

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

CASE NO: 2026/031780

In the matter between:

GERHARD CONRAD ALBERTYN N.O.	First Applicant
TREVOR JOHN MURGATROYD N.O.	Second Applicant
PETRUS FRANCOIS VAN DEN STEEN N.O.	Third Applicant

and

TONGAAT HULETT LIMITED (IN BUSINESS RESCUE)	First Respondent
THE AFFECTED PERSONS IN THE FIRST RESPONDENT'S BUSINESS RESCUE	Second Respondent

**THE INDUSTRIAL DEVELOPMENT CORPORATION SOUTH AFRICA LIMITED:
SUPPLEMENTARY AFFIDAVIT IN TERMS OF 16 APRIL COURT ORDER**

I, the undersigned

BONGANI MIYA

do hereby state under oath as follows—

1. I am the authorised representative of The Industrial Development Corporation of South Africa Limited ("IDC").



2.

2.1 I deposed to an answering and supplementary affidavit in this application, both prior to the first hearing of this application on 16 April 2026.

2.2 I am duly authorised to depose to this affidavit and the facts herein contained are within my own personal knowledge and belief and are true and correct.

3. This preliminary supplementary affidavit is delivered in response to the concerns expressed by the business rescue practitioners (“BRPs”) of Tongaat Hulett Limited (“THL”) and Vision Investments 155 (Pty) Limited (“Vision”) regarding IDC’s funding of THL, the timing and implementation of the eleventh addendum to the PCF Facility Agreement (“**the 11th Addendum**”) and IDC’s role in facilitating a sustainable path forward for THL.

THE 11th ADDENDUM AND FUNDING FLOWS

4. Both the BRPs and Vision state that notwithstanding the conclusion of the 11th Addendum, the funding contemplated did not flow immediately and that such delay reflected a lack of urgency or commitment on the part of IDC.

5.

5.1 The 11th Addendum contemplated the approval of monthly budgets by IDC for each of the months of April, May and June 2026. The term “Approved Budget” is defined in the 11th Addendum as follows:



“Approved Budget – for each of the months of April 2026, May 2026 and June 2026, the Monthly Budget for each such month;”

- 5.2 Anything falling outside Approved Costs required the approval of an IDC governance structure, which is its Executive Committee and Investment Committee (**ECIC**). The term “Approved Costs” is defined in the 11th Addendum as follows:

“Approved Costs - operating and capital maintenance costs of the Borrower in the amounts and for the periods as envisaged in the Approved Budget, excluding however all Prohibited Uses, and/or otherwise as approved by the Lender pursuant to clause 18.12;”

- 5.3 Everything, from the outset, was premised on the approval of the Monthly Budget. This term is defined in the 11th Addendum as follows:

“Monthly Budget - the Borrower’s budget for each of the months of April 2026, May 2026 and June 2026, based on the budget approved by the Lender for March 2026, which the Borrower must complete, substantially in the form attached as Schedule 3 (Monthly Budget) and deliver to the Lender by no later than 15 days prior to the first day of the month for which the relevant monthly budget has been prepared, which monthly budget the Lender shall be entitled to approve, reject or require changes to, in its sole and absolute discretion and which monthly budget shall only become the ‘Monthly Budget’ for the month in question once it has been finally approved by the Lender;”

- 5.4 This was the agreement reached between THL, the BRPs and IDC in terms of the 11th Addendum. The Monthly Budget was at the core of the flow of additional PCF in terms of the 11th Addendum.
6. Following the conclusion of the 11th Addendum, monthly budgets needed to be presented for review by IDC. Certain approvals and administrative processes and implementations were required to be finalised if the monthly budgets included items that fell outside the scope of Approved Costs contemplated in terms of the 11th Addendum. These were *bona fide* operational requirements arising from IDC's governance obligations and funding procedures. The delay was neither deliberate nor intended to impede the operations of THL and at no stage did the IDC take a decision to withhold funding or frustrate the implementation of the 11th Addendum. This was the mechanism that the parties agreed to follow in terms of the 11th Addendum. In recognition of the urgency of dealing with the Monthly Budget and concerns raised by IDC (as will be elaborated below), ECIC delegated its authority to consider and approve the Monthly Budget to a group of executives of IDC. This was intended to fast-track the approval of the Monthly Budget.
7. No budget was presented for April 2026. The budget for May 2026 was presented to IDC on or about 22 April 2026. After its submission, IDC executives engaged THL regularly requesting supporting documents and raising concerns around certain items included in the May 2026 budget which were not regarded as operational or capital maintenance costs. IDC also raised a concern around amounts included as fees payable to the BRPs and their attorneys. Many of the concerns could not be resolved with the result that the May 2026 budget had to



be submitted to ECIC for approval. This resulted in the delay of the approval of the May 2026 budget. During this time, the June budget was also prepared and submitted to IDC.

