IN THE HIGH COURT OF SOUTH AFRICA
(EASTERN CAPE DIVISION, GQEBERHA)

Case No: 1552/2025

In the matter between:

DAVID JOHN MASTERTON N.O.	**First Applicant**
QUINTON PATTINSON N.O.	**Second Applicant**
and	
KIRAN MOODLEY	**First Respondent**
BLUE CRANE ORGANICS (PTY) LTD **(Reg No 2024/578906/07)**	**Second Respondent**
ALL AFFECTED PARTIES **(Per Annexure "DM-4)**	**Third Respondents**

REPLYING AFFIDAVIT

I, the undersigned,

QUINTON PATTINSON

do hereby make oath and say that:

M. G

1. I am an adult male Senior Business Rescue Practitioner. I practice from Building 5 Waterfront Business Park, 9 Pommern Street, Humerail, Gqeberha.

2. The contents of this affidavit fall within my personal knowledge are both true and correct.

3. I have read the answering affidavit filed on behalf of First and Second Respondents as deposed to by Kiran Moodley and I wish to respond thereto. However, before I do so, I wish to attach as **QP 1**, an email dated the 18th of September 2024, drafted by First Respondent and addressed to me, subsequent to a due diligence conducted by Kiran Moodley.

4. I respectfully submit that this document was deliberately withheld by First Respondent as it provides answers to a lot of the issues that he raises in his affidavit. I will deal with the contents of **QP 1** as I deal *ad seriatum* with the contents of First Respondent's affidavit.

5. I now wish to deal *ad seriatum* with his affidavit.

6. ***Ad* paragraph 1 thereof:**

   The contents hereof are admitted.

M.G

7. ***Ad* paragraphs 2, 3, 3.1 and 3.2 thereof:**

As would be shown later herein, a large portion of the matter contained in First Respondent's affidavit is untrue, accordingly the contents hereof are denied.

8. ***Ad* paragraphs 4 and 5 thereof:**

The contents hereof are noted.

9. ***Ad* paragraph 5.1 thereof:**

9.1. The contents hereof are denied and Respondents are put to the proof thereof.

9.2. Section 140(1)(a) of the 2008 Companies Act states that a business rescue practitioner has full management control of the company in substitution for its board and pre-existing management.

9.3. Section 140(3)(b) states that during a company's business rescue proceedings the practitioner has the responsibilities, duties and liabilities of a director of the company.

M.G

9.4. In terms of section 162(2) a company, a shareholder, director, company secretary or prescribed officer of the company may apply to a court for an order declaring a person delinquent or under probation.

9.5. The BRP's are therefore fully within their rights and powers to bring an application to have a former or current director of the company declared delinquent. In any event the authorities are that even a creditor may do so.

10. ***Ad* paragraph 5.2 thereof:**

This aspect has been dealt with *ad nauseam* in previous litigation and will be dealt with further herein. Suffice it to say all the employees of the Blackie Swart Group was employed by the Blackie Swart Familie Trust and not by Proximitas. There was accordingly no need to join the employees and as will be shown later herein, they were fully aware of the business rescue process.

11. ***Ad* paragraph 5.3 thereof:**

11.1. The business rescue plan was properly adopted at a meeting of creditors. It is accordingly valid and lawful and needs to be acted upon, until such time that a competent court sets the plan aside.

M.G

11.2. The business rescue plan has one of two outcomes namely: the recovery of the business to become profitable again or, a structured winding-down of the company to the benefit of the creditors in the event where it would render a better dividend than a liquidation.

11.3. Again, this aspect has been dealt with comprehensively in previous litigation.

11.4. The LRA and ESTA provide specific relief for any person affected by any non-compliance therewith. I accordingly deny that these acts are at all relevant for the purpose of these business rescue proceedings.

12. ***Ad* paragraph 5.4 thereof**:

12.1. The contents hereof are denied and Respondents are put to the proof thereof.

12.2. We as the BRP's are ready, and have been ready for a very long time, to file a notice of substantial implementation. This matter will also be dealt with in more detail later on.

M. G

13. ***Ad* paragraph 5.5 thereof:**

13.1. First Respondent sought to enrich himself by the purchase of the fixed properties of Proximitas. When he failed to acquire same he resorted to all kinds of unlawful tactics as well as frivolous court actions to delay the matter further. In the process he caused substantial harm, especially with regards to legal fees, to Proximitas.

13.2. I therefore vehemently deny that he at all times acted in the best interested of the company.

14. ***Ad* paragraph 5.6 thereof:**

The contents hereof are denied and will be dealt with in the appropriate time and at the appropriate portion of the Answering Affidavit.

15. ***Ad* paragraph 6 (with subparagraphs) thereof:**

The contents hereof are noted.

16. ***Ad* paragraph 7 thereof:**

The contents hereof admitted.

M.G

17. ***Ad* paragraph 8 thereof:**

With reference to the provisions of section 2(1)(c) the contents hereof are denied as each of these juristic persons are/were related to each other.

18. ***Ad* paragraph 9 thereof:**

The contents hereof are noted.

19. ***Ad* paragraphs 10 and 11 thereof:**

The contents hereof are admitted.

20. ***Ad* paragraph 12 thereof:**

20.1. Applicants were appointed as the business rescue practitioners for Proximitas and Blue Crane Exports. Second Applicant and a Mr Jaco Durandt were appointed as the business rescue practitioners of Steenbokvlakte and Tracto Trading.

20.2. It is therefore denied that First Applicant was also appointed as a rescue practitioner to any of the other entities in the Blackie Swart Group, other than the two mentioned above,.

M.G

21. ***Ad* paragraph 13 thereof:**

21.1. I respectfully refer this Honourable Court to paragraph 4 of annexure **QP 1** under the heading *"Asset Sales"*.

21.2. First Respondent, in the due diligence he conducted, concluded that Tracto, Steenbokvlakte and Boschkraal should be sold as they were deemed to be non-core assets. This is exactly what happened. Accordingly, the contents hereof are denied and Respondents put to the proof thereof. The affairs were integrally intwined as these entities had covering bonds registered over its properties as security for debts of Proximitas and vice versa.

22. ***Ad* paragraph 14 thereof:**

22.1. Other than to admit that some of the employees of the Blackie Swart Group were resident on some of the farms in the group, it is vehemently denied that Proximitas had any employees. As stated earlier, all employees were employed by the Blackie Swart Family Trust.

22.2. I respectfully refer this Honourable Court to page 275 of volume 1 of the Respondents' answering papers. This is a transcript of a meeting to vote on the business rescue plan held on the 7th of October 2024. First Respondent was in attendance at this meeting.

M.G

22.3. I pertinently reminded everybody that the company, meaning Proximitas, does not have any staff and that we still needed to give the opportunity, should there be someone who wants to address anything on behalf of employees of the business. First Respondent did not dispute this or provided any input at the meeting. First Respondent accordingly acquiesced to the fact that Proximitas had no employees.

23. ***Ad* paragraph 15 thereof**:

23.1. I respectfully refer this Honourable Court to **QP 1**. This issue now raised here, belatedly, was never dealt with in the due diligence by First Respondent. Had it been so dealt with, I am confident that First Respondent would have attached a report of the due diligence where his issue had been raised.

23.2. I respectfully refer this Honourable Court to paragraph 4 of **QP 1** under the bullet point *"Suspensive Conditions"*. There First Respondent clearly states that *"BSFT staff restructuring, with key staff with retained and nonessential staff retrenched as necessary."* No mention whatsoever is made of Proximitas staff. Here, clearly, First Respondent acknowledged that the staff was in the employ of the Blackie Swart Family Trust.

M.G

23.3. Accordingly, the contents hereof are denied and Respondents are put to the proof thereof.

24. ***Ad* paragraph 16 thereof:**

The contents hereof are admitted.

25. ***Ad* paragraph 17 thereof:**

25.1. The contents hereof are denied and Respondents are put to the proof thereof.

25.2. A perusal of the transcript would clearly show that I have indicated to all attendees that we have only been involved with the group, at that stage, for a period of 2 weeks and that we did not have all the information at our disposal.

25.3. I specifically requested that a committee of staff members be formed. This is evident on page 7 of KM 2.

25.4. On a question of an employee attending the meeting, I indicated that I would have to make a decision to determine whether or not some of the employees would be retrenched or whether or not they would be put on short-time. This is evident on page 16 of the transcript.

M.G

25.5. At page 27 of the transcript, I informed the employees that a WhatsApp group would be created so that information could be given to the employees.

25.6. I accordingly deny that I informed the employees that their jobs would be secure.

26. ***Ad* paragraph 18 thereof:**

The contents hereof are denied and Respondents are put to the proof thereof.

27. ***Ad* paragraph 19 thereof:**

Other than to note that this plan was not adopted, the contents hereof are admitted.

28. ***Ad* paragraphs 20 to 24 thereof:**

28.1. I respectfully submit that it is irrelevant whether or not Marika Swart was unhappy with the first plan as it was in the hands of the creditors to decide whether or not the plan had to be adopted.

28.2. Other than that, I bear no knowledge of the contents hereof, do not admit same and put Respondents to the proof thereof.

M.G

29. ***Ad* paragraphs 25, 25.1 and 25.2 thereof:**

29.1. I respectfully refer this Honourable Court to paragraph 2 of **QP 1**. The second last sentence thereof reads *"through her attorneys, Ms Swart has confirmed her agreement to resign, and it has been agreed that I will be appointed to the trust as her replacement. This is a crucial step to ensure that BSFT remains collaborative in this restructuring process."*

29.2. This position was clearly adopted before the 18th of September 2024 when the email setting out the findings of the due diligence was published.

29.3. Accordingly, the contents hereof are denied and Respondents are put to the proof thereof.

29.4. For the sake of clarification, the Applicants never alleged that the First Respondent was involved with the BSFT prior to May 2024 as that is the date Pillay alleged the First Respondent became involved in the affairs as set out in the plan presented to ABSA and not during July 2024.

M.G

30. ***Ad* paragraph 26 thereof:**

The contents hereof are noted.

31. ***Ad* paragraph 27 thereof:**

The contents hereof are admitted.

32. ***Ad* paragraph 28 (with subparagraphs) thereof:**

The contents hereof are wholly irrelevant as the plan was never adopted. However, it is to be noted that this plan nowhere records that Proximitas has any employees in its service.

33. ***Ad* paragraph 29 thereof:**

First Respondent and his team prepared a plan which they submitted directly to the largest creditor of the Blackie Swart Group, Absa. Absa refused to accept the plan and insisted that a plan be prepared and submitted to the BRP's. A plan was thereafter prepared and submitted to Applicants. This plan was never adopted by the creditors and a final plan was thereafter prepared.

M.G.

34. ***Ad* paragraphs 30 to 38 thereof**:

34.1. This Honourable Court is respectfully referred to paragraph 4 of **QP 1**. The second sentence thereof First Respondent states, *"we are engaging BDO to conduct and independent valuation, which will form the basis of the final purchase price."* Again, this decision was taken before the 18th of September 2024 and happened before the meeting on the 30th of September 2024 with Applicants. The First Applicants suggestion to purchase the shares was always to do so as part of the rescue plan and not independently as the Fist Respondent did. This was so proposed as a fourth vote in the rescue plan dated 20 September 2024 (paragraph 7.1.4

34.2. In the same paragraph under the heading *"PCF Requirement"*, First Respondent states that the group requires an immediate injection of post-commencement finance amounting to R 35 000 000.00. Therein it clearly states that First Respondent believe that the current creditors should provide this PCF however, should they decline, First Respondent was prepared to provide the funding. This offer was accordingly made long before the meeting at Nolands.

34.3. Under the heading *"Suspensive Conditions"* First Respondents sets out the requirements for granting the PCF. In the second bullet, First Respondent refers to immediate management reform which includes

M.G

the resignation of Johann Swart as director of Proximitas with First Respondent taking his place.

34.4. I attach hereto as annexure **QP 2**, a document prepared by First Respondent, dated the 19th of September 2024, wherein he sets out the PCF funding details in the amount of R 35 000 000.00 which is to be made in January 2025 and to be used for funding operation activities to see the 2025-season through. This written offer was accordingly made 2 days after the publishing of the results of the due diligence conducted by First Respondent.

34.5. Accordingly, and inasmuch as the contents of these paragraphs are in conflict with the contents of **QP 1**, they are denied and Respondents are put to the proof thereof.

35. ***Ad*** **paragraph 39 thereof**:

I deny that the BRP's have been working together with First Respondent's team on finalising the Blue Crane plan. The Blue Crane plan attached as KM 4 was in any event dated August 2024.

M.G

36. ***Ad* paragraphs 40, 40.1, 40.2 and 40.3 thereof:**

Inasmuch as this is a correct summary of what transpired at the meeting, it is admitted. I assume the reference to the "Blue Crane Plan" wherever it is so referred to is in fact a reference to the Proximitas plan.

37. ***Ad* paragraph 40.4 thereof:**

37.1. I take umbrage to the suggestion of "window dressing".

37.2. I again reiterate that First Respondent did not dispute or correct the statement made by me or deliver an alternative input, accordingly he acquiesced to the statement made by me.

38. ***Ad* paragraph 40.5 thereof:**

For the reasons set out above, the contents hereof are denied and Respondents are put to the proof thereof.

39. ***Ad* paragraph 40.6 thereof:**

It is to be noted that First Respondent, during his address to the creditors, did not set the record straight with regards to alleged employees of the company.

M.G

40. ***Ad* paragraphs 40.7, 40.8 and 40.9 thereof:**

Inasmuch as this is a true summary of what transpired at the meeting, it is admitted. The remainder of the paragraphs is vehemently denied.

41. ***Ad* paragraph 40.10 thereof:**

Other than to state that I do not understand what First Respondent means by using the words *"that is a gross understatement"*, the remainder hereof are admitted.

42. ***Ad* paragraphs 40.11 to 40.14 thereof:**

Inasmuch as the contents hereof amounts to a correct summary of what transpired at the meeting, it is admitted save to state that the adjournment was not at my behest but indeed a vote to postpone took place as per the record of proceedings.

43. ***Ad* paragraphs 41 and 42 thereof:**

43.1. The contents hereof are denied and Respondents are put to the proof thereof.

43.2. We as the BRP's cannot dictate how the business rescue proceedings should be conducted. It is for the creditors to decide and

M.G

if the creditors refuse to accept a plan, a new plan has to be prepared. A new plan should then be prepared according to the wishes of the creditors, which have, in this instance, been clearly expressed.

44. *Ad* paragraph 43 thereof:

I admit receiving the WhatsApp. The First Respondent however does not disclose that I had contacted him telephonically immediately thereafter and scheduled a meeting with him, attorney Cindy Jonker and where his other attorney Van Schalkwyk was also present and this very issue discussed. I attach hereto as Annexure **QP 1.1** a recordal of the discussion and events. In Moodley's own words he states that "you going to tell me that the employees sit with the trust"

45. *Ad* paragraph 44 thereof:

45.1. The contents hereof are denied and Respondents are put to the proof thereof.

45.2. We have always involved First Respondent in all our dealings. This Honourable Court is respectfully referred to annexure KM 12 at page 315 of the first volume where I pertinently ask First Respondent whether or not he would like to address the creditors at that point in time. First Respondent declined.

M. G

45.3. I had as much contact as was permissible and for example attach hereto as Annexure **QP 1.2** a minutes of a discussion held on 9 October 2024 with all available employees of the trust as called by Anton Scheepers where pertinent issues are raised. I refer the Honourable Courts attention to the fact that:

45.3.1 Moodley was present after I personally collected him from his home in Uitenhage and he travelled with me

45.3.2 I was not permitted to communicate directly with the staff

45.3.3 As per the instructions of Moodley and Scheepers I was not permitted to interact with staff

45.3.4 They admitted that they neglected to share information that I had relayed to them to the staff

45.3.5 That there were no funds at hand

45.3.6 Full disclosure was made in respect the rescue proceedings

45.3.7 Moodley inter alia states

45.3.1.1. We are working collaboratively

45.3.1.2. The books are open to him

45.3.1.3. Everybody is being transparent

45.3.1.4. As I make plans I share same with him

M.G

46. ***Ad* paragraphs 45 to 47 thereof:**

46.1. The contents hereof are denied and Respondents are put to the proof thereof.

46.2. The revised business plan, instead of just providing for the immediate sale of the properties at auction, included a detailed scheme to permit First Respondent an opportunity to acquire the properties. Selling the properties at auction was a last resort in the event of First Respondent failing to acquire funding to purchase the properties. The First Respondent was as stated intimately involved therewith.

