The costs must follow the outcome. The Vision Parties' allegations of payment to the Lender Group remain unsubstantiated. The request for the information and documents was flatly refused. The refusal was unjustified and unclear. The Vision Parties must pay the costs, jointly and severally, the one paying and the other to be absolved on scale C.

Order

[59] In the circumstances, I make the following order:

1. The applicant's non-compliance with the Uniform Rules of Court relating to service, time periods, be and is condoned; and the applicant be and is permitted to bring this application as a matter of urgency in terms of Rule 6(12).
2. The first to fifth respondents ("the Vision Parties") be and are directed to provide the applicant with the following within 5 days of the granting of this order:
 - 2.1 Proof of the payment of R1.51 billion made by the Vision Parties to the Lender Group on 11 January 2024;
 - 2.2 Proof of the payment of approximately R2 billion made by the Vision Parties to the Lender Group on 9 May 2025;



- 2.3 A copy of the agreement concluded between the Vision Parties and the Lender Group in terms of which the Vision Parties have acquired all of the Lender Group's claims and security against Tongaat Hulett Limited ("THL");
- 2.4 Proof that all of the Lender Group's claims and security against THL have been transferred to the Vision Parties;
- 2.5 A written statement confirming whether or not:
- 2.5.3. Any of THL's assets, or any rights in relation thereto, were proffered by the Vision Parties to its funders, whether as security, collateral, pledge, guarantee or any similar mechanism, in order to raise the funds necessary to acquire the Lender Group's claims and security;
- 2.5.4. Any of the Vision Parties' financial obligations owed to the Lender Group or any of the Vision Parties' financial obligations relating to the implementation of the Vision plan will be satisfied in whole or in part, whether in the first instance or in the event of a default of payment by the Vision Parties, from the proceeds of:
- 2.5.2.1 financing raised by selling THL assets or putting such assets up as collateral; or
- 2.5.2.2 any facility granted in favour of THL by the Lender Group, the Industrial Development Corporation of South Africa, or any funder.
3. The costs of this application shall be paid by the first to fifth respondents (the Vision Parties), jointly and severally, the one paying the other to be absolved on scale C.



ZWANE AJ

Date of hearing : 11 June 2025

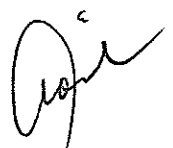
Date of judgment : 04 July 2025 electronically

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No Interruption to THL Business Rescue Plan as Vision Prepares to Appeal Ruling

7 July 2025

The Vision Group remains fully focused on the successful implementation of the Tongaat Hulett Business Rescue Plan, a recovery process restoring operations, protecting livelihoods, and rebuilding a business for long-term value and sustainability.

The Vision Group's acquisition of Tongaat Hulett Limited (THL) is well underway, supported by new leadership, fresh capital, and operational discipline. Across THL sites, performance continues to improve. Jobs are being safeguarded, supplier relationships are being stabilised, and regional value chains are regaining strength. This is not just a commercial recovery, it is a vital economic and social one too.

The Durban High Court issued a ruling on 4 July 2025 in an urgent application brought by RGS Group Holdings Limited (RGS). The judgment handed down by acting Judge Zwane, directs the Vision Group to provide certain documents and disclosure relating to the Vision Group's acquisition of the former Lender Group's claims and security. The ruling is limited to disclosure and does not affect the implementation of the Business Rescue Plan or the integrity of the acquisition itself. Notwithstanding the limited nature of the relief, the Vision Group respectfully believes that the ruling is wrong and intends to appeal it.

The Vision Group confirmed, under oath, that THL's assets were not used to fund or secure the acquisition. This has been independently verified by the former Lender Group and accepted by the Business Rescue Practitioners.

This is the fourth application instituted or driven by RGS regarding the business rescue process, and the implementation of the Business Rescue Plan. An earlier urgent application in which RGS sought to interdict the Business Rescue Plan and sought the same disclosure from the Vision Group was dismissed in February 2025 by Judge Nkosi. RGS had also submitted its own business rescue plan, however, withdrew its plan shortly before the creditor vote, following media reports that RGS had submitted fraudulent proof of funding. The existence of the fraudulent proof of funding has since been admitted by RGS in an affidavit filed by it in February 2024.

Throughout, the Vision Group has remained focused on delivery, not distraction. The acquisition is progressing, implementation is taking hold, and early results are evident. Our commitment is to see this recovery through – for employees, creditors, farming communities, and all those whose livelihoods are dependent on a stable, growing THL. For us, this is what matters.





"MAR38"

The Business Rescue Practitioners of Tongaat Hulett Ltd

Werksmans Attorneys

Email: tboswell@werksmans.com; sgast@werksmans.com; dhertz@werksmans.com; dandropoulos@werksmans.com

11 July 2025

URGENT

Dear Sirs

TONGAAT HULETT LIMITED (IN BUSINESS RESCUE)

1. We refer to the above matter and confirm that we act on behalf of RGS Group Holdings ("**RGS**").
2. As you are aware, RGS filed an application in the Durban Division of the High Court on 29 May 2025 under case number 2025/079452 ("**the Application**").
3. In terms of the Application, RGS sought an order compelling Vision to produce *inter alia* (i) proof of all the payments it has made to the Lender Group in terms of the Acquisition Agreement, (ii) proof that the Lender Group's claims have been transferred to Vision, (iii) a copy of the Acquisition Agreement, and (iv) confirmations under oath that Vision has not leveraged or in any way encumbered THL's assets in order to raise the funds necessary to discharge its payment obligations to the Lender Group.
4. The Application was heard by Mr Justice Zwane on 11 June 2025 and judgment was handed down on 4 July 2025 ("**the Zwane Judgment**"). For ease of reference a copy of the Zwane Judgment is annexed, marked "**A**".
5. Predictably, and in keeping with their consistent refusal to act transparently in compliance with the provisions of the Companies Act 71 of 2008, Vision filed an

Imran Bobat
BA (UND) LLB (UND) LLM(UCLA)

application for leave to appeal the Zwane Judgment on 10 July 2025 (**“the Application for Leave to Appeal”**).

6. Vision’s objective in filing the Application for Leave to Appeal is clearly to avoid having to make the disclosures contemplated in the order contained in the Zwane Judgment in terms of which substantively all of the prayers contained in the notice of motion to the Application were granted (**“the Zwane Order”**).
7. For the reasons set out in the affidavits filed by RGS in the Application, RGS is of the view that Vision’s refusal to comply with the order contained in the Zwane Judgment is due to the fact that Vision cannot do so without:
 - 7.1. perjuring itself; and/or
 - 7.2. demonstrating that it has failed to comply with its obligations under the Acquisition Agreement; and/or
 - 7.3. demonstrating that the Acquisition Agreement was concluded in manner that its inconsistent with the express provisions of the Vision Plan; and/or
 - 7.4. demonstrating that the Acquisition Agreement was concluded in manner that its inconsistent with the express provisions of the Companies Act.
8. Vision’s strategy in filing the Application for Leave to Appeal is clearly intended to facilitate the closure of THL’s business rescue process, the transfer of all THL’s assets to Vision, and the delisting and liquidation of THL in circumstances where the Zwane Judgment would be rendered unenforceable due to pending appeal procedures.
9. This demonstrates the lengths to which Vision is willing to go to avoid transparency and accountability vis-à-vis not only THL’s creditors and shareholders but also THL itself.
10. RGS has taken legal advice and is of the view that the implementation of the Vision Plan cannot reasonably or lawfully proceed before Vision has produced the information contemplated in the Zwane Order, regardless of whether or not Vision is granted leave to appeal the Zwane Judgment.
11. This is *inter alia* because Vision has no right or entitlement to take transfer of THL’s assets if it has not fully and lawfully (i) discharged its payment obligations to the Lender Group, (ii) taken unconditional transfer of the Lender Group’s claims, and

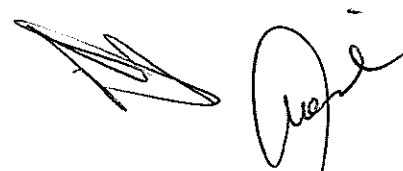


- (iii) done so in a manner that is consistent both with the Vision Plan and the Companies Act (i.e. without having leveraged THL's assets).
12. The findings contained in the Zwane Judgment, at bare minimum, cast serious doubt over Vision's right and entitlement to take transfer of THL's assets.
13. The BRPs are solely responsible for overseeing the implementation of the Vision Plan and moreover have fiduciary duties vis-à-vis THL. As such, the BRPs cannot permit THL's assets to be transferred to Vision and for THL to be delisted and liquidated before Vision has demonstrated unequivocally – by way of verifiable evidence rather than mere say so – that it has (i) discharged its payment obligations to the Lender Group, (ii) taken unconditional transfer of the Lender Group's claims, and (iii) done so in a manner that is consistent both with the Vision Plan and the Companies Act (i.e. without having leveraged THL's assets).
14. We are therefore instructed to demand, as we hereby do, that the BRPs confirm how they intend to proceed in light of both the Zwane Judgment and the Application for Leave to Appeal **by no later than close of business on Wednesday, 16 July 2025.**
15. In particular, the BRPs are requested to confirm whether the implementation of the Vision Plan:
- 15.1. has been suspended since the Zwane Judgment was handed down to date;
- 15.2. will be suspended pending the outcome of the Application for Leave to Appeal.