8. In this period, THL was able to use PCF “reflows” (this being cash realised from the sale of stock, collection of debtors and IDC limiting excess cash sweeps), an inherent part of the revolving credit facility nature of the PCF facility (from inception) to discharge its operational requirements. This allowed THL to redraw monies against cash flow forecasts and utilise monies in the ordinary course of its operations. In fact, no new drawdowns were requested by THL pending the approval of the May 2026 budget. THL made it clear that it was able to maintain operations and discharge its obligations through the continued availability of PCF “reflows”. The May and June 2026 budgets were approved by IDC on 27 May 2026.
9. Apart from an issue in relation to fees and disbursements, which I am confident will be resolved and which in any event will not impede the flow of PCF funds, and as matters presently stand, THL is able to access and utilise the full extent of the PCF facility for Approved Costs, which has been increased to R2.5 billion.
10. On 27 May 2026, IDC advised the BRPs that IDC's ECIC had approved THL's May and June budgets. Drawdowns could resume in accordance with the PCF Facility Agreement (as amended by the 11th Addendum). A copy of the letter is annexed hereto marked annexure “IDCSA1”.
11. To date, no drawdown requests have been submitted to IDC, it still being the belief of the management of THL that THL can operate within the PCF “reflows”.



In this regard, I believe it is important for me to highlight the following extracts from a letter addressed by Rob Aitken, the chief financial officer of THL, to senior executives of IDC, dated 15 May 2026, attached as SA5 to the applicants supplementary affidavit, in which Mr. Aitken:

- 11.1 acknowledges the critical importance of ongoing liquidity through the PCF facility provided in terms of the 11th Addendum;
 - 11.2 points to the need to extend the PCF Facility beyond its expiry on 30 June 2026, until at least 30 September 2026, to enable all engagements taking place to continue in order to avoid a liquidation of THL;
 - 11.3 most importantly, says that "*Based on recent forecasts and currently known facts, THL generally expects to be able to operate within that limit during this period.*" According to Mr. Aitken, THL is able to operate and discharge all its ongoing obligations, within the PCF facility of R2.5 billion, until the end of September 2026.
12. IDC accordingly remains fully engaged in supporting THL's operational requirements pending the formulation and implementation of a longer-term solution. This support is demonstrated by the increase in the PCF facility by R200 million in terms of the 11th Addendum, followed by the approval of the May and June budgets despite concerns around certain items presented therein. IDC would also be willing to consider any request from THL and the BRPs for an extension of the PCF facility which will be necessary given the roadmap and approach it has resolved to undertake in order to reach a viable restructuring solution for THL. This will be dealt with in more detail later in this affidavit.



13. To place the issue in relation to the PCF funding in its proper perspective, and in order to dispel any suggestion of deliberate or avoidable delay, it is necessary to set out the following facts in chronological sequence which demonstrates the delay was neither deliberate nor intended:

13.1 THL used the PCF “reflows” in April and May, which were sufficient to discharge its operational debts and obligations. In other words, the PCF “reflows” provided (and will continue to provide) sufficient liquidity for THL to operate.

13.2 There were no drawdown requests from THL for April or May 2026 in terms of the PCF Facility Agreement – primarily because there was no need for additional funding to flow.

13.3 THL submitted its budgets for May and June 2026 for approval to IDC starting on or about 22 April 2026.

13.4 Upon receipt of budgets and prior to approval, IDC engaged with THL and the BRPs, on a regular basis, -

13.4.1 requesting clarification and supporting documentation from THL’s management, in relation to the following–

- (a) BRP’s fees and legal invoices;
- (b) detailed cost breakdowns; and
- (c) on appropriate CAPEX categorisation (whether what was envisaged was maintenance as opposed to expansion capital expenditure);