46.3. It is to be noted that all the creditors of Proximitas voted in favour of the plan

47. ***Ad* paragraphs 48, 48.1, 48.2, 48.3 and 49 thereof:**

47.1. I respectfully refer this Honourable Court to **QP 1**, the results of the due diligence published by First Respondent on the 18th of September 2024. Accordingly, the due diligence had been completed by the time the final plan was prepared.

47.2. In any event, and for reasons evident from **QP 1** and what I have already alluded to above, the contents hereof are denied and Respondent put to the proof thereof.

M. G

47.3. Insofar as reference is made to Blue Crane Exports CC, its liquidation proceedings had already commenced.

48. ***Ad*** **paragraphs, 50, 51 (with subparagraphs) and 52 (with subparagraphs) thereof:**

Other than that I take issue with the generous use of the word *"purported"*, the contents hereof are admitted.

49. ***Ad*** **paragraph 53 thereof:**

49.1. When I met with the employees of the Blackie Swart Group in person during December 2023, I expressly stated that I have been operating as a business rescue practitioner for the Blackie Swart Group for only 2 weeks. I did not have all the information at my disposal at that time. I later, during investigations conducted by me and First Applicant, discovered that all the staff were in fact employed by the Blackie Swart Family Trust and not by Proximitas.

49.2. I also again emphasise that First Respondent never challenged this view held by me up to February 2025. Clearly, First Respondent's sudden concern about the well-being of the employees is a belated afterthought abused to fit the narrative he wishes to pursue.

M.G

50. ***Ad* paragraph 54 thereof:**

50.1. What First Respondent conveniently fails to mention is that the majority of the staff employed on the farms that were sold at the auction were re-employed by the purchasers of those farms. First Respondent's argument in this regard is therefore devoid of any merit.

50.2. In the event of any of the new purchasers retrenching of evicting any existing staff employed or resident on that specific farm, they will have to answer to the relevant employees in terms of the Labour Relations Act as well as the ESTA.

50.3. The existence or not of employees within the Blackie Swart group is therefore wholly irrelevant for the purpose of this business rescue.

51. ***Ad* paragraphs 55 and 56 thereof:**

51.1. I once again respectfully refer this Honourable Court to paragraph 4 of **QP 1** under the final heading *"Asset Sales"* in terms whereof First Respondent, in his due diligence, concluded that Tracto, Steenbok and Boschkraal had to be sold.

51.2. I any event submit that reference to Tracto and Steenbok are wholly irrelevant.

M.G

51.3. I admit that KM 14 is a copy of Tracto's business rescue plan and KM 15 a copy of Steenbok's business rescue plan.

52. ***Ad* paragraphs 57 and 58 thereof:**

The contents hereof are admitted.

53. ***Ad* paragraphs 59 to 61 thereof:**

53.1. The contents hereof are denied and Respondents are put to the proof thereof.

53.2. I vehemently deny that First Respondent feared for the fate of the employees under the plan. He never dealt with any of the employees in his due diligence, nor in his proposed business rescue plan. It is a well-known fact that the employees would receive protection under the necessary labour relations legislation as well as ESTA.

53.3. I further deny that First Respondent was not interested in aquiring the properties belonging to Proximitas. That was his goal the whole time and the relationship between us and First Respondent soured the moment that he was unable to do so. I deny the relevance of KM 8 and deny that First Respondent is referred to KM 12 as an investor. I

M.G

submit that nothing, in any event, turns on the use of the term "investor" as opposed to "buyer".

54. ***Ad* paragraph 62 thereof:**

54.1. On the 13th of November 2024, Applicants issued circular 25 where notice of a meeting was given to discuss the offer received in phase 1 of the process as proposed in the business rescue plan. Applicants pertinently informed all affected persons that an offer under phase 1 of the rescue plan had been received within the allotted time frame. What is to be noted is that neither the identity of the person or entity making the offer, nor the extent of the offer had been disclosed. We then clearly state that the investor required an extension of the timelines outlined in the adopted business plan. I attach a copy of the first two pages of the circular hereto, as **QP 3**.

54.2. The meeting was duly held on the 15th of November 2024 and adopted by all creditors at the present at the meeting. Also adopted at the meeting was that, should the investor fail to obtain the necessary funds, the auction of the properties would be conducted by no later than the 14th of February 2025. The outcome of this meeting was set out in circular 26 circulated to all effected parties during November 2024. A copy of circular 26 is attached hereto as annexure **QP 4**.

M. G

54.3. Despite the fact that First Respondent failed to secure the necessary funding, I personally informed him that I would give him sufficient time up to the day before the auction to obtain the necessary funds.

54.4. Accordingly, the contents hereof are denied and Respondents are put to the proof thereof.

55. ***Ad* paragraph 63 thereof:**

I deny that Absa frustrated First Respondent's attempts to secure funding.

56. ***Ad* paragraphs 64 and 65 thereof:**

I bear no knowledge of the contents hereof, do not admit same and put Respondents to the proof thereof.

57. ***Ad* paragraphs 66 and 67 thereof:**

The contents hereof are admitted.

58. ***Ad* paragraph 68 thereof:**

58.1. Unfortunately, I have to repeat that the company had no employees. Accordingly, the argument in this regard is without merit.

M.G

58.2. I deny that First Respondent did not have knowledge of the fact that the auctioneers were appointed and of the date of the proposed auction.

58.3. I deny the amount of R 40 000 000.00 as proposed by First Respondent and put Respondents to the proof thereof.

59. ***Ad* paragraphs 69, 70 (with subparagraphs), 71, 72 and 73 thereof:**

59.1. I again state that Proximitas had no employees. All the employees in the Blackie Swart group were employed by the Black Swart Family Trust.

59.2. It is correct that these employees were deployed to the different entities within the Blackie Swart group. Accordingly, some of them did work on some of the farms. It is just a natural conclusion.

59.3. Similarly, some of the workers were accommodated on some of the farms. A large portion of the workers were actually accommodated in the township adjacent to Nqweba.

59.4. Any suggestions or opinions by First Respondent contained in these paragraphs are denied and Respondents are put to the proof thereof.

M.G

60. ***Ad* paragraph 74 thereof:**

I respectfully refer this Honourable Court of **QP 4** above wherein it was pertinently stated that the farms would be auctioned off by no later than the 14th of February 2025. Accordingly, the contents hereof are denied.

61. ***Ad* paragraph 75 thereof:**

The contents hereof are noted.

62. ***Ad* paragraphs 76, 77, 78, 78.1, 78.2 and 78.3 thereof:**

62.1. I deny that the relationship between Applicants and First Respondent soured for the reasons as set out in these paragraphs. Up to the moment that First Respondent realised that he was unable to secure the funds to purchase the farms belonging to Proximitas at the auction, the relationship was excellent. Only thereafter did First Respondent resort to delaying tactics and activities that can only be described as an attempt to derail the whole business rescue process.

62.2. Only during this time did First Respondent start to question Applicants' fees for the business rescue process. As far back as the 15th of October 2024, Applicants and First Respondent concluded a fee agreement which was submitted to the creditors for approval. The

M.G

agreement, as signed by First Respondent, had been attached as annexure KM 13 to Respondents' answering papers.

62.3. Accordingly, the contents hereof are denied and Respondents put to the proof thereof.

63. ***Ad* paragraphs 78.4, 78.5 and 78.6 thereof:**

63.1. On First Respondent's own admission, this is the first business rescue process that he had been part of. Concluding that he is ignorant to the business rescue process is therefore not unrealistic. The allegation that Applicants paint him as a fool due to that is, however, denied.

63.2. In the urgent application heard by the Honourable Mr Justice Malusi, on the 17th of April 2025, First Respondent made certain allegations as to the sale of the farm Boschkraal, under oath.

63.3. In our replying papers we attach documentary proof proving that these allegations were false. That was the reason why First Respondent's erstwhile attorney chose to rather withdraw as First Respondent's attorney of record.

63.4. In the urgent application heard on the 17th of April 2025 by the Honourable Mr Justice Lowe, and with full knowledge of the

M.G

documents attached in the previous matter referred to, First Respondent repeated these allegations. First Respondent did not even attempt in the slightest to explain whether or not those documents were wrong or should not be considered.

63.5. Similarly, with regards to the alleged employees of Proximitas, Applicants annexed IRP5 documents of some of the alleged employees of Proximitas. These documents clearly stated that the employees were employed by the Blackie Swart Family Trust. Despite not dealing with the contents of those documents, First Respondent persisted in maintaining that these employees were employed by Proximitas. It is telling to note, that these documents had not been attached to these papers by First Respondent. The conclusion to be drawn from this conduct by First Respondent, is inevitable.

64. ***Ad* paragraph 79 thereof**:

For the reasons stated above, the contents hereof are denied and Respondents are put to the proof thereof.

65. ***Ad* paragraph 80 thereof**:

Other than to state that First Respondent has subsequently done nothing to have the matter re-enrolled, the contents hereof are noted.

M. G

66. ***Ad* paragraph 81 thereof:**

For the reasons stated above, the contents hereof are denied and Respondents are put to the proof thereof. It begs the question that if the first respondent knew of employees that he never raised it with the Applicants.

67. ***Ad* paragraphs 82 (with subparagraphs), 83, 84 and 85 thereof:**

67.1. It is noted that First Respondent attach as KM 19 only 11 contracts of alleged employees. Each of these contracts reflect the employer to be the Blackie Swart Family Trust, Proximitas 60 (Pty) Ltd and Tracto Trading 100 CC.

67.2. Due to the fact, which is common cause, that the entities in the Blackie Swart Group were so intertwined, the decision was made that we as the BRP's would be paying the salaries of all the employees of the Trust. There is nothing untoward to that and it was done in the furtherance of the business rescue process. Accordingly, I submit that annexure KM 20 does not prove anything.

67.3. The 20 payslips attached as KM 21, merely refers the company name as Proximitas Investment. However, the Blackie Swart Family Trust-logo is clearly evident on this document. I need to pause and say that

M.G

we as the business rescue practitioners did not generate these payslips.

67.4. Upon investigation and searching records as well as keeping in mind the Applicants do not generate pay slips, I found the following in respect of annexure KM 19;

67.4.1. In respect Of Richard Harry (page 542) his payslip attached hereto as the bundle Annexure **QP 5** states that during January 2025 he was employed by the BSFT.

67.4.2. In respect of Perseverance Mudzviti, the payslip for the period January 2024 states that he was employed by the BSFT.

67.4.3. Ryan Ncube Mhokore the period September 2013, the payslip states that he was employed by the BSFT

67.4.4. Charlie Matjeke was employed by the BSFT as late as February 2025

67.4.5. Chavandro Peacock was employed by the BSFT for the period February 2025

67.4.6. Marlyn Daniels was also so employed by the BSFT for the period February 2025

67.4.7. Tatenda Ntukula was similarly employed by the BSFT for the period January 2025

68. The payslips annexed as KM 21 strangely reflect a pay period 28 March 2025 which is after the Proximitas farms were sold and the buyers took occupation.

M. G

The Applicants knew nothing hereof and the respectful deduction to be made is self evident.

68.1. The rest of the payslips attached as KM 23 from pages 634 to 762 all reflect the company name as the Blackie Swart Family Trust.

68.2. These documents therefore are hardly proof that the employees mentioned therein were employed by Proximitas.

68.3. Accordingly, it is vehemently denied that Proximitas had any employees.

69. ***Ad* paragraphs 86, 87, 88 and 89 thereof:**

69.1. I respectfully refer this Honourable Court to annexure KM 13.

69.2. In terms of the regulations issued in terms of the Companies Act, each of Applicants would be entitled to an hourly fee of R 2 500.00 plus VAT not exceeding R 25 000.00 per day. Accordingly, in a 20-day work period each of Applicants would be entitled to bill fees in the amount of R 500 000.00. That would mean that the business rescue practitioners would be entitled to renumeration of R 1 000 000.00 per month.

M.G

69.3. In terms of the regulations, we would be entitled to commission on each and every sale of assets conducted.

69.4. We soon realised that charging fees in this regard would be impossible for the company to pay. Accordingly, we entered into a fee agreement in terms whereof Applicants would each be paid a monthly retainer of R 50 000.00 until the conclusion of the proceedings. A further R 5 000.00 per month retainer for dedicated business rescue services were also agreed upon. This Honourable Court is respectfully referred to paragraphs 4.3 and 4.4 at page 376 of the answering papers.

69.5. In terms of paragraph 5.3, Applicants would be entitled to receive a 3% dividend on all assets sold, both movable and immovable. Similarly, in terms of paragraph 5.5, Applicants would be entitled to a success fee of 3% of any post-commencement finance it raised for the business during the process.

69.6. Initially, and due to the lack of funds in the company, Applicants did not take the full fee owed to them. That is why reconciliation was done and the amounts owed to Applicants billed by BR 36 in the amount of R 437 000.00.

69.7. The amount of R 4 878 622.46 was commission earned on the sale of farms and property prior to the adoption of the business rescue

M. B

plan. Upon a total calculations of the fees earned, this Honourable Court would see that it was done strictly in accordance with a retainer agreement entered into between Applicants and First Respondent and adopted by the creditors at the meeting in October 2024.

69.8. There is accordingly nothing untoward to any of these amounts.

69.9. It is startling to note that the First Respondent interprets section 152(8) to mean that BRP's are not entitled to any fees until such time that the rescue proceedings are terminated. He is clearly wrong and misinformed.

70. ***Ad*** **paragraphs 90 to 109 thereof:**

70.1. It seems to me that the highwater mark of Respondents' argument revolves around the alleged employees of Proximitas. I have dealt extensively with these issues and I am not going to repeat it again.

70.2. On the 23rd of June 2025, 17 alleged employees of Proximitas issued summons out of this Honourable Court under case no 2441/2025 against a total of 29 Defendants. Applicants were cited as the First and Second Defendants, First Respondent as the Twenty Sixth Defendant and Second Respondent as the Twenty Fifth Defendant.

M. G

70.3. Various forms of relief are sought *inter alia* that the business rescue plan adopted, dated 15 October 2024, be declared invalid and unlawful and set aside, an order declaring the business rescue proceedings to be materially irregular, unlawful and invalid, that the voting process of the 24th of October 2024 adopting the business rescue plan be declared legally invalid and unlawful, that the disposition of all farms and other properties of Proximitas subsequent to the business rescue plan being adopted be set aside, and that Applicants be removed as business rescue practitioners of Proximitas and simultaneously that the fee agreement referred to above be declared invalid and unenforceable.

70.4. No claims regarding any contravention of any labour related legislation or ESTA has been brought by these Plaintiffs. Furthermore, not a single claim sounding in money has been brought by any of these Plaintiffs. Accordingly, First Respondent's argument in these paragraphs is wholly irrelevant and devoid of any merits.

70.5. First Respondent conveniently disregards the fact that the purchasers of the farms re-employed most, if not all of the erstwhile employees of the Blackie Swart Family Trust. It is further telling to note that First Respondent is not able to give the name of a single employee whose employment was terminated or who was evicted from their dwelling on the relevant farm.

M.G

70.6. I wish to point out that annexure KM 24 is not an EMP 201 as provided for by legislation. It is merely an Excell sheet which I once again point out is dated a month after all the farms were sold and the buyers had taken occupation. It respectfully also not identify Proximitas anywhere and could just as well be the BSFT payrun.

70.7. In respect of any possible vote by the staff as alleged in paragraph 100 I respectfully point out the First Respondents and those who advise him have no understanding of rescue proceedings. Staff have no vote unless they are owed money. Even if they could have voted it would have such an insignificant percentage given the weight of the general body of creditors that if they had voted against the adoption of the plan it would have been adopted. It would also not have affected the security held by ABSA.

70.8. Accordingly, the contents of all these paragraphs are denied and Respondents are put to the proof thereof.

71. ***Ad* paragraphs 110 to 116 thereof:**

I have dealt with this issue above and deny that Applicants do not have the necessary *locus standi* to bring an application in terms of section 162(2) of the Companies Act.

M.G

72. ***Ad* paragraphs 117 to 122 thereof:**

I confirm that Proximitas had no employees previously, and most definitely no employees at this stage in time. Accordingly, the argument in this regard is wholly without any merit.

73. ***Ad* paragraphs 123 to 130 thereof:**

73.1. If First Respondent felt so aggrieved by the business rescue plan, he could have brought an application to have the plan set aside. Had he done so, that application would have been heard and disposed of by the relevant court seized with the matter by now.

73.2. Instead, First Respondent to all the frivolous litigation referred to as well as the unlawful actions of locking the purchasers of the farms out of the farms. It furthermore needs to be noted that, on First Respondent's own version he conducted a due diligence on the farms less than 6 months before resorting to his first urgent application.

73.3. Accordingly, the contents of these paragraphs are denied and Respondents are put to the proof thereof.

74. ***Ad* paragraphs 131, 132 and 133 thereof:**

The contents hereof are admitted.

M. G

75. ***Ad* paragraphs 134 and 135 thereof:**

75.1. The business rescue plan was adopted with full knowledge of First Respondent. First Respondent knew exactly what would happen during the business rescue process, specifically with regards to the assets of Proximitas. He actively attempted to purchase these assets but ultimately failed to do so. Upon his failure he launched an urgent application, the day before the auction was set to commence, to prevent the auction. This was done for cynical reasons and contrary to the wishes of the creditors.

75.2. Earlier in his affidavit, First Respondent said that what he did, he did on legal advice. However, First Respondent brought the first urgent application in the name of Proximitas without first seeking the court's permission in terms of section 133. Clearly he was ill-advised. That caused Proximitas to incur legal expenses which could have been used for the benefit of the creditors and ultimately the shareholder.

75.3. Upon failing to stop the auction, First Respondent effectively organised a campaign of resistance on the farms where the purchasers were denied access to the farms. These farms are all irrigation farms of which some had their water supply terminated. It was a condition of the sale that the purchasers would take immediate occupation to the farms to restore the water supply and, in the cases where the electricity was cut, the electrical supply. How First

M.G

Respondent cannot see that these conditions favoured the employees working on those farms irrespective of by whom they were employed, is not understood.

75.4. Again, the conduct of First Respondent caused the BRP's to approach the court on an urgent basis. The BRP's were ultimately successful with a cost order in their favour, however, not all of the costs expended could be recovered.

75.5. The urgent application of the 17th of April 2025 has been dealt with. As is in this case it is tactic of First Respondent to attach voluminous irrelevant material to his affidavit. That places Applicants at a disadvantage and also increases of the costs of any these applications unnecessarily.

75.6. The biggest issue is that, due to the pending litigation, we cannot issue a certificate of substantial compliance. That prolongs the business rescue process to the detriment of the creditors, the company and the shareholder. These business rescue proceedings should have been concluded subsequent to the sale of the farms, yet First Respondent's conduct is deliberately prolonging the conclusion thereof. Accordingly, First Respondent has only himself to blame for the fact that the fees of the business rescue practitioners is rising exponentially.

M.G

75.7. Accordingly, First Respondent is, due to his conduct, impeding the implementation and finalisation of the plan.

76. ***Ad* paragraph 136 thereof:**

The contents hereof are denied and Respondents are put to the proof thereof.

77. ***Ad* paragraph 137 thereof:**

I deny that First Respondent took any actions to prevent employees from being unlawfully evicted. Applicants has set out in detail the different litigation in this matter of which none has been an application in terms of the provisions of ESTA.

78. ***Ad* paragraph 138 thereof:**

The contents hereof are denied and Respondents are put to the proof thereof.

79. ***Ad* paragraph 139 thereof:**

The contents hereof are admitted except insofar as that the BRP's have not had all the records of the company. On the contrary they have struggled to obtain information and documents from inter alia the First Respondent.

M.G

80. ***Ad* paragraphs 140 and 141 thereof:**

80.1. I admit that First Respondent have not impeded our ability to call meetings of creditors and to hold votes on the conduct of the business rescue process. However, First Respondent has actively embarked on a mission to prevent us from administering the company and its assets as set out above.

80.2. Accordingly, the contents hereof are denied.

81. ***Ad* paragraph 142 thereof:**

The contents hereof are denied.

82. ***Ad* paragraph 143 thereof:**

It is noted that First Respondent just makes a bold statement referring to unlawful consequences of Applicants' actions. However, First Respondent cannot point to a single incident where we allegedly acted unlawfully. No wonder they have been unsuccessful in their frivolous litigation up to now.

83. ***Ad* paragraph 144 thereof:**

The contents hereof are denied and Respondents are put to the proof thereof.

M.G

84. ***Ad* paragraphs 145 to 154 thereof:**

84.1. I again reiterate that no proceedings on behalf of any employee to protect their statutory right has been brought against Applicants or Proximitas.

84.2. It is telling to note that First Respondent sought to benefit from the implementation of the adopted business rescue plan and only once he failed to do so, he resorted to the actions as set out previously.

84.3. It is unclear what the *"Scheme"* is that First Respondent is referring to. The business rescue plan was duly presented and adopted and it is the duty of the BRP's to execute such plan.

84.4. As stated, multiple times before, business rescue has a two-pronged approach. Absa, the largest creditor, insisted on a structed winding-down of the company. This was supported by the rest of the creditors, as well as First Respondent as the sole director of Proximitas.

84.5. It is cynical of First Respondent to now dispute the legality of the business rescue plan. That plan would not have been adopted and implemented if there was any prospect of returning the company to profitability.

M.G

84.6. The First respondent fails to disclose that it was not only the Applicants but also Absa and three other parties who opposed the application. I respectfully submit that no creditor would even upon liquidation instruct the appointed liquidator to set aside the sale transactions. Such litigation would again be opposed by ABSA as well as the purchasers at great cost to what will be the insolvent estate. It begs the question of who will fund the insolvent estates legal fees to be incurred. It is bizarre to think the creditors would as it would effectively be against themselves. The implication to the creditors and purchasers would be catastrophic to say the least. Should the farms again be sold, now in liquidation, it would never reach the prices it did.

84.7. Accordingly, the contents hereof are denied and Respondents are put to the proof thereof.

85. ***Ad* paragraphs 155 to 160 thereof:**

I have dealt with this issue before as well as above and stand with what I have said therein. First Respondent conveniently omitted the fact that he requested the purchaser of the relevant farm to repeat a lapsed offer and that he thereafter signed all the documentation to effect the sale of the farm. That is clearly at variance to the allegation once again repeated herein.

M.G

86. ***Ad* paragraphs 161 to 164 thereof**:

It is telling to note that First Respondent did not file a confirmatory affidavit on behalf of either Marika Swart or Cindy Jonker. Accordingly, the contents hereof are hearsay and should be disregarded by this Honourable Court. The fact of the matter remains that funds destined for Proximitas almost ended up in the bank account controlled by First Respondent had I not intervened. Annexure DM 30 does not refer to the affairs of the trust and explicitly refers to payments due to Proximitas. Mrs Swart attempted to divert the funds as stated.

87. ***Ad* paragraphs 165 to 168 thereof**:

I have dealt with these issues before and accordingly I deny the contents hereof.

88. ***Ad* paragraphs 169 (with subparagraphs) and 170 thereof**:

The contents hereof are admitted.

M.G

89. ***Ad*** **paragraph 171 (with subparagraphs) thereof:**

89.1. I respectfully refer this Honourable Court to paragraph 4 of **QP 1**. There First Respondent clearly states that "they" offered to buy out the shares of Proximitas at market value, subject to a discount due to the group's distressed financial position. Furthermore, the offer that First Respondent made to purchase the properties were substantially less than the amounts eventually fetched at the auction. First Respondent indeed attempted to acquire the company's assets at a discount.

89.2. First Respondent has failed to provide a single instance where he championed for the rights of the employees. He full-heartedly persists, despite being in possession of documentary proof that Proximitas had no employees, to harp on this fact. Furthermore, he could not refer this Honourable Court to one instance wherein erstwhile employee of the Blackie Swart Group lost its employment, or was evicted from the farm where such employee resided.

89.3. Accordingly, the contents hereof are denied and Respondents are put to the proof thereof.

90. ***Ad*** **paragraphs 172 (with subparagraphs) to 177 thereof:**

The contents hereof are denied and Respondents are put to the proof thereof.

M.G

91. ***Ad* paragraphs 178 and 179 thereof:**

The contents hereof are noted.

92. ***Ad* paragraphs 180 and 181 thereof:**

The contents hereof are denied.

93. ***Ad* paragraphs 182 to 184 thereof:**

The contents hereof are noted.

94. ***Ad* paragraphs 185 and 186 thereof:**

For the reasons set out above, the contents hereof are denied.

95. ***Ad* paragraphs 187 to 189 thereof:**

The contents hereof are admitted.

96. ***Ad* paragraph 190 thereof:**

For the reasons set out above, the contents hereof are denied.

M.G

97. ***Ad* paragraphs 191 and 192 thereof:**

The contents hereof are noted.

98. ***Ad* paragraphs 193 and 194 thereof:**

I stand with what I have said, and I have explained the fee agreement that was entered into between Applicants and First Respondent. Mr Beter has no involvement or interest with JD Advisory services. This is again an attempt to cloud matters and involve Mr Bester in matters he has no interest in. The First Applicant has throughout elected to make false innuendos in an effort to mislead the court.

I vehemently deny the insinuation that Van Schalkwyk made a vague comment. He specifically said that he had to choose between the BRP's and attorney David Le Roux. It was plain and so recorded which recording will be made available should a factual dispute arise. The BRPS's said as much in their affidavit.

99. ***Ad* paragraph 195 thereof:**

The contents hereof are noted.

M. G

100. ***Ad* paragraphs 196 and 197 thereof:**

I have been advised, which advice I believe to be correct, that before matter will be struck from an affidavit, an applicant must show that he or she or it would be prejudiced should the matter not be struck. Respondents failed to do so. I in any event deny that the allegations made setting out the history of the sequestration of the Blackie Swart Family Trust is vexatious in any manner.

101. ***Ad* paragraphs 198 to 201 thereof:**

101.1. Up to now First Respondent has not given a single bit of evidence proving any mismanagement on Applicants' side, nor theft as alleged. These are very serious allegations made against Applicants and Respondent has, despite an opportunity to do so, not come forth with such proof.

101.2. Accordingly, the contents hereof are denied.

102. ***Ad* paragraphs 202 to 205 thereof:**

Inasmuch as the contents hereof are at variance to what I have stated, it is denied.

M.G

103. ***Ad* paragraph 206 thereof:**

The contents hereof are denied.

104. ***Ad* paragraph 207 thereof:**

The contents hereof are noted.

105. ***Ad* paragraphs 208 and 209 thereof:**

As the Trust was intertwined with the business rescue proceedings as well as the fact that the Trust was the sole shareholder of Proximitas, it is denied that the engagement with the Trust are irrelevant to these proceedings.

106. ***Ad* paragraph 210 thereof:**

The contents hereof are denied and Respondents are put to the proof thereof.

107. ***Ad* paragraphs 211 and 212 thereof:**

Again, Respondents fail to show how they would be prejudiced if the allegations remained in the affidavit. Accordingly, their complaint is without merit.

M.G

108. ***Ad* paragraphs 213 to 215 thereof**:

It was never said that the business plans has been adopted, it was merely said that the business plans had been prepared and published. It is common cause that the business plan with regards to Proximitas was not adopted at that stage. Accordingly, the contents hereof are denied and Respondents are put to the proof thereof.

109. ***Ad* paragraphs 216 to 222 thereof**:

I confirm the contents of paragraph 36 and 37 of the founding affidavit, accordingly the contents of these paragraphs are denied.

110. ***Ad* paragraphs 223 to 225 thereof**:

110.1. It is correct that the business plan prepared by First Respondent was not voted on. I am again assuming that the deponent intends to refer to Proximitas as Blue Crane Exports CC was at that time already in the process of liquidation

110.2. I fail to understand how a plan providing for a structured winding-down of the company intentionally attempts to circumvent the employees' statutory rights. It is telling to note that First Respondent does not provide any detail substantiating this spurious allegation.

M.G

110.3. First Respondent stood to greatly benefit from the business rescue plan adopted, however, as stated above, he failed to secure the necessary funds and thereafter resorted to his hostile attitude towards the business rescue practitioners.

111. ***Ad* paragraphs 226 to 230 thereof:**

111.1. I again respectfully refer this Honourable Court to the contents to **QP 1**.

111.2. For the reasons set out above, as well as the contents of **QP 1**, the contents of these paragraphs are denied and Respondents are put to the proof thereof.

112. ***Ad* paragraphs 231 to 235 thereof:**

112.1. I confirm the contents of paragraph 40 of the founding affidavit.

112.2. I deny that First Respondent was opposed to the winding-down plan and it is telling to note that he cannot show one little bit of correspondence, or in the transcripts of meetings, where he raised his concerns about the winding-down process.

M. G

112.3. I deny that Applicants allowed the company to be stripped of its core assets. In terms of the gradual winding-down process, the assets of the company had to be sold.

112.4. The whole reason why there was provision made for a purchaser of the assets was because First Respondent wanted to purchase the assets. If that was not for that case, we would have immediately referred the property to auction. As stated above, we gave First Respondent ample opportunity to secure the necessary funds to purchase the farms.

113. ***Ad* paragraph 236 thereof**:

As stated above, there was no employees and this is reflected in the transcripts attached by First Respondent to the answering papers.

114. ***Ad* paragraph 237 to 240 thereof**:

I confirm the contents paragraph 42 of the founding affidavit and accordingly I deny the contents hereof.

115. ***Ad* paragraphs 241 to 243 thereof**:

For the reasons set out above, the contents hereof are denied. At all relevant times First Respondent wanted to acquire the assets of Proximitas.

M.G.

116. ***Ad* paragraphs 244 to 247 thereof:**

116.1. It is clear that First Respondent confuses the sale of the property with a sale in execution. That is not the case. Accordingly, we do not have to comply with all the strict requirements prescribed for a sale in execution.

116.2. Accordingly, the contents of these paragraphs are denied.

117. ***Ad* paragraphs 248 and 249 thereof:**

The contents hereof are noted.

118. ***Ad* paragraphs 250 to 251 thereof:**

Other than to note that the properties were sold in excess of R 20 000 000.00 more than the offer made by First Respondent, the contents hereof are noted.

119. ***Ad* paragraph 252 thereof:**

The contents hereof are noted.

M.G

120. ***Ad* paragraphs 253 to 255 thereof**:

First Respondent did have a power of attorney to act on behalf of the Trust.

121. ***Ad* paragraph 256 thereof**:

I deny that there was nothing untoward for First Respondent to launch the proceedings on such very short notice. It was nothing other than a trial by ambush which ultimately failed.

122. ***Ad* paragraph 257 thereof**:

The contents hereof are denied and Respondents are put to the proof thereof.

123. ***Ad* paragraph 258 thereof**:

The fact of the matter is that the Honourable Mr Justice Laing accepted the arguments advanced on behalf of the BRP's and dismissed the application. On what basis First Respondent can deny that the arguments were factually correct and good in law, is not understood, nor explained.

M.G

124. ***Ad* paragraphs 259 to 261 thereof:**

Other than to state that the denial is not understood, the contents hereof are noted.

125. ***Ad* paragraphs 262 to 264 thereof:**

A successful party is always entitled to its costs. In this instance, First Respondent instigated the application and mulcted Proximitas with the costs. Furthermore, it is not understood how First Respondent would likely be successful on the merits in due course as First Respondent has not pursued the application any further.

126. ***Ad* paragraphs 265 and 266 thereof:**

The denial is not understood. I accordingly confirm the contents of paragraph 54 of the founding affidavit.

127. ***Ad* paragraphs 267 and 268 thereof:**

For the reasons set out in paragraph 55 and 56 of the founding affidavit, the contents hereof are denied.

M.G

128. ***Ad* paragraphs 269 to 271 thereof:**

For the reasons set out above as well as in the founding affidavit, the contents hereof are denied.

129. ***Ad* paragraph 272 thereof:**

This was a direct communication made to the BRP's by the Trustees. There is accordingly no need to annex a confirmatory affidavit, as the contents hereof does not amount to hearsay evidence.

130. ***Ad* paragraphs 273 and 274 thereof:**

As stated above, the BRP's are in possession of documentary evidence from SARS showing that the employees were in the employment of the Trust and not Proximitas. Accordingly, the contents hereof are denied and Respondents are put to the proof thereof.

131. ***Ad* paragraphs 275 and 276 (with subparagraphs) thereof:**

Similarly, the allegations made in these paragraphs are vague. The farm Hemelsvlakte was sold to Kaap Agri and belonged to Steenbokvlakte PTY Ltd and was not an asset of Proximitas. While Second Respondent never took ownership from Kaap Agri, due to its breach of contract and inter alia

M.G

failure to pay Eskom, it did indeed take possession thereof for a short period for its own benefit.

132. ***Ad* paragraphs 277 to 279 thereof:**

The contents hereof are denied and Respondents are put to the proof thereof.

133. ***Ad* paragraph 280 thereof:**

The fact of the matter is that the Honourable Mr Justice Malusi granted an order that First Respondent now claim the Applicants were not entitled to. First Respondent chose not to appeal against the order. Clearly, First Respondent is mistaken.

134. ***Ad* paragraphs 281 to 289 thereof:**

134.1. Clearly, in launching the urgent application to stay the sale of the farms, First Respondent was aware of the auction. First Respondent also attached an alleged transcript of the conditions as read out by the auctioneer. It therefore seems as if First Respondent attended the auction or had a representative attending the auction.

134.2. Accordingly, First Respondent would have been well aware of the conditions of sale being that the purchasers were compelled to take

M.G

immediate occupation of the properties they bought. I accordingly deny that First Respondent had no idea that the purchasers intended to take immediate occupation of the farms.

134.3. Furthermore, it is denied that there was a harvestable harvest in the orchards. Some of the orchards were in such a bad condition that they had to be replanted. This aspect has been dealt with extensively in the relevant application and alluded upon in the judgment. Instead of resorting to the unlawful actions admitted to by First Respondent, they could have engaged with me or First Applicant in a meaningful way to ascertain exactly what the state of affairs were. They failed to do so and rather resorted to these illegal activities.

135. ***Ad paragraphs 290 and 291 thereof:***

It is telling to note that the contents hereof are not denied. First Respondent also seemingly disregards supplementary affidavit filed by Mr Francois Joubert.

136. ***Ad paragraphs 292 and 293 thereof*:**

Up to now, First Respondent has done nothing to have the auctions set aside.

M.G

137. ***Ad* paragraphs 294 to 301 thereof:**

137.1. First Respondent never stated in his affidavit that he was implicit in securing the sale of the farm Boschkraal. He never stated that he requested the purchaser to renew its lapsed offer, nor that he signed the necessary documentation as set out in paragraphs 67 to 69 of the founding affidavit. First Respondent can now try and explain his omission as much as he likes, the impression that he created during the trial, which was repeated on the 17th of April 2025, was that the transaction was illegal and that he was unaware thereof.

137.2. First Respondent was not present in the chambers of Malusi, J and therefore does not know what transpired there. His attorney withdrew due to ethical reasons because of the false instructions that First Respondent gave him.

137.3. Accordingly, the contents hereof, inasmuch as it is in variance with the contents of the founding affidavit, are denied and Respondents are put to the proof thereof.

138. ***Ad* paragraphs 302 and 303 thereof:**

The contents hereof are denied.

M.G

139. ***Ad* paragraphs 304 to 310 thereof**:

139.1. I deny that attorney Cindy Jonker would have given First Respondent the advice he now claims to have received from her. This is bolstered by the fact that First Respondent failed to obtain a confirmatory affidavit from Ms Jonker.

139.2. It also does not attract from the fact that First Respondent attemted to divert funds belonging to Proximitas to one of his own entities. If this was an above-board transaction, it would be reasonable to expect First Respondent to have alerted us immediately and to facilitate the transfer of the funds to Proximitas' bank account.

139.3. Accordingly, the allegations by First Respondent in this regard are denied and Respondents are put to the proof thereof.

140. ***Ad* paragraph 311 thereof**:

140.1. It is denied that the application was with merit and ought to have been awarded.

140.2. It is telling to note that up to now, First Respondent failed to re-enrol the matter.

M.G

141. ***Ad* paragraphs 312 to 314 thereof:**

Inasmuch as the contents hereof is at variance with what was said in paragraph 74 of the founding affidavit, it is denied. Applicants had no option but to oppose the application. First Respondent's allegation in this regard is therefore vexatious and without merit.

142. ***Ad* paragraphs 315 to 319 thereof:**

142.1. The contents hereof are denied.

142.2. I vehemently deny that First Respondent's proposal was to consolidate and re-finance the company's debts. It is telling to note that First Respondent cannot provide a single email or letter wherein this suggestion has been made. All along, it was First Respondent's intention to acquire the properties belonging to Proximitas.

142.3. First Respondent did indeed seek a further postponement to obtain the necessary funds. The creditors voted thereon and granted First Respondent this indulgence. I personally informed First Respondent that I would give him sufficient time up to the date of the auction to acquire the necessary funds.

142.4. There is a lack of understanding by First Respondent of the structed winding-down position. The purpose thereof is to derive a benefit and

M.G

dividend for the shareholders and creditors which is better than would be in the case of a liquidation. There was, accordingly, no question that the company should be liquidated as it would be to the detriment of the creditors and shareholders.

142.5. Reference to First Respondent as an investor rather than a purchaser is immaterial. We deliberately chose not to disclose the identity of the alleged investor, nor the extent of the offer that was made.

143. ***Ad* paragraphs 320 to 324 thereof:**

For the reasons set out above, the contents hereof are denied and Respondents are put to the proof thereof.

CONCLUSION:

144. I accordingly pray for an order in terms of the notice of motion.

QUINTON PATTINSON

SIGNED and **SWORN** before me at **GQEBERHA** on this 17 day of **DECEMBER 2025**, the Deponent having acknowledged that he knows and understands the contents of this Affidavit, which is deposed to in accordance with the regulations governing the administration of an oath as more fully set out in

M.G

Government Notice R1258 of 21 July 1972, as amended by Government Notice 1648 dated 19 August 1977 and Government Notice 903 dated 10 July 1998.

C/T
7284583-2
M. Govindsamy

COMMISSIONER OF OATHS

SOUTH AFRICAN POLICE SERVICE
KABEGA PARK
2025 -11- 27
PERSONNEL SERVICES
SOUTH AFRICAN POLICE SERVICE

QP 1

Subject:	Offer to Purchase Shares in Proximitas - Financial Restructuring and Management Reforms
Date:	Wednesday, 18 September 2024 at 09:44:33 South Africa Standard Time
From:	kiran@doregos.co.za <kiran@doregos.co.za>
To:	Pat Pattinson | Business Rescue 360 <Patp@businessrescue360.co.za>
CC:	'Warren Parker' <wp@jgs.co.za>, 'Cindy Jonker' <cindyj@jgs.co.za>, 'Anton' <anton@aimco.co.za>, dean@doregos.co.za <dean@doregos.co.za>, waterkloof15@gmail.com <waterkloof15@gmail.com>, marika@srvalley.co.za <marika@srvalley.co.za>, David Masterton | Business Rescue 360 <Davidm@businessrescue360.co.za>
Attachments:	image001.jpg

Dear Pat ,

I trust this message finds you well. After conducting thorough due diligence on the **Proximitas Group**, we would like to formally present our offer to purchase the company in distress. Our findings during the due diligence process have highlighted significant areas of concern within the group, which we believe must be addressed to ensure its long-term sustainability.

1. Due Diligence Findings

Upon reviewing the group's financial and operational structure, we identified **serious areas of mismanagement, misconduct, and financial irregularities**. These issues have been compounded by a **plethora of cross-pollination** between entities, which has compromised the overall financial health and well-being of the group. Specifically:

- The group was **ill-advised in its structure**, and we observed a **lack of competent management** that has led to financial distress.
- Several **agreements made in desperation** showcase the lack of strategic care and foresight in decision-making.
- The **accrual of non-core assets** only cements our view that the group's management did not prioritize the long-term interests of the business.

2. Management and Governance Issues

Throughout our assessment, it became evident that the management of the group has been lacking, and we attribute much of the financial distress to these governance failures. As part of our discussions, we raised several concerns directly with the group's CEO, **Marika Swart**.

We have made it clear that any offer we make is **contingent upon her resignation** from all management roles within the group and as a **trustee of the Blackie Swart Family Trust (BSFT)**. Through her attorneys, Ms. Swart has confirmed her agreement to resign, and it has been agreed that I will be appointed to the Trust as her replacement. This is a crucial step to ensure that **BSFT remains collaborative** in this restructuring process.

3. Role of the BSFT and Debt Negotiation

The **BSFT Trust** is an integral part of the group's success and will be critical in the restructuring process. We have identified that much of the debt incurred by the Trust was for the operations of the broader group, yet there has been no **shared responsibility** in addressing this burden due to the **financial mismanagement** across entities.

We are proposing that **BSFT cede all its producing farms** to **Proximitas** for management and full use of its assets, as well as the off-take of its fruit for the next **three seasons**. In exchange, **Proximitas will pool the Trust's creditors** and engage in negotiations to settle

M. G

the Trust's debts in a phased manner. It is essential that the **Trust's assets** are managed effectively as they are fundamental to the group's long-term recovery.

4. Offer Details

Our offer is to **buy out the shares of Proximitas at market value**, subject to a discount due to the group's distressed financial position. We are engaging **BDO** to conduct an independent valuation, which will form the basis of the final purchase price. The key terms of our offer are as follows:

- **Purchase of Full Shares**: We propose to purchase the full shares in Proximitas at an agreed price, based on the **valuation by the end of the financial year**.
- **PCF Requirement**: The group requires an immediate injection of **Post-Commencement Finance (PCF)** amounting to **R35 million**. While we believe that the **current creditors** should provide this PCF, should they decline, we are prepared to provide this funding ourselves. However, we would require the **same collateral security** as the current PCF providers to safeguard our investment.
- **Suspensive Conditions**:
  - Up-to-date **Annual Financial Statements (AFS)** and **management accounts** for Proximitas to be made available.
  - Immediate **management reform**, including the resignation of **Johan Swart** as director of Proximitas, with myself taking his place.
  - **BSFT staff restructuring**, with key staff retained and non-essential staff retrenched as necessary.
- **Asset Sales**: As part of our negotiations and the long-term viability of the group, we have secured the agreement to sell **Tracto**, **Steenblockvlakte**, and **Boschkraal**. The sale of these non-core assets is a **requirement for our involvement** and is key to turning the group around for the benefit of all stakeholders, particularly the labor force.

5. Conditions for Involvement

Our involvement is predicated on **specific structural and managerial reforms**, as outlined above. These reforms, including changes in governance, restructuring of debt, and asset management, are necessary to protect our investment and to ensure the group's financial recovery. Furthermore, we are committed to ensuring that the group's stakeholders, particularly its employees, are treated fairly during this transition.

Conclusion

We believe that our offer represents the best opportunity for **Proximitas** to return to financial health and to ensure that creditors, employees, and stakeholders receive a fair and equitable outcome. We look forward to your response and to working together on this important restructuring.

Please do not hesitate to contact us should you require any further information or clarification.

Kind regards,

Kiran Moodley
Chief Executive Officer

62 Newton Street
Newton Park, Gqeberha, 6045
+27 (0) 41 363 0064 (Head Office)

+27 (0) 61 473 4030
kiran@doregos.co.za
www.captaindoregos.co.za

M.G

"QP 1.1"

- **08 October 2025 – Joubert Galpin Searle**
    - Cindy states we should no longer bother with ABSA
    - Cindy refers Pat to the letter, but Kiran informs Cindy that he has not sent it to Pat.
    - Kiran states that they must respond to ABSA as he believes their behaviour to date is unreasonable.
    - Kiran states that a wind-down is basically a liquidation.
    - Pat affirms this
    - Kiran states this is only a benefit to ABSA
    - Pat states that considering section 7(k) there is benefits to the rest of the creditors,
        - Faster
        - More economical
    - Pat also mentions that there is plenty of case law, as to why wind down v liquidation
        - Pat states that the only benefit for liquidation is a liquidator can remove tenants a practitioner can not.
        - Cindy agrees,
    - Pat states this is important when we consider the workers or past workers living on farms.
    - Pat states only other potential benefit is liquidators powers to enterigate.
        - Cindy Confirms this
    - Cindy further states that a liquidator will take far more fees.
        - Pat agrees, but adds section 89 cost not applicable in BR.
    - Pat further states that you could receive more for farms during BR as a result of the time between the liquidation application and the liquidation auction as a result of the deterioration of farms.
        - Cindy agrees, but states a final liquidator could be appointed in 6 weeks.
            - Pat states he has never seen this and normaly takes 3 months.
    - Cindy confirms that it will probably take six months before the auction.
    - Pat states that there will be very little of the farms left by then.
    - Kiran asks Pat why would he then invest into farms
    - Pat asks who want to invest money into the farms
        - Cindy affirms that there is no money to invest
    - Pat states that if it is a wind down and plan is accepted, they have auction in 45 days instead of 6 months.
    - Pat states that he will place pressure on ABSA to protect certain core assets such as buildings and Packhouse, and a little money for water
    - Kiran states that he admires Pat, he is a smart guy that knows the law and know BR and that he has spend time with Pat to know this.
    - Kiran states that he needs to understand ABSA had a lot of resistance to the first plan.
        - Pat states ABSA had no resistance to the first plan and that that plan was far better than a wind down.
        - Kiran corrects that resistance came from Shareholder and that the trust had a problem with first plan.

M.G

        - Kiran states Now ABSA believes they wont get resistance from trust by doing something worse (Wind Down)
- Cindy states in not worse of as we still selling assets.
- Kiran states that there will be no business left as all creditors must be settled and that the proposed sale prices won't be met.
    - Cindy reminds Kiran that all creditors including Woolies supported the wind down, and that it is not just ABSA.
- Kiran states that wind down is not the right plan.
- Pat asks if he is suggesting liquidation
    - Kiran say ABSA must go ahead with liquidation as wind Down only benefits ABSA.
- Pat asks who would benefit from the liquidation.
    - Kiran states he does not "Give a shit"
- Pat states that that is wrong and vindictive.
    - Kiran states No, they (ABSA) are being vindictive
- Cindy reminds Kiran that in law they don't have to accept the plan.
    - And irrespective the emotions, they are at a point where they need to look after themselves.
    - Kiran states and we need to look after ourselves
- Pat states that Liquidation benefits no one.
    - Kiran states they should know that
- Kiran ask what benefit are there to anyone, like employees, Kiran then states you are going to tell me that the employees sit with the trust and that it is not realy a problem for other entities.
    - Pat states in a structured wind Down we can look after staff, and same as Woolies, some of the staff can go with the sale.
    - Cindy States she is not aware of that
    - Pat states it's not Law, but he got it done on Boschkraal, he got it done on Lafranet, and it is part of ongoing negotiations that are not possible in liquidation.
- Pat states that these offers and negotiations are gone in liquidation so to say the staff will be worse of is a dangerous statement.
    - Cindy states that these offers can be revived but for less.
        - Pat states that they will be substantially less and then they might not want the staff
- Kiran asks what will you have left after wind-down
    - Pat states that one of the other differences in wind down is in a liquidation the liquidators are forced to sell absolutely everything. If there is any surplus left, the liquidators are not going to give it back. They will find a way to spend it. Where in a wind down, the moment we have satisfied the creditors we can either stop selling or we can pay the benefit to shareholders and directors, but this is highly unlikely.
    - Cindy states that she does not think there will be left
- Pat states that he is concerned as to how a liquidation and possible interrogation will affect previous directors, even if not found guilty of anything, the process will cost them and there is an emotional toll, it is not a nice thing.