Yours faithfully



Digitally signed by
Imran Bobat
Attorney
Bobat & Associates



DELIVERED BY EMAIL

Bobat & Associates
E-mail: admin@boblaw.co.za
Durban

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16 July 2025

Dear Sirs

TONGAAT HULETT LIMITED (IN BUSINESS RESCUE), MR T MURGATROYD N.O., MR P VAN DEN STEEN N.O. AND MR G ALBERTYN N.O. (collectively "our clients") | RGS GROUP HOLDINGS (PROPRIETARY) LIMITED ("your client")

1 We refer to -

- 1.1 your letters dated 11 and 14 July 2025 (**"your letters"**);
- 1.2 our letter (**"our 21 May letter"**) that was addressed to your predecessor dated 21 May 2025, a copy of which is attached for ease of reference;
- 1.3 your client's application (**"the first application"**) instituted in the Durban Division of the KwaZulu-Natal High Court under case number D13702/24, and in particular to the relief sought by your client in paragraphs 3 and 5 of the Notice of Motion *vis-à-vis* Part A of that application;
- 1.4 the Order (**"the first Order"**) granted by Justice ME Nkosi in the first application;
- 1.5 your client's application (**"the second application"**) instituted in the Durban Division of the KwaZulu-Natal High Court under case number D079452/24, and in particular to the relief sought by your client in paragraph 2 of the Notice of Motion to that application; and
- 1.6 the Order (**"the second Order"**) granted by Justice Zwane on 4 July 2025 *vis-à-vis* the second application (which has been suspended pending determination of an application for leave to appeal).





- 2 We do not intend to deal with each of the assertions contained in your letters. Our failure to do so should not be construed as an admission as to the correctness of the content of any unanswered assertion, nor as a waiver of our clients' right to deal more fully with the content of your letters in due course (should it become necessary to do so), which right is hereby reserved.
- 3 Your client has no legally cognisable right to the undertakings ("**the undertakings**") sought in paragraph 14 of your letter dated 11 July 2025 nor does it have any legally cognisable right to the confirmation requested in paragraph 15 of the same letter. Our clients' have instructed us -
 - 3.1 that the matters in issue in the second application to which the second Order and your letters relate have no impact on the facts set out in paragraph 8 of our 21 May letter;
 - 3.2 to repeat what is stated in paragraph 9 of our 21 May letter (which we hereby do);
 - 3.3 that they continue to hold the belief that the Plan is capable of lawful implementation;
 - 3.4 that in the light of paragraphs 3.1 to 3.3 they remain statutorily obligated to continue to progress the implementation of the Plan, and to **confirm** that they intend to continue to comply with their statutory obligations.
- 4 Our clients have accordingly instructed us to advise you, as we hereby do, that they will not (and do not) provide the undertakings sought in your letter.
- 5 Without detracting from what is set out above, we have been instructed to remind your client that -
 - 5.1 the relief sought by your client in paragraph 5 of the Notice of Motion in the first application is identical to the relief that was sought by your client in paragraph 2 of the second application; and
 - 5.2 whilst Justice Nkosi did not make a ruling *vis-a-vis* the relief sought by your client in paragraph 5 of the Notice of Motion in the first application (which is now the subject matter of the second Order and the Vision Parties' application for leave to appeal in the second application), he determined that your client was not entitled to the interdictory relief sought by your client in paragraph 3 of the Notice of Motion in the first application.

Yours faithfully

Werksmans

DELIVERED BY EMAIL

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21 May 2025

URGENT

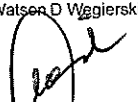
Dear Sirs

RGS GROUP HOLDINGS LIMITED ("your client") // TONGAAT HULETT LIMITED (IN BUSINESS RESCUE) ("THL") AND ITS BUSINESS RESCUE PRACTITIONERS ("the BRPs") (collectively, "our clients") AND ELEVEN OTHERS, CASE NO. D13702/2024 ("your client's application")

- 1 We refer to your letter ("**your letter**") dated 14 May 2025.
- 2 A number of the assertions in your letter have been raised repeatedly by your client, whether in affidavits or in correspondence. Our clients' responses to your client's repeated, unfounded, ill-conceived (and now defamatory and unlawful) assertions are already well-documented, and no useful purpose will be served in repeating our clients' responses thereto.
- 3 Our clients' failure to (again) address the assertions which litter your letter should, in the circumstances, not be construed as an admission thereof, or as a waiver of our clients' rights in this regard, which rights are again reserved.
- 4 Our clients take umbrage to the accusation that our clients "*characteristically failed to disclose what confirmation they received*". The reference to the confirmation in our clients' answering affidavit is a reference to the following confirmation that was received from Messrs Stein Scop on 9 May 2025 (prior to our clients' answering affidavit having been delivered) -

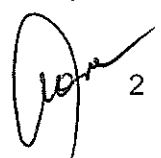
"Vision have made payment of the purchase consideration due to the Lender Group. In the circumstances, the transaction between Vision and the Lender Group has been finalised."

- 5 A copy of the email received from Stein Scop dated 9 May 2025 is attached marked "A".





- 6 In amplification of paragraph 4 above, it is risible for your client to accuse our clients of having conducted THL's business rescue in secret and of withholding relevant information, and Mr Albertyn of having deposed to an affidavit containing assertions which are untrue. As is demonstrated below such allegations are recklessly made and defamatory-
- 6.1 once again, your client self-servingly disregards the fact that the acquisition by the Vision parties of the Lender Group's security and claims *vis-à-vis* THL is not a transaction to which our clients are a party, and that our clients are not in possession of all documents relating thereto. They cannot disclose information and records that they do not have. They have, however, met their disclosure obligations to the affected persons in THL's business rescue;
- 6.2 your client unsurprisingly has produced no evidence (whether in relation to what is stated in our clients' answering affidavit, or any other affidavit deposed to by Mr Albertyn) of Mr Albertyn having advanced assertions which are false; and
- 6.3 Mr Albertyn's assertions in his recently delivered affidavit not been contradicted by the Lender Group and/or their attorneys both of whom have had sight thereof.
- 7 Your client's attempt to suggest an inconsistency between what is stated in Vision's answering affidavit and our clients' answering affidavit is contrived and constitutes a transparent attempt on the part of your client to resuscitate its doomed application. Should your client persist with its application, we are instructed to seek a punitive costs award on the highest scale.
- 8 Without conceding that our clients had any obligation to do so, we requested the Lender Group's attorney of record to confirm the correctness of the advice received from Messrs Stein Scop. We attach marked "B" a letter received from Messrs ENSAfrica, in which it is confirmed that -
- 8.1 full payment of the amount due by Vision to the Lender Group has been made in relation to transfer of the claims and the security of the Lender Group in respect of THL (and its subsidiaries); and
- 8.2 the THL Group Claims and Security were unconditionally and irrevocably transferred to Vision on 9 May 2025.
- 9 Our clients have no reason to disbelieve Vision and the Lender Group's confirmations in this regard.
- 10 Insofar as paragraph 7 of your letter is concerned, that is a matter to be dealt with by the Vision parties, should they deem it necessary to do so. Your client's repeated complaints *vis-à-vis* timing have been dealt with previously, and to that extent, we repeat what is set out in paragraph 2 above.
- 11 The content of paragraph 13 of your letter is meretricious. The Plan has never "*state[d] unequivocally*" that the Vision Transactions would be completed by April 2024. Our clients have repeatedly and painstakingly explained (both in correspondence and in affidavits) that in a business rescue of the magnitude of THL's, timetables provided can only be regarded as indicative (and not "unequivocal" as alleged in your letter). This is yet again a reality which your client steadfastly refuses to accept.
- 12 Our clients decline to comment any further on the assertions in paragraphs 14 to 25 of your letter and stand by what is stated in the affidavits filed in the pending application. If your client does not withdraw its application, these issues will be dealt with when Part B of your client's application is called for hearing.



2



- 13 Without in any way conceding that your client has any right or entitlement to make the demand in paragraph 26.1 of your letter, as appears from the above, the confirmation has been attached.
- 14 Insofar as paragraph 27 is concerned, it is bewildering that your client continues to demand of our clients that they deliver an agreement which, to your client's knowledge, is simply not in their possession. The threat made in paragraph 27 of your letter once again demonstrates the vexatious manner in which your client has approached this matter.
- 15 Finally, we dispute that your client has any grounds for yet again approaching a court for disclosure of the documents sought – whether urgently or at all. Should your client bring yet another urgent application, it will be acting vexatiously and abusing the court's processes. Our clients reserve their rights to seek appropriate relief in respect thereof.

Yours faithfully

Werksmans Inc

THIS LETTER HAS BEEN ELECTRONICALLY TRANSMITTED WITHOUT SIGNATURE

Two handwritten signatures in black ink. The signature on the left is a stylized, cursive 'W'. The signature on the right is a more fluid, cursive signature, possibly 'A. J. J.' or similar.

3

"A"

Simone Gast

From: Casper Badenhorst <Casper@steinscop.com>
Sent: 09 May 2025 16:51
To: Trevor Boswell
Cc: Simone Gast; Danny Andropoulos; Bradley Scop; Alexandra Rakitzis; Jacques Erasmus
Subject: Tongaat Hulett Limited (in business rescue) / Vision Group

Dear Sirs

We refer to the business rescue proceedings of Tongaat Hulett Limited (in business rescue) (**THL**) and the "Vision Transactions" arising therefrom between Vision Investments 155 (Pty) Ltd (**Vision**) and the Lender Group.

We hereby confirm that Vision have made payment of the purchase consideration due to the Lender Group. In the circumstances, the transaction between Vision and the Lender Group has been finalised.

Kind regards

Casper Badenhorst
Director



BGI | GLOBAL

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Landline: +27(0)11 380 8080
Email: casper@steinscop.com

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Two handwritten signatures in black ink, one appearing to be 'Trevor' and the other 'Casper'.

"B"



The MARC Tower 1
129 Rivonia Road Sandton
Johannesburg South Africa 2196
P O Box 783347 Sandton South Africa 2146
Docex 152 Randburg
tel +2711 269 7600
info@ENSafrica.com
ENSafrica.com

Werksmans Attorneys
Attention: Trevor Boswell
Email: tboswell@werksmans.com

Mr Gary Oertel our ref
 your ref
21 May 2025 date

Dear Sirs

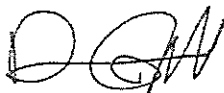
TONGAAT HULETT LIMITED (IN BUSINESS RESCUE)

1. We have been instructed by the Lender Group to address this letter to you in your capacity as the legal representatives of the Business Rescue Practitioners of Tongaat Hulett Limited (in business rescue) ("THL")
2. The Lender Group hereby confirms that Vision Investments 155 (Proprietary) Limited ("**Vision**") has fully discharged all of its payment obligations *vis-à-vis* the purchase consideration due by it to the Lender Group relating to the transfer of the claims and the security of the Lender Group in respect of THL (and its subsidiaries) ("**THL Group Claims and Security**").
3. We are further instructed to confirm that the THL Group and Claims and Security were unconditionally and irrevocably transferred to Vision on 9 May 2025

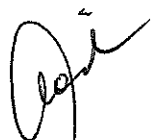
Yours faithfully

ENS

Per.



GARY OERTEL AND NEPHTALIE SITHOLE





"MAR40"

The Business Rescue Practitioners of Tongaat Hulett Ltd

Werksmans Attorneys

Email: tboswell@werksmans.com; sgast@werksmans.com; dhertz@werksmans.com; dandropoulos@werksmans.com

22 July 2025

URGENT

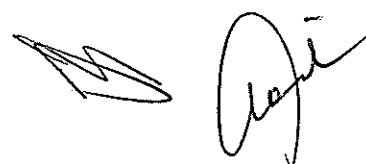
Dear Sirs

TONGAAT HULETT LIMITED (IN BUSINESS RESCUE)

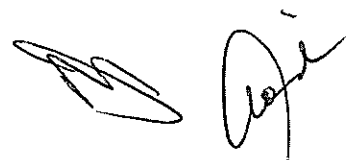
1. We refer to the above matter and to your letter of 16 July 2025.
2. You confirm in your letter under reply that the BRPs intend to proceed with the implementation of the Vision Plan on the same basis as set out in your earlier letter of 21 May 2025 which preceded the order issued by Justice Zwane in the second application on 4 July 2025 ("**the Zwane Order**").
3. It is moreover evident from your references to the first application, and the order made in Part A thereof by Justice Nkosi, that you are not only conflating the two RGS applications, but that the BRPs are ignoring entirely the import of the Zwane Order.
4. Your assertions regarding the similarities between the relief sought by RGS in the first and second applications are not only irrelevant, but were also raised by Vision at the hearing of the second application and rejected by Justice Zwane.

Imran Bobat
BA (UND) LLB (UND) LLM(UCLA)

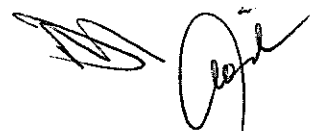
5. In terms of paragraph 3 of your letter under reply you confirm that the BRPs will proceed to implement the Vision Plan (i.e. transfer all THL assets to Vision and then delist and liquidate THL) in circumstances where the only “confirmation” that the BRPs have received to the effect that Vision has “discharged its payment obligations”, is an email from Vision’s attorneys and correspondence from the Lender Group (i.e. the same information that was available to the BRPs when your letter of 21 May 2025 was sent).
6. The abovementioned “confirmation” on which the BRPs seek to rely:
 - 6.1. does not amount to independently verifiable evidence that Vision has either discharged its payment obligations, or done so in a manner that is consistent with both the Vision Plan and the Companies Act;
 - 6.2. is merely the say-so of parties with vested interests in the successful implementation of the Acquisition and the Vision Plan.
7. It is therefore evident that the BRPs have failed to discharge their duties to verify for themselves, based on direct objective information, that Vision has complied with the requirements of the Vision Plan and done so in a manner that is consistent with the provisions of the Companies Act.
8. This failure on the part of the BRPs arises in the specific and peculiar circumstances of Vision’s unexplained failure to raise the funds necessary to Acquire the Lender Group’s claims for more than 15 months after the adoption of the Vision Plan, which failure occurred despite the BRPs and Vision having assured creditors at the Creditors Meeting on 10 January 2024 that Vision had sufficient funds to implement the Vision Plan.
9. In this regard, we refer you to the detailed background set out in the letter of our predecessors, DMI, of 14 May 2025 a copy of which is annexed, marked “**A**” (“**the DMI Letter**”). You are requested to read the contents of the DMI Letter as though expressly incorporated herein.
10. It remains unclear as to what is meant by Vision having “discharged its payment obligations” to the Lender Group, which phrase is clearly capable of connoting a transaction other than an actual payment by Vision to the Lender Group.

Two handwritten signatures in black ink, one to the left of the other, appearing to be initials or names.

11. Moreover, no explanation has been provided in relation to the allegations contained in Vision's supplementary affidavit referred to in paragraph 21 of the DMI Letter in terms of which Vision stated that THL's assets, which Vision does not own, would support Vision's fundraising to acquire THL.
12. Considering *inter alia*:
 - 12.1. Vision's unexplained failure to raise the funds necessary to complete the Acquisition (despite the representations made at the Creditors Meeting to the effect that Vision had the funds necessary to implement the Vision Plan on 10 January 2024);
 - 12.2. Vision's statement under oath that it was using THL assets to raise the funds necessary to complete the Acquisition;
 - 12.3. The Lender Group's previous confirmation to the BRPs that it would allow the Vision Asset Transaction to proceed even if Vision failed to make payment to the Lender Group in terms of the Acquisition Agreementthere is clearly an urgent need for the BRPs to verify independently that Vision has paid the Lender Group for the Acquisition and done so in a lawful manner without in any way leveraging THL's assets in order to meet its payment obligations.
13. The need for independent verification by the BRPs is further demonstrated by Vision's refusal to provide evidence of what it says it has done, i.e. paid the Lender Group and completed the Acquisition in a lawful manner. If Vision had truly settled the full purchase price due for the Acquisition, and done so in a manner that is consistent with the provisions of both the Vision Plan and the Companies Act, it would have had no reasonable objection to providing proof to this effect, especially since it has been ordered to do so by Justice Zwane.
14. Until the BRP's have independently verified that Vision has discharged its obligations in terms of the Vision Plan, and thereby acquired an entitlement to take transfer of the THL's assets, the implementation of the Vision Plan – culminating in THL's delisting and liquidation – cannot reasonably proceed.
15. The BRP's acceptance of vague confirmations provided by Vision and the Lender Group as proof that the Acquisition has been concluded lawfully is in breach of the BRPs' duties under the specific circumstances referred to above and set out in detail in the DMI Letter.



16. This has been borne out by the fact that Justice Zwane considered the same information available to the BRPs (i.e. the confirmations from Vision and the Lender Group) and determined it necessary to order Vision to disclose the proofs and confirmations contemplated in the notice of motion to the second application.
17. Proof that Vision has paid the Lender Group and concluded the Acquisition lawfully is an issue of critical significance since the Acquisition is, in terms of the Vision Plan, a condition precedent to the Vision Asset Transaction.
18. The fact that the enforceability of the Zwane Judgment has been suspended by Vision's application for leave to appeal is of no consequence. The BRPs bear the sole statutory responsibility for implementing the Vision Plan and it is therefore their duty to satisfy themselves, with reference to objective information, that the requirements of both the Vision Plan and the Companies Act have been satisfied.
19. We have therefore been instructed to provide the BRPs with one final opportunity to act in accordance with their statutory duties and to demand, as we hereby do, that the BRPs confirm by return correspondence that:
 - 19.1. The BRPs will demand the production of:
 - 19.1.1. proof of Vision's payment to the Lender Group under the Acquisition Agreement;
 - 19.1.2. proof that all of the Lender Group's secured claims of c.R8.5 billion were transferred to Vision unconditionally;
 - 19.1.3. proof that THL's assets have in no way been leveraged, encumbered, proffered as security, or employed in any other way in order to assist Vision to discharge its payment obligations to the Lender Group or any of its payment obligations in terms of the Vision Plan;
 - 19.1.4. a copy of the Acquisition Agreement to which THL is entitled in terms of the Common Terms Agreement as previously asserted by the BRPs themselves.
 - 19.2. the implementation of the Vision Plan will be suspended until the BRPs have received the information referred to in the previous paragraph and verified that Vision has completed the Acquisition lawfully and in a manner that is consistent with the Vision Plan and the Companies Act;

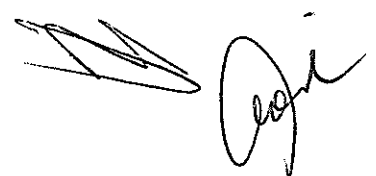


- 19.3. the BRPs will provide RGS and all affected persons with copies of the information referred to in paragraph 17.1 above upon receipt thereof.
20. The BRPs are required to satisfy the above demand by no later than **close of business on Friday, 25 July 2025**.
21. Should the BRPs refuse or fail to do so, RGS will launch an urgent application in the High Court to *inter alia* compel the BRPs to independently verify that the Acquisition has been completed lawfully, to disclosure the relevant information to all affected persons, and further reserves its rights to seek the removal of the BRPs without any further notice to them.

Yours faithfully



Digitally signed by
Imran Bobat
Attorney
Bobat & Associates



DELIVERED BY EMAIL

Bobat & Associates
E-mail: admin@boblaw.co.za
Durban

Attention: Mr I Bobat

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96 Rivonia Road
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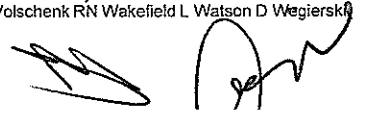
YOUR REFERENCE: Mr I Bobat
OUR REFERENCE: Mr D Hertz/Mr T Boswell/Ms S Gast/lw/TONG7430.21/#11015669v7
DIRECT PHONE: +27 11 535 8283/+27 11 535 8459
EMAIL ADDRESS: dhertz@werksmans.com/tboswell@werksmans.com

25 July 2025

Dear Sirs

TONGAAT HULETT LIMITED (IN BUSINESS RESCUE), MR T MURGATROYD N.O., MR P VAN DEN STEEN N.O. AND MR G ALBERTYN N.O. (collectively "our clients") | RGS GROUP HOLDINGS (PROPRIETARY) LIMITED ("your client")

- 1 We refer to your letter dated 22 July 2025 ("your letter").
- 2 We do not intend to deal with each of the assertions contained in your letter. Our failure to do so should not be construed as an admission as to the correctness of the content of any unanswered assertion, nor as a waiver of our clients' right to deal more fully with the content of your letter in due course (should it become necessary to do so), which right is hereby reserved.
- 3 Our clients dispute the content of paragraphs 2 to 11 of your letter.
- 4 The Business Rescue Practitioners dispute your client's assertions that they have failed to comply with their statutory obligations and have not taken appropriate steps to satisfy themselves that Vision has discharged its payment obligations to the Lender Group. Their position remains that the Vision Plan remains capable of implementation, in full.
- 5 Our clients are satisfied that Vision has discharged its payment obligations in terms of the Acquisition Agreement for the reasons previously articulated. They do not require further "proof" of the matters set out in paragraphs 19.1.1 to 19.1.2 of your letter. That said, pursuant to the dispatch of your letter which was forwarded to Vision's legal representatives, we received the attached letter from Vision's legal representatives which reinforces this fact.





- 6 Insofar as the demand in paragraph 19.1.3 of your letter is concerned, our client cannot be expected to provide "proof" of action that has not yet occurred.
- 7 Our clients have previously requested the Vision Parties and the Lender Group to make a copy of the Acquisition Agreement available to your client, notwithstanding the fact that your client is not entitled to same. Be that as it may, our clients, as repeatedly advised, (i) are not party to that agreement; (ii) do not require sight of that agreement to confirm their considered and reasonably held opinion that Vision has taken transfer of the Lender Group's claims and security in THL particularly in circumstances where our clients have received written confirmation from the Lender Group that this has occurred.
- 8 Insofar as your client's demand in paragraph 19.3 is concerned, our clients will continue to provide your client and all other affected persons with all information to which they are lawfully entitled.

Yours faithfully

A handwritten signature in black ink, appearing to be 'Werksmans', written over a horizontal line.

Werksmans

Two handwritten signatures in black ink, one on the left and one on the right, both appearing to be initials or names.



Co. Name: Stein Scop Attorneys Inc.
Registration No: 2015/306625/21
Landline: +2711 380 8080
Email: alex@steinscop.com
Mobile: +2772 587 6361
Our ref: TER2/0008/A Rakitzis Ho
Your ref: Mr D Hertz/Mr T Boswell/lw/
TONG7430.21/#11015669v7

Date: 24 July 2025

Werksmans Attorneys

Attention: Trevor Boswell

Per Email: tboswell@werksmans.com

Dear Sirs,

RGS Group Holdings Limited / Tongaat Hulett Limited (in business rescue) & Others
Case Number: 2025-079452

1. We refer to the letter from Bobat & Associates addressed to you dated 11 July 2025 in which, among other things, the business rescue practitioners (BRPs) of Tongaat Hulett Ltd (THL) were requested to confirm whether the implementation of the Vision Plan has been, or will be, suspended pending the outcome of our clients' application for leave to appeal under case number 2025-079452 (the **Application for Leave to Appeal**).
2. We have also been provided with a copy of your response to Bobat & Associates dated 16 July 2025 and their subsequent letter of 22 July 2025.
3. The letters sent on RGS's behalf are self-evidently precursors to yet a further unmeritorious urgent application to interdict the implementation of the Vision Plan based on the BRPs allegedly not having "verifiable evidence" of:
 - 3.1 Vision's discharge of its payment obligations to the Lender Group;
 - 3.2 the unconditional transfer of the Lender Group's claims to Vision; and
 - 3.3 the acquisition being consistent with the Vision Plan and the Companies Act, 2008, (paragraph 13 of Bobat and Associates' letter).
4. Our clients are of the view that the BRPs do have verifiable evidence of the above. It is clear that the BRPs are of the same view. Our clients and the Lender Group have both confirmed the transfer of the Lender Group's claims and security to our client, including

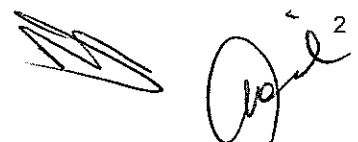
Second Floor, Capital Hill, 6 Benmore Road, Morningside, Sandton, Gauteng, 2057, South Africa

Directors: G Stein; B Scop; S van der Weele; A Rakitzis Ho; S Buckas; C Badenhorst and B Roxburgh
Senior Associates: J Brasler; L Grobler and S Meades | Associates: B Badenhorst; C Strachan; J Erasmus;
B Hurwitz and N Lekena | Consultants: A Berman and N Napier
Chief Operating Officer: Y de Waal | Chief Financial Officer: F Smit

BGI | GLOBAL

under oath. For this, and many other reasons, our clients believe that the Application for Leave to Appeal has merit and that RGS has no right to the disclosure relief it seeks.

5. During the hearing, RGS argued that it still harbours (unfounded) suspicions that the Lender Group has not transferred all of its claims to Vision. It also referenced the confirmation by Vision in its answering affidavit that no assets of THL have been subjected to any encumbrance in order to fund the purchase of the Lender Group claims and stated that the Court need not grant that relief if it was satisfied with the confirmation - (an aspect not mentioned in the judgment).
6. All this said, our clients have elected to provide the BRPs with proof of the payments made to the Lender Group on 11 January 2024 and 9 May 2025. Our clients have provided these proofs of payment in the hope of averting yet a further urgent application by RGS seeking to interdict the Vision Plan and to facilitate RGS's withdrawal of Part B of its pending application so that the implementation of the Vision Plan can continue smoothly and with the focus remaining on the ultimate rescue of THL. The proofs of payment are provided to you, on behalf of the BRPs, without prejudice to our clients' rights, particularly in the Application for Leave to Appeal.
7. The amount reflected in the proofs of payment is the total final consideration agreed to and paid by Vision to the Lender Group for the entire Lender Group's claims and security, and constitutes a complete discharge of Vision's obligations for the acquisition of the Lender Group's claims under the provisions of Vision's agreement with the Lender Group ("TC3").
8. The total of the first and second payments is R3 240 000 000.00 and differs from the original amount of R3 510 000 000.00 (by 7.69% or R270 million). This was the final amount agreed upon by the respective parties for the complete discharge of Vision's obligations to the Lender Group under TC3 and took into account the following circumstances:
 - 8.1 Following the failure to secure shareholder approval for the equity transaction in terms of the Vision Plan (**the Equity Transaction**), the alternative Asset Transaction was triggered and pursued in accordance with the Vision Plan. In implementing the Asset Transaction, THL notified Vision that it would be unable to settle its tax obligations arising from the conclusion of the various sale agreements to give effect to the Asset Transaction due to its business rescue and the unavailability of funds. In terms of the various sale agreements, Vision has agreed to procure that funds are made available to THL in order for it to settle its tax obligations; and
 - 8.2 In terms of the Vision Plan, THL is required to pay R525 956 121.00 (**the SASA Claim**) into an escrow account which will be payable to the South African Sugar Association in the event that the judgment of Judge Vahed is upheld. In circumstances where, following the adoption of the Vision plan, THL advised Vision that it will be unable to pay the full SASA Claim into the escrow account, Vision has agreed to pay the SASA Claim into the escrow account on behalf of THL.
9. Although it had always been contemplated between Vision and the Lender Group that there may be a reduction in the total purchase consideration due to the Lender Group, which reduction would be necessitated as a result of the potential payment by Vision of the SASA Claim, the same cannot be said of the tax liability. Accordingly, in light of THL's requirement that Vision procure the payment of THL's tax obligations, Vision and the



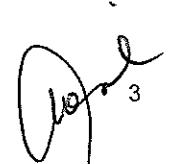
Lender Group agreed to an immediate reduction of the total purchase consideration by the sum mentioned in paragraph 8 above. It is worth noting that upon these two contingencies materialising and even with the agreed reduction by the Lender Group against the purchase consideration, Vision will effectively be paying an amount in excess of R500 million, over and above the agreed purchase consideration.

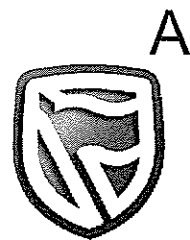
10. The agreement to reduce the purchase price is as a result of a decision taken by Vision and the Lender Group in terms of their private commercial agreement and has no bearing on the implementation of the Vision Plan.
11. The proofs of payment are attached hereto marked "A" and "B". The second proof of payment ("B") reflects the distribution of the second payment by the former Facility Agent to each member of the Lender Group following payment by Vision of the agreed second instalment.
12. We again confirm that Vision has paid the full purchase consideration for all of the Lender Group's claims and security. Vision **alone** holds such claims and security and does not owe the Lender Group any further amounts in respect thereof. We further again confirm that none of THL's assets were utilised by Vision as security to raise the funds used to acquire the Lender Group's claims and security. This obviously isn't the case as the BRPs themselves would have needed to agree to any such encumbrance on behalf of THL, which has never arisen.
13. Vision is incontestably the owner of the Lender Group's claims and security and there is no impediment of the nature contended for by RGS to Vision and the BRPs implementing the Vision Plan. Any alternative to the implementation of the Vision Plan will not have the support of Vision, as the largest secured creditor of THL. The Vision Plan remains capable of implementation and any allegation to the contrary cannot be sustained. Vision maintains that any other documents that are part of the Order are not conceivably material to any issue sought to be raised by RGS.
14. Vision has no objection to the BRPs providing this letter and its annexures to RGS, particularly to avert a further urgent application and facilitate RGS's withdrawal of Part B.
15. Vision obviously retains its rights to address RGS directly should it be necessary to do so in due course. Furthermore, nothing contained in this letter detracts from any of Vision's rights to prosecute the Application for Leave to Appeal.

Yours faithfully

A Rakitzis Ho
Director

Sent electronically and therefore not signed





5 Simmonds Street
Marshalltown
2001

Date Contact Details
11th January 2024 Cibopstransfers25sauerstreet@standardbank.co.za

Re: Confirmation of payment processed.

We hereby confirm that we have successfully processed the following payment from account 10209864247.

Beneficiary Name	Corporate Banking Disbursement Account No 2
Beneficiary Account No	009705384
Amount	R1 510 000 000.00
Bank name	Standard Bank
Payment Reference No	Thor – Acquisitions of Claims
Date of Transaction	11 th January 2024

Should you require more information please contact Jadon Moodley on +27 11 636 8917 .

Yours faithfully

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

**Directors: NMC Nyembezi (Chairman) L Fuzile* (Chief Executive Officer) LL Bam PLH Cook
A Daehnke* GJ Fraser-Moleketi Xueqing Guan¹ GMB Kennealy BJ Kruger Li Li¹ JH Maree
NNA Matyumza ML Oduor-Otieno² ANA Peterside CON³ SK Tshabalala***

Company Secretary: K Froneman – 2023/06/12

*** Executive Director ¹ Chinese ² Kenyan ³ Nigerian**

Corporate and Investment Banking

Standard Bank Moving Forward™

Wednesday, July 23, 2025 at 4:39:13 PM South Africa Standard Time

Subject: Fw: Project Thor (Tongaat) (In Business Rescue) - TC3 Addendum - Payment for today
 Date: Wednesday, 16 July 2025 at 17:11:58 South Africa Standard Time
 From: Agency SBSA
 To: Lavery, Scott S
 Attachments: imaga001.png

Dear Scott,

Please see below e-mail with the proof of payment to Lenders for the Vision Transfer.

Regards
 Zaakirah

From: Agency SBSA <AgencySBSA@standardbank.co.za>

Sent: Monday, May 12, 2025 1:29 PM

To: Abdul Sheik Yassim <abdulsheikyassim@absa.africa>; Adam Lombard <adam.lombard@nabank.co.za>; Andre Geldenhuys <AndreG@Nedbank.co.za>; Anthony Evans <anthonyevans@absa.africa>; Ashburton Credit <AshburtonCredit@standardbank.co.za>; Ashleigh Huxter <ahuxter@absafrica.com>; Baumgartner, Martin M <Martin.Baumgartner@standardbank.co.za>; Bennie Schraader <Bennie.Schraader@mimild.co.za>; Cele, Mpumelelo <cele.mpumelelo@ashburton.co.za>; CFS Transaction Management <CFSTransactionManagement@standardbank.co.za>; Christopher Li Green <Chris.LiGreen@absa.africa>; Christopher Powells <christopherpowells@mimild.co.za>; Claire Bolha <claire.bolha@mimild.co.za>; Clinton Clarke <Clinton.Clarke@absa.africa>; Corry, Nicola <Nicola.Corry@absa.africa>; Dora Schraader <Dora.Schraader@absa.africa>; Dimakatso Mkhabela (SanFin) <DimakatsoMkhabela@standardbank.co.za>; Du Buisson <DuBuisson@standardbank.co.za>; Docrat, Feroza F <Feroza.Docrat@standardbank.co.za>; Du Toit, Dayan <Dayan.DuToit@standardbank.co.za>; Estelle Fong (SanFin) <Estelle.Fong@sanfininvestments.com>; Fernandes, Genene GC <Genene.Fernandes@standardbank.co.za>; Gareth Little (SanFin) <Gareth.Little@sanfininvestments.com>; Garth Abrahamse <Garth.Abrahamse@standardbank.co.za>; Govender, Neshaleen N <Neshaleen.Govender@standardbank.co.za>; Harry Philippou <Harry.Phillippou@standardbank.co.za>; Howard van der Merwe (SCM) <Howard.vanDerMerwe@standardbank.co.za>; Irshaad Paruk <Irshaad.Paruk@standardbank.co.za>; Jacobs, Newen <Newen.Jacobs@standardbank.co.za>; Jean du Plessis <Jean.DuPlessis@standardbank.co.za>; Kara, Mahendra <Kara.Mahendra@standardbank.co.za>; Kemisetso Kekelame <Kemisetso.Kekelame@standardbank.co.za>; Kerry Caldwell <Kerry.Caldwell@standardbank.co.za>; Khetho Mavhandu <Khetho.Mavhandu@standardbank.co.za>; Khonzinkosi Siondwe Nkosi <Khozinkosi.SiondweNkosi@standardbank.co.za>; Kyamulesa, Moseley MK <Moseley.MK.Kyamulesa@standardbank.co.za>; Le Grange, C (Catrina) <Catrina.LeGrange@standardbank.co.za>; Liam Roets (ZA) <Liam.Roets@absa.africa>; Mahomed, Tahir <Tahir.Mahomed@standardbank.co.za>; Maite Leshabane <Maite.Leshabane@mimild.co.za>; Makarudze, Jotham <Jotham.Makarudze@ashburton.co.za>; Manchadi Kekana (ZA) <Manchadi.Kekana@absa.africa>; Marili Theunissen (ZA) <Marili.Theunissen@absa.africa>; Martin, Robert R <Robert.Martin@standardbank.co.za>; Mbewe, Z. (Zanele) <Zanele.Mbewe@nedbank.co.za>; Midzuk, Jeffrey J <Jeffrey.Midzuk@standardbank.co.za>; Mokhatshane, Mosala <Mosala.Mokhatshane@landbank.co.za>; Moodley, Nireeshnee <Nireeshnee.Moodley@ashburton.co.za>; Natalie Louria (SanFin) <Natalie.Louria@sanfininvestments.com>; NCIB LMO - Diversified Finance Nedbank <LevFin@Nedbank.co.za>; oviikhungo.sicwatshe@absacapital.com; Priyan Govender <pryvang@nedbank.co.za>; Prinsloo, Rene R <Rene.Prinsloo@standardbank.co.za>; Rick Lupini <Rick.Lupini@investec.com>; Rudy Wula <Rudy.Wula@absa.africa>; Salome Rankapole <Rankapole@absafrica.com>; Shabalala, Tshelo <Tshelo.Shabalala@ashburton.co.za>; Shaegan Pillay <Shaegan.Pillay@momentum.co.za>; silongile nkosi@absacapital.com; Sobayeni, V. (Vuyisa) <Vuyisa.Sobayeni@Nedbank.co.za>; Stephen, Zola Z <Zola.Stephen@standardbank.co.za>; Swart, A. (Alexa) <Alexa.Swart@Nedbank.co.za>; Tladi, Mosala <MTladi@landbank.co.za>; Transaction Management <TransManagement@absa.africa>; Umang Ramlal <Umang.Ramlal@absa.africa>; Welwood Nortier <Welwood.Nortier@standardbank.co.za>; Yonke Soga (Sanfin) <Yonke.Soga@sanfininvestments.com>; Young, Kerry KL <Kerry.Young@standardbank.co.za>; Zanele Mbewe <Zanele.Mbewe@nedbank.co.za>; Zola Stephen <Zola.Stephen@standardbank.co.za>; Zola Z Stephen <Zola.ZStephen@standardbank.co.za>

Subject: Re: Project Thor (Tongaat) (In Business Rescue) - TC3 Addendum - Payment for today

This is an external email. Please verify the sender before responding, clicking on links or opening attachments.
 Please use the Mimecast button or forward any suspicious or phishing emails to bnishing@investec.com

Dear Lenders,

The Vision Transfer amount was received by the agent on the 09 May 2025.

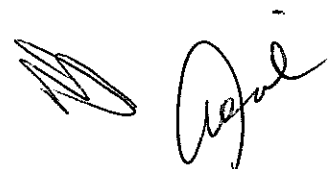
The payment was received after our cut off times.

Please see proof of payment today to lenders:

5	2025-05-12	2025-05-12	MT103 MESSAGE	INVESTEC BANK LIMITED	000688197	74,040,972.50	NOABAT	O	INVESTEC
	12:19:57.0	00:00:00.0	2505122803SC3819						
6	2025-05-12	2025-05-12	NO MESSAGES	Sanlam Investment Management Pty L	000688197	31,598,796.00	NOABAT	O	Standard Bank of RSA Ltd
	12:19:57.0	00:00:00.0	CREATED						
7	2025-05-12	2025-05-12	MT103 MESSAGE	Sanlam Ltd.	000688197	11,582,125.10	NOABAT	O	FIRST NATIONAL
	12:19:56.0	00:00:00.0	2505122803SC3817						

									BANK LTD
8	2025-05-12 12:19:56.0	2025-05-12 00:00:00.0	MT103 MESSAGE 2505122805SC3918	Ashburton Fund Managers (Pty) Ltd.	000688197	13,731,875.00	NGABAT	0	FNB
9	2025-05-12 12:19:56.0	2025-05-12 00:00:00.0	NO MESSAGES CREATED	SANLAM INVESTMENT MANAGEMENT	000688197	7,557,210.90	NGABAT	0	STANDARD BANK
10	2025-05-12 12:19:56.0	2025-05-12 00:00:00.0	MT103 MESSAGE 2505122805SC3924	Momentum Metropolitan Life Ltd.	000688197	21,967,522.70	NGABAT	0	FNB
11	2025-05-12 12:19:58.0	2025-05-12 00:00:00.0	MT103 MESSAGE 2505122805SC3923	The Land and Agricultural Develop	000688197	90,803,853.40	NGABAT	0	FNB
12	2025-05-12 12:19:55.0	2025-05-12 00:00:00.0	MT103 MESSAGE 2505122805SC3922	ABSA BANK	000688197	207,209,481.10	NGABAT	0	ABSA
13	2025-05-12 12:19:55.0	2025-05-12 00:00:00.0	MT103 MESSAGE 2505122805SC3926	INVESTEC BANK LIMITED	000688197	74,040,572.50	NGABAT	0	INVESTEC
14	2025-05-12 12:19:55.0	2025-05-12 00:00:00.0	NO MESSAGES CREATED	THE STANDARD BANK OF SA LTD	000688197	496,354,453.20	NGABAT	0	STANDARD BANK
15	2025-05-12 12:19:55.0	2025-05-12 00:00:00.0	MT103 MESSAGE 2505122805SC3921	RMB DIV OF FIRSTRAND BK LTD	000688197	315,728,684.30	NGABAT	0	FNB
16	2025-05-12 12:19:54.0	2025-05-12 00:00:00.0	MT103 MESSAGE 2505122805SC3920	NEOBANK LTD	000688197	347,493,470.80	NGABAT	0	NEOBANK
17	2025-05-12 12:19:54.0	2025-05-12 00:00:00.0	MT103 MESSAGE 2505122805SC3925	SANLAM LIFE INSURANCE LTD	000688197	37,140,880.70	NGABAT	0	STANDARD BANK

Regards
Zaakirah



"MAR 42"



Standard Bank

Internet Banking
Standard Bank Centre
5 Simmonds Street, Johannesburg, 2001
P.O. Box 7725, Johannesburg, 2000
Telephone: 0860 123 000
International: +27 11 299 4701
Fax: +27 11 631 8550
Website: www.standardbank.co.za

Dear ~~CEMS~~

We confirm that the following payment has been made into your account from ~~Standard Bank~~:

Reference number	3686744638
Beneficiary name	~~CEMS~~
Bank name	FIRST NATIONAL BANK
Beneficiary account number	XXXXXXXXXXXX9593
Beneficiary branch number	25065500
Beneficiary reference	000952515
Amount	~~R2570.00~~
Payment date and time	2025-06-24 10h34

If you need more information or have any questions about this payment, please contact:

~~Standard Bank~~

Payments to Standard Bank accounts may take up to one business day to reflect.
Payments to other banks may take up to three business days.

Please check your account to confirm you have received this payment.

Yours sincerely,
The Internet Banking Team

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

Directors: N Nyembezi (Chairman) SK Tshabalala* (Chief Executive Officer) LL Bam PLH Cook A Daehne* OA David-Borha1 GJ Fraser-Moleketi GMB Kennealy BJ Kruger Li Li2 JH Maree
NNA Matyunza ML Oduor-Otieno3 RN Ogega3 Fenglin Tian2

Company Secretary: K Froneman - 2025/04/08

*Executive Director 1Nigerian 2Chinese 3Kenyan

Tuesday, August 12, 2025 at 1:41:46 AM South Africa Standard Time

Subject: INFORMATION REQUEST - BOBAT AND ASSOCIATES
Date: Monday, 28 July 2025 at 11:56:19 South Africa Standard Time
From: admin@boblaw.co.za
To: jadon.moodley@standardbank.co.za
Attachments: image001.jpg, image002.jpg, 202507281150.pdf

Good day

We refer to our telephone discussion of even date. Thank you for taking my call.

We confirm that we act for the RGS Group Holdings LTD in the matter involving the business rescue proceedings of Tongaat Hulett Limited.

We received the enclosed "confirmation of payment processed" document from Stein Scop Attorneys.

As per our telephone discussion it appears to us that there might be a number of significant irregularities on the documents for example the font types and sizes, logo, the numbering etc. It certainly does not appear to be a regular Standard Bank proof of payment.

Kindly investigate and confirm with us whether this in fact an authentic and valid Standard Bank proof of payment.

We look forward to hearing from you.

Many thanks.

Regards
Imran Bobat

KINDLY NOTE OUR NEW OFFICE ADDRESS BELOW

Bobat & Associates
Tel: 031 201 0060
Email: admin@boblaw.co.za
331 ST THOMAS ROAD, MUSGRAVE, DURBAN

• ATTORNEYS •
BOBAT
& associates



FRAUD ALERT: If we are one of your existing beneficiaries please confirm any changes in our bank details with Mr Imran Bobat. If we are a new beneficiary please confirm our bank details first. If you have any doubt please contact us.

This e-mail and any files transmitted with it are confidential and intended solely for the use of the individual or entity to which it is addressed. If you have received this e-mail in error please notify the sender. Please note that any views or opinions presented in this e-mail are solely those of the author and do not necessarily represent those of the company. Finally, the recipient should check this e-mail and any attachments for the presence of viruses. The company accepts no liability for any damage caused by any virus transmitted by this e-mail.

Two handwritten signatures in black ink. The first signature is a stylized, cursive mark. The second signature is more legible, appearing to be 'A. J. Smith'.

Tuesday, August 12, 2025 at 1:45:22 AM South Africa Standard Time

Subject: INFORMATION REQUEST - BOBAT AND ASSOCIATES
Date: Tuesday, 29 July 2025 at 11:23:37 South Africa Standard Time
From: admin@boblaw.co.za
To: jadon.moodley@standardbank.co.za
CC: Ruan Kotze
Attachments: image001.jpg, image002.jpg

Good day

We refer to our telephone discussion yesterday and our follow email requesting information and or clarification pertaining to the alleged proof of payment dated 11th January 2024 in the sum of R1510 000 000.00

We haven't heard from you as yet.

Kindly revert as a matter of some urgency.

Many thanks.

Regards
Imran Bobat

KINDLY NOTE OUR NEW OFFICE ADDRESS BELOW

Bobat & Associates
Tel: 031 201 0060
Email: admin@boblaw.co.za
331 ST THOMAS ROAD, MUSGRAVE, DURBAN

• ATTORNEYS •
BOBAT
& associates



FRAUD ALERT: If we are one of your existing beneficiaries please confirm any changes in our bank details with Mr Imran Bobat. If we are a new beneficiary please confirm our bank details first. If you have any doubt please contact us.

This e-mail and any files transmitted with it are confidential and intended solely for the use of the individual or entity to which it is addressed. If you have received this e-mail in error please notify the sender. Please note that any views or opinions presented in this e-mail are solely those of the author and do not necessarily represent those of the company. Finally, the recipient should check this e-mail and any attachments for the presence of viruses. The company accepts no liability for any damage caused by any virus transmitted by this e-mail.

A handwritten signature in black ink, appearing to be "A. J. Jones" or similar, written in a cursive style.

"MAR45"

Tuesday, August 12, 2025 at 1:46:43 AM South Africa Standard Time

Subject: RE: INFORMATION REQUEST - BOBAT AND ASSOCIATES
Date: Tuesday, 29 July 2025 at 15:35:51 South Africa Standard Time
From: Moodley, Jadon J
To: admin@boblaw.co.za
CC: Ruan Kotze
Attachments: image001.jpg, image002.jpg

Good day sir,

Hope you are well. Sorry for the delayed response, it is month end here for us so we are extremely busy.

I can confirm that the document sent by yourself to me with the proof of payment is indeed valid and was created by myself.

Kind regards
Jadon

From: admin@boblaw.co.za <admin@boblaw.co.za>
Sent: Tuesday, 29 July 2025 11:23
To: Moodley, Jadon J <Jadon.Moodley@standardbank.co.za>
Cc: Ruan Kotze <ruankotze@capebar.co.za>
Subject: INFORMATION REQUEST - BOBAT AND ASSOCIATES

 You don't often get email from admin@boblaw.co.za. [Learn why this is important](#)
Good day

We refer to our telephone discussion yesterday and our follow email requesting information and or clarification pertaining to the alleged proof of payment dated 11th January 2024 in the sum of R1510 000 000.00

We haven't heard from you as yet.

Kindly revert as a matter of some urgency.

Many thanks.

Regards
Imran Bobat

-
KINDLY NOTE OUR NEW OFFICE ADDRESS BELOW

Bobat & Associates
Tel: 031 201 0060
Email: admin@boblaw.co.za
331 ST THOMAS ROAD, MUSGRAVE, DURBAN



Tuesday, August 12, 2025 at 1:48:29 AM South Africa Standard Time

Subject: RE: INFORMATION REQUEST - BOBAT AND ASSOCIATES- URGENT
Date: Thursday, 31 July 2025 at 15:45:02 South Africa Standard Time
From: admin@boblaw.co.za
To: 'Moodley, Jadon J'
Priority: High
Attachments: image001.jpg, image002.jpg

Dear Mr
Moodley
"URGENT"

Thank you for your email of 29 July 2025 in terms of which you confirm that the proof of payment is valid and that it was created by you.

Given the size and importance of the transaction in question, we have some further queries. We trust that you will appreciate that none of these queries are directed at you, we simply require verifiable proof of the legitimacy and authenticity of the transaction.

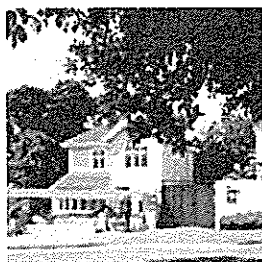
We would be grateful if you could provide the following information **urgently**:

1. confirmation of your employment and position at Standard Bank demonstrating your authority to issue proofs of payment;
2. confirmation of the date on which the proof of payment document was generated;
3. confirmation that the proof of payment document was requested and generated in terms of standard procedures (and if not, an explanation as to the circumstances surrounding the creation of the document);
4. confirmation as to why the document was created manually;
5. confirmation that the document relates to a transfer between two Standard Bank accounts (i.e. that the payer account was a Standard Bank account).

We appreciate your assistance and look forward to your urgent response.

Regards
Imran Bobat
Bobat & Associates
Tel: 031 201 0060
Email: admin@boblaw.co.za
331 ST THOMAS ROAD, MUSGRAVE, DURBAN

• ATTORNEYS •
BOBAT
& associates





"MAR47"

The Business Rescue Practitioners of Tongaat Hulett Ltd

Werksmans Attorneys

Email: tboswell@werksmans.com; sgast@werksmans.com; dhertz@werksmans.com; dandropoulos@werksmans.com

30 July 2025

URGENT

Dear Sirs

TONGAAT HULETT LIMITED (IN BUSINESS RESCUE)

1. We refer to the above matter and to your letters of 16 and 25 July 2025.
2. It is evident from your letters under reply that the BRPs have resolved to accept that the Acquisition has been concluded lawfully and not to interrogate the lawfulness or legitimacy thereof, save at the behest of RGS' letters of demand.
3. Your letter of 25 July 2025 includes correspondence from Vision which attaches two purported proofs of payment. It should be noted at the outset in this regard that:
 - 3.1. As in the past, the BRPs have only sought proof of Vision's performance under the Acquisition Agreement in response to repeated letters of demand from RGS, and have clearly failed to obtain and interrogate any such proof contemporaneously (i.e. before determining to proceed with the transfer of THL's assets to Vision and the delisting and liquidation of THL);

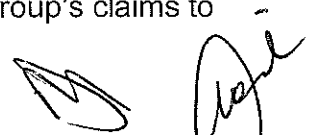
Imran Bobat
BA (UND) LLB (UND) LLM(UCLA)

- 3.2. The BRPs' view that the Acquisition Agreement was concluded lawfully, and that the Vision Asset Transaction remains lawful and binding, was formed before any purported proof of Vision's performance under the Acquisition Agreement was received.
4. As regard the contents of the purported proofs of payment, we wish to place the following on record.
5. Firstly, the purported proof of payment attached to Vision's letter of 24 July 2025 marked "A" is manifestly abnormal. It is not the regular proof of payment generated by Standard Bank. It moreover contains various different fonts, different font sizes, and portions thereof have clearly been copied in from different documents.
6. Secondly, the purported proof of payment attached to Vision's letter of 24 July 2025 marked "B" does not in any way constitute the proof that was demanded, i.e. proof that Vision paid the Lender Group the balance of funds owing on 9 May 2025:
- 6.1. The document marked "B" is an email which apparently shows how the individual members of the Lender Group were settled;
- 6.2. Proof that Vision paid the Lender Group on 9 May 2025 has not therefore been provided at all;
- 6.3. RGS has never alleged that the Lender Group has not been / will not be settled. RGS' argument is, and has at all relevant times been, *inter alia*, that Vision failed to raise the funds necessary to settle the Lender Group independently, i.e. that the funds used to settle the Lender Group did not come directly from Vision;
- 6.4. It is and has at all relevant times been one of RGS' main contentions, both in the Pending Application and in the application under case no 2025-079452, that Vision put up THL's assets as some form of collateral in order to ultimately raise the funds required to settle the Lender Group (an allegation which is consistent with Vision's own statement under oath in its supplementary affidavit filed in Part A of the Pending Application on 27 January 2025);
- 6.5. If Vision used, for example, financing advanced by Standard Bank and the IDC to settle the Lender Group, the BRPs should have enquired on what terms, for example, Standard Bank and the IDC advanced the funds in circumstances where Vision does not have any assets to put up as security



itself. The BRPs should have taken steps to ensure that Vision did not in fact act in accordance with the express statements contained in its supplementary affidavit filed in Part A of the Pending Application on 27 January 2025, i.e. the BRPs should have ensured that the terms agreed by Vision to raise its financing will not affect THL or its assets in a manner that is inconsistent with the terms of the Vision Plan and / or the Companies Act.

7. In addition, Vision has not provided the Acquisition Agreement or proof that the Lender Group's claims and security have been transferred to Vision unconditionally (both of which have previously been demanded by the BRPs themselves). Vision has therefore intentionally withheld the key documents which could confirm whether or not Vision has acted beyond the scope of the Vision Plan / in conflict with the Companies Act in concluding the Acquisition Agreement.
8. Under the circumstances, the purported proofs of payment (even if accepted to be legitimate and authentic), do not provide any evidence that Vision has discharged its payment obligations and become entitled under the Vision Plan to take transfer of the THL's assets.
9. On the contrary, the fact that Vision has now glibly provided the purported proofs of payment is irreconcilable with (i) the fact that it strenuously refused to do so in terms of its opposition to the RGS application filed under case no 2025-079452, and (ii) the fact that Vision is at present seeking leave to appeal the whole of the Zwane Order (i.e. including the parts of the order in terms of which it was directed to provide the same proofs of payment that have now purportedly been provided to the BRPs in response to RGS' latest letter of demand).
10. We wish to reiterate that if Vision has in fact discharged its payment obligations in a lawful manner that was consistent with the terms of the Vision Plan, it would have had no objection to providing the proofs and documents sought by RGS (and previously demanded by the BRPs), and would certainly not have sought to appeal the Zwane Judgment if it could simply have put up evidence to demonstrate that it has done what it says it has done.
11. The dubious "proofs" of payment belatedly provided by Vision to the BRPs in response to our previous letter of demand are therefore insufficient to satisfy RGS' demands for proof of payment, and moreover ignore RGS's demands for copies of the Acquisition Agreement and proof of the transfer of the Lender Group's claims to Vision.

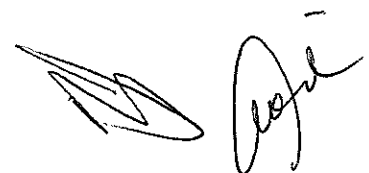


12. The BRPs are therefore requested to confirm **by no later than 12h00 on Friday, 1 August 2025**:
- 12.1. What steps they have taken / will take to verify the authenticity of the purported proof of payment attached as "A" to Vision's letter of 24 July 2025;
 - 12.2. What the BRPs make of the abnormalities on the face of the aforesaid purported proof of payment (e.g. the different fonts and font sizes in use and the fact that the document is not a standard proof of payment);
 - 12.3. Whether the BRPs will demand that Vision provide proof of the payment it (i.e. Vision) allegedly made to the Lender Group on 9 May 2025;
 - 12.4. Whether the BRPs will repeat their demand that Vision disclose *inter alia* copies of the Acquisition Agreement and proof that the Lender Groups claims have been transferred to Vision unconditionally.
13. In circumstances where the Vision Plan is already at an advanced stage of implementation and the BRPs are proceeding with the implementation thereof despite the findings made in the Zwane Judgment, RGS cannot continue engaging in correspondence with the BRPs and we are thus instructed to confirm that if a favourable response to this letter is not received by **12h00 on Friday, 1 August 2025** RGS will proceed to launch an urgent application *inter alia* interdicting the BRPs from taking any further steps in implementing the Vision Plan until the Vision parties have disclosed *inter alia* the Acquisition Agreement, and proof of the unconditional transfer of the Lender Group's claims to Vision.

Yours faithfully



Digitally signed by
Imran Bobat
Attorney
Bobat & Associates



DELIVERED BY EMAIL

Bobat & Associates
E-mail: admin@boblaw.co.za
Durban

Attention: Mr I Bobat

Johannesburg Office
The Central
96 Rivonia Road
Sandton 2196 South Africa
Private Bag 10015
Sandton 2146
Docex 111 Sandton
Tel +27 11 535 8000
www.werksmans.com

YOUR REFERENCE: Mr I Bobat
OUR REFERENCE: Mr D Hertz/Mr T Boswell/Ms S Gast/sg/TONG7430.21/#11054247v1
DIRECT PHONE: +27 11 535 8283/+27 11 535 8459
EMAIL ADDRESS: dhertz@werksmans.com/tboswell@werksmans.com

1 August 2025

Dear Sirs

TONGAAT HULETT LIMITED (IN BUSINESS RESCUE) ("THL"), MR T MURGATROYD N.O., MR P VAN DEN STEEN N.O. AND MR G ALBERTYN N.O. (collectively "the BRPs") | RGS GROUP HOLDINGS (PROPRIETARY) LIMITED ("your client")

- 1 We refer to your letter dated 30 July 2025 ("your letter").
- 2 The allegations, speculation and conjecture in your letter has been addressed previously, and do not warrant repetition or a substantive response.
- 3 We do not, save as set out below, intend to deal with each of the assertions and allegations in your letter, which failure should not be construed as an admission as to the correctness of the content of any unanswered assertion or allegation nor as a waiver of our clients' right to deal more fully with the content of your letter in your clients' foreshadowed urgent application, which right is hereby reserved.
- 4 That said, our clients have instructed us to record that -
 - 4.1 they dispute your client's self-serving assertions that the BRPs have only interrogated matters relating to the Acquisition Agreement at your client's behest. The BRPs have at all times ensured the Vision Plan remains capable of implementation, in full, in discharge of their statutory obligations;
 - 4.2 your letter self-servingly and disingenuously ignores the Lender Group's confirmation provided **under oath** under case number D13702/2024, that Vision has fully discharged all of its obligations *vis-à-vis* the purchase consideration, and their unequivocal confirmation that the





Lender Groups' claims and security "*were unconditionally and irrevocably transferred*" to Vision on 9 May 2025; and

- 4.3 they dispute that they have at any point failed to discharge any of their statutory obligations, whether as alleged in your letter, or at all.
- 5 For at least the reasons set out above, the BRPs have instructed us to advise you that they decline to provide the confirmations sought in paragraph 12 and its sub paragraphs of your letter.
- 6 Should your client proceed to launch its threatened urgent application, that application will be opposed by our clients, and a punitive costs award will be sought.

Yours faithfully

A handwritten signature in black ink, appearing to be 'Werksmans', written in a cursive, slightly slanted style.

Werksmans

A handwritten signature in black ink, appearing to be 'Werksmans', written in a cursive, slightly slanted style.

A handwritten signature in black ink, appearing to be 'Werksmans', written in a cursive, slightly slanted style.

**IN THE HIGH COURT OF SOUTH AFRICA
(KWAZULU-NATAL DIVISION, DURBAN)**

Case number:

In the matter between:

RGS GROUP HOLDINGS LIMITED

Applicant

and

TONGAAT HULETT LIMITED

First Respondent

(IN BUSINESS RESCUE)

TREVOR JOHN MURGATROYD N.O.

Second Respondent

PETRUS FRANCOIS VAN DEN STEEN N.O.

Third Respondent

GERHARD CONRAD ALBERTYN N.O.

Fourth Respondent

VISION INVESTMENTS 155 (PTY) LTD

Fifth Respondent

TERRIS AGRIPRO (MAURITIUS)

Sixth Respondent

REMOGGO (MAURITIUS) PCC

Seventh Respondent

GUMA AGRI AND FOOD SECURITY LTD (MAURITIUS)

Eighth Respondent

**ALMOIZ NA HOLDINGS LIMITED (UNITED ARAB
EMIRATES)**

Ninth Respondent

**THE AFFECTED PERSONS IN THE FIRST
RESPONDENT'S BUSINESS RESCUE**

Tenth Respondent

CONFIRMATORY AFFIDAVIT

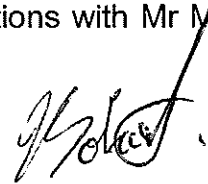


I, the undersigned,

IMRAN BOBAT

do hereby make oath and say that:

1. I am an adult male attorney and practise as a director of Bobat and Associates, the applicant's attorneys of record, at 331 St Thomas Road, Musgrave, Durban.
2. The facts contained in this affidavit are within my personal knowledge and are to the best of my belief both true and correct.
3. I have read the founding affidavit in the abovementioned application which was deposed to by Mr Momade Aquil Rajahussen.
4. I confirm that the contents of paragraphs 211 to 216 of the founding affidavit are true and correct in so far as they relate to my interactions with Mr Moodley of Standard Bank.



IMRAN BOBAT

I certify that the deponent has acknowledged that he knows and understands the contents of this affidavit, which was signed and sworn to before me at DURBAN on this the **12th** day of **AUGUST 2025**, the regulations contained in Government Notice No. 1258 of 21 July 1972, as amended by Government Notice No. 1648 of 17 August 1977, as amended having been complied with.



COMMISSIONER OF OATHS

MUHAMMAD DANGOR
COMMISSIONER OF OATHS
PRACTISING ATTORNEY, CONVEYANCER AND NOTARY PUBLIC
331 ST THOMAS ROAD, DURBAN
REPUBLIC OF SOUTH AFRICA