- 13.5 There were also concerns and queries in relation to non-operational expenditure which was incorporated in the budgets and related to:
- 13.5.1 consultant accommodation costs;
 - 13.5.2 maintenance of vacant/mothballed sites;
 - 13.5.3 rest of Africa operations;
 - 13.5.4 THL Properties' expenses;
 - 13.5.5 the costs and expenses of this application for THL's liquidation.
- 13.6 THL Properties held funds in a Standard Bank account that were available to provide immediate support to the milling operations. THL Properties was not permitted to utilise any funding from the PCF facility while THL Properties was under business rescue, and historically the requirements of THL Properties were funded by the Lender Group. Management of THL has since advised that Standard Bank has frozen the bank account of THL Properties under instruction of Vision. However, the budgets presented to IDC included expenses to be discharged on behalf of THL Properties.
14. There were regular engagements in relation to these matters and the time taken to address those matters was a function of their importance and nature rather than any lack of diligence on the part of IDC. This is exactly what was agreed in terms of the 11th Addendum. As matters stand, IDC has approved:



- 14.1 the May and June 2026 budget to ensure ongoing liquidity and financial support while efforts continue to bring about a viable restructuring solution;
 - 14.2 non-expansionary capital expenditure required for maintenance, regulatory compliance, safety and asset integrity;
 - 14.3 restructuring-related and non-operational costs including BRPs fees and associated advisory costs, but excluding costs related to this application;
 - 14.4 a specific waiver to permit capital expansion for completion of the fructose plant.
15. This demonstrates the IDC's compliance with the 11th Addendum and its commitment to THL.
16. The issues delaying the approval of the May and June 2026 budgets have, with the exception of fees and expenses relating to this application, now been resolved. The full and increased PCF facility is now available (with the PCF "reflows" always being available and utilised by THL) to be applied in accordance with the approved May and June 2026 budgets.
17. As regards the concern that drawdowns under the PCF Funding Agreements may be utilised to fund the present liquidation application, an accommodative framework has now been agreed to address that issue going forward and that framework is designed to facilitate the speedy resolution of this issue. It provides that:



- 17.1 IDC will review drawdowns specifically related to the liquidation as and when needed.
- 17.2 IDC will endeavour to respond to any BRP submissions for drawdowns pertaining to these liquidation application costs within 24 hours of receipt.
- 17.3 THL will submit these items as a separate drawdown request, with THL providing a detailed breakdown distinguishing between standard business rescue process costs and liquidation application expenses related to legal and BRP workstreams.
18. In conclusion, I find it necessary to respond to certain allegations and assertions made by the BRPs in their supplementary affidavit:
- 18.1 In paragraph 12 the BRPs fail to outline the full mechanism of the 11th Addendum. In addition to the extension of the PCF Facility until 30 June 2026, and an increase of the available PCF by R200 million, the operation of the PCF Facility was subject to the approval by IDC of monthly budgets for April, May and June 2026. Any item falling outside an Approved Cost would require IDC approval through its ECIC.
- 18.2 In paragraph 14 the BRPs assert that "*the restrictions*" imposed applied to the overall PCF Facility. This is not true. THL was able to utilise the PCF "reflows" and this is clearly demonstrated by the fact that THL continued to operate and was not in need of any additional PCF (being the R200 million in terms of the 11th Addendum) to sustain itself to date. This is pure sophistry designed to obfuscate from the real intention of the BRPs. That intention is to secure full and unconditional control over the



PCF facility and discharge all and any amounts they deem appropriate even if they are not operational in nature. It is clear that some of the expenses put forward in the May 2026 budget were not operational in nature. They included amounts for a new capital expenditure project, domestic expenses for a consultant, monthly fees for the BRPs of R2,300,000 (for April) and R1,380,000 (for May), legal fees of R1,445,860 (for April) and R3,550,000 (for May) and BRPs consultant costs of R161,500 (for April), all of which cannot be classified as operational. IDC, as PCF lender, is entitled to resist any step by the BRPs to secure full and unfettered control over the PCF facility. I make it very clear that if the budgets included Approved Costs, there would not have been any need for ECIC approval. That being said, and in order to accommodate the broader objective of a restructuring solution and make progress, IDC has approved the non-operational expenses as outlined above.

- 18.3 As regards the assertions in paragraph 16, the facts are that, to the knowledge of THL and the BRPs, IDC recognised the urgency of the approval of the budgets. During this period, IDC was comforted by the fact that since THL was able to use the PCF “reflows” and was therefore not in need of additional drawdowns, it was able to operate within the original PCF facility limit of R2.3 billion. Furthermore, in full recognition of the requirement under the 11th Addendum, the authority for the approval of budgets was delegated by the board of IDC to ECIC to further expedite matters and allow for matters to be dealt with on a daily basis.



There were regular engagements as demanded by the exigency of the matter at hand. These engagements were aimed at clarifying the issues in the budgets.

- 18.4 Likewise, it is not true for the BRPs to say, in vague terms, that no response or approvals were received on the budgets. The BRPs present annexures SA4 and SA5 as if there were no engagements taking place. There were, and I repeat, regular engagements on the budget involving THL management and the BRPs, addressing the concerns that IDC had regarding items demonstrate nothing more than an attempt by the BRPs to secure an unchecked environment in relation to the utilisation of the PCF. The submission of information as outlined in annexure A of SA4 is, in itself, evident of constant engagements. Such information could only have been provided in response to engagements and requests from IDC.
- 18.5 On 15 May 2026, IDC received the June 2026 budget. Thereafter, further engagements took place including the provision by THL on 19 May 2026 of a list of all outstanding invoices; the exchange of queries on 20 and 22 May 2026 and an engagement with Mr. Aitken regarding the insurance premium payable by THL
- 18.6 As regards the statements made by the BRPs in paragraph 22 that they are incurring expenses on the basis of promised funding which is not being made available by IDC, it is evident that there was no need for any additional funding as THL has, quite clearly, been able to operate within the limit of the R2.3 billion through the continued utilisation of the PCF “reflows”. These statements also contradict forthright and very clear



statements by THL management engaged by IDC that THL was able to, until the end of June and possibly into July, operate within the capacity of the PCF “reflows” without any need to submit drawdowns for additional funding. This is also borne out by Mr. Aitken’s correspondence referred to above.

18.7 It is not correct for the BRPs, as they assert in paragraph 23, that “*no party to the proceedings, or any other party for that matter, has presented anything to the BRPs which can possibly be considered as an alternatively acceptable and implementable business rescue plan which can (i) be considered by the BRPs (ii) be put to [THL’s] creditors for a vote and (iii) possibly be implemented*”. The BRPs have received proposals and it is incumbent on them to have presented these proposals and informed this court of the reasons they have been rejected and are not considered [by the BRPs as “*alternatively acceptable and implementable business rescue plan[s] which can (i) be considered by the BRPs (ii) be put to [THL’s] creditors for a vote and (iii) possibly be implemented*”].

18.8 The assertion in paragraph 25 must be viewed in the overall context. THL has survived since it was seemingly (in the view of the BRPs) destined for liquidation in September 2025 when additional funding was requested, and now lately through this application. All this time, THL has had sufficient liquidity and capacity to operate within the PCF facility, and has done so without the need to drawdown any additional amount of the increase of R200 million provided in terms of the 11th Addendum.



19. The BRPs have been far from candid to this court. They have not made a full disclosure of all the facts relevant to the regular engagements involving IDC, THL and themselves regarding the budgets that were presented. The BRPs have also not informed this court as to how it has happened that THL has been able to operate. No financial or cashflow projections are provided to illustrate the dire need they claim THL is under. The proof lies in the fact that THL has been able to operate since September 2025 within the PCF facility limit of R2.3 billion as agreed prior to the 11th Addendum. Now that the budgets have been approved and there is a framework to deal with any points of difference in the future, IDC will continue to engage THL and the BRPs on the liquidity requirements of THL.
20. The BRPs have exaggerated the dire financial position of THL, which is not borne out by Mr. Aitken. This also contradicts the fact that THL has survived since September 2025 within the PCF facility provided by IDC. The PCF facility is not a hollow offering. It was available and utilised throughout its term, and remains available pursuant to the 11th Addendum. The BRPs exaggerated stance causes unnecessary alarm within the sugar eco-system and the employees, which does not assist with bringing about a restructuring solution.

IDC'S COMMITMENT TO A RESCUE OUTCOME

21. IDC remains fully engaged in supporting THL's operational requirements, pending the formulation and implementation of a longer-term solution.
22. Vision asserts that IDC is not an ordinary commercial lender. Instead it is, according to Vision, a development bank with a public and statutory mandate. It



goes on to criticise IDC for what it claims to be a lack of engagement on the Vision restructuring proposal. This criticism is not based on fact, and is unfair. There is no reason (and nor does IDC have any such mandate) for the IDC to treat Vision differently from any other potential borrower or stakeholder nor is there any reason for IDC to delay any of its engagements with Vision. The fact that the IDC receives a proposal, examines it and then rejects it does not equate to a lack of engagement.

23. It has been suggested that IDC has been dilatory in advancing a long-term solution for the business rescue. This is not borne out by the facts. To this, I attach, as "IDCSA2", a table detailing the engagements held by IDC with every stakeholder including the discussions held and outcome of those discussions since this Court's order of 16 April 2026.
24. The table dispels any notion that IDC has failed to engage with the various stakeholders. On the contrary, it demonstrates an ongoing process of engagement directed at resolving the issues confronting the parties. The mere fact that those engagements did not immediately culminate in final resolution does not mean there was an absence of engagement. The issues confronting the parties are self-evidently complex, involving substantial financial commitments, complex commercial arrangements, competing stakeholder interests and legal consequences of considerable significance and complexity.
25. Vision criticises IDC for lack of proper engagement. Vision has not disclosed the full picture. What it omits to mention is all the engagements involving IDC, Vision and Standard Bank resulting in Vision being able to bridge the balance payable to the Lender Group for the acquisition by Vision of the legacy claims and security



of the Lender Group. IDC agreed to guarantee the bridge facility in an amount of R1.3 billion to enable Vision to complete the acquisition of the legacy claims and security of the Lender Group.

26. There have been many meetings involving Vision and IDC. Whilst, there have been certain delays in dealing with the issue of agreeing a revised rescue proposal from Vision for THL, the criticism is unjustified since the Vision proposal involves detailed consideration of funding structures, commercial agreements, governance issues, implementation mechanisms, and legal requirements, and the broader sustainability of the proposed transaction.
27. The issues arising from the Vision proposal are self-evidently complex, both commercially and financially. This is apparent from the IDC letter dated 27 April 2026, attached as “**RMS3**” to Vision’s supplementary affidavit, which records the Vision proposal and the key commercial and financial constraints with that proposal and other structural concerns. Evidently, these are complex issues which require engagement and careful evaluation, and the mere fact that the parties have not reached accord in relation thereto does not point to non-engagement or dilatory conduct on the part of IDC.
28. On 29 May 2026, members of the board and executives of IDC met to consider, *inter alia*, the issues arising from the Vision proposal and the ongoing proceedings before this Court.
29. Following upon those deliberations, members of the board set out guidelines for a structured sequence of steps designed to advance engagement with Vision with a view to pursuing a commercially viable solution for THL’s ultimate rescue.



The pathway underscores the board's continuing commitment to evaluating the various options and reaching a sustainable path forward. It also provides a clear framework for evaluating, negotiating and implementing the matters requiring resolution in the pursuit of a practical, commercially sound and legally sustainable agreement.

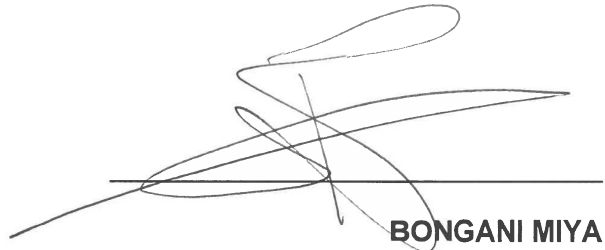
30. Senior executives of IDC and Vision had positive and constructive meetings on Monday, 1 June 2026, following the pathway set for continued engagements. The first meeting started at 09h00, and a second meeting was held at 16h30. A further meeting was held on Tuesday, 2 June 2026.
31. Following the first meeting on Monday, 1 June 2026, Vision has submitted a new proposal to IDC. The IDC senior executives will consider this proposal and revert to Vision.

DELAY

32. IDC acknowledges that this affidavit has not been delivered within the time periods originally contemplated and apologises to the court and other parties for that delay. No discourtesy was intended.
33. The delay arose from the need to obtain instructions, consider the evolving funding situation and engage with stakeholders, including the BRPs and Vision, and ensure that the information placed before the court accurately reflects the current status of discussions and funding arrangements.
34. IDC remains acutely aware of the urgency of these proceedings and the importance of providing the Court with updated information as expeditiously as

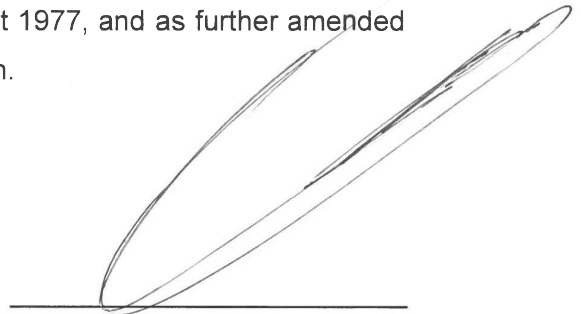


possible. IDC has considered the alternative proposals and potential for achieving business rescue outcome. However, on the information presently available to it and having regard to the extensive engagements undertaken, IDC will continue engaging Vision towards a viable restructuring plan for THL. IDC has engaged other stakeholders and will continue to engage with them in relation to any viable offer put forward. Any proposal will be considered on its merits with due regard to the objective of achieving a sustainable and commercially viable outcome.



BONGANI MIYA

I hereby certify that the deponent knows and understands the contents of this affidavit and that it is to the best of the deponent's knowledge both true and correct. This affidavit was signed and sworn to before me at SANDTON on this the 3 day of June 2026, and that the Regulations contained in Government Notice R.1258 of 21 July 1972, as amended by R1648 of 19 August 1977, and as further amended by R1428 of 11 July 1989, having been complied with.



COMMISSIONER OF OATHS

SOPHIA GEORGANTIS
 COMMISSIONER OF OATHS
 THOMSON WILKS INC
 PRACTISING ATTORNEY RSA
 PEBBLE BEACH BUILDING 8
 INANDA GREENS BUSINESS PARK
 54 WIERDA ROAD WEST, WIERDA VALLEY
 SANDTON

Our Reference: 1000100619
Your Reference: IDC 27_05_2026
Direct Line: 076 820 4000
E-mail Address: Reshlinn@idc.co.za
Date: 27 May 2026

Attention: Mr Trevor Murgatroyd
By Email: trevor@metis.co.za

To Metis Strategic Advisors,

This letter is in relation to the Tongaat Hulett Limited ("THL") Post Commencement Finance ("PCF") and to inform you that our committee approved the budgets and utilisation related to May 2026 and June 2026, with a condonation of the security cover ratio. The following is explicitly confirmed as follows:

1. Approval of Budget Utilisation

The committee approves:

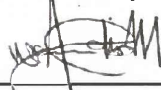
- 1.1. The May and June 2026 operating budgets, to ensure ongoing operational continuity;
- 1.2. Non-expansive capital expenditure required for maintenance, regulatory compliance, safety, and asset integrity;
- 1.3. Restructuring-related and non-operational costs, including Business Rescue Practitioner (BRP) fees and associated legal and advisory expenses, excluding costs related to the liquidation.
- 1.4. A specific waiver is granted to permit expansive capital expenditure for completion of the fructose plant project.

2. Liquidation Application Costs

- 2.1. The IDC will review of drawdowns specifically related to the liquidation as and when is needed.
- 2.2. The IDC will endeavour to respond to any BRP submissions within 24 hours of receipt.
- 2.3. These items should be submitted as a separate drawdown request, with THL providing a detailed breakdown distinguishing between standard Business Rescue costs and liquidation application expenses related to legal and BRP workstreams.

Please proceed with submitting the required drawdown request, as per the terms of the PCF agreement.

Yours sincerely



SBU Head: Lwandiso Makupula



Senior Dealmaker: Reshlin Naidoo

Annexure IDCSA2

Date	Meeting Name	Participants
21 April 2026	IDC/SA Canegrowers Task team meeting	SACGA, IDC
22 April 2026	THL PCF Budget Meeting	THL Management, IDC
24 April 2026	Vision Status Update Meeting	IDC, Vision, BRPs
04 May 2026	THL Management Meetings	IDC, THL Management and BRPs
05 May 2026	IDC/SA Canegrowers Task team meeting	SACGA, IDC
05 May 2026	PIC and IDC Meeting	PIC, IDC
07 May 2026	Vision Proposal Meeting	IDC, BRPs, Vision and THL Execs
07 May 2026	RGS Proposal Meeting	IDC and RGS
07 May 2026	Garuda Capital Intro Meeting	IDC and Garuda Capital
13 May 2026	THL Budget Meeting	IDC, THL Management
14 May 2026	BRPs and IDC Meeting	IDC, BRPs and THL Management
29 May 2026	Vision newly appointed advisors	IDC and Anthill Advisory