M. G

- Kiran states Prox becomes a shell.
- Pat asks how is that different to a liquidation
    - Kiran asks Pat if he is telling him that a wind-down is the best plan for this entity.
        - Pat asks what is the alternatives are
            - Kiran states they have an alternative.
        - Cindy and Pat remind him that it was rejected.
        - Kiran states that was unreasonable.
- Pat and Cindy tell Kiran to go to court if he thinks it was unreasonable.
- Kiran then suggest they must go for liquidation.
- Pat states it is not Kirans Call
    - Kiran states that as an affected party they must raise that because he does not think a wind down is right.
- Pat tells Kiran that as an affected party, he is welcome to raise that, when they publish the plan for the wind down he must raise that in his vote, he must raise his point and then go to court in terms of Section 153 and ask for the vote to be set aside on the grounds that it is bias and unjust. Then the court states, you are correct Mr Moodley we go for your plan, then what do you do?
- Pat asks Cindy how long this will take
    - Cindy states for an urgent application about two weeks but she doubts whether there is urgency.
        - Pat states he thinks they will get urgency because of the state of the farms and the fruit.
- Cindy asks to play the scenario out, she states that if the new plan will be adopted based on the meeting yesterday.
    - So its not a situation where you (Pat) can force for a liquidation or hand business back to directors.
        - Pat states no and that he is of the view that if they propose a structured wind down it will be adopted.
        - As ABSA has the vote
    - Pat states that the wind-down plan will be adopted, you (Kiran) will then go to court to say it was unjust. Unfortunately, the court is not just goin g to hear from you, they are going to go to all the other creditors and ask them if it was unjust. Then it has nothing to do with the money part but rather number pf creditors. We must then in our minds think what are those creditors going to say.
            - Cindy adds as to what the cost and likely outcome will be, but if there is no bases to arque that it is unjust, and how do we arque that if all of the creditors accepted it (the Plan)
        - Pat asks what the creditors will say if they are faced with having to wait 3 or 4 years versus a possibility. Pat clarifies that it is unlikely for them to be settled in the wind-down.
- Pat states that although he is not applying emotions, we must consider others' emotions like ABSA, why did they do this about turn.
    - Cindy asks whether Pat had conversations with him,

M.G

        - Pat states they (ABSA) don't want to talk to him.
        - It is Pats view, based on the call that was on speaker phone with Kiran present, that Colin did not even know what was coming.
- Pat suggested to look at possibly goint to ABSA with an offer as part of the wind down to keep Packhouse and registration.
- Cindy states that this will not be enough to satisfy ABSA and ask if they have to accept.
    - Pat states no they don't, but we only have to offer more that what the other offer was.
    - Pat explains the bidding process.
    - Cindy asks if ABSA will still hold the balance of their claim.
    - Pat states yes, but that is where the negotiations will state that it is new owner and that the balance must be written off. Pat states that because of cross sureties, ABSA would just move the debt to the trust.
        - Pat states it is the involvement and uncertainty of the trust, and the fact that the trust holds Prox shares, is why ABSA voted as they did.
- Cindy states the trust is the big black hole for everyone's debt, and it has no income. She states that the trustees offered to resign and sell their shares in Prox, etc.
    - Pat states he is not saying that anything was done wrong,
    - Cindy states that she does not think it was the trust as the trust has been playing ball but that ABSA has done nothing to assist the trust.
- Kiran states that at R 257m of the exposed debt that Prox is liable for does that include trust debt.
    - Pat states yes
    - Kiran asks that if that R257 m is settled, the trust is of the hook.
    - Dean, And Prox
    - Pat states yes, but that it goes further with Woolies and Kaap Agri debt that if settled via Tracto Trading and Steenbokvlakte, it reduces that R257m by about R70m.
        - Pat further mentions the loan account where Prox owes the trust R 90m and that this loan account is a dark horse as the practitioners have asked for source documents and what it is for, but this does not exist.
            - Cindy remind everyone that ABSA holds session over those loans.
        - Pat say it is possible to argue that loan account down if not get rid of it completely as there is no source document, there is no section 45 documents, there are no resolutions, no loan agreements, nothing exist. As per case in the absence of 45 documents
            - Cindy States it is a nulety
        - Pat it is either put it back the way it was, but more likely a donation.

M. G

        - Kiran asks if it would be unfair to other creditors if he makes an offer for ABSA debt.
            - Pat says no, Section 153 makes it clear that you can make a binding offer for creditors buying their debt and their vote.
                - Kiran states we got R 62.5 for Boschkraal less the ...
                - Dean says he made the calculations and it leaves Prox with R195m
            - Pat reminds everybody that if the trust goes into sequestration, but that he does not know what is happening or if it is being defended. But if the trust start settling their debt, it will also reduce the exposure in Prox.
                - Cindy asks Pat to explain that to her
                    - Pat states that a part of the debt in Prox is for trust debt as a result of sessions and sureties
                    - Cindy asks if the trust signed surety for Prox debt
                        - Pat confirms
                    - Cindy ask why does the trus not just release prox for this debt
                        - Pat explains that it is signed with the bank and only the bank can relaese it.
    - Kiran calculates ABSA's direct debt to ABSA and asks if he settles debt in its entirety, including surety debt, that they will have to walk away from the trust debt.
        - Pat states not just an offer but a payment.
    - Kiran states, that is there is an amount, in a bank account they walk away from the trust
        - Pat confirms that if Kiran settles the debt it is covered
        - Cindy asks about a compromise as it will be more than in a liquidation.
            - Pat states he cant speak for ABSA and does not want to create a version of event where his information is chalanged. He refers everyone to section 153 and that the seller of their debt has a right to independently value the assets.
        - Kiran asks what about an offer before a plan.
        - Pat states that the companies act does not make provision for this.
        - Dean asks about aprouching ABSA outside the process
        - Cindy saya nothing prevent them (kiran) from contacting the Bank.
            - Pat states he is not going to talk on behalf of the bank but only as the BRP
    - Cindy states that if Boschkraal is sold, and asks whether the offer is still "around" to be resusetated. 25:55
        - Pat says the offer is still there
    - Cindy Asks who the purchaser was
        - Pat states Tubbs (Atwell)
    - Cindy asks if he will not, now, come in for less
        - Pat says he thinks that he would, and Cindy agrees.

M.G

- Cindy states, assume we sell Boschkraal, then we left with R 195 to ABSA, which includes the trust debt
    - Dean states, Correct.
- Pat says he has got it in front of him and that the total debt to ABSA as it stand right now is R 354m 26:34
    - Dean says No

- Pat says all of the debt, and we will now start eliminating what is not applicable.
- [Pat provides calculations including loan to from trust for R 95m and agrees to take it out as it is only security, R 113m for trust debt and Pat suggest that they take that out as the Trust pays it own debts, Pat confirms that that is what they agree too.
    - Dean asks, R 363m – R93 intercompany thus R 270m
        - Pat says there is another R 20 000 and another R 113m
        - Dean says of R 270, R 113m is part of it
            - Pat confirms
        - Dean says that R 257 (rands and cent borrowed from ABSA and Trust debt) means we can takes this out of Prox debt.
            - Pat asks who will pay this.
        - Dean states that this will be part of the offer, and they would need to offer ABSA r 257 to walk away.
        - Kiran states he wants to know how much it will be to get them out of thew whole group.
            - Pat confirms R 260m
        - Kiran, less the R 60m already in for Boschkraal.
            - Pat confirm that this brings it to R 200M, Yes, but this will be before any penalties and fees since BR started.
            - Pat states that as per previous experience, the bank will only look at the original capital provided, less payments made and if the Bank can get 80% of their capital in Liquidation, they will favor liquidation.
            - Dean agrees and states it is "the logical answer"
        - A discussion on loans, interest and consequences followed.
    - 32:30 - Dean states that he agrees and acknowledges that ABSA acted within the law and within their rights, but should have given them opportunity to discuss and answer questions.
    - Dean states that they (Kiran's Team and BRP's) have never said there is no reasonable prospect of a rescue, but that they have stated in all plans that a reasonable prospect exists.
        - Cindy stated that the BRP also stated this and that is why they endorsed the plan, but it is unfortunately a creditor driven process.
        - 33:13 - Pat stated that they (BRP's) said in the plan that it is not their plan, but that they believe in the plan. It is not what the BRPs would have done, but it is a better outcome than liquidation or wind down.
    - **Pat states that the difficulty is that there were three questions asked from the onset,**
        - Cindy confirms this plan.
    - Pat then asks if we answered those three questions in the plan that was provided as a condition of the second plan.

M.G

- Pat states, we had a plan.
  - Cindy states we had a whole host of questions
- Pat states this plan was rejected.
- Then there was a second Plan. The creditors said no, they don't want that plan.
- Now there is this plan that has gone to a vote.
- The creditors stated that the BRPs now have investors and they must base their plan around these investors, they had a couple of extensions, but there was always three questions asked. 34:15
  - Who and how is going to pay for everything
  - What is it goes wrong
  - What of Marika and the trust
- The BRPs explained that Marika and the trust is beyond their control as this plan **does not include the group anymore.** Every plan must now be autonomous. 34:20
  - Cindy states that we dealt with this by distancing her (Marika) from it.
- Pat agrees and states that one is done.
- Next, who and how will it be funded?
- It was agreed that Kiran will fund it, with the provision in the letter that the bank must let go of R50m or R70m of security.
  - The bank also said in previous meeting to everyone to forget about 180 months,
    - **So did the BRPs really answer that second question?**
- And then, if it does not happen, **what then?**
- Pat reminds everybody that he told them, as per the Wedgewood matter, no mystery investors.
  - Thus, the BRPs should have, at the time of publication, been able to provide confirmation of funds. Pat reminds them that they did inform them they are taking a chance by only putting in his (Kiran's) commitment, but it was the best they (BRPs) could do at the time.
    - Kiran and Cindy confirm this.
  - Pat then again asks if they adequately answered those three questions, that was posed by the committee. 35:51
- Cindy states that the problem that we have got is that we need somebody that puts in R 100m cash immediately.
  - Pat states that he is confident that if they can get a R100m before the vote on the wind down, as he explained to Kiran yesterday,
    - Cindy Confirms that this is her view also
- Pat reminds them that when they started he told them there are still alternatives.
- Dean states that get the R 100m and sell Boschkraal they down to R 90m for the trust and Prox.
- Pat states he believes they can still put something on the table that better, but as it stands at the moment. But Pat clarifies that they will not go for
  - I am going to raise, and I'm going to get PCF, and I am going to, and I'm going to, they are tired of that.
    - Cindy agrees

M. G

        - Pat states that what is needed is money in the bank.
            - Cindy states that was their view from the beginning that money in the bank would unlock it.
    - Pat states that he informed Kiran and others that money in the bank, any bank, or at least a letter from the bank that the money is there is needed.
    - But pat says to ask ABSA to release R 50m in security to maybe get R35m, which wont work, maybe over time, but a bitter pill to swallow.
    - Pat states that if ABSA pulls the plug now, they will have control over the money, perhaps not legal, but they have control and might take for arrears costs and interest before releasing to us.
        - Cindy suggests that we divert the money to different bank accounts.
    - Pat cautions that this would not be in line with current agreements.
    - Cindy asks if this was part of PCF conditions.
        - Part clarifies that no, it was previously pit in place re overdrafts etc.
    - Dean affirms that that is normal banking standards.
    - Kiran states that PCF is covered,
    - Cindy corrects him and states that another R2.4m is still due.
    - Pat again reminds them that not redirecting funds was not part of the PCF agreement and that this was part of the original agreements.
    - Pat says that redirecting or fighting for money is not a battle worth winning.
        - Cindy agrees and states it's not worth even taking it on.
    - Kiran says it's a wind-down and not worth it, as nothing is left.
    - Cindy states that she does not see a big difference between wind down and liquidation.
        - Kiran confirms you are left with nothing, that is the reality.
            - Pat states that he prefers Liquidation as he does not want to remove staff from housing.
            - Pat states that he is referring to people who believe they were given life rights on the farmhouse, and to go and tell them that their life rights mean nothing
                - Their life rights are a single piece of paper that the father wrote, stating that they can stay there until they die.
                - Cindy confirms this is not valid.
    - Tiaan states that you will not get them off, it will take a year for application and ten years to remove them.
    - Pat states he does not want to sit with that.
    - Tiaan further states you have to provide alternative accommodations and asks who will pay for that.
    - Tiaan states he is not an expert, and Pat and Cindy know more. He asks if there is any reserve price or if any price will work.
        - Pat states that all secured assets are subject to confirmation by those that hold security, thus STC and not reserve.
    - Tiaan states that as previously mentioned, the secured creditors will probably accept 80%, but what if they only get 10%. What then?
        - Pat states that Colin (ABSA) made their views clear. Pat did not agree with them (ABSA) dictating to the practitioners, but they made their views clear.

M.G

            - New plan within 5 days
            - 20 days to accept offers in hand
            - Assets not sold in auction in 45 days.
        - That's it. Whatever comes in there, they must take.
    - Pat states they (ABSA) will take what they must; the rest will go to concurrent creditors and the shortfall will go after the sureties, similar to a liquidation.
    - Tiaan states that this is a massive risk on their side, he states that bidder will negotiate with each other and not bid against each other.
    - Pat states that the problem is bigger than that and informs everyone of an upcoming BR where there are about 600 hectares of pristine farmland that might enter the market, and that ABSA want this done before that happens.
    - Dean confirms it will reach higher sale prices than ours.
    - Tiaan asks, how many secured creditors, how many concurrent creditors, what is the process and how much does each get, when does it occur and how does it incur?
        - Pat states this is a very long question
            - Cindy states that in liquidation it will be the normal preference.
        - Tiaan says, you basically pay the secured creditors, and if there is anything left, it goes to the unsecured creditors.
        - Pat states and if there is a shortfall it becomes concurrent.
            - Pat says as there is no risk of a cost contribution no one will abandon their claim if it becomes concurrent.
                - Pat says this is another benefit to a wind down as there is no risk of a cost contribution.
    - Tiaan asks if anybody has made an offer to ABSA as to what they will take.
        - Pat asks for clarity, offer on the business or properties.
            - Tiaan says on the whole debt
            - Pat confirms no as no one has got the money.
    - Tiaan than asks if ABSA ever came to the BRPs and said this is what we will take.
    - Pat says no, because we never had the money so why would we (the BRPs) ask.
    - Pat says you cant make mystery offers as you will be held to the offer you make, so you cant just go and wing an offer to find out how much they will take.
    - Pat states he wont make those kind of offers unless its factual.
    - Tiaan asks that if someone from the outside approaches ABSA to sell their book debt, can they sell him the debt of Prox.
        - Pat says yes he can approach them.
        - Tiaan confirms that he will get another bank tobuy the debt
            - Pat says that fine as long as he gets it done in the timelines.
    - Kiran says that is his whole plan, to buy them out. But he needs to get them to the table.
    - Pat confirm that he spoke to everyone and Cindy confirms that bhe spoke to someone at Nedbank that wanted to take over but they wanted certain information that was not available.

M.G

- Pat says he does not know the technical terms, but Nedbank was looking at taking over R 100m of the debt.
  - Tiaan asks if that is still a process they can take and if that information is now available.
    - Pat states that he does not have the information on him but that it came from Marika.
  - Cindy states it is the same information Standard Bank needs.
  - Kiran says it's all ready to go, but now the plan has gone pear-shaped.
- Kiran says we need to get ABSA in a room and have a proper discussion, and that this last-minute thing of theirs is bullshit.
- Pat sates, no that the way it works in business rescue.
  - There is nothing strange, and the companies' act makes provision for it. In fact, the companies' act states that any amendments must be made during the meeting.
  - Cindy Confirm, not before.
- Pat states that the fact that ABSA talks to us is a courtesy not extended to most practitioners.
- Cindy states that we must remember they (ABSA) are in a precarious position as they are being owed so much money. So they are trying to save their own skin and try to get as much of their money as they can.
  - Pat confirms and states that if the other property comes to market it will destroy the value of ours. So it is in there best interest to do it now.
  - Pat reiterates, what cold comfort do they have that the PCF will come?
- Cindy states that in a liquidation, they must take what they get, and they can't go after sureties. 47 38
  - Pat says, Yes they can. Of course they can, why would they not.
- Cindy then asks. But what is the point of a liquidation?
  - Pat states that the bank can always go after sureties such as Steenbokvlakte and Tracto Trading.
- Kiran asks, are you telling me now that Wooleys and Kaap Agri has a problem.
  - Pat says no, why would they have a problem?
  - Kiran ask can they then go after their sureties from Tracto and steenbok.
    - Pat says yes, and from Marika, and everybody else that signed sureties.
  - Pat clarifies that because the Woollies have a registered notarial bond, the bank can't take funds from those sales.
- Kiran states we must rather go for liquidation.
- Pat reminds him that it is not his call.
- Kiran states that he will rather buy this from the liquidation. 49:15
- Pat states that if the BRP's determine there exist a better prospect in wind down, they must write a plan accordingly.
- Cindy confirms this.
- Pat states the creditors asked for a wind down, he must write that plan, then when it comes to the vote and he (Kiran) is still not happy he can go to Court to have the vote set aside.
- Kiran states he is an affected party and he will act as a creditor.
- Pat asks him why he is a creditors.

M.G

- Kiran states he already spent money on the farm.
- Pat wants to reply, but Kiran says **"you can read the law I don't care what the law says"** 49:58
- Kiran then says the trust is also an affected party, and the trust must make its call and that is what it is.
- Pat states the trust did not put money in you did (Kiran)
- Pat want to refer to the act but Kiran states "ja whatever Pat, we can go on all the technicalities "
    - Pat states that unfortunately it comes down to Technicalities in law. Pat asks Kiran to read point four but Kiran says he has read enough of Pats law. 50:22
  - **Pat continues to read (section four) that the money you put in without the consent of the practitioners is mute.**
  - Kiran replies that it would be much better to be liquidated as there is no point to a wind down.
  - Pat agrees as he would not like to sit with evicting people.
    - Cindy confirms that it is easier from your point of view, it is easier.
  - Pat Confirms that it is not his call, and states business rescue is different as you do not get to sit around a table and make decisions. He would need to motivate this to creditors.
    - Cindy confirms that part of this would be that liquidation have to provide a better outcome than wind down.
    - Pat agrees , but ask how will liquidation yield a better result, for the entire group of affected people. Pat states that he has asked the question, but no one can answer it.
  - Pat ask Kiran direct, "how will you be better of in a liquidation"?
    - Kiran states it not even about him anymore.
    - Cindy states to forget about Kiran as he is not owed any money, it's about the creditors.
    - Pat states he is asking Kiran as he is insisting on the liquidation as he is an affected person and he will do this and he will do that, so who will be better off in a liquidation
    - Pat states, SARS will be better off?
      - Because in a liquidation they become a secured creditor, but in a business rescue they are concurrent. So SARS will be better of in a liquidation, Pat asks who else?
    - Cindy asks how they can get to a liquidation without going to court. She states that Pat said yesterday that he must publish a new plan and that he can publish any plan, and the only way to get to a liquidation is for the new plan not to be accepted.
    - Pat corrects her that he said the opposite, and refers Cindy to (he thinks) section 141 (2) that the only time a business rescue practitioner may convert a business rescue proceeding to liquidation is if he no longer believes there is a reasonable prospect of a rescue.
      - Cindy then asks if you (Pat) did not say he would hand the business back to the shareholders
      - Pat confirms that handing it back is different to a liquidation.

M.G

- Cindy says yes, but then anybody can bring a liquidation application, including ABSA.
- Pat confirms.

- **Cindy then asks, how do we get to that scenario?**
- **Pat states that if they (the BP's) write a wind-down plan and the creditors reject it, then we hand the company back to the Shareholders and directors in terms of section 153.**
- **Cindy asks if he (Pat) can do that,**
- **Pat asks "Deliberately write a plan that I know will not be voted in, NO"**
- Cindy then asks what his (Pats) obligations are now, when it comes to the new plan.
  - Pat states that he has to write a plan in terms of Section 128(2), second part of the definition, to provide a better outcome to creditors than in an immediate and traditional liquidation. That is why he is asking the question again and again to convince him that a liquidation is better than a wind down.
- Cindy asks What do you (Pat) think would make it better. Cindy says she also can't see what as both scenario not everybody gets paid.
- Kiran interrupts and ask if they where to make an offer for ABSA's debt, who do they make it to, to ABSA or you (Pat)
- Pat states he would have to make it to him (Pat) and says that one of the big problems they had, was that they tried to go to ABSA direct and that ABSA took offence to that, as it should have come through the practitiooners. Pat says he does not see a problem with it, he does not mind if people go directly, as if ABSA and you agree on something, it would still come to the rescue process, but they want it to come through the practitioner.
- Pat asks Cindy why she would want him to write a plan that...
- Cindy states that she was simply trying to find out what would make liquidation better other than him dealing with the aftermath of the tenants.
  - Pat states that there is case law on that and that that is a valid point that they could raise, that it would be difficult to get them out.
  - Pat then states another motivation, that would not be in her (Cindy's) clients favor is the fact that there remain so many uncertainties as Marika, who is still Cindy's client, but Pat can say that there are all these uncertainties about all the information they could not get that it might be better for a liquidator through 417 – 418 do an interrogation.
  - Pat states that from what he could find in case law to date, those are the only two motivations. There was another relating to a single property business where it would have been sold in anny case, but that was just for that particular instance.
- Cindy asks if he (Pat) would file for liquidation or just hand back.
  - Pat asks for clarity "at what point"

M.G

- Cindy asks if they would have to write a plan that motivates a liquidation and if voted against, he would hand it back and it becomes open season?
- Pat states, "You can't write a plan for a liquidation".
- Pat refers them to Delport v Mclaren
- Cindy asks if these motivations are your views, but you can't write a plan to get there.

- Tiaan states, that if Pat does not go with the motivation from creditors for a new plan but keeps to the previous plan,
  - Pat interrupts Tiaan and says, he can't as there was a vote in the meeting for a wind down plan and it is not up to him now.
  - Tiaan says, that should, by example, the plan is voted against on that basis, Pat says I must hand it back as there is no process to follow. Tiaan states that Pat can also then start the liquidation process.
  - Pat says NO, he again refers them to Delport v McLaren. That clearly stated that the only time a practitioner may convert to liquidation is in terms of section 141 (2) where he no longer believes there is a reasonable prospect. If you then go to section 153, it is also not just plan not in here you go catch.
  - The affected persons have got rights, if they want a new plan, if they want amendments, they can put those to a vote. If the vote is successful for another plan, I am bound to do another plan.
  - Pat states it becomes very tricky and that he will read section 153 for them.
- Tiaan asks if he has valid offers yet?
  - Pat says yes, he presented those and he even had offers on trust farms. He keeps getting offers, and he just received an offer for one of the Addo farms for 12.5, which was rejected, and he is going to come back with 15.
  - Kiran confirms that that is for Tracto, Pat confirms, but states that there are offers.
  - Pat states that he did receive offers in Prox, he did send them on, but because he was told to stop selling....
- Cindy states, maybe realistically is to just play out the scenario based on what we have got, where we will be if there is a wind down.
- Tiaan agrees especially on value, Dean also confirms to determine what's left.
  - Cindy states that we must remember that they told the trust right from the start that they would have to sell core assets and that there would have to be new management. That was always the plan.
- Pat agrees and says, the more debt the trust settles for ABSA, the better the situation for Proximitas. And that once we have done Tracto, and Steenbok, that's another R70M out of the books.

M. G

- However, we are now bound by having the next plan, and this is one of the benefits between a wind down and a liquidation, we only have to sell up to the point where the debt is settled or where we reach compromises.
- Pat states he can write that into his plan, and a liquidator can never do that.
  - We can create classes of creditors in the wind-down plan that will create benefits to affected persons.
- Cindy states that the benefit of the wind down would be that if they could settle the debt somehow, they could preserve something.
  - Kiran states that the problem is that is you look at what the debt is with concurrent creditors, it is a hell of a lot.
  - Cindy states that it is impossible, even with all of the sales, unless there is compromises.
  - Pat states, but in a business rescue plan, you can leave a window open for us that when we reach a certain point, you can write a second plan, which can't be done in a liquidation.
  - Kiran states, to what level as ABSA wants to be settled in full.
  - Pat reminds Kiran that he was talking about the concurrent creditors, and that they could compromise with the concurrent creditors.
- Kiran states that the bulk of the debt is secured and that you are actually losing the company.
- Cindy states that even if someone comes with a silly offer, and ABSA is not settled, ABSA will still come after the sureties for the balance.
- Kran confirms that this is what they are going to do.
- Cindy confirms that they will do this in a liquidation in any event.
- Pat agrees, and states, this is where we ask ourselves, how is the liquidation different.
- Cindy states that the 417, 418 is a risk that's always there.
- Pat states that if they are not going to do it in Blue Crane, they won't do it for Prox. As the aggressive creditor that he is aware of is in Blue Crane.
- Kiran ask Pat to excuse himself as he would like to talk to Cindy and Tiaan
- Pat states that whatever the decision are we should make them together to try and get the best outcome for the creditors.
  - Cindy agrees and confirms that they will get back to Pat as his hands are basically tied.
- Pat invites them to play out scenarios and that he started writing the wind down plan yesterday as he does not know what the ulternative is. Cindy tells Pat to carry on doing that, because you don't have a choice, and then at least it is there if it needs to be published.
- Kiran says it looks like it is going to be published.
- Pat reminded them and stated that he hoped they would discuss it, that if, even in the wind down, if Kiran wants to buy the Packhouse and two other farms, he can like any other person, he can put that offer on the table as well, subject to plan finance and subject to whatever.

M.G

- Pat state that the option is 50% deposit and the rest over two or three harvest. The bank will look at it as long as we can motivate that it is better.
- We can say, that whatever the offer is on the auction, that plus 10% with a commitment in paying additional 20% of debt, these are options that you can do.
- Pat states that there is a lot of options available in business rescue that would not be available in normal business.
- Cindy confirms to run everything by Pat.
- Pat ask them to agree that it is no longer your side and my side but that we need to get this thing out as a team.
- Kiran states that if it is a wind down, he won't be part of that team.
- Pat says he knows that.

M.G

"QP1.2"

<u>**09 October 2024 : BSF T Anton Meeting with staff**</u>

Speaker: (Anton): Dankie aan almal dat julle vanoggend hier was. Ons het 'n spesiale versoek van die direksie gehad om vanoggend 'n vergadering te hou, en ons het mense van alle vlakke van die lewe gehad, mense wat... Do we have to speak.....Can we speak Afrikaans? Almal volg, reg? Ons volg. Want, soos julle kan sien, die geld wat ons volgende jaar gaan maak, gaan in rook op.

Daar was ook 'n versoek van mense, wat hulle pas by die BHP gehoor het, presies wat die proses is, en kan hulle asseblief beter kommunikasie kry. Ek het dus vir Pat en Kieran gevra om vanoggend met julle te kom praat. Ek wil net vir julle se hulle werk baie hard agter die schene en Maandag is die groot vote dag soos wat ek vir julle gese het.

Jy het Maandag gesien, baie dinge is gesê. So, eerstens, dankie Pat dat jy gekom het. Dankie Kieran dat jy by ons aangesluit het.

Kan ek jou asseblief iets vra? Ons is almal in dieselfde bootjie. Die omstandighede waarin ons is, is buite ons beheer, op baie maniere. Maar ek vra jou om asseblief te kom en die tone laag te hou.

Ons is almal in dieselfde bootjie. Ons wil almal hê hierdie plek moet floreer. En ons wil almal hê dat 'n herstel moet plaasvind.

So ons is almal vanoggend aan dieselfde kant. Ek wil dus nie hê daar moet enige omstandighede wees waar mense begin kla of waar mense begin baklei omdat hulle nie wil nie. Dit gaan 'n inligtingsuitruiling wees.

En ek sê, in daardie opsig, dankie vir Pat en vir Kieran, vir hul inligting, wat ons nie elke dag kan deel nie, want dit is moeilik. As gevolg hiervan gaan ek 'n opsomming gee, ek wou nie regtig iets sê nie, maar ek sal net vir julle 'n opsomming gee.

So die hoofkwessie vir die werkers is, wat gaan aan? Waarom kom die krag nie na die kanaalterrein nie? Waarom is daar geen ander krag nie? As daar geen geld is nie, as jy nie die geld kan steel nie, as jy nie die geld het nie, sal Kieran oorneem? Wat gaan aan? Hoe kom ons daar? Moet ons 'n ander werk soek? Dit is die hoofkwessie.

Daar is baie operasionele probleme op die terrein, en ons kry nie genoeg werk nie. Ons trekkers kom nie, ons pakkette kom nie, ons werksklere kom nie. En al hierdie probleme, hoe lank gaan dit aangaan? Dit is die basis wat ek van die eienaars moet put.

So ek kom na hulle toe, om eers hierdie kwessies aan te spreek, en gebaseer op hul reaksie daarna, sal ek hulle vra om hul kwessies uit te kry. Ek vra hulle weer, ons moenie ongelukkig met mekaar raak nie, dat ons nie kwaad word vir mekaar nie. Ek is baie dankbaar vir die twee mans wat vandag genooi is
And let's resolve the issues, because we are tense before the transition. Thank you very much. You're welcome to sit as well, Pat, if you want.

M.G

03:49 - Speaker (Pat): Morning Everyone, nice to see some of you again, the rest of you not so much.... That's a joke, no seriously it is so nice to be back on the farm, I have missed it. I need to give a little bit of a sequence, of events so that you guys can understand exactly where we are at the moment.

Speaker (Anton): You are welcomed to sit as well Pat

Speaker (Pat): No, no, I couldn't be here long enough. So, we had, when David and myself were appointed as the Business Rescue Practitioners, and we were given the mandate over the Trust, **we committed to you guys to holistically look after the farms**, look after the staff, make sure that everything gets paid, and that there's a future for everyone. That was the consensus, that was the plan, **and we made substantial progress**.

My last, or one of my last visits that you guys might all remember, is when we came in and we chatted to the staff, and we explained to you guys that there might be a little bit of investigation into the salaries, into the staffs, who gets what, where, what they do. We were then also going to be starting the process of selling certain non-contributing assets, non-core assets, et cetera, to right-size the business. As we explained it to you guys at that time, there are two parts to that right-sizing.

First of all, to reduce the ongoing cost every month. If there are salaries being paid, rates, taxes, rents, insurances, all those types of things, that's not necessary to the operations of the business. We can take that money and spend it elsewhere.

At the same time, if we sell those non-core assets, it takes a little bit of time for that money to come in, but that money would have then started coming in at that point, well, around about now, to make sure that we can pay for all of the things as and when they happen now. Almost immediately after that, directors, shareholders, members, I'm not exactly sure who, went to additional attorneys, **and our mandate to look after the trust was terminated**. That should be no surprise to anybody here.

I've spoken to quite a few of you. You're all aware of the fact that we no longer represent the trust. Our mandate was terminated.

Our instruction from the attorneys was not to communicate to any of the staff, not to communicate to any of the trustees or the directors, but to channel all our communications originally through Dominique, which is what we then did, and then after that, with the appointment of Anton, our instruction was to work through Anton, which is what we have done.

Several weeks ago, when we received the first time the demand for additional payments for heads and all those types of things, you'll remember the R 50,000, we explained to all of the **parties at that point in time to whom I'm allowed to communicate with**, because remember, **you all work for Blackie Swart**, so I'm not allowed to talk to you, as per the instruction from the attorney. Am I wrong?

Speaker Anton: you are right
Speaker Pat: Am I wrong?

M.G

Speaker Kiran: right

Speaker Pat: Am I wrong? So, you guys are asking why I'm not here.

I'm not here because I was not permitted to be here. I haven't spoken to you because I'm not allowed to speak to you. I'm not allowed to act on behalf of the trust.

I'm not allowed to negotiate on behalf of the trust. So, the farms where the electricity are off, how many of them belong to the trust? How many farms are actually off at the moment?

Speakers Anton : Three. Waterkloof, Kanaal Plaas , Canal Plas.

Speaker (Pat): Waterkloof belongs to the trust. Yes, no, it was our original understanding as well that it belongs to the trust, but in actual fact it does not. There's a certain portion that belongs to the Prox, but the portion that actually handles rates, taxes, municipality, everything else, belongs to the trust.

According to the title deeds and everything that we were supplied with. So, I think you guys are getting, seeing where I'm coming to. We are looking after Blue Crane, Steenbok, Prox, and Tracto.

We negotiate with the municipality. In fact, weeks ago we told you guys, and I know you did put the message forward as well, please get hold of Eskom, please get us the information, may we negotiate? We were told no. Marika and I think you were going to talk to Eskom about the arrears and try and make payment plans for 300,000.

Am I right?

Anyway, those negotiations were done there, so I cannot get the power on for the trust. I'm not allowed to. So, it's unfair for those people that want to be in charge, to not be in charge and want to hide behind the practitioners.

We are doing what we can, and as much as I'm saying I'm not permitted to look after the trust, we made a million rand available to pay for the other farms, the trust farms, electricity to come on. We were never told that there are farms that remained off. When you contacted me last week, I told you, you're wrong, all of the farms are on.

Speakers Anton : Ja ja you right

Speaker Pat: Remember me saying that to you? That's the first time I found out that one of the farms' electricity is still off. First time I found out about it. Then on Friday evening I got a WhatsApp from you again about another farm or the same farm that's still off.

We tried to find out from Eskom, why was everything switched on, except for that one farm? I still do not know. Can I just ask back? No, I'm not finished if I may, unless it's important.

M.G

Speaker Anton: Just challenging that information, was the fact that when the farm was cut off, not the first time communicated by Dominic to you, when Kanaal Plaas was cut off the first time? Because it's been off now for nearly two weeks.

The first day it got cut off.

Speaker (Pat): No, not to me, no. I found out about it on Friday when you contacted me.

Speaker (Anton): Did you not know me before this?
Speaker (Pat): I'm not David, I can't speak for him. I did not know until you communicated to me on Friday. That's why I phoned you immediately.

Speaker (Anton): I just wanted to set the record straight. The record is that the BRP was communicated the second that farm was cut off. We communicated.

But anyway, not an issue, let's carry on.
Speaker (Pat): The farm still belongs to the trust, so we can't do anything.

10:01 Over and above that, it's been two, three months now that we've been working with Anton and Kieran about all of the farms.

The bank accounts are open to them. The processes are open to them. How many days have you and I not seen each other in the last three weeks?

Speaker Kiran: Too many days

Speaker Pat: Every single day for the last two to three weeks, Kieran and myself have been working together.

And just for those of you who might not know, and again, I haven't communicated to you because I'm not allowed to. The business rescue plan for Steenbok Flakte was approved. The business rescue plan for Tracto Trading was approved.

The business rescue plan for Proximias was outright rejected by the bank and instruction was given to sell everything. As far as I know, the trust sequestration application is still in play. No one has communicated with the attorneys or anybody else, and that's still on the cards, I believe, for..

Speaker Kiran: 27th of January.

Speaker Pat: 25, 27, it's one of those two days, I'm not sure. Don't quote me on it. But I don't know what's going to happen there.

The difficulty for us, and as I've explained this to you guys before, Proximities as a company is wholly owned by the trust. If the trust sequestration order succeeds, naturally and logically Proximities will fall. Imagine how difficult it is for me to try and rescue Proximities.

M.G

We get it successful, everything is great. Kieran puts in his millions of rands, and it's not an exaggeration. Kieran is literally putting in hundreds of millions of rands into this business.

If he does that, and the trust falls, his money is gone.

So, we have been working behind the scenes, as **Anton has ly said, every day, weekends**, to try and get the bank to a position where they are comfortable with allowing us to rescue Proximities. Now I've said to you that Steenbok Vlakte and Tractor Trading plans were adopted.

They're on our website, you all know they are there, you're all aware of the process. The business rescue plan for Tracto Trading and Proximitas is the sale of all assets, and then the closure of the businesses. **<u>Have they been communicated to you guys? No.</u>**

<u>**Speaker Anton:** No, it hasn't, because of very, very, very sensitive discussions, parallel discussions behind the scenes, which I am not at liberty to share.</u>

<u>**Speaker (Pat):** Do you guys see what I'm battling with? **You hold me liable for discussions. I've published a business rescue plan that is legally binding, but there are discussions behind the scenes that I'm not aware of.**</u>

If people want to be in charge, they must be in charge, and not shift the blame. Kieran and myself have been working non-stop on this thing. As I said, Kieran has already put a lot of money into it.

Kieran gave the guarantee for a million rand to pay Eskom the last time, and I'm not going to say the exact amount, but it's over a hundred million rand that Kieran is busy getting together to invest into these entities. **I was told to work via Dominique, and work via Anton,** but my hands are tied, and my knowledge is probably as limited as you guys are. So, on that note, remember, **I do not have a mandate, I'm not allowed to represent, and I'm not allowed to talk to the Trust.**

There's a lot of discussions that I'm not aware of behind the scenes. Do you guys have any questions for me?

Speaker (Anton): Thank you, Pat, for clarifying all of that. Is Daar einge vra?

Speaker: Eskom is steeds my groot probleem.
Daar is steeds twee van my klasmaats, die laaste keer wat ek met hulle gepraat het, was gister, en hulle het vir my gesê dat daar 'n ongeluk was, en dat daar 'n vloed was. Die water kom van die see af, en die vlak van die see is omtrent 30-40 meter bo seespieël. Dis 90 hektaar, wat omtrent 100 hektaar is.

Speaker (Pat): That was a statement, what was the question,

Speaker: Dit is die vra Eskom. Sal daar 'n plan vir Eskom wees, of nie?

M.G

Speaker (Pat): what do you think the plan will be for Eskom? I'm talking hypothetically, I'm not picking on you, I'm talking in general.

Eskom wants to get paid. They've been made promises; it's not been kept up. Eskom are not allowed to cut the farms that are in business rescue because of the Section 133 protection.

That is why we've been overextending the monies coming in for the other companies to assist with the payment of Eskom. Last time when we paid the million rand to Eskom, I said to these two learned gentlemen, Dominic, I'm not sure if you were part of the conversation, you can tell me I'm lying or not, **I told them to caution the staff that when we make this payment, there might not be money for salaries. That's how tight it is.**

Did I say that?
Speaker (Anton): Yeah, you did.
Speaker (Pat): Did I ask you guys to communicate that to them? Because I'm not permitted to talk to you. I asked them, tell the staff, if we do this, there might not be payments for salary.

So last week, myself and David put our money in to make sure that the wages or salaries or whatever got paid. I'm not allowed to talk to you guys; I'm not allowed to be part of the process. But the problem is always mine.

This week, I know we've got Dominic, I think there's some money coming in, so it should not be a problem, so I don't want you guys to stress right now. Dominic, I think there's money sufficient coming in, right? Between you and Janis, you know what the income is versus what the salaries are. Is there going to be sufficient funds?

Again, I only found out about this payment in the car with Kieran, no one communicated that payment to me because I'm somehow just left out of everything.

Speaker (Dominic): David's not talking to you yet.

Speaker (Pat): David's not here, David's in Cape Town. That's why we have a group, BR360 group that the communications are supposed to go through.

Am I wrong?

Speaker (Dominic): No, we're not talking about it right now.

Speaker (Pat): Okay, good. So, Eskom wants to get paid.

Now, look at these two gentlemen here. **Three, they've all got access to the bank accounts, they know exactly what money is there and what money is coming in.** How much money do I have available today if I were to spend it on these farms?

Speaker Kiran: No. you dont

Speaker (Pat): Give an amount.

M.G

Speaker Kiran: You still owe 110 to the bank, so. You don't have money

Speaker (Pat): How much money is in the bank? Because these guys all think that the practitioners stole the money. **You guys have all had access since inception.**
Speaker Anton: No fingers are pointed; we're seeking clarification.

Money coming in from Darnie this week, money coming in from the 750 from Freshgro. Just wanted to know, is some of that money being able, can we allocate some of that money? You're telling us know about the labour, but can some of that money be allocated to the electricity?

Speaker Pat: The 700,000 that's coming in, you've given me the amount, I don't know. I don't know what the salaries are.

Whatever's left, obviously we can use. But, when we borrowed the 16 million rand from the bank for the post commencement finance, the terms of that deal **were abundantly clear to everybody**. We would have to pay it back at the end of the season, the first three months, 5 million, 5 million, 6 million.

Johannes, am I correct in saying that everybody knew about the terms, how the bank would have to be paid back? So, last week we were supposed, sorry, the week before, we were supposed to pay Absa Bank their last 6 million. We only had 2 million. So, what Absa did is, they took all of the money in their account and they locked their account.

The next set of money that came in, also about 2 million, they took, still no access. The money that comes in from Danie, we arranged with them, we paid it in yesterday. We then borrowed an additional 200,000 rand to settle the post commencement finance to Absa.

So, Absa was settled yesterday. No more money coming in from Darnie this week. There is a 700,000...
Speaker Anton: Is there any money left in the account you are you able to help now?
Speaker (Pat): No, I'm just telling you.

I borrowed 200,000 rand to settle the PCF. Would I borrow money if there's any in the account?

Speaker Anton: Sorry?
Speaker Pat): So, no, there's no money left. The money that's coming in is going to be the 700,000 rand that we're going to be using for salaries and wages at the end of the week.

As of next week, the money that comes in from Darnie, which is normally, and Dominic can correct me if I'm wrong, I'm not the money guy, you all know that, but it's around between 2 and 3 million rand a week. Which means we will be okay again. Which means we can start making payments to Eskom and everybody else.

Speaker Anton: Is there no way we can make an interim because of the catastrophic losses we're going to suffer if we don't get those...

M.G

Speaker Pat): If you want to be in charge, be in charge, give me an example, tell me what you would like me to do that I haven't done yet.

Speaker Anton: No, I'm not... That's not what I'm saying, Pat. That's not what I'm saying.

Speaker (Pat): As you said, they just want to calm down.
Speaker Anton: I am calm you down, but please don't put words in my mouth. What I'm saying to you is, what I'm saying to you is, is there any way... There was communication because obviously I'm over Dom like a rash because I'm trying to give my farmers answers.

So, I said to them, I said to her, what are we going to do for labour? She said, she's talking to David. David's making a plan. That was before we knew about the money coming in from Freshgro

Now the money's coming in from Freshgro. So, electricity's being paid. I'm asking, is there not a plan that can be made?

Speaker (Pat): Electricity is not being paid.

Speaker Anton: I'm asking, is there not a plan?

Speaker (Pat): Yeah, I'm just correcting you because I don't want the guys to misunderstand. You said electricity is being paid.

Speaker Anton: No. Labour is being paid

Is there something we can do? Sorry, I said that the labour, sorry.

Speaker (Pat): The labour is being paid.
Speaker: So, there's a little bit of excess.

But David was in a position to try and make a plan for the labour to be paid even if the Freshgro money didn't come in.

Speaker Pat: With our money, with Pat's money, that's how wages are going to be paid. So as much as you guys hate me, it's this Poephol that pays the salaries.

No, of course you do. Let's not play games. Fact of the matter is, Eskom is not, Eskom wants us to pay 2.6 million Rand.

We owe them a total of over 6 million. We then paid a million, so it's around 5 now. Are you guys aware that that's how much we owe Eskom? **Are you aware that we owe over 5 million Rand in rates and taxes? This is information that was never given to the practitioners.**

It was never part of the payment plan. It's still not part of the payment plan because that information was never given to us. So, I understand your question.

M. G

And guys, I understand the concern. It's the same problem we had last year. Last year at this time, you had no water.

When we stepped in, we took the water from about to be cut from 25% to 100%. We negotiated. Why? We had the power.

We had the mandate. We were part of the trust. I am now not.

So, to ask me what I can do to help the trust whilst I was kicked off the trust by attorneys, legal letters, legal documents, it's not a fair question.

But I will answer you. Several weeks ago, as well, I said to you guys, when I told you we were going to run out of money, no one can deny that I forewarned we were going to run out of money.

I said, we've got cardboard boxes, we've got metal on the farms. Let's start selling that and start making payments to Eskom to show our intent. That is what my suggestion will be today **again as it was three, four weeks ago.**

Has anybody thought and started doing what I suggested then? Or do we have to wait until the 11th hour whilst the farms are being cut and then simply blame someone else other than being productive?

Speaker Anton: Can I just say something?
Speaker (Pat): Please.
Speaker Anton: So, the discussions that you are referring to now are way above our... It's in the policy sphere which is above my pay grade as well as all these people.
Speaker (Pat): Just mention which discussions you are referring to.

Speaker: I'm talking about the discussions about selling boxes and stuff.
Speaker (Pat): No, no. In that thing was a suggestion I gave you.

Speaker: To sell the boxes and things. I can't make... I can't sell stuff like that without...
Speaker (Pat): You're the COO as appointed by Marika and Johan.
Speaker Anton: I've got a policy head.

Irrespective, what I'm trying to say is there's a lot of discussions and negotiations that you assume we know. May I suggest that because Dominic understandably is between a rock and a bloody hard place. Can I just ask you that I don't have access to their accounts.

You're assuming I don't. I don't have access to their accounts. Can I ask that she's permitted to share a lot more information with us?

Speaker (Pat): No.
Because that information belongs to the Prox. The trust has no money. The trust owes us money.

Speaker: Please don't make statements that we must know.

M. G

Speaker (Kiran) All right, okay. I think... Let's just try and get this thing structured.

Right now, we work from both ends.

Speaker (Pat): I just want to answer one more thing to Anton with all due respect. And that's why I wanted to differentiate between the two contexts about our removal.

I accept that. It's maybe not the right platform. I accept that.

However, the suggestion to sell scrap metal and to sell the cardboard boxes. You were in on that meeting with Kiran. And you guys were going to start on that because I said weeks ago, we're going to run out of money.

Weeks ago, I warned you guys and I said speak to the staff. Did I do that?

Speaker (Kiran): Yeah.

Speaker (Pat): It wasn't done guys so I'm not permitted to talk to you but I gave the instruction to communicate it through to the staff.

What more do you want me to do? I'm asking you guys seriously. What else did you expect me to do? Knowing what you know this morning. Yes?

Speaker: We know nothing because every day we get told tomorrow is going to be a better day.

Speaker (Pat): I'm not allowed to talk to you.
Speaker: Friday comes along and we get told I just wait until next Wednesday. And Wednesday comes and I just wait until Friday.

Everybody, the workers, everybody gets told that so. You're telling us today I don't think anybody 95% of us have a clue what you're talking about.

Speaker (Pat): 100% and I appreciate that comment.

Thank you. So, when you get told wait till next week or wait till next week why are you told? What's the motivation for waiting? Is it just simply waiting or do they say they're expecting our answer, they're expecting feedback of is dit net hou jou be ken wag?

Speaker: It's kind of there is a plan in action but we don't need to give details.

Speaker Anton: OK wag, That is not the truth for our farm managers. We're not a group. Johannes also knows also what's going on so you must just maybe communicate with Johannes.

Farm managers know what's going on.

M.G

Also, the farm managers we are on the group Johannes knows also what is going on so you must just maybe communicate with Johannes, Farm Managers know what's going on.

24:08 **Speaker (Pat):** Farm managers also have a group to which I invited you guys to communicate ask questions which I always replied if you guys did but I believe that group is gone or at least I've been removed from it. **So, I mean you guys would have been able to ask me questions you've all got my numbers you could have phoned me.**

I don't think the kind of what's up message that I got this morning and again I got it this morning to be here at 9 o'clock Groot Kak Sal wees. Not fair. There's no way I would have made it between the time I got the message have my morning coffee to be here at 9. That's not fair.

Give me fair warning. Talk to me like grownups. I'll be here if I'm permitted if I get permission to come, I will talk to you guys.

Sorry Kiran.

Speaker (Kiran): Alright. So, I'm going to ask everyone now to give me the platform to speak and allow you guys to understand where we are.

Alright. So, you can understand direction and you can understand what we are willing what we are wanting to achieve at the end of this. Okay.

Now what Pat is saying is correct. He is the BRP he is the business practitioner. Okay.

He's also sitting dealing with the trustees which are also the shareholders of Proximities Alright. And your employer.

Now all these wonderful things that I'm telling you is technical shit that you need to know and I can accept that as far as what we are saying perhaps your understanding is a bit skewed because you understand what the business was prior to this process. If something had to get done someone got it done. But due to the fact that we are in this process separation had to occur because there were properties and farms in different entities.

That's just what it is. That is a process that is what is a business structure. The group structure was unfortunately formed like that.

Now moving forward yes, I accept that there is an Eskom issue. Why have we not been able to tackle it and I'm speaking from my end not from the business practitioner. **We are in collaborative with them.**

We have been collaborative with them. We are working with them. They are working with us.

M.G

They are opening the books to us. We are being transparent with each other to try and get this thing across the line. We are and Pat if you don't mind me saying we are literally I think not even 3 steps away now from getting this thing sorted out.

Literally 3 steps. We are at the last end of our run.

Speaker (Pat): Let's call it 3 days and not 3 steps.

That's how close we are guys. 3 days. That's it.

Alright. Now what has happened in the interim? In the interim I have been appointed as a Proximities director. I am the sole director of Proximities at the moment.

Alright. So, Johan or Maryke is no longer director of Proximities. What does that mean? That means any communication that is required from Proximities through Anton I can now speak or take in what you require and I can deal with its Pat.

If it is an easier line of communication for you guys. Alright. The process is also that I am becoming a trustee on the trust as well.

Which means I can then start speaking on behalf of the trust. At the moment that is in process the master of the High Court needs to now appoint me. That takes time.

It's not within my control. But that is happening. What does that then mean? It then means it's no longer just a Pat issue with Eskom.

I can then start discussing issues with Eskom. Again, it is a process. It's not something within my handbook of control.

It's something outside of my control and Pat's control.

Speaker (Pat): And I just want to pause Kiran. I know I am interrupting. I apologize for that. When the negotiations to Eskom comes to, we must remember there are two parts. There are those that belong to the companies which we've got under control.

And there are those of the trust. The trust farms. And the communication there is the problem with Eskom.

I cannot, I'm not permitted to negotiate with Eskom on behalf of the trust. That will be Kiran. I can only do on the companies.

Speaker (Kiran) So with now knowing and yes Anto has brought to my attention with my other trustees we've discussed Eskom. We understand where the process is currently. I will go back today. I will have that discussion. I'll have a discussion with Pat as well. We'll see how we can collaborate to get those farms on for you.

Alright. That you have my word on. Okay.

Again, that's in my ambit of control. **That is not a Pat issue**. Again, Pat can't speak on the trust.

M.G

I can. I've got a mandate and I'm just waiting for my appointment. Again, not in my control and the control of the courts.

Alright. So, we are dealing with that. Well ultimately the business has found itself in this position because it is distressed.

There is not enough money coming in for us to manage all the debts of the business. And unfortunately, the process is that Pat has to he has to ensure that he pays what he's in charge to pay for. In the trust instance he's not in charge of that.

Unfortunately, he's not. Okay. And that's just the reality.

I am dealing with that on that end. That is not something that Pat can deal with. It's something I have to deal with.

In order for me to invest in this business of which we are literally three days away from, I have to ensure that the trust is also taken care of. Again, that's something I am also doing. Alright.

So Pat is putting his hours and time with me to get this thing done so that we can protect everybody. Okay. I hear your heart.

I hear your plea. I understand. I don't want a farm that doesn't work for next season.

Why would I invest there? And I accept that you need the water. You need electricity. And those are the things that we are going to prioritize.

But first and foremost, we have to prioritize wages. And I must say that in all instances as **much as Pat is a huge gremlin, he does care about the wages. He doesn't say it but he does.**

Alright. So, he does make plans. He does call me.

He does inform me. We do have these conversations. It's happening now.

It's taken a while to get to this point. And remember I had no powers to talk to you guys either until I became a director. And a trustee.

So, it becomes really difficult to communicate clearly because we're not sure what we can or what we can't say. Now I know what I'm permitted to say and what I'm permitted to do. Alright.

So, all of you just have to just give us a week or two, let us be done what we need to be done, let Pat do what he's got to do with the credators and myself, and then we can have a much more formal discussion. For your pleas of today, I've taken into account what you require, I will deal with Pat and the trustees, obviously trustees on my own and with Pat on his own, and we will see what we can do on the Eskom account, and I will discuss with Eskom personally if I have to. All right.

M.G

Are you guys, I know this is not what you would like to hear, but I can't give you more than what I can give you now.

Speaker: Kiran, Kiran ons is hier om the werk, ons sal vir julle uit die kak uit boer as julle vir ons die tools gee, die bullet gee, ons sal dit doen vir julle.

Speaker Kiran: I accept that.

Speaker : Anton het gister saam met my gery op daai plaas wat ek bestuur, **OK hy weet nog nie veel van citrus af nie**, ek is so happy, dis nou net die problem met die water en ek weet ESKOM is n groof fokop hier, jammer vir my Frans.

Speaker (Pat): But Eskom's not wrong.

Speaker: Ja, ek weet. Ongelukkig, ja. Dis soos dieselfde ding, as jy betaal en dis nie genoeg nie, is dis nie dieselfde ding nie.

Speaker (Pat): Wanneer was die laaste keer dat Eskom betaal het, dink jy? Hoe ver agter is hul betalings?

Speaker: Nee ek weet nie, hy weet nie. Nee,

Speaker Pat: ek weet jy weet nie, anders sou ek jou nie raai raai gespeel het nie,
Speaker: seker mar 3 maande.

Speaker Pat: Try drie, vier jaar.

Three, four years? Yes. Okay. Six million Rand, what is that?

Speaker (Kiran): Ok Let me put it to you this way.

If we get what we are, what we are attempting to do at the moment, I'm not giving you any details about it, but if it works, none of this will be an issue anymore. You're not going to have electricity being cut off.

Speaker (Pat) Fact, I can vouch for that as well.

Speaker (Kiran): All right, so we need these three days. We need you guys to do what you got to do. Do the best that you can do.

Let me deal with your water issue or electricity issue with Eskom. Give that to me now. I'm going to take that on.

I'm going to speak with Pat. I'm going to speak with the trustees. I'm going to do what I need to do.

But if I give you that, you make sure you give me fruit.

Speaker: Die ander plase is fine. Dis net Kanaal plaas wat op die oomblik dodgy raak.

M.G

Speaker Kiran: The BR guys, in terms of wages, I don't want to talk about anything else. In terms of wages they wages, they do prioritize it.

Even last week, they made a plan to make sure that it gets done. **And they are communicating with me.** So, I'm fully aware now of what's going on. All right?

Speaker (Pat): And then just from me personally, I want you guys to understand the juxtaposed position that we were placed in. **Where originally, I committed to you guys that as a collective, we will do certain things.**

And no one here can say that whilst we were here, I did not stick to my word. That I werent here on a weekly basis. I didn't drive on the farms.

I didn't kak people out. I didn't shout in the warehouse. No one can say that I didn't do that, but when that power was taken away from me, the communication obviously stopped.
However, you all have my number. No one here can say that you have ever phoned me and I did not return your call. I did not reply. When a question was what's up or something was put on email, who here would say that I never replied? I might not have given you the answer you were looking for, but I phoned you back. I answered and I replied.

Weeks ago, I asked and I'm putting them on the spot now because I don't think it's fair that there's this assumption that the practitioners are not communicating.

I told them literally weeks ago that this is coming. Eskom is going to be a problem. Wages are going to be a problem. And guys, this is not the end of it. There are other problems still coming as a result of this lack of funds.

I did communicate the way that I was legally allowed to do. Not fair to tell, or to blame me for something where I was removed from the equation. Not by choice.

If I was here, it would have been different. Boxes would have been sold. Scrap would have been sold.

Unused vehicles, tractors. I'm talking hypothetically. I'm not saying there are vehicles, there are tractors.

But we would have done things differently. Properties would have sold. We would have made sure that there's money here.

But when that power is taken away from me, you can no longer hold me responsible for it. That's not fair. And you've all still got my number.

The kind of WhatsApp's and messages I got this morning, that didn't sit well with me. **Because as Kiran said, constantly I fight for the staff. And not just the people in this room.**

M.G

There's a lot of other staff as well that needs to get paid. And that has always been a priority for me. But there's going to come a point where if I have to fight with the very people I'm trying to help, I'm going to lose the hunger to fight.

Can you guys blame me for that? I'm asking you a question, guys. Do you want to put me on the spot? Let's then be open and honest. And as Anton said, let's not get cross.

I don't get emotional about things like this. I'm not going to get angry. But if you want to blame me, let's do it now.

Because if you do it on the outside of this room, you're a coward. Do it now. What do you want to blame me for?

Speaker Anton: The only thing that I'm going to ask for is that we, especially on the financial matters, but maybe that's something you and me need to discuss, Kiran, is that we can just give the guys an indication of what can be paid.

Speaker (Pat): I've told you guys weeks ago to talk to the staff about the problems that are there. If that wasn't communicated... Remember, I was busy in my... So, I'm answering on the topic that I was busy with.

Speaker: What I'm asking is, from this point forward, if I... It's a very difficult situation because everybody obviously comes to me asking for the money.

People like Paul and the rest of it. And there's key issues. I mean, we've got to start spraying for our fruit set as well.

But what I'm saying is, if it's possible that we can create a communication... It can be via Kiran as well. I'm happy if it's going to be via Kiran. But if we can just get a very clear indication, if you can communicate with Kiran, that I can communicate with the staff to tell them what can be paid for the coming week, whatnot.

As they've said to me, give us the bad news because then we know how to deal, how to manage our farms. But don't say something's going to happen. I'm talking about from me.

It hasn't happened. They're saying to me, don't tell us that things can happen and it doesn't happen. Tell us the bad news, but tell us when we can expect specific issues like power, specific issues like all the other issues that have been resolved.

I want to thank you for those comments. But can I just ask Kiran...

Speaker (Pat): No, no, I'd like to answer. You asked the question. I'd like to answer it. You want open communications. Happy to do that. Ask me a question. I'll answer it. And I'll ask you the same question I've asked these guys.

Have you ever phoned or WhatsApp me that I didn't answer.

Speaker (Anton): No, you haven't.

M.G

Speaker (Pat): Have I ever not given you an answer?

Speaker Anton: no you haven't

Speaker Pat: I can't answer questions if they're not posed to me. All of the information that's there, **bank accounts, everything has been shared with Kiran.**

To me, there's a flow of information. There's a right way to do it. No disrespect, but the staff on the ground, the managers and those type of things, there's a level of hierarchy as to what information you share with them.

As Anton said this morning, they're busy in **communications that I'm not privy to.** There are certain things that are confidential. So, I share it with Kiran.

It's up to Kiran to make the decision as the now director, what and how he shares it with the rest of you. But in fairness, at least four weeks ago, I asked you guys to share with the staff that problems are coming. I did that.

I was open. I was honest. No one here can say I didn't do that.

If that then didn't get to you guys, it's not a Pat problem. Fair?

Speaker Anton: It's fine.

Speaker Pat: Thanks, Anton.

Speaker Anton: But please also appreciate that too. Yeah, there's certain things that are in the policy realm. The reason I'm not communicating a lot of stuff to the staff is because it is... You guys are busy with extremely serious...

Speaker (Pat): 100%. That's what I said. They're not privy to everything. But everything I've got, I have shared. It's then up to you guys.

Speaker: This is clarified and taken a lot of stings out of the emotions of the moment. All I'm asking for is, from this point forward, 99% of the reasons guys come here is to ask me for money to fix things.

I'm just saying that if you can communicate with Kiran, we talk daily. I'm happy with that. Because I can't...

Speaker (Pat): Kiran knows everything. I've told him everything.

Speaker Anton: Can I just ask you one last thing, Kiran? Can I ask on behalf of the staff, that we... Is it possible that in two weeks' time, we have another meeting with yourself, that will you now formally come on board post this voting process and give the guys final? Because they're desperate for it. Is it possible?
Speaker (Kiran): I'm going to say this and then Pat can agree or disagree.

Can we just get across the next couple of days, then I can confirm that. The next couple of days is critical for me to get what I need done, all right? And it's critical for

M.G

Pat to ensure that it can get done. **And Pat is being very collaborative in getting it done.**

As far as he can, but he's also mandated by the creditors to look after their interests. So, we respect that and we respect what his position entails. Moreover, from this, let communication flow directly with me.

Let me also make you guys a little bit more... Understand a bit more, okay? The farm in its previous state was in control of a lot. When I say that, I mean you control the customers, you control the payments and all these things. When Pat came along, distress no money.

He had to make certain decisions in order to make sure we have a season this year, all right? And with respect, Pat, let me try and explain it to them. So yes, I hear what Anton is saying. And you'd love to know what is the forecast for the next week in terms of cash.

Speaker Pat: I would too.
Speaker (Kiran): the problem that you're sitting here with is the terms of our payments with our clients and everything else does not sit with Pat. **It sits with the third-party freshgro and our clients.**

So, what's happening at the moment, he can only know what's going to get paid. He doesn't get to know about it in a month's time. He doesn't know what the payment schedules are for a month.

Because if a ship gets there, it gets there. If it's delayed, the payment's delayed. So therein lies that issue where his cash flow is a bit... Well, not known to him clearly because he doesn't know what's going to actually come in for that week.

So, at the moment, we're living week by week. It's hand to mouth. Post this process, that will no longer be the issue.

You will not have that issue. So, you are in the murky waters now. **But it's decisions he had to have made at the time to get us to at least still be here.**

Speaker Anton: All right

Speaker (Pat): But in all fairness, that's also the ordinary course of business. Doesn't matter how or who exports. Distress, not distress.

Ordinary business, not ordinary business. And I will rely on Johannes to correct me if I'm wrong because I'm not from the citrus industry. I don't know how things normally work.

But it was my understanding, Johannes, that it's always like that. The ship goes over, the container gets opened, it gets inspected. Only at that stage do you really know what you're going to get paid.

Am I right? It's not when the container leaves. Am I right?

M.G

Speaker (Johannes) 100% correct, it's not that easy, it's exactly how you say.

Speaker (Pat): So, it