

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

CASE NO.: 2026-031780

In the matter between: -

Gerhard Conrad Albertyn N.O.

Trevor John Murgatroyd N.O.

Petrus Francois Van Den Steen N.O.

Applicant

and

Tongaat Hulett Limited The Affected Persons

Respondent

and

ABRINA 9422 (PTY) LIMITED

Intervening Party

NOTICE OF MOTION IN INTERVENTION APPLICATION

TO: THE REGISTRAR OF THE ABOVE HONOURABLE COURT
PIETERMARITZBURG

AND TO: WERKMANS ATTORNEYS
APPLICANTS' ATTORNEYS
THE CENTRAL, 96 RIVONIA ROAD
SANDTON
TEL: 011 5359134
FAX: 011 5358600
EMAIL: lsilberman@werkmans.com

Ref: L Silberman/TONG7435.26
c/o EVH INC ATTORNEYS
UNIT 4 HOLWOOD CRESCENT
HOLWOOD PARK
LA LUCIA RIDGE
UMHLANGA
TEL: 031 4927971
EMAIL: erik@evhinc.co.za

SIRS,

KINDLY TAKE NOTICE THAT an application will be made by **ABRINA 9422 (PTY) LIMITED**, to the above Honourable Court, on the 27th day of February 2026 at 9h30 or so soon thereafter as the matter may be heard, for an Order in the following terms:-

1.

That **ABRINA 9422 (PTY) LIMITED** (hereinafter referred to as the Intervening Party) be and is hereby granted leave to intervene in these proceedings and become the Second Respondent.

2.

THAT the Intervening Party be granted leave to file an opposing affidavit in the main application.

3.

THAT the costs of this intervention application be costs in the cause of the main application.

4.

Further and/or alternate relief

KINDLY TAKE NOTICE FURTHER THAT the Affidavit of **KADARNATH MAHARAJ**, and the annexures thereto, will be used in support of this application.

TAKE NOTICE FURTHER THAT the Intervening Party has appointed the under-mentioned attorney as its attorney of record and that it will accept all notice and process in these proceedings at the below - mentioned address.

KINDLY PLACE THE MATTER ON THE ROLL FOR HEARING ACCORDINGLY.

DATED AT UMHLANGA ON THIS DAY OF FEBRUARY 2026.


INTERVENING PARTY'S ATTORNEY

**K. MAHARAJ INCORPORATED
INTERVENING PARTY'S ATTORNEY
(FULL ADDRESS)
SERVICE ADDRESS**

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

CASE NO.: 2026-031780

In the matter between: -

Gerhard Conrad Albertyn N.O.

Trevor John Murgatroyd N.O.

Petrus Francois Van Den Steen N.O. Applicant

and

Tongaat Hulett Limited The Affected Persons Respondent

and

ABRINA 9422 (PTY) LIMITED Intervening Party

FOUNDING AFFIDAVIT IN THE APPLICATION FOR LEAVE TO INTERVENE

I the undersigned,

KADARNATH MAHARAJ,

A handwritten signature in black ink, appearing to be 'KADARNATH MAHARAJ', with a small circled mark to its right.

do hereby make oath and state,

1.

The facts and statements deposed to herein are within my own personal knowledge and belief unless stated otherwise and are both true and correct. The Applicants in the main winding-up Application have not been entirely forthcoming and hence I am armed only with the limited information I have been able to collate in a short period of time.

2.

I am an adult male, attorney of this Honourable Court and sole director of the intervening party, Abrina 9422 (Pty) Ltd and conduct business at Wewe number 8, Tongaat.

3.

3.1 The Intervening party is Abrina 9422 (Pty)Ltd trading as Hariyali Farms duly incorporated according to the laws of the Republic of South Africa and having its registered place of business within the area of jurisdiction of the above Honourable Court at Durban.

3.2 I am duly authorized by the Intervening Party to depose to this affidavit and to institute this application on its behalf.

Handwritten signature and initials in black ink, consisting of a large stylized 'R' and a smaller 'A' to its right.

3.3 The Intervening Party is a sugar cane grower contracted to the Tongaat Hulett Limited to supply sugar cane, and has been so contracted since 2010.

4.

4.1 The Intervening party shall hereinafter be referred to as "Abrina".

4.2 Tongaat Hulett shall hereinafter be referred to as "THL".

5.

5.1 This affidavit is filed in support of an application to intervene in the main application instituted by the Applicants against the Respondent in terms of Uniform Rule 12, alternatively the common law.

5.2 Abrina further intervenes in the application for the winding-up of THL in terms of Section 347 in Act 61 of 1973 (Old Companies Act). Abrina seeks that this Honourable Court exercise its discretion under section 347 of the Old Companies Act to stay the grant of any winding-up order, pending:-

5.1 an investigation, which would be elaborated on hereinafter and for this Honourable Court to direct that the growers contracted to THL caucus and make submissions to this Honourable Court on a date to be confirmed as to how the growers and/or their affiliated bodies can assist in conducting the milling and refinery operations of THL on an interim basis subject to a final conclusion of a mechanism and/or the formation of a cooperative for the continuation of the milling and refinery business of THL.

A handwritten signature, possibly 'J', is enclosed in a large, hand-drawn oval. To the right of the oval are the initials '70'.

- 5.2 an investigation by this Honourable Court into the *bona fides* of the winding-up Application because it would become apparent in the ensuing paragraphs that this application has been contrived.
- 5.3 a determination of the reason for the failure of the Business Rescue Practitioners to approach this Honourable Court for an extension in terms of section 153(1)(a)(ii) of Act 71 of 2008 (New Companies Act) as opposed to launching the contrived winding-up.

6.

Abrina's Locus standi

In terms of Section 128 of the New Companies Act, Abrina is a creditor of the Respondent by virtue of the fact that:-

- 6.1 That THL has during the 2025-2026 season retained a part of the cane proceeds to be paid to Abrina and all other growers on 31 March 2026. This retention sums varies between 5% and 10% of the net proceeds of the 2025-2026 sugar cane season.
- 6.2 Abrina is further a creditor to THL when Abrina had concluded with THL, with the authority of the Applicants, contracts in respect of cane supply and milling on 10 December 2025. Abrina owns and farms two farms totaling about 370 hectares.

A handwritten signature, possibly 'L', is enclosed in a circle. To the right of the circle are the initials 'A'.

6.3 At present THL in addition to the retention payments, is indebted to Abrina in terms of the cane supply and milling agreement, for having Abrina plant additional area under cane for supply to THL.

Copies of the agreements concluded between the Intervening Party and THL are annexed hereto marked "A" and "B" respectively. Accordingly Abrina is an affected party and legally entitled to intervene in the liquidation proceedings and is endowed with the necessary *locus standi*.

7.

I respectfully submit that:-

7.1 the Intervening Party has a direct and substantial interest in the relief sought in the main application, which could be prejudiced by a judgment of the above Honourable Court; and

7.2 this application is made seriously and is not frivolous and the allegations I purport to put before the above Honourable Court will stand as *prima facie* proof of defence in opposition to the relief sought by the Applicants in the main application.

7.3 I respectfully submit that the Application embarked upon by the Applicants against the Respondent had failed to take into account that the winding-up of the Respondent has a vast public interest and is of concern to the growers that are contracted to THL to supply their sugar cane. Further thereto it is almost inconceivable to the public at large that an entity like THL be wound-up to the detriment of the livelihoods and income relied upon by approximately 250 000 (two hundred and fifty thousand) people.

Handwritten signature and initials in black ink, consisting of a large stylized letter 'A' and a smaller symbol to its right.

8.

The Intervening Party intends to oppose the granting of the winding up order in the main application on the basis that the BRPs' have not proven that there is no reasonable prospect of rescue. The Intervening Party may, alternatively, seek an order directing that the business rescue proceedings continue, allowing for the adoption of a new business rescue plan. Due to the failure on the part of the BRP's to properly explore alternate and available rescue options, the Intervening party will seek to have the conduct of the BRPs investigated and to thereafter remove the existing BRPs and to appoint new ones. The Intervening Party also seeks to protect its rights and may also seek *inter alia*, the following orders:

- 8.1 requesting the court to allow additional information to challenge the BRP's assertion that THL is incapable of being rescued;
- 8.2 accessing BRP reports financial statements and documents to properly evaluate the position of THL; and
- 8.3 setting aside dispositions made by the BRP just prior to the liquidation application.

9.

- 9.1 Creditors and affected parties like the Intervening Party have a right to be heard prior to any order placing THL into liquidation. The contrary, would offend against the *audi alteram partem* rule.
- 9.2 The Intervening Party challenges that the Applicants are entitled to approach the court at this stage for an order for the winding up of THL. Any order and/or judgment placing THL into liquidation will seek to regularise the improper conduct of the Applicants as business rescue



practitioners and will have the effect of denuding the Intervening Party and other affected parties from being paid a higher dividend or any dividend at all. This will cause irreparable financial harm to the Intervening Party and the other affected sugar cane growers who have contracted in good faith with THL and with the Applicants in their capacities as duly appointed business rescue practitioners to THL in rescue.

9.3 This will cause the Intervening Party and other affected parties undue prejudice. It is therefore necessary for the Intervening Party to place its case before the above Honourable Court, to enable the above Honourable Court to have a fuller picture of the Applicants' entitlement to the relief claimed.

9.4 I therefore respectfully submit that the Intervening Party has demonstrated that it has a substantial and direct interest in the outcome of the main application, which would warrant the Intervening Party being granted leave to intervene in the main application.

10.

The Intervening Party intends, upon being granted leave to intervene, to file a comprehensive affidavit, setting out in detail the allegations it purports to rely upon before the above Honourable Court, which will stand as *prima facie* defence in opposition to the grant of the relief sought by the Applicants.

11.



Whilst Abrina has embarked herein in its own capacity it is respectfully submitted that there has been suggestions by other growers to join these proceedings or to perhaps launch their own intervention on *inter alia* similar grounds as that of Abrina.

12.

I will set out hereunder in brief the nature of the defence that will be fully particularized by the Intervening Party in its Answering Affidavit, in due course.

The Applicants' winding-up application

13.

- 13.1 The Applicants had been the business rescue practitioners ("BRPs") of THL in excess of three years. The Applicants confirmed that despite having received Post Commencement Funding ("PCF") in excess of 2.5 Billion Rand that they to date, do not have sufficient funds to continue the business of THL.
- 13.2 The Applicants confirm that Vision Sugar Group ("Vision"), who acquired the Lender Group claims, is the main creditor who holds the majority of voting rights in any decision to be made during Business Rescue hence, when Vision refused an extension in terms of section 153 and/or rather imposed unreasonable conditions to provide an extension, the Applicants then decided to move this Application for the winding-up of THL. The appropriate recourse here, was to approach the court to set aside the vote by Vision as being inappropriate.

A handwritten signature in black ink, consisting of a large, stylized letter 'J' or 'I' with a horizontal line extending to the right, followed by a small, separate mark that looks like a stylized 'P' or 'B'.

13.3 It is quite telling that if indeed the Applicants wanted to rescue THL they could have easily approached this Honourable Court for an extension to continue the Business Rescue process rather than to wind up THL.

13.3.1 This point amongst others screams out that the winding-up Application is contrived and designed to exert undue pressure and/or bully the Industrial Development Corporation (“IDC”) into submission to lend Vision the money or further monies to perform in terms of their agreement to purchase THL.

13.4 The Applicants have correctly informed this Honourable Court that the winding-up of THL would directly or indirectly affect 250 000 (two hundred and fifty thousand) people, this is certainly a catastrophe to be avoided.

13.5 The Applicants did not take this Honourable Court into their confidence to categorically and clearly inform his Honourable Court that they had conducted the business of THL for 3 years and despite the payment moratorium in terms of the Act, that THL could not be rescued, in fact the Applicants have, over the period of the Business Rescue proceedings, provided the affected parties and CIPC with reports on a monthly basis that THL was capable of being rescued. The affected parties only got wind that the Applicants were contemplating winding up THL in February 2026. This omission in the Application papers suggest that the Applicants motive in winding-up THL, is sinister.

13.6 The Applicants in their Application papers have been frugal with the truth and/or information as to the profitability or otherwise of THL. The historic debt of the THL with the Lender Group is no secret and hence the Applicants ought to have informed this Honourable Court whether or not, in the three year period that they were administrating THL, whether any profits or otherwise were made.

A handwritten signature in black ink, consisting of a large, stylized loop followed by a horizontal line and a small flourish. To the right of the signature are the initials 'AB'.

13.7 The Applicants had confirmed having received a demand from Vision in respect of the 11,7 billion Lender Group debt which triggered the winding-up proceedings.

13.7.1 It is abundantly known that Vision acquired the Lender Group debt and hence stand in the shoes of the Lender Group.

13.7.2 Standard Bank had provided a letter, which letter was a confirmation of funds, stating that Vision had sufficient funds to not just purchase THL, but also to pay the Lender Group. Quite evidently, Standard Bank had misrepresented to the Applicants that Vision was a financially capable to purchase THL.

13.7.3 It is respectfully submitted that the Applicants ought to have considered legal action against Standard Bank arising from the letter in which Standard Bank confirmed that Vision was financially capable of performing its undertakings under the amended Business Rescue plan. It is abundantly clear that the Applicants would have relied on this representation in proceeding with Vision as the controlling creditor. When Vision subsequently failed to perform, the Applicants did not seek to hold Standard Bank accountable for its misrepresentation. The failure to institute proceedings against Standard Bank, or even to take this Honourable Court into their confidence and place this issue before this Honourable Court, raises serious questions as to the *bona fides* of the Applicants and further demonstrates that the winding-up application is contrived because the Applicants have other alternatives. Further this also calls into question whether Vision, not having paid the outstanding monies in respect of the Lender Group debt has the requisite *locus standi* to cast a vote let alone call up the Lender Group debt as a creditor, which demand was purportedly the catalyst to these liquidation proceedings.

A handwritten signature, possibly 'R', is written in black ink. To its right, the letter 'D' is written in a similar style.

13.8 The deal concluded between the Applicants and Vision and between Vision and the Lender Group is one that needs to be probed and investigated and both Vision and Standard Bank ought to be called upon to explain the deals and their role in the corporate hijacking of THL. Vision with the help of Standard Bank confirmed *inter alia*,

13.8.1 That Vision was in a position to purchase the Lender Group claim amounting to R 12 billion held by the banks, albeit at some secret discounted amount.

13.8.2 That it would be in a position to repay or refinance the PCF provided by IDC.

13.8.3 That it would be able to set aside the sum of R 575 million in an escrow account to settle the indebtedness of THL to the South African Sugar Association ("SASA").

13.8.4 That it would be able to pay the sum of R 75 million to the other ordinary unsecured creditors.

13.9 Standard Bank should be called upon to explain its role and not hide behind the veil of the current and ongoing litigation by the Applicants and THL.

13.10 The Applicants had confirmed that they did not choose Vision as the buyer but that Vision having purchased the Lender Group claims that they had become the controlling creditor and imposed its own Business Rescue plan on the Applicants.



14.

I do not wish to get embroiled or elaborate on the issues between the Applicants and the competing bidder, RGS of Mozambique, suffice to state that it is clear as day ,that Vision, the Applicants and Standard Bank had in haste confirmed that Vision had the wherewithal to purchase the Lender Group claims and to pay IDC for the PCF, to pay SASA and the concurrent creditors. With respect this was a complete and utter misrepresentation by Standard Bank. Standard Bank cannot be allowed to act in such a manner and be complicit with Vision.

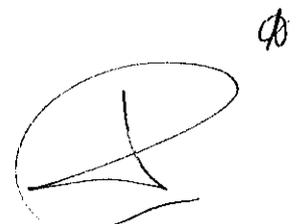
14.1 Whatever the Applicants' issue may be with RGS, my complaint is simply the content and the timing of the conduct of the Applicants, Vision, Standard Bank and the Lender Group. It is respectfully submitted that all had at that time acted in concert to thwart any other bidder, in this case RGS.

The approval of the business rescue plan in January 2024

15.

The Business Rescue plan was approved in January 2024 where Vision had voted in favour of the plan on the basis that they had purchased the Lender Group claims and hence stood in the shoes of the major banks at that time where Vision, due to the might of its voting rights had dictated the Business Rescue process.

15.1 It had come to light much later that the Vision Group had only received transfer of the bank's claim and its securities in May 2025.

A handwritten signature or set of initials, possibly 'A', enclosed in a large, loopy oval shape. There is a small circled mark above it.

15.1.1 It is respectfully submitted that at the time of the voting and plan in January 2024, Vision did not legally stand in the shoes of the Lender Group, hence it is for this Honourable Court to determine if a valid plan was adopted in January 2024.

15.1.2 Whilst Vision had purchased the Lender Group claims at a discount it is submitted that Vision had not paid or had not fully paid the Lender Group but nevertheless continued to leverage the Lender Group debt in order to take control of the Respondent and to control the process, a situation that the Applicants remain silent on because it is the Applicants that ought to have been in control of the Business Rescue process.

16.

It is respectfully submitted that if and when this Honourable Court is fully appraised of the situation of THL prior to the commencement of Business Rescue and post the commencement of Business Rescue, it will become apparent that THL was rendered completely vulnerable for corporate vultures to simply benefit from the century old company.

THL

17.

The history of THL is well known. The growth of THL has resulted in the development of the sugar industry in South Africa which in turn created opportunities for growers, facilitated opportunities for job creation and that had continued for many decades. As a result it is no secret that THL, directly or indirectly, is responsible for the livelihoods of at least 250 000 people.



- 17.1 THL is responsible to mill the cane of approximately 15 000 growers ranging from small scale to commercial growers, which growers are responsible for the staff they employ.
- 17.2 Majority of the growers are under contract to supply THL with the sugar cane that they grow. In the absence of the existence of THL, 15 000 growers would not have a mill to send their sugar cane to, which is critical as the season starts in April 2026.
- 17.3 The sugar industry in KZN at present, through THL, would become debunked if drastic steps are not taken sooner rather than later.
- 17.4 THL as the miller and refiner of sugar is responsible to the small scale and commercial farmers. It is submitted that there is a symbiotic relationship between THL and the growers. However at present, having regard to the status of THL, it is the growers that face the brunt of the failure of THL in rescue.
- 17.5 THL as a corporate entity may well end up being liquidated at the behest of its creditors, a consequence designed by THL itself and a consequence wrongfully and unlawfully fueled further by the Business Rescue process and the corporate hijacking by Vision.

18.

Other assets of THL

90


It is rather curious and peculiar that the Applicants had again not taken this Honourable Court into its confidence by addressing the other and/or related assets of THL, namely, Voermol Feeds (Pty) and Tongaat Hulett Development (Pty)..

18.1 When THL commenced Business Rescue proceedings in October 2022, the Applicants as the controlling bodies of Voermol Feeds (Pty) and Tongaat Hulett Development (Pty). had caused Voermol Feeds (Pty) and Tongaat Hulett Development (Pty). to commence Business Rescue proceedings. It is a pitiful situation that the Applicants had not seen it fit to utilize these assets to reduce and/or eradicate the debts of THL for the greater cause/good of having to rescue THL. It is respectfully submitted that this Honourable Court should call upon the Applicants to provide a full and frank disclosure as to the status of Voermol Feeds (Pty) and Tongaat Hulett Development (Pty). and to explain to this Honourable Court why in the consideration of the Business Rescue process that these two perhaps remarkably valuable assets could not assist in the successful rescue of THL.

19.

It is respectfully submitted that the “behind the scene” shenanigans, the corporate hijacking and the conduct of the Applicants, THL, the Lender Group, Vision and Standard Bank’s misrepresentation cannot and should not be allowed to punish the growers. Hence it is submitted that this Honourable Court allow Abrina to intervene in these proceedings for the purposes of a full and proper investigation into THL and to allow and invite the growers of sugar cane to submit and make proposals as to the future of the milling and refining business of THL.

19.1 It is further submitted that in the light of the precarious position of THL it will be in the interest of the sugar cane farming community to have a say in the operations of THL and it is submitted that the growers as a group are perhaps



①

the best suited to conduct the business of THL together with its affiliate bodies. I say so because there can be no better commitment and interest in the wellbeing of THL than that which can and will be offered by the growers.

20.

In the circumstances set out above, it is respectfully submitted that:-

20.1 Abrina, as a creditor and affected person, has a direct and substantial interest in these proceedings and is entitled to intervene.

20.2 The Applicants' winding-up application is contrived as the Applicants failed to pursue alternate remedies available to them, including, but not limited to:-

20.2.1 an extension in terms of Section 153 of the New Companies Act;

20.2.2 proceedings against Standard Bank arising from its misrepresentation of Vision's financial capacity;

20.2.3 proceedings to set aside the vote of Vision as inappropriate, which may also include proceedings to declare the invalidity of the amended business rescue plan in light of the fact that as at the time that Vision proposed and voted in favour of the plan, Vision did not have the requisite *locus standi* to do so.

A handwritten signature, possibly 'J', is enclosed in a large, hand-drawn oval. To the upper right of the oval, there is a small, handwritten symbol that resembles a circled 'A' or a similar character.

20.2.3 gearing and utilizing the other valuable assets, Voermol Feeds (Pty) and Tongaat Hulett Development (Pty)., of THL in an attempt to reduce and/or eradicate the debt of THL.

20.3 The Applicants fail to take into account the interest of all interested parties and that the contrived demise of THL would be a catastrophe. The Applicants in approaching this court for provisional liquidation, do so in the knowledge that their own fees, which are considerable and was racked over 37 months of business rescue, are secure.

20.4 There are several matters which will require interrogation by the above Honourable Court and will require involvement of various stakeholders like the Intervening Party, which include *inter alia*, the following:

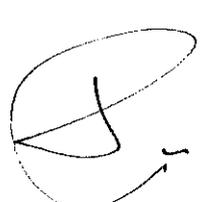
20.4.1 Did Vision misrepresent its true position at the critical 2024 creditor's vote and if so, does that nullify the result or render it inappropriate?

20.4.2 Did the Applicants (as BRPs) wittingly or unwittingly aid this improper process? In this regard RGS has claimed that the Applicants acted in breach of their statutory obligations in that they:

20.4.2.1 intentionally withheld the true status of the implementation of the amended business rescue plan from affected parties; and

20.4.2.2 failed to implement the Plan according to its terms by conceding to Vision's unilaterally imposed conditions and requirements which were, on the Applicant's own version extraneous to the plan."

This will be need to be interrogated by the Court.

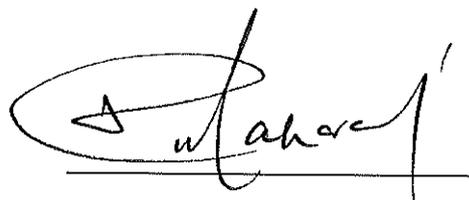
ⓐ


20.4.3 Is Vision's claimed security for the R 11.73 billion debt actually valid and enforceable?

21.

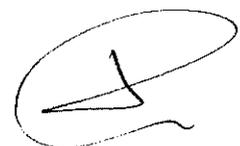
I accordingly respectfully submit that for the reasons set forth hereinabove, that the Intervening Party should be granted leave to intervene and be given an opportunity to file an answering affidavit in the main application.

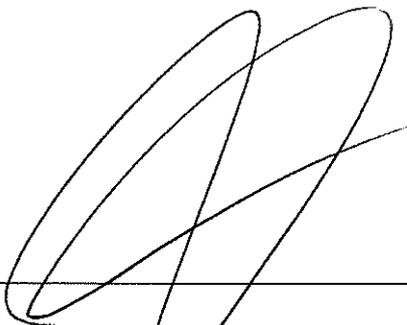
WHEREFORE the Intervening Party respectfully prays for an order in terms of the Notice of Motion in the Intervention Application, which is prefixed hereto.



DEPONENT

I CERTIFY THAT the Deponent has acknowledged that she knows and understands the contents of this affidavit, which was signed and sworn to before me at Durban on this 23rd day of February 2026 ²⁰²⁴, the provisions of Regulations contained in Government Notice R1258 dated July 1972 as amended, having been duly complied with. ^A





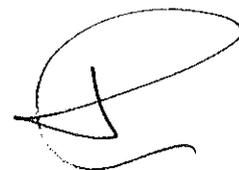
COMMISSIONER OF OATHS

FULL NAME :

CAPACITY :

ADDRESS :

ALESHIA RAMNANAN
COMMISSIONER OF OATHS
PRACTISING ATTORNEY
Unit 3c, Level 1, Glass House Office Park,
309 Umhlanga Rocks Drive



RESOLUTION

At a meeting of board of directors of ABRINA 9422 (PTY) LTD, REGISTRATION NUMBER 2008/022530/07.

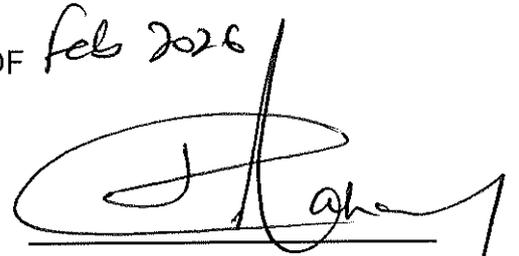
Held on the 20th day of FEBRUARY 2026

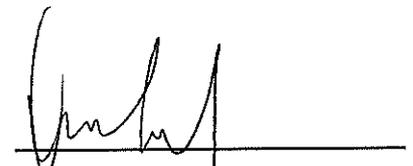
IT WAS RESOLVED:

At the Meeting of Directors it is resolved:-

1. That Kadarnath Maharaj is hereby appointed and authorised to sign all documents and affidavits in respect of Abrina 9422 (Pty) Ltd in respect of any and all legal proceedings

DATED AT Umhlanga ON THIS 23 DAY OF Feb 2026


KADARNATH MAHARAJ


VYAS KADARNATH
MAHARAJ


ADHARSH KADARNATH
MAHARAJ

 A

"A"



THE FOLLOWING AGREEMENT AFFECTS THE RIGHTS AND OBLIGATIONS OF THE GROWER AND CONTAINS IMPORTANT ACKNOWLEDGMENTS AND UNDERTAKINGS WHICH BIND THE GROWER AND ARE REQUIRED TO BE BROUGHT TO THE ATTENTION OF THE GROWER IN TERMS OF THE CONSUMER PROTECTION ACT NO.68 OF 2008. PLEASE READ ALL TERMS CAREFULLY. ALL QUERIES SHOULD BE REFERRED TO THE COMPANY BEFORE SIGNING.

TONGAAT HULETT LIMITED
(t/a Tongaat Hulett Sugar)
(In Business Rescue)
Company Registration Number 1892/000610/06
("the Company")

and

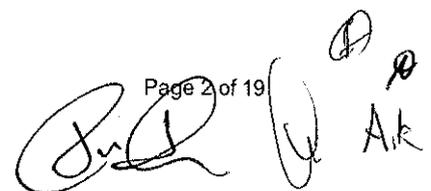
ABRINA 9422 PTY LTD
(t/a Hariyali Farms)
Company Registration Number 2008/022530/07
("the Grower")

CANE SUPPLY and MILLING AGREEMENT

A collection of handwritten signatures and initials in black ink, located in the bottom right corner of the page. The signatures are stylized and appear to be from multiple individuals.

TABLE OF CONTENTS

1. INTERPRETATION 3
2. RECORDAL 4
3. SUPPLY OF CANE BY THE GROWER TO THE COMPANY 5
4. CANE FARMING OPERATIONS 6
5. PAYMENT 6
6. CANE ESTABLISHMENT ASSISTANCE 6
7. ENTERPRISE AND SUPPLIER DEVELOPMENT 7
8. MILL GROUP BOARD RULES 7
9. SECURITY AND RELEASE 8
10. CESSION AND ASSIGNMENT 8
11. FORCE MAJEURE 9
12. LOCAL GROWER COUNCIL 10
13. DURATION 10
14. SUPPLIER CODE OF CONDUCT 10
15. BREACH 10
16. ARBITRATION 10
17. DOMICILIA 11
18. GENERAL 13
19. COSTS 13
20. SIGNATORIES 13
ANNEXURE A 15
ANNEXURE B 16
ANNEXURE C 17
ANNEXURE D 19

Page 2 of 19
Handwritten signatures and initials, including a large signature on the left, a circled 'W' in the middle, and initials 'AK' on the right.

1. INTERPRETATION

- 1.1. **"Affected Party"** shall mean the party giving notice of force majeure.
- 1.2. **"Agreement"** means this written Agreement together with the annexures and schedules hereto as amended, varied, novated or supplemented from time to time.
- 1.3. **"Assignee"** shall mean a successor in title of the Company as owner of the Mill, which agrees to undertake the obligations of the Company in terms of this Agreement.
- 1.4. **"Business Days"** means any day other than a Saturday, Sunday or public holiday declared as such in the Republic of South Africa.
- 1.5. **"Cane"** shall mean sugar cane.
- 1.6. **"Cane Establishment Area"** shall mean the area of the Farm planted to Cane in terms of the Horizontal Growth Initiative, in extent 80 (Eighty) hectares, or the area so determined by the Company as a result of a physical inspection and measurement of the actual area planted once this has occurred.
- 1.7. **"Commencement Date"** means the Date of Signature.
- 1.8. **"Company"** shall mean Tongaat Hulett Limited t/a Tongaat Hulett Sugar (in business rescue), Registration Number 1892/000610/06, its successor in title or assigns.
- 1.9. **"Company Manager"** means the relevant Land Reform Extension Area Manager or as otherwise appointed by the Company.
- 1.10. **"Date of Signature"** means the date this Lease is signed by the last Party to sign it, provided that both Parties sign it.
- 1.11. **"Farm"** shall mean:
- 1.11.1. Remainder of the Farm Lot 66 No. 6392, Registration Division FU, Province of KwaZulu-Natal in extent 84,1291 (Eighty-Four comma One Two Nine One) hectares;
 - 1.11.2. Portion 3 of Lot 6619 No. 2630, Registration Division FU, Province of KwaZulu-Natal in extent 92,9892 (Ninety-Two comma Nine Eight Nine Two) hectares;
 - 1.11.3. Remainder Lot 66 No. 2630, Registration Division FU, Province of KwaZulu-Natal in extent 47,4697 (Forty-Seven comma Four Six Nine Seven) hectares;
- of which the Grower is the operator or possesses a right to occupy, bordered in red on the Map.
- 1.12. **"Grower"** shall mean Abrina 9422 Pty Ltd t/a Hariyali Farms, Registration Division 2020/549880/07, or its successors in title as successors in title as owner, operator or legal occupier of the Farm.

- 1.13. **"Grower Registration Number"** shall mean the grower code allocated by the South Africa Sugar Association and/or the Mill Group Board in respect of Cane deliveries from the Farm.
- 1.14. **"Horizontal Growth Initiative"** means the an initiative set up by the Company in terms of which the Grower is financially assisted, subject to certain criteria, to plant additional land to Cane or to replant ex-Cane lands to Cane, as the case may be, by contributing towards the cost of cane establishment as detailed in **clause 6**.
- 1.15. **"Map"** means **Annexure A** attached.
- 1.16. **"Mill"** or **"Grower's Home Mill"** shall mean the Company's Mill at Amatikulu or, subject to **clause 10.3**, such other mill as may be designated by the Company as the Grower's Home Mill.
- 1.17. **"Mill Group Board"**, **"Local Grower Council"** and **"Home Mill"** have the meanings assigned to those expressions in the Sugar Industry Agreement.
- 1.18. **"Minimum Area"** shall mean 80 (Eighty) hectares on the Farm, subject to any adjustment contemplated in **clause 9**.
- 1.19. **"Seedcane"** means Cane approved by the Local Pest, Disease and Variety Control Committee for use as planting material for the propagation of Cane.
- 1.20. **"Sugar Industry Agreement"** means any Agreement which has the force of law and which regulates the division of proceeds between millers and growers.
- 1.21. **"Transport Subsidy"** means the subsidy provided to the Grower by the Company in relation to additional costs for the transport of the Cane to the Mill, the terms of which are set out in **Annexure D**.
- 1.22. **"Year"** means a period of 12 (Twelve) consecutive months commencing on 1 April and terminating on 31 March of the following year.

Unless the context clearly indicates a contrary intention, words importing the singular number shall include the plural and vice versa and words importing any gender shall include the other gender, and words importing persons shall include corporate bodies and vice versa.

2. RECORDAL

- 2.1. The Grower has made a successful application to the Company to be a recipient in its Horizontal Growth Initiative, in terms of which the Cane Establishment Area will be planted to Cane.
- 2.2. The Grower wishes to secure milling capacity at the Mill for the Cane grown on the Farm and the Company wishes to secure the supply of the aforesaid Cane from the Grower to the Mill.
- 2.3. The Grower has agreed to offer the Cane grown and harvested on the Farm during the period of this Agreement to the Company.

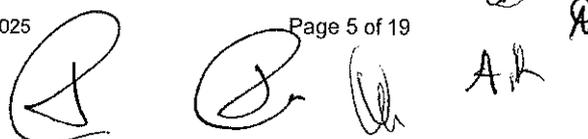
- 2.4. The Company has agreed to provide the Grower with the Transport Subsidy during the period of this Agreement in accordance with the terms set out on **Annexure D**.

IMPORTANT ACKNOWLEDGMENTS BY GROWER:

- 2.5. The Grower acknowledges that to secure milling capacity at the Mill and for the Company to secure the supply of Cane to be delivered to the Mill, it is imperative the Minimum Area is retained under Cane, all Cane grown and harvested on the Farm is committed to the Mill, and accordingly this Agreement is binding on the Grower's successors in title as owners or occupiers of the Farm.
- 2.6. The Grower acknowledges the benefit accruing to it by virtue of the available milling capacity and acknowledges and agrees the long-term commitment it is undertaking in terms of this Agreement.
- 2.7. The Grower acknowledges that all the terms and conditions contained in this Agreement have been explained to the Grower and the Grower has had an opportunity to read, consider and understand the Agreement and obtain independent advice regarding the contents of this Agreement from a cane growers' association and any other person required by the Grower.

3. SUPPLY OF CANE BY THE GROWER TO THE COMPANY

- 3.1. The Grower hereby agrees and undertakes to:
- 3.1.1. Plant the Cane Establishment Area to Cane by 31 January 2026;
 - 3.1.2. Maintain the Minimum Area under Cane for the duration of the Agreement and to deliver harvested Cane to the Company at the Mill using the Grower Registration Number.
- 3.2. The Company undertakes to accept delivery at the Mill of all of the Cane harvested from the Farm excluding any Cane which the Mill Group Board determines is so unsuitable that it would be uneconomical to mill it and that quantity of Seedcane which is:
- 3.2.1. Required in terms of normal agricultural practice for replanting of the cane lands on the Farm from time to time; and/or
 - 3.2.2. Sold to other growers within the jurisdiction of the same Mill Group Board for seed purposes.
- 3.3. For the purpose of clarity and avoidance of doubt, it is recorded that the intention of the Parties being that the Grower shall ensure that at the very least, the Minimum Area is farmed with Cane and delivered to the Mill. Notwithstanding, in event that the Grower farms Cane on the Farm, in excess of the Minimum Area, then in such event, the Grower shall be obliged to deliver all the Cane farmed on the Farm to the Mill.

Handwritten signatures and initials at the bottom right of the page. There are four distinct signatures or initials, including one that appears to be 'AR' and another that looks like 'D'.

- 3.4. If the Grower delivers Cane to the Mill in breach of this Agreement, the Company shall be entitled to claim liquidated damages equal to the notional value of such Cane as determined in accordance with the Sugar Industry Agreement, without prejudice to its rights of termination under **clause 15**.

4. CANE FARMING OPERATIONS

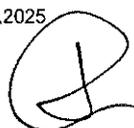
- 4.1. The Grower agrees and undertakes at all times to conduct its Cane farming operations according to sound agricultural practise and exercise good Cane farming husbandry in respect of the Cane grown on the Farm.
- 4.2. Should the Grower fail to comply with such standards, the Company shall be entitled, on written notice, to suspend any financial incentives, transport subsidies or other benefits due under this Agreement until such compliance is achieved. Repeated or material failure to comply shall constitute a material breach entitling the Company to terminate this Agreement in accordance with **clause 15**.
- 4.3. To ensure the Grower complies with its obligations in terms of **clause 4.1**, the Company shall have the right through its authorised representatives to inspect the Cane farming operations carried out by the Grower on the Farm after 7 (Seven) Business Days written notice by the Company. Such inspection shall take place on the date and time specified in the said notice which shall be undertaken within a period of 7 (Seven) Business days after the expiry of the said notice period. The Grower and/or his representatives shall be entitled to be present when such inspection takes place.

5. PAYMENT

- 5.1. Save as specifically otherwise provided herein, payment to the Grower shall be governed by the Sugar Industry Agreement read together with any ancillary Agreement that may be in force between the Company and the Grower's Local Grower Council.
- 5.2. The Transport Subsidy shall be governed by the provisions of **Annexure D**.

6. CANE ESTABLISHMENT ASSISTANCE

- 6.1. The Company shall subsidise the once-off cost of establishing the Cane Establishment Area to Cane, as contemplated in **clause 2.1**, to the value of R10 430.00 (Ten Thousand Four Hundred and Thirty Rand) per hectare ("**Planting Incentive**").
- 6.2. The Planting Incentive shall be remitted to the Grower in accordance with the Planting Incentive Procedure recorded in **Annexure B**.
- 6.3. Should the Grower fail to comply with the requirements of **clause 6.2** read together with **Annexure B**, the Company shall have no obligation to pay the Planting Incentive envisioned in terms **clause 6.1**.



AK

AP

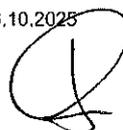
- 6.4 In the event that the Grower: (i) fails to maintain the Cane Establishment Area to Cane for the duration of the Agreement; or (ii) commits a material breach of this Agreement, the Company shall be entitled to recover the Planting Incentive already paid to the Grower, which amounts shall be immediately due and payable, or may be set-off against any amounts otherwise payable to the Grower under this Agreement. The foregoing shall be without prejudice to any other rights that the Company may have in terms of this Agreement or in law.

7. ENTERPRISE AND SUPPLIER DEVELOPMENT

- 7.1. Both parties acknowledge and agree that:
- 7.1.1. The Company will assist the grower as an Enterprise and Supplier Development beneficiary as contemplated in the Broad Based Black Economic Empowerment Act and subsequent Codes of Good Practice;
 - 7.1.2. An Enterprise and Supplier Development relationship exists between them, and agree that there is a quantifiable financial benefit being offered by the Company to the Grower;
 - 7.1.3. This Enterprise and Supplier Development relationship will exist for the duration of this Agreement.
- 7.2. At the request of the Company, the Growers undertakes to provide to the Company:
- 7.2.1. An empowerment certificate/affidavit which confirms that it has least 51% black owned and will have at least a Level 2 broad-based black economic empowerment scorecard;
 - 7.2.2. An empowerment certificate/affidavit which confirms that it is an Exempt Micro Enterprise (EME) as defined by the Broad-Based Black Economic Empowerment Codes of Good Practice.

8. MILL GROUP BOARD RULES

The Company and Grower undertake at all times during the currency of this Agreement to comply with the rules promulgated from time to time by the Mill Group Board.



A
B
AIR

9. SECURITY AND RELEASE

IMPORTANT RESTRICTION ON THE TRANSFER, SALE, DISPOSAL OR LEASE OF THE FARM

- 9.1. The Grower shall not transfer, sell, dispose of or lease the Farm or any portion thereof without the prior written consent of the Company. The Company shall be entitled, in its sole discretion, to withhold consent where the proposed transferee or lessee does not have the proven financial standing, operational capacity or commitment to continue Cane farming operations to the Company's satisfaction. Any transferee or lessee approved by the Company shall be required to enter into a Cane Supply and Milling Agreement on substantially the same terms and shall provide such guarantees or security as the Company may reasonably require.
- 9.2. The Company will grant its consent to a lease by the Grower of the Farm or any subdivision thereof, provided that the lease does not relieve the Grower of its obligations under this Agreement and for the duration of the lease the lessee signs a document approved by the Company in terms of which the lessee binds himself jointly and severally with the Grower to the Company for the due fulfilment by the Grower of all of the Grower's obligations in terms of this Agreement to the extent that those obligations relate to the leased area. ***(The effect of the lessee binding himself jointly and severally with the Grower will be that the lessee will be obliged to keep the Minimum Area under Cane (or a portion of the Minimum Area, depending on the subdivision(s) of the Farm leased to the lessee) and to ensure that the Cane produced on the Minimum Area is delivered to the Company for crushing.)***
- 9.3. The Grower undertakes, in favour of the Company, that:
- 9.3.1. The Agreement, in terms of which the Grower sells or disposes of the Farm or any subdivision of the Farm, will not take effect until the Company has granted its consent; and
- 9.3.2. It will do all things and sign all documents that may be necessary to procure that the new owner enters either into a Cane Supply and Milling Agreement with the Company on substantially the same terms and conditions as those set out in this Agreement, or takes over and assumes all the rights and obligations of the Grower in terms of this Agreement.

10. CESSION AND ASSIGNMENT

AGREEMENT NOT TO TRANSFER RIGHTS AND OBLIGATIONS:

- 10.1. In terms of the provisions of **clause 9**, the Grower shall not be entitled to cede or assign any of its rights or delegate any of its obligations in terms of this Agreement without the prior written consent of the Company, which consent shall not be unreasonably withheld or delayed.

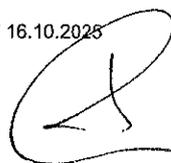
Handwritten signatures and initials: A large stylized signature, a signature that appears to be 'Su', and a circular stamp or mark.

Handwritten initials 'AR' with a circled 'A' above them.

- 10.2. The Company shall have the right to cede and assign its rights and obligations in terms of this Agreement to an Assignee and shall not be required to obtain the prior approval/consent of the Grower. In this regard, the Grower waives its right to approve/consent to any such assignment. The Company shall however inform the Grower of such cession or assignment once same has taken place.
- 10.3. The Company shall have the right to change the Grower's Home Mill to a mill other than the Mill, but if it does so the Company shall compensate the Grower for any reasonable additional transport costs incurred by the Grower and the Company shall pay the reasonable costs incurred by the Grower in having to effect, as a consequence of the change of mill, modifications to its Cane transport facilities.

11. FORCE MAJEURE

- 11.1. For the purposes of this Agreement force majeure includes any circumstance which is beyond the reasonable control of the Affected Party which, if beyond such control, shall include but not be limited to pandemic or epidemic, civil commotion, mob violence, sabotage, boycott, fire, explosion and breakdown of machinery lasting longer than 4 (Four) Business Days.
- 11.2. A labour dispute, strike or lockout will be deemed to be an event of force majeure even if it could have been avoided or resolved by the Affected Party acceding to demands.
- 11.3. The Affected Party shall give written notice thereof to the other immediately upon the occurrence of an event of force majeure. The performance by the parties of their obligations in terms of this Agreement shall be suspended while force majeure subsists.
- 11.4. If the Company's milling operations at the Mill are suspended as a result of force majeure, the Company shall not be obliged to take delivery of any Cane during the period of such suspension and shall not be liable for any loss or damage sustained by the Grower arising, whether directly or indirectly, out of its failure to do so. The Company shall be entitled but not obliged to divert the Grower's Cane to another mill during the period of such suspension and shall compensate the Grower for any reasonable additional transport costs incurred by the Grower as a result of the diversion. If the Company does not exercise its right to divert the Grower's Cane to another mill the Grower may, at its cost, deliver Cane to a third party during the period of the said suspension, provided that such deliveries shall be made rateably to the third party in accordance with the Grower's delivery allocation to the Mill.



AK

12. LOCAL GROWER COUNCIL

In addition to the terms set out in this Agreement and in the Sugar Industry Agreement the supply of Cane by the Grower to the Company shall also be governed by any Agreement which may be in force from time to time between the Company and the Grower's Local Grower Council and the Grower agrees to be bound by any such Agreement. If there is a conflict between this Agreement and an Agreement which is in force between the Company and the Local Grower Council, the Local Grower Council Agreement will prevail.

13. DURATION

- 13.1. Subject to **clauses 13.2 and 13.3** this Agreement shall commence on the Commencement Date and shall terminate on 31 March 2036.
- 13.2. If there ceases to be a Sugar Industry Agreement, this Agreement will terminate.
- 13.3. If the Mill is permanently closed this Agreement will terminate.

14. SUPPLIER CODE OF CONDUCT

Tongaat Hulett Limited is a company within the Tongaat Hulett Group, which aspires to be a responsible corporate citizen and hence requires its suppliers and service providers to adhere to and abide by the fundamental principles concerning ethical business conduct. Accordingly, as an approved supplier to the Company, the Grower shall adhere to the THL Supplier Code of Conduct recorded in **Annexure C**.

15. BREACH

Should either Party commit a breach of any of its obligations in terms of this Agreement and fail to remedy such breach within 7 (Seven) Business Days of written notice, the non-defaulting Party shall be entitled, in addition to any other remedies in law, to: (i) enforce specific performance, (ii) recover damages, and/or (iii) cancel this Agreement with immediate effect. Notwithstanding the aforesaid, the Company shall be entitled to cancel this Agreement forthwith if the Grower: (a) fails to maintain the Minimum Area of Cane for 2 (Two) consecutive seasons, (b) delivers Cane to any third party in breach of clause 3; or (c) is placed under liquidation, business rescue or sequestration proceedings. It is recorded that the Grower shall not have any claim against the Company for any indirect, consequential, special or punitive loss or damages whatsoever including loss of profits.

16. ARBITRATION

- 16.1. If any dispute arises between the parties to this Agreement at any time in regard to:
- 16.1.1. Any matter arising out of or relating to this Agreement;
- 16.1.2. The interpretation of this Agreement;
- 16.1.3. The termination of this Agreement or any matter arising out of the termination of this Agreement;

16.1.4. A claim for rectification of this Agreement;

then the party claiming the dispute shall communicate the dispute by delivery of a written notice to the other party and the parties shall endeavour to resolve their differences by a process of negotiation.

16.2. If the parties are not able to reach Agreement within 10 (Ten) Business Days of delivery of the notice, either party may elect to have the dispute submitted to and decided upon by arbitration.

16.3. The arbitration shall be held in Durban.

16.4. The arbitrator shall be a retired judge or senior counsel of not less than 5 (Five) years' experience, mutually agreed upon between the parties. If the parties fail to reach Agreement regarding the appointment of an arbitrator, either of the parties may request the Association of Arbitrators to appoint an arbitrator, being a retired judge or senior counsel of not less than 5 (Five) years' experience, in which event the standard administrative procedures, schedule of costs and the Rules of the Association of Arbitrators shall apply.

16.5. The language to be used in the arbitration proceedings shall be English.

16.6. The arbitrator may:

16.6.1. Rely upon his expert knowledge and experience;

16.6.2. Receive and take into account such written and oral evidence as he shall determine to be relevant, whether or not admissible in law, and attribute such weight to it as he shall deem appropriate;

16.6.3. Make one or more interim awards;

16.6.4. Appoint an assessor, valuer or other expert to assist him.

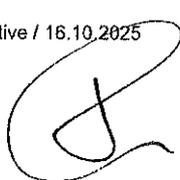
16.7. The decision of the arbitrator shall be final and binding on the parties and there shall be no right of appeal.

16.8. Nothing contained herein shall be construed as limiting a party from seeking urgent relief from a competent Court.

16.9. This clause will remain in force notwithstanding the termination of the Agreement of which it forms a part.

17. DOMICILIA

17.1. For all purposes of this Agreement, including the giving of the notices referred to in this Agreement, the parties choose as their respective *domicilia citandi et executandi* the undermentioned addresses:



The Company:

Domicilium and Street Address: Amanzimnyama Hill Road
Tongaat, 4399

Postal Address: P O Box 3
Tongaat, 4400

Email: LegalContracts@tongaat.com

The Grower:

Domicilium and Street Address: 45 St. Pauls Ave Roseville Hills
Durban

Postal Address: As above

E-mail: naharaj@knaharajinc.co.za

Cellphone number: 0833249203

17.2. Any notice which:

17.2.1. is delivered by hand to an officer or manager of the addressee during the normal business hours of the addressee at its *domicilium citandi et executandi*, shall be deemed to have been received by the addressee at the time of delivery; or

17.2.2. is posted by pre-paid registered post to the addressee at its *domicilium citandi et executandi*, shall be deemed to have been received by the addressee on the seventh day after the date of posting; or

17.2.3. is transmitted by e-mail to the addressee at its *domicilium citandi et executandi*, shall be deemed to have been received by the addressee on the date of transmission, or, if the transmission is made out of normal business hours, on the first business day following the date of transmission.

17.3. Either party is entitled from time to time by written notice to the other to change any of its or his domicilium addresses to any other address within the Republic of South Africa, provided that the street address shall be an address at which the service of legal processes can be effected.

17.4. Notwithstanding anything to the contrary contained herein, a written notice or communication actually received by a party shall be adequate written notice or communication to it notwithstanding that it was not sent to or delivered to its chosen *domicilium citandi et executandi*.

18. GENERAL

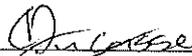
- 18.1. This Agreement constitutes the entire agreement between the Parties in relation to the subject matter hereof and supersedes and replaces any and all prior agreements, undertakings, representations or arrangements, whether oral or written, between the Parties concerning the supply and milling of Cane from the Farm. No Party shall be bound by any undertakings, representations, warranties, promises or the like not expressly recorded in this Agreement.
- 18.2. No purported amendment or modification of this Agreement shall be valid unless in writing and signed by both parties.
- 18.3. The failure of either party at any time to require performance of any term of this Agreement shall not affect the right of such party to require performance of that term or of any other term in the future. No waiver by either party with respect to a breach of any term of this Agreement shall be construed as a waiver with respect to any continuing or subsequent breach of that term, or as a waiver of any other right under this Agreement.
- 18.4. Nothing in this Agreement shall be construed as binding the parties to the provisions of the Consumer Protection Act No. 68 of 2008 in instances where the Consumer Protection Act No. 68 of 2008 would not otherwise be binding on them by virtue of its provisions. Explanatory notes in italics are intended for guidance for the purposes of the Consumer Protection Act No. 68 of 2008 only and are not to be taken as an exhaustive explanation of the correct meaning (legal or otherwise) of any term or concept.

19. COSTS

The Company shall bear all the costs incurred in connection with the preparation of this Agreement.

20. SIGNATORIES

Tongaat Hulett Limited

Signature: 

Name: Guy Ducasse

Designation: Head of Cane Supply
(who by his/her signature hereto warrants his/her authority)

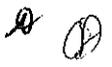
Date: 10/12/2025

Place: Tongaat


  A.K.

Abrina 9422 Pty Ltd

Signature: 
Name: Kadarra M Maharey
Designation: Director
(who by his/her signature hereto warrants his/her authority)
Date: 9/12/2025
Place: Durban

ANNEXURE A



Handwritten signatures and initials are present at the bottom of the page, including a large stylized signature, a smaller signature, and the initials 'A.H.' followed by a circled 'A'.

ANNEXURE B**THE PLANTING INCENTIVE PROCEDURE**

The Planting Incentive shall be remitted by the Company to the Grower in accordance with the following procedure:

1. Upon the Company's adjudication and approval of the Grower's Horizontal Growth Initiative application, the Grower will be issued with an authority number after which point the Grower is able to commence with planting activities on the Cane Establishment Area.
2. The Grower is to complete all planting activities on the Cane Establishment Area at their own cost.
3. The Grower will be required to procure approved Seedcane for the purpose of the planting to be conducted in terms of the approved Cane Establishment Area. The Grower shall obtain certificate of approval from the local pest and disease committee as proof thereof and shall provide a copy to the Company's extension officer.
4. The Company's extension officer will monitor the planting activities to ensure the Company's planting is conducted in line with generally accepted standard agricultural methods and according to good farming husbandry practices.
5. Upon cane germination, the Company's extension officer will conduct a GPS measurement of the actual area planted to cane, which shall be the area in terms of which the Planting Incentive is calculated.
6. The Company's extension officer will complete an audit note which shall be submitted to the Company's extension manager confirming the status of the germination.
7. The final field audit will be conducted by the Company's extension manager and project manager who will counter sign the audit note for payment approval. An audit note copy will be issued to the Grower confirming payment approval.
8. The signed audit note will be submitted to the Company's project admin department for data capturing and initiation of the payment of the Planting Incentive to the Grower.

Handwritten signatures and initials at the bottom of the page. From left to right: a large stylized signature, a signature inside a circle, a signature, the initials 'A.K', and a circled symbol.

ANNEXURE C

SUPPLIER CODE OF CONDUCT

The Tongaat Hulett Ltd Group of Companies (collectively "THL") has developed this Supplier Code of Conduct (the "Code") to publicly declare what THL regards as morally or ethically acceptable behaviours from current and future vendors, suppliers, contractors, consultants, agents and other providers of goods and services (our "Suppliers") and sets out the ethical values, standards, principles, and guidelines which bind Suppliers in their dealings with THL.

1. Unless otherwise required or prohibited by applicable laws, the Supplier warrants, to the best of its knowledge, that in relation to the performance of its obligations for THL:
 - 1.1 it does not use, engage in or support child labour practices in its own operation, or its supply chain, consistent with the International Labour Organization core labour standards and the United Nations Global Compact principles;
 - 1.2 it does not engage in or support slavery, human trafficking or any other form of forced labour (prison, indentured, bonded or otherwise) in its own operation, or its supply chain;
 - 1.3 it provides a safe and healthy workplace, presenting no hazards to its employees. Any housing provided by the Supplier to its employees is safe for habitation. The Supplier provides access to proper sanitation and clean water. Emergency healthcare is provided to its employees in the event of workplace accidents or incidents;
 - 1.4 it does not discriminate against any employees on any ground (including race, sexual orientation, religion, disability or gender);
 - 1.5 it does not engage in or support the use of corporal punishment, mental, physical, sexual or verbal abuse and does not use cruel or abusive disciplinary practices in the workplace;
 - 1.6 it pays each employee at least the minimum wage, or a fair representation of the prevailing industry wage, (whichever is the higher) and provides each employee with all legally mandated benefits;
 - 1.7 it complies with the laws on working hours and employment rights in the countries in which it operates; and
 - 1.8 it is respectful of its employees right to join and form independent trade unions and freedom of association.

2. The Supplier
 - 2.1 agrees that it is responsible for conducting its business in compliance with applicable environmental laws and regulations when performing its obligations for THL; and
 - 2.2 shall ensure that:
 - 2.2.1 it conducts its business in an environmentally conscious manner, and insofar as is feasible, utilises renewable energy resources; and
 - 2.2.2 it minimises the resources used and waste generated by it.

- 3 The Supplier shall ensure that it has ethical and human rights policies and an appropriate complaints procedure to deal with any breaches of such policies. In the case of any material complaints or breaches, the Supplier shall report the alleged complaint and proposed remedy to THL.

- 4 The Supplier shall comply with all applicable anti-corruption laws and the THL Anti-Bribery & Corruption Policy available on www.tongaat.com, in connection with the performance of its obligations for THL. The Supplier will not, directly or indirectly, make any payment, offer or promise to make any payment or transfer of anything of value to:
- 4.1 any government official, or to any political party or any candidate for political office, with the purpose of influencing decisions favourable to the Supplier and/or its business in contravention of applicable laws; and/or
- 4.2 any employee of THL, other than bona fide gifts or entertainment in accordance with the conditions laid down in the THL Conflict of Interests Policy and Gifts and Hospitality Policy.
- 5 The Supplier will not, directly or indirectly, undertake any act or omission, whether alone or together with any other person or entity, which may contravene any applicable competition/anti-trust legislation, regulations and/or rules.
- 6 The Supplier shall:
- 6.1 establish and maintain adequate personal data and information security protection for the information that is processed by the Supplier or any third parties acting on its behalf; and
- 6.2 operate in a manner that is consistent with applicable data protection/privacy laws and aligned with industry standards for the protection and security of all information, including personal information.
- 7 THL expects all subcontractors engaged by its Suppliers to share the principles expressed in this Code of Conduct for Suppliers & Service Providers. Accordingly, the Supplier undertakes to reinforce the standards recorded herein further down its supply chain.
- 8 THL may, in its discretion, acting reasonably, verify a Supplier's compliance with this Supplier Code of Conduct by performing audits or other assessments of the Supplier's facilities, records and business processes, or undertake such through a mutually agreed third party.
- 9 Material breaches of this Supplier Code of Conduct may result in disqualification as a THL supplier and the termination of any business relationship with THL.

Whistle-Blowing Facility:

All Suppliers and employees of THL must report any conduct that is inconsistent with the letter and spirit of this Code. THL will ensure that safe and effectively managed processes are in place for employees and suppliers to report unethical and or unlawful conduct. Suppliers may elect to contact the THL Forensics Unit or provide such information on an anonymous and confidential basis via the THL whistle-blowing facility as listed below:

Email: tongaathulett@whistleblowing.co.za

website: www.whistleblowing.co.za

Toll Free: 0800 212 187

Postal: FREEPOST KZN665, MUSGRAVE, 4062

Toll Free Fax: 0800 212 689

SMS: 33490

Mobile APP: Available on the Google Play and Apple App stores

Handwritten signatures and initials: A large signature, a signature with 'Jr' below it, a signature with 'A.K' below it, and a circled 'A'.

ANNEXURE D

TRANSPORT SUBSIDY

1. The Company agrees and undertakes to subsidize the additional costs incurred by the Grower in transporting its cane to the Mill by paying the Transport Subsidy.
2. The base subsidy calculated as at 31 October 2025, is the amount of R45.39 (Forty-Five Rand and Thirty Nine cents) per ton of Cane excluding VAT, comprising the following components:

Component	Costs (Rand per tonne cane delivered)		
	Base Rate to Darnall Mill (15.6km)	Base Rate to Amatikulu Mill (38.2km)	Base Subsidy
	[A]	[B]	[B] - [A]
(i) Fuel	R12.49	R30.58	R18.09
(ii) Operating Costs	R63.08	R90.38	R27.30
Total (i) + (ii)	R75.57	R120.96	R45.39

3. The base Transport Subsidy has been determined with reference to an additional haulage distance of 22.6 kilometres.
4. During the Year commencing 1 April 2026, the Company shall pay to the Grower the Transport Subsidy referred to in **paragraph 2** above, as escalated from time to time in terms of **paragraph 5** and **paragraph 6** below. VAT at the rate applicable from time to time will be added.
5. At the beginning of each Year, commencing on 1 April 2026, a portion of the subsidy in **paragraph 2(ii)** (Operating Costs) will be adjusted for inflation by the change in the SEIFSA Index Table L2 using the January 2025 index as the base. The adjustment to this portion of the subsidy shall be in the same ratio by which the said January index of the current Year, exclusive of the fuel component, has increased or decreased in relation to the January index of the preceding Year.
6. Should there be any changes in the statutory diesel price during a Year, the fuel component of the subsidy in **paragraph 2(i)** (Fuel) as amended from time to time, shall be adjusted commensurately with effect from the first day of the month of such statutory change.
7. The Transport Subsidy will be paid by the Company to the Grower at the same time the Company makes payment to the Grower for its cane in terms of **clause 5** of the Agreement.
8. If the Grower's Cane is for any reason delivered to an existing closer mill in terms of a diversion agreement, the Transport Subsidy will be reduced by the amount that the Grower's transport costs are reduced.

Handwritten signatures and initials: A large signature on the left, a signature in the middle, and initials 'AK' on the right with a circled 'A' below it.

**ROUND ROBIN RESOLUTION OF THE DIRECTORS OF
ABRINA 9422 PTY LTD (T/A HARIYALI FARMS)
REGISTRATION NUMBER 2008/022530/07
(hereinafter referred to as "the Company")**

PURPOSE OF RESOLUTION

To approve the terms and authorise the signature of a Cane Supply and Milling Agreement between the Directors of the Company and Tongaat Hulett Limited, Registration Number 1892/000610/06;

in respect of the properties described as:

- (a) Remainder of the Farm Lot 66 No. 6392, Registration Division FU, Province of KwaZulu-Natal in extent 84,1291 (Eighty-Four comma One Two Nine One) hectares;
- (b) Portion 3 of Lot 6619 No. 2630, Registration Division FU, Province of KwaZulu-Natal in extent 92,9892 (Ninety-Two comma Nine Eight Nine Two) hectares;
- (c) Remainder Lot 66 No. 2630, Registration Division FU, Province of KwaZulu-Natal in extent 47,4697 (Forty-Seven comma Four Six Nine Seven) hectares;

of which the Company is the Owner.

RESOLVED

- 1. **THAT** the terms and conditions of the Cane Supply and Milling Agreement be and are hereby approved.
- 2. **THAT**, Kadarnath Maharaj, in his/her capacity as a Director of the Company, be and he/she is hereby authorised and empowered to sign the Cane Supply and Milling Agreement on behalf of the Company.

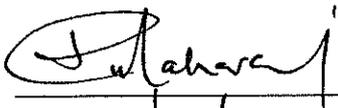
(All Directors to sign)

Signature

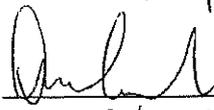
Full Names


Date: 09/12/25

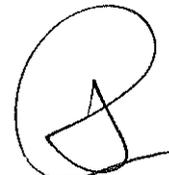
Adharsh Kadarnath Maharaj


Date: 9/12/25

Kadarnath Maharaj


Date: 09/12/25

Vyas Kadarnath Maharaj





"B"



THE FOLLOWING AGREEMENT AFFECTS THE RIGHTS AND OBLIGATIONS OF THE GROWER AND CONTAINS IMPORTANT ACKNOWLEDGMENTS AND UNDERTAKINGS WHICH BIND THE GROWER AND ARE REQUIRED TO BE BROUGHT TO THE ATTENTION OF THE GROWER IN TERMS OF THE CONSUMER PROTECTION ACT NO.68 OF 2008. PLEASE READ ALL TERMS CAREFULLY. ALL QUERIES SHOULD BE REFERRED TO THE COMPANY BEFORE SIGNING.

TONGAAT HULETT LIMITED
(t/a Tongaat Hulett Sugar)
(In Business Rescue)
Company Registration Number 1892/000610/06
("the Company")

and

ABRINA 9422 PTY LTD
(t/a Hariyali Farms)
Company Registration Number 2008/022530/07
("the Grower")

CANE SUPPLY and MILLING AGREEMENT

Handwritten signatures of the parties involved in the agreement.

TABLE OF CONTENTS

- 1. INTERPRETATION 3
- 2. RECORDAL 4
- 3. SUPPLY OF CANE BY THE GROWER TO THE COMPANY 5
- 4. CANE FARMING OPERATIONS 6
- 5. PAYMENT 6
- 6. CANE ESTABLISHMENT ASSISTANCE 6
- 7. ENTERPRISE AND SUPPLIER DEVELOPMENT 7
- 8. MILL GROUP BOARD RULES 7
- 9. SECURITY AND RELEASE 7
- 10. CESSION AND ASSIGNMENT 8
- 11. FORCE MAJEURE 9
- 12. LOCAL GROWER COUNCIL 9
- 13. DURATION 9
- 14. SUPPLIER CODE OF CONDUCT 10
- 15. BREACH 10
- 16. ARBITRATION 10
- 17. DOMICILIA 11
- 18. GENERAL 12
- 19. COSTS 13
- 20. SIGNATORIES 13
- ANNEXURE A 14
- ANNEXURE B 15
- ANNEXURE C 16

W A K

1. INTERPRETATION

- 1.1. **"Affected Party"** shall mean the party giving notice of force majeure.
- 1.2. **"Agreement"** means this written Agreement together with the annexures and schedules hereto as amended, varied, novated or supplemented from time to time.
- 1.3. **"Assignee"** shall mean a successor in title of the Company as owner of the Mill, which agrees to undertake the obligations of the Company in terms of this Agreement.
- 1.4. **"Business Days"** means any day other than a Saturday, Sunday or public holiday declared as such in the Republic of South Africa.
- 1.5. **"Cane"** shall mean sugar cane.
- 1.6. **"Cane Establishment Area"** shall mean the area of the Farm planted to Cane in terms of the Horizontal Growth Initiative, in extent 12 (Twelve) hectares, or the area so determined by the Company as a result of a physical inspection and measurement of the actual area planted once this has occurred.
- 1.7. **"Commencement Date"** means the Date of Signature.
- 1.8. **"Company"** shall mean Tongaat Hulett Limited t/a Tongaat Hulett Sugar (in business rescue), Registration Number 1892/000610/06, its successor in title or assigns.
- 1.9. **"Company Manager"** means the relevant Land Reform Extension Area Manager or as otherwise appointed by the Company.
- 1.10. **"Date of Signature"** means the date this Lease is signed by the last Party to sign it, provided that both Parties sign it.
- 1.11. **"Farm"** shall mean:
- 1.11.1. Portion 8 of the Farm Wewe No.17825, Registration Division FU, Province of KwaZulu-Natal in extent 148,7195 (One Hundred and Forty Eight comma Seven One Nine Five) hectares;
- 1.11.2. Portion 16 of the Farm Wewe No.17825, Registration Division FU, Province of KwaZulu-Natal in extent 881 (Eighty Hundred and Eighty One) square metres;
- of which the Grower is the operator or possesses a right to occupy, bordered in red on the Map.
- 1.12. **"Grower"** shall mean Abrina 9422 Pty Ltd t/a Hariyali Farms, Registration Division 2020/549880/07, or its successors in title as successors in title as owner, operator or legal occupier of the Farm.
- 1.13. **"Grower Registration Number"** shall mean 231113A or such grower code allocated by the South Africa Sugar Association and/or the Mill Group Board in respect of Cane deliveries from the Farm.

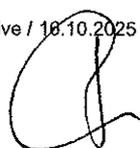
Handwritten signatures and initials at the bottom of the page, including a large signature on the left, a signature in the middle, and initials 'W.A.K.' and 'A' on the right.

- 1.14. "**Horizontal Growth Initiative**" means the an initiative set up by the Company in terms of which the Grower is financially assisted, subject to certain criteria, to plant additional land to Cane or to replant ex-Cane lands to Cane, as the case may be, by contributing towards the cost of cane establishment as detailed in **clause 6**.
- 1.15. "**Map**" means **Annexure A** attached.
- 1.16. "**Mill**" or "**Grower's Home Mill**" shall mean the Company's Mill at Maidstone or, subject to **clause 10.3**, such other mill as may be designated by the Company as the Grower's Home Mill.
- 1.17. "**Mill Group Board**", "**Local Grower Council**" and "**Home Mill**" have the meanings assigned to those expressions in the Sugar Industry Agreement.
- 1.18. "**Minimum Area**" shall mean 89 (Eighty-Nine) hectares on the Farm, subject to any adjustment contemplated in **clause 9**.
- 1.19. "**Seedcane**" means Cane approved by the Local Pest, Disease and Variety Control Committee for use as planting material for the propagation of Cane.
- 1.20. "**Sugar Industry Agreement**" means any Agreement which has the force of law and which regulates the division of proceeds between millers and growers.
- 1.21. "**Year**" means a period of 12 (Twelve) consecutive months commencing on 1 April and terminating on 31 March of the following year.

Unless the context clearly indicates a contrary intention, words importing the singular number shall include the plural and vice versa and words importing any gender shall include the other gender, and words importing persons shall include corporate bodies and vice versa.

2. RECORDAL

- 2.1. The Grower has made a successful application to the Company to be a recipient in its Horizontal Growth Initiative, in terms of which the Cane Establishment Area will be planted to Cane.
- 2.2. The Grower wishes to secure milling capacity at the Mill for the Cane grown on the Farm and the Company wishes to secure the supply of the aforesaid Cane from the Grower to the Mill.
- 2.3. The Grower has agreed to offer the Cane grown and harvested on the Farm during the period of this Agreement to the Company.

   A.K.  

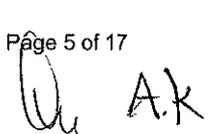
IMPORTANT ACKNOWLEDGMENTS BY GROWER:

- 2.4. The Grower acknowledges that to secure milling capacity at the Mill and for the Company to secure the supply of Cane to be delivered to the Mill, it is imperative the Minimum Area is retained under Cane, all Cane grown and harvested on the Farm is committed to the Mill, and accordingly this Agreement is binding on the Grower's successors in title as owners or occupiers of the Farm.
- 2.5. The Grower acknowledges the benefit accruing to it by virtue of the available milling capacity and acknowledges and agrees the long-term commitment it is undertaking in terms of this Agreement.
- 2.6. The Grower acknowledges that all the terms and conditions contained in this Agreement have been explained to the Grower and the Grower has had an opportunity to read, consider and understand the Agreement and obtain independent advice regarding the contents of this Agreement from a cane growers' association and any other person required by the Grower.

3. SUPPLY OF CANE BY THE GROWER TO THE COMPANY

- 3.1. The Grower hereby agrees and undertakes to:
- 3.1.1. Plant the Cane Establishment Area to Cane by 31 January 2026;
- 3.1.2. Maintain the Minimum Area under Cane for the duration of the Agreement and to deliver harvested Cane to the Company at the Mill using the Grower Registration Number.
- 3.2. The Company undertakes to accept delivery at the Mill of all of the Cane harvested from the Farm excluding any Cane which the Mill Group Board determines is so unsuitable that it would be uneconomical to mill it and that quantity of Seedcane which is:
- 3.2.1. Required in terms of normal agricultural practice for replanting of the cane lands on the Farm from time to time; and/or
- 3.2.2. Sold to other growers within the jurisdiction of the same Mill Group Board for seed purposes.
- 3.3. For the purpose of clarity and avoidance of doubt, it is recorded that the intention of the Parties being that the Grower shall ensure that at the very least, the Minimum Area is farmed with Cane and delivered to the Mill. Notwithstanding, in event that the Grower farms Cane on the Farm, in excess of the Minimum Area, then in such event, the Grower shall be obliged to deliver all the Cane farmed on the Farm to the Mill.
- 3.4. If the Grower delivers Cane to the Mill in breach of this Agreement, the Company shall be entitled to claim liquidated damages equal to the notional value of such Cane as determined in accordance with the Sugar Industry Agreement, without prejudice to its rights of termination under **clause 15**.





A.K



4. CANE FARMING OPERATIONS

- 4.1. The Grower agrees and undertakes at all times to conduct its Cane farming operations according to sound agricultural practise and exercise good Cane farming husbandry in respect of the Cane grown on the Farm.
- 4.2. Should the Grower fail to comply with such standards, the Company shall be entitled, on written notice, to suspend any financial incentives, transport subsidies or other benefits due under this Agreement until such compliance is achieved. Repeated or material failure to comply shall constitute a material breach entitling the Company to terminate this Agreement in accordance with **clause 15**.
- 4.3. To ensure the Grower complies with its obligations in terms of **clause 4.1**, the Company shall have the right through its authorised representatives to inspect the Cane farming operations carried out by the Grower on the Farm after 7 (Seven) Business Days written notice by the Company. Such inspection shall take place on the date and time specified in the said notice which shall be undertaken within a period of 7 (Seven) Business days after the expiry of the said notice period. The Grower and/or his representatives shall be entitled to be present when such inspection takes place.

5. PAYMENT

- 5.1. Save as specifically otherwise provided herein, payment to the Grower shall be governed by the Sugar Industry Agreement read together with any ancillary Agreement that may be in force between the Company and the Grower's Local Grower Council.

6. CANE ESTABLISHMENT ASSISTANCE

- 6.1. The Company shall subsidise the once-off cost of establishing the Cane Establishment Area to Cane, as contemplated in **clause 2.1**, to the value of R10 430.00 (Ten Thousand Four Hundred and Thirty Rand) per hectare ("**Planting Incentive**").
- 6.2. The Planting Incentive shall be remitted to the Grower in accordance with the Planting Incentive Procedure recorded in **Annexure B**.
- 6.3. Should the Grower fail to comply with the requirements of **clause 6.2** read together with **Annexure B**, the Company shall have no obligation to pay the Planting Incentive envisioned in terms **clause 6.1**.
- 6.4. In the event that the Grower: (i) fails to maintain the Cane Establishment Area to Cane for the duration of the Agreement; or (ii) commits a material breach of this Agreement, the Company shall be entitled to recover the Planting Incentive already paid to the Grower, which amounts shall be immediately due and payable, or may be set-off against any amounts otherwise payable to the Grower under this Agreement. The foregoing shall be without prejudice to any other rights that the Company may have in terms of this Agreement or in law.

The bottom right of the page contains several handwritten signatures and initials. From left to right, there is a large circular signature, another large circular signature, a smaller signature, the initials 'A.K.', and a circled 'D'.

7. ENTERPRISE AND SUPPLIER DEVELOPMENT

7.1. Both parties acknowledge and agree that:

- 7.1.1. The Company will assist the grower as an Enterprise and Supplier Development beneficiary as contemplated in the Broad Based Black Economic Empowerment Act and subsequent Codes of Good Practice;
- 7.1.2. An Enterprise and Supplier Development relationship exists between them, and agree that there is a quantifiable financial benefit being offered by the Company to the Grower;
- 7.1.3. This Enterprise and Supplier Development relationship will exist for the duration of this Agreement.

7.2. At the request of the Company, the Growers undertakes to provide to the Company:

- 7.2.1. An empowerment certificate/affidavit which confirms that it has least 51% black owned and will have at least a Level 2 broad-based black economic empowerment scorecard;
- 7.2.2. An empowerment certificate/affidavit which confirms that it is an Exempt Micro Enterprise (EME) as defined by the Broad-Based Black Economic Empowerment Codes of Good Practice.

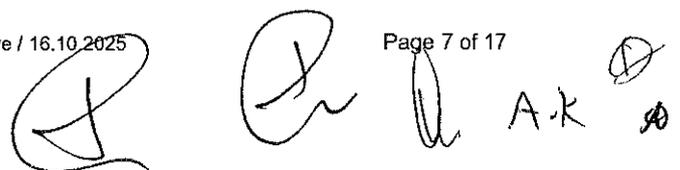
8. MILL GROUP BOARD RULES

The Company and Grower undertake at all times during the currency of this Agreement to comply with the rules promulgated from time to time by the Mill Group Board.

9. SECURITY AND RELEASE

IMPORTANT RESTRICTION ON THE TRANSFER, SALE, DISPOSAL OR LEASE OF THE FARM

- 9.1. The Grower shall not transfer, sell, dispose of or lease the Farm or any portion thereof without the prior written consent of the Company. The Company shall be entitled, in its sole discretion, to withhold consent where the proposed transferee or lessee does not have the proven financial standing, operational capacity or commitment to continue Cane farming operations to the Company's satisfaction. Any transferee or lessee approved by the Company shall be required to enter into a Cane Supply and Milling Agreement on substantially the same terms and shall provide such guarantees or security as the Company may reasonably require.

Handwritten signatures and initials at the bottom of the page. From left to right: a large stylized signature, a smaller signature, the initials 'A.K.', and a circled 'D' with a checkmark.

- 9.2. The Company will grant its consent to a lease by the Grower of the Farm or any subdivision thereof, provided that the lease does not relieve the Grower of its obligations under this Agreement and for the duration of the lease the lessee signs a document approved by the Company in terms of which the lessee binds himself jointly and severally with the Grower to the Company for the due fulfilment by the Grower of all of the Grower's obligations in terms of this Agreement to the extent that those obligations relate to the leased area. ***(The effect of the lessee binding himself jointly and severally with the Grower will be that the lessee will be obliged to keep the Minimum Area under Cane (or a portion of the Minimum Area, depending on the subdivision(s) of the Farm leased to the lessee) and to ensure that the Cane produced on the Minimum Area is delivered to the Company for crushing.)***
- 9.3. The Grower undertakes, in favour of the Company, that:
- 9.3.1. The Agreement, in terms of which the Grower sells or disposes of the Farm or any subdivision of the Farm, will not take effect until the Company has granted its consent; and
- 9.3.2. It will do all things and sign all documents that may be necessary to procure that the new owner enters either into a Cane Supply and Milling Agreement with the Company on substantially the same terms and conditions as those set out in this Agreement, or takes over and assumes all the rights and obligations of the Grower in terms of this Agreement.

10. CESSION AND ASSIGNMENT

AGREEMENT NOT TO TRANSFER RIGHTS AND OBLIGATIONS:

- 10.1. In terms of the provisions of **clause 9**, the Grower shall not be entitled to cede or assign any of its rights or delegate any of its obligations in terms of this Agreement without the prior written consent of the Company, which consent shall not be unreasonably withheld or delayed.
- 10.2. The Company shall have the right to cede and assign its rights and obligations in terms of this Agreement to an Assignee and shall not be required to obtain the prior approval/consent of the Grower. In this regard, the Grower waives its right to approve/consent to any such assignment. The Company shall however inform the Grower of such cession or assignment once same has taken place.
- 10.3. The Company shall have the right to change the Grower's Home Mill to a mill other than the Mill, but if it does so the Company shall compensate the Grower for any reasonable additional transport costs incurred by the Grower and the Company shall pay the reasonable costs incurred by the Grower in having to effect, as a consequence of the change of mill, modifications to its Cane transport facilities.

Handwritten signatures and initials: A large stylized signature, a circular stamp or signature, the initials 'A.K.', and a circled 'D'.

11. FORCE MAJEURE

- 11.1. For the purposes of this Agreement force majeure includes any circumstance which is beyond the reasonable control of the Affected Party which, if beyond such control, shall include but not be limited to pandemic or epidemic, civil commotion, mob violence, sabotage, boycott, fire, explosion and breakdown of machinery lasting longer than 4 (Four) Business Days.
- 11.2. A labour dispute, strike or lockout will be deemed to be an event of force majeure even if it could have been avoided or resolved by the Affected Party acceding to demands.
- 11.3. The Affected Party shall give written notice thereof to the other immediately upon the occurrence of an event of force majeure. The performance by the parties of their obligations in terms of this Agreement shall be suspended while force majeure subsists.
- 11.4. If the Company's milling operations at the Mill are suspended as a result of force majeure, the Company shall not be obliged to take delivery of any Cane during the period of such suspension and shall not be liable for any loss or damage sustained by the Grower arising, whether directly or indirectly, out of its failure to do so. The Company shall be entitled but not obliged to divert the Grower's Cane to another mill during the period of such suspension and shall compensate the Grower for any reasonable additional transport costs incurred by the Grower as a result of the diversion. If the Company does not exercise its right to divert the Grower's Cane to another mill the Grower may, at its cost, deliver Cane to a third party during the period of the said suspension, provided that such deliveries shall be made rateably to the third party in accordance with the Grower's delivery allocation to the Mill.

12. LOCAL GROWER COUNCIL

In addition to the terms set out in this Agreement and in the Sugar Industry Agreement the supply of Cane by the Grower to the Company shall also be governed by any Agreement which may be in force from time to time between the Company and the Grower's Local Grower Council and the Grower agrees to be bound by any such Agreement. If there is a conflict between this Agreement and an Agreement which is in force between the Company and the Local Grower Council, the Local Grower Council Agreement will prevail.

13. DURATION

- 13.1. Subject to **clauses 13.2 and 13.3** this Agreement shall commence on the Commencement Date and shall terminate on 31 March 2036.
- 13.2. If there ceases to be a Sugar Industry Agreement, this Agreement will terminate.
- 13.3. If the Mill is permanently closed this Agreement will terminate.

Handwritten signatures and initials are present at the bottom of the page, including a large signature on the left, a signature in the middle, and the initials 'A.K.' on the right.

14. SUPPLIER CODE OF CONDUCT

Tongaat Hulett Limited is a company within the Tongaat Hulett Group, which aspires to be a responsible corporate citizen and hence requires its suppliers and service providers to adhere to and abide by the fundamental principles concerning ethical business conduct. Accordingly, as an approved supplier to the Company, the Grower shall adhere to the THL Supplier Code of Conduct recorded in **Annexure C**.

15. BREACH

Should either Party commit a breach of any of its obligations in terms of this Agreement and fail to remedy such breach within 7 (Seven) Business Days of written notice, the non-defaulting Party shall be entitled, in addition to any other remedies in law, to: (i) enforce specific performance, (ii) recover damages, and/or (iii) cancel this Agreement with immediate effect. Notwithstanding the aforesaid, the Company shall be entitled to cancel this Agreement forthwith if the Grower: (a) fails to maintain the Minimum Area of Cane for 2 (Two) consecutive seasons, (b) delivers Cane to any third party in breach of clause 3; or (c) is placed under liquidation, business rescue or sequestration proceedings. It is recorded that the Grower shall not have any claim against the Company for any indirect, consequential, special or punitive loss or damages whatsoever including loss of profits.

16. ARBITRATION

16.1. If any dispute arises between the parties to this Agreement at any time in regard to:

16.1.1. Any matter arising out of or relating to this Agreement;

16.1.2. The interpretation of this Agreement;

16.1.3. The termination of this Agreement or any matter arising out of the termination of this Agreement;

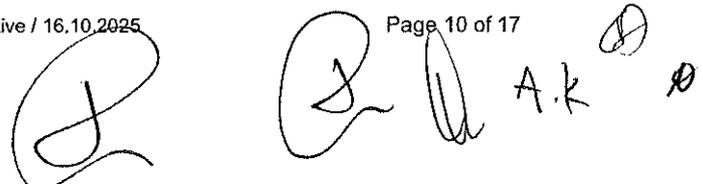
16.1.4. A claim for rectification of this Agreement;

then the party claiming the dispute shall communicate the dispute by delivery of a written notice to the other party and the parties shall endeavour to resolve their differences by a process of negotiation.

16.2. If the parties are not able to reach Agreement within 10 (Ten) Business Days of delivery of the notice, either party may elect to have the dispute submitted to and decided upon by arbitration.

16.3. The arbitration shall be held in Durban.

16.4. The arbitrator shall be a retired judge or senior counsel of not less than 5 (Five) years' experience, mutually agreed upon between the parties. If the parties fail to reach Agreement regarding the appointment of an arbitrator, either of the parties may request the Association of Arbitrators to appoint an arbitrator, being a retired judge or senior counsel of not less than 5 (Five) years' experience, in which event the standard administrative procedures, schedule of costs and the Rules of the Association of Arbitrators shall apply.

 A.k

- 16.5. The language to be used in the arbitration proceedings shall be English.
- 16.6. The arbitrator may:
- 16.6.1. Rely upon his expert knowledge and experience;
 - 16.6.2. Receive and take into account such written and oral evidence as he shall determine to be relevant, whether or not admissible in law, and attribute such weight to it as he shall deem appropriate;
 - 16.6.3. Make one or more interim awards;
 - 16.6.4. Appoint an assessor, valuer or other expert to assist him.
- 16.7. The decision of the arbitrator shall be final and binding on the parties and there shall be no right of appeal.
- 16.8. Nothing contained herein shall be construed as limiting a party from seeking urgent relief from a competent Court.
- 16.9. This clause will remain in force notwithstanding the termination of the Agreement of which it forms a part.

17. DOMICILIA

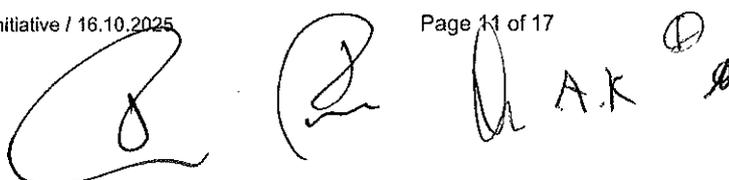
- 17.1. For all purposes of this Agreement, including the giving of the notices referred to in this Agreement, the parties choose as their respective *domicilia citandi et executandi* the undermentioned addresses:

The Company:

Domicilium and Street Address: Amanzimnyama Hill Road
Tongaat, 4399

Postal Address: P O Box 3
Tongaat, 4400

Email: LegalContracts@tongaat.com

Handwritten signatures and initials at the bottom of the page. From left to right: a large stylized signature, a smaller signature, and the initials 'A.K.' followed by a circled 'D' and another signature.

The Grower:

Domicilium and Street Address: Unit 10, The Glasshouse
 Postal Address: 309 Umhlanga Rocks Drive
 E-mail: Maharaj@kumarajinc.co.za
 Cellphone number: 061 4194595

17.2. Any notice which:

17.2.1. is delivered by hand to an officer or manager of the addressee during the normal business hours of the addressee at its *domicilium citandi et executandi*, shall be deemed to have been received by the addressee at the time of delivery; or

17.2.2. is posted by pre-paid registered post to the addressee at its *domicilium citandi et executandi*, shall be deemed to have been received by the addressee on the seventh day after the date of posting; or

17.2.3. is transmitted by e-mail to the addressee at its *domicilium citandi et executandi*, shall be deemed to have been received by the addressee on the date of transmission, or, if the transmission is made out of normal business hours, on the first business day following the date of transmission.

17.3. Either party is entitled from time to time by written notice to the other to change any of its or his domicilium addresses to any other address within the Republic of South Africa, provided that the street address shall be an address at which the service of legal processes can be effected.

17.4. Notwithstanding anything to the contrary contained herein, a written notice or communication actually received by a party shall be adequate written notice or communication to it notwithstanding that it was not sent to or delivered to its chosen *domicilium citandi et executandi*.

18. GENERAL

18.1. This Agreement constitutes the entire agreement between the Parties in relation to the subject matter hereof and supersedes and replaces any and all prior agreements, undertakings, representations or arrangements, whether oral or written, between the Parties concerning the supply and milling of Cane from the Farm. No Party shall be bound by any undertakings, representations, warranties, promises or the like not expressly recorded in this Agreement.

18.2. No purported amendment or modification of this Agreement shall be valid unless in writing and signed by both parties.

18.3. The failure of either party at any time to require performance of any term of this Agreement shall not affect the right of such party to require performance of that term or of any other term in the future. No waiver by either party with respect to a breach of any term of this Agreement shall be construed as a waiver with respect to any continuing or subsequent breach of that term, or as a waiver of any other right under this Agreement.

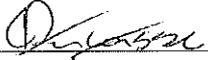
18.4. Nothing in this Agreement shall be construed as binding the parties to the provisions of the Consumer Protection Act No. 68 of 2008 in instances where the Consumer Protection Act No. 68 of 2008 would not otherwise be binding on them by virtue of its provisions. Explanatory notes in italics are intended for guidance for the purposes of the Consumer Protection Act No. 68 of 2008 only and are not to be taken as an exhaustive explanation of the correct meaning (legal or otherwise) of any term or concept.

19. COSTS

The Company shall bear all the costs incurred in connection with the preparation of this Agreement.

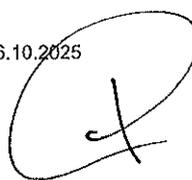
20. SIGNATORIES

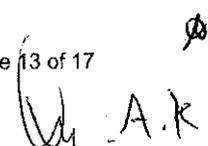
Tongaat Hulett Limited

Signature: 
Name: Guy Ducasse
Designation: Head of Cone Supply
(who by his/her signature hereto warrants his/her authority)
Date: 10/12/2025
Place: Tongaat

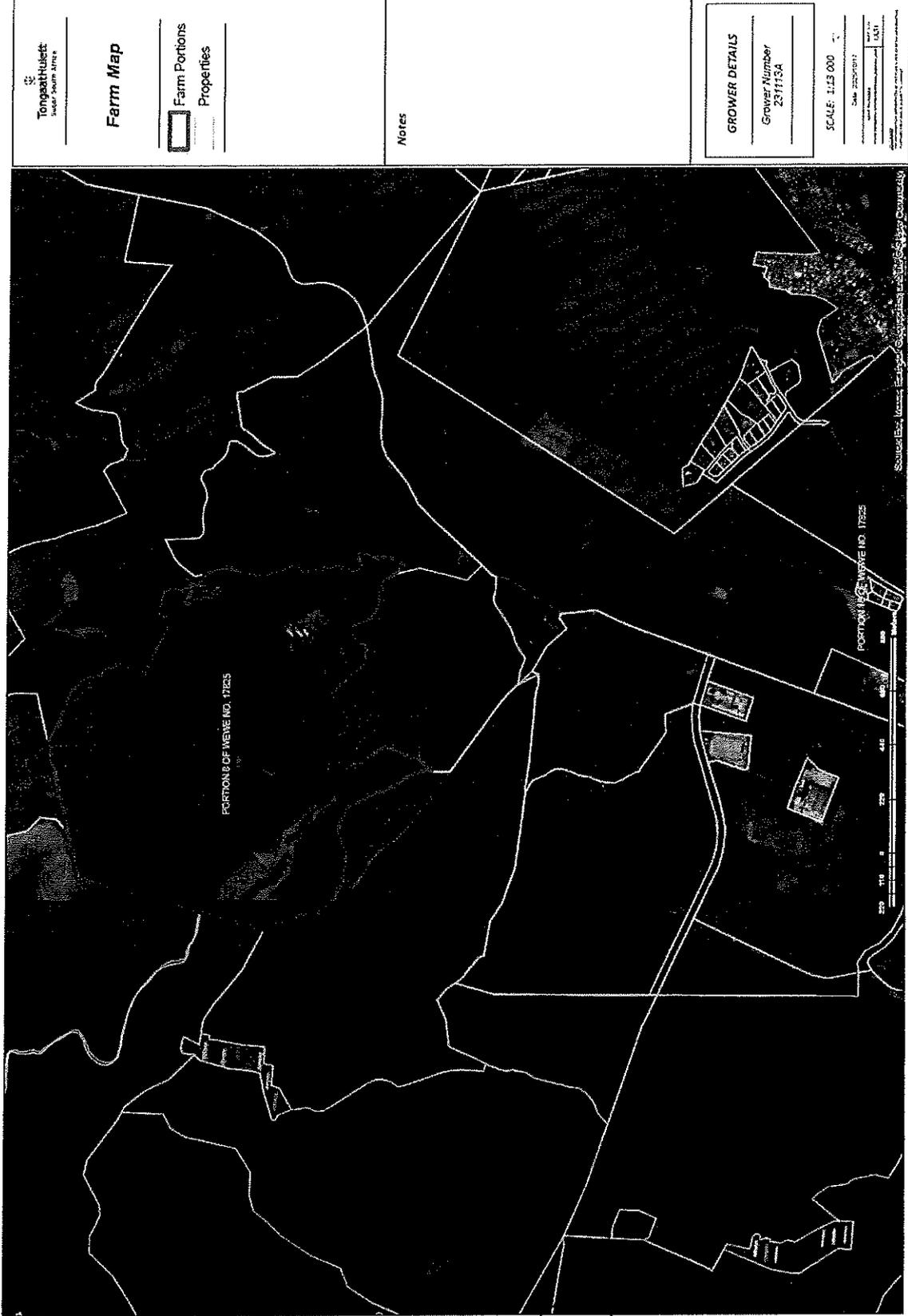
Abrina 9422 Pty Ltd

Signature: 
Name: Kadasnath Maharej
Designation: Director
(who by his/her signature hereto warrants his/her authority)
Date: 9/12/25
Place: Durban





ANNEXURE A



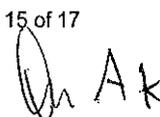
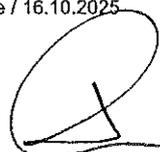
<p>Tongatapu 1000 Farm Street</p>	<p>Farm Map</p> <p>Farm Portions Properties</p>	<p>Notes</p>	<p>GROWER DETAILS</p> <p>Grower Number 231115A</p> <p>SCALE: 1:13 000</p> <p>Date: 20/07/17</p> <p>Scale: 1:13 000</p> <p>Scale: 1:13 000</p>
--	--	--------------	--

Handwritten signatures and initials: A, Oe, AK, and other scribbles.

ANNEXURE B**THE PLANTING INCENTIVE PROCEDURE**

The Planting Incentive shall be remitted by the Company to the Grower in accordance with the following procedure:

1. Upon the Company's adjudication and approval of the Grower's Horizontal Growth Initiative application, the Grower will be issued with an authority number after which point the Grower is able to commence with planting activities on the Cane Establishment Area.
2. The Grower is to complete all planting activities on the Cane Establishment Area at their own cost.
3. The Grower will be required to procure approved Seedcane for the purpose of the planting to be conducted in terms of the approved Cane Establishment Area. The Grower shall obtain certificate of approval from the local pest and disease committee as proof thereof and shall provide a copy to the Company's extension officer.
4. The Company's extension officer will monitor the planting activities to ensure the Company's planting is conducted in line with generally accepted standard agricultural methods and according to good farming husbandry practices.
5. Upon cane germination, the Company's extension officer will conduct a GPS measurement of the actual area planted to cane, which shall be the area in terms of which the Planting Incentive is calculated.
6. The Company's extension officer will complete an audit note which shall be submitted to the Company's extension manager confirming the status of the germination.
7. The final field audit will be conducted by the Company's extension manager and project manager who will counter sign the audit note for payment approval. An audit note copy will be issued to the Grower confirming payment approval.
8. The signed audit note will be submitted to the Company's project admin department for data capturing and initiation of the payment of the Planting Incentive to the Grower.



ANNEXURE C

SUPPLIER CODE OF CONDUCT

The Tongaat Hulett Ltd Group of Companies (collectively "THL") has developed this Supplier Code of Conduct (the "Code") to publicly declare what THL regards as morally or ethically acceptable behaviours from current and future vendors, suppliers, contractors, consultants, agents and other providers of goods and services (our "Suppliers") and sets out the ethical values, standards, principles, and guidelines which bind Suppliers in their dealings with THL.

1. Unless otherwise required or prohibited by applicable laws, the Supplier warrants, to the best of its knowledge, that in relation to the performance of its obligations for THL:
 - 1.1 it does not use, engage in or support child labour practices in its own operation, or its supply chain, consistent with the International Labour Organization core labour standards and the United Nations Global Compact principles;
 - 1.2 it does not engage in or support slavery, human trafficking or any other form of forced labour (prison, indentured, bonded or otherwise) in its own operation, or its supply chain;
 - 1.3 it provides a safe and healthy workplace, presenting no hazards to its employees. Any housing provided by the Supplier to its employees is safe for habitation. The Supplier provides access to proper sanitation and clean water. Emergency healthcare is provided to its employees in the event of workplace accidents or incidents;
 - 1.4 it does not discriminate against any employees on any ground (including race, sexual orientation, religion, disability or gender);
 - 1.5 it does not engage in or support the use of corporal punishment, mental, physical, sexual or verbal abuse and does not use cruel or abusive disciplinary practices in the workplace;
 - 1.6 it pays each employee at least the minimum wage, or a fair representation of the prevailing industry wage, (whichever is the higher) and provides each employee with all legally mandated benefits;
 - 1.7 it complies with the laws on working hours and employment rights in the countries in which it operates; and
 - 1.8 it is respectful of its employees right to join and form independent trade unions and freedom of association.

2. The Supplier
 - 2.1 agrees that it is responsible for conducting its business in compliance with applicable environmental laws and regulations when performing its obligations for THL; and
 - 2.2 shall ensure that:
 - 2.2.1 it conducts its business in an environmentally conscious manner, and insofar as is feasible, utilises renewable energy resources; and
 - 2.2.2 it minimises the resources used and waste generated by it.

- 3 The Supplier shall ensure that it has ethical and human rights policies and an appropriate complaints procedure to deal with any breaches of such policies. In the case of any material complaints or breaches, the Supplier shall report the alleged complaint and proposed remedy to THL.

- 4 The Supplier shall comply with all applicable anti-corruption laws and the THL Anti-Bribery & Corruption Policy available on www.tongaat.com, in connection with the performance of its obligations for THL. The Supplier will not, directly or indirectly, make any payment, offer or promise to make any payment or transfer of anything of value to:
 - 4.1 any government official, or to any political party or any candidate for political office, with the purpose of influencing decisions favourable to the Supplier and/or its business in contravention of applicable laws; and/or
 - 4.2 any employee of THL, other than bona fide gifts or entertainment in accordance with the conditions laid down in the THL Conflict of Interests Policy and Gifts and Hospitality Policy.
- 5 The Supplier will not, directly or indirectly, undertake any act or omission, whether alone or together with any other person or entity, which may contravene any applicable competition/anti-trust legislation, regulations and/or rules.
- 6 The Supplier shall:
 - 6.1 establish and maintain adequate personal data and information security protection for the information that is processed by the Supplier or any third parties acting on its behalf; and
 - 6.2 operate in a manner that is consistent with applicable data protection/privacy laws and aligned with industry standards for the protection and security of all information, including personal information.
- 7 THL expects all subcontractors engaged by its Suppliers to share the principles expressed in this Code of Conduct for Suppliers & Service Providers. Accordingly, the Supplier undertakes to reinforce the standards recorded herein further down its supply chain.
- 8 THL may, in its discretion, acting reasonably, verify a Supplier's compliance with this Supplier Code of Conduct by performing audits or other assessments of the Supplier's facilities, records and business processes, or undertake such through a mutually agreed third party.
- 9 Material breaches of this Supplier Code of Conduct may result in disqualification as a THL supplier and the termination of any business relationship with THL.

Whistle-Blowing Facility:

All Suppliers and employees of THL must report any conduct that is inconsistent with the letter and spirit of this Code. THL will ensure that safe and effectively managed processes are in place for employees and suppliers to report unethical and or unlawful conduct. Suppliers may elect to contact the THL Forensics Unit or provide such information on an anonymous and confidential basis via the THL whistle-blowing facility as listed below:

Email: tongaathulett@whistleblowing.co.za

website: www.whistleblowing.co.za

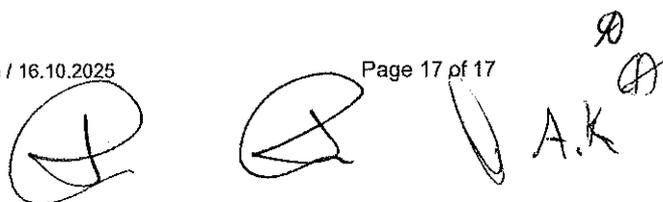
Toll Free: 0800 212 187

Postal: FREEPOST KZN665, MUSGRAVE, 4062

Toll Free Fax: 0800 212 689

SMS: 33490

Mobile APP: Available on the Google Play and Apple App store



Handwritten signatures and initials at the bottom right of the page, including a large signature, a smaller signature, and the initials 'A.K.' with a circled 'A'.

ROUND ROBIN RESOLUTION OF THE DIRECTORS OF

ABRINA 9422 PTY LTD (T/A HARIYALI FARMS)
REGISTRATION NUMBER 2008/022530/07
(hereinafter referred to as "the Company")

PURPOSE OF RESOLUTION

To approve the terms and authorise the signature of a Cane Supply and Milling Agreement between the Directors of the Company and Tongaat Hulett Limited, Registration Number 1892/000610/06;

in respect of the properties described as:

- (a) Portion 8 of the Farm Wewe No.17825, Registration Division FU, Province of KwaZulu-Natal in extent 148,7195 (One Hundred and Forty Eight comma Seven One Nine Five) hectares;
- (b) Portion 16 of the Farm Wewe No.17825, Registration Division FU, Province of KwaZulu-Natal in extent 881 (Eighty Hundred and Eighty One) square metres;

of which the Company is the Owner.

RESOLVED

- 1. **THAT** the terms and conditions of the Cane Supply and Milling Agreement be and are hereby approved.
- 2. **THAT**, Kadarnath Maharaj, in his/her capacity as a Director of the Company, be and he/she is hereby authorised and empowered to sign the Cane Supply and Milling Agreement on behalf of the Company.

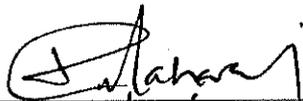
(All Directors to sign)

Signature

Full Names


Date : 09/12/25

Adharsh Kadarnath Maharaj


Date : 9/12/25

Kadarnath Maharaj


Date : 09/12/25

Vyas Kadarnath Maharaj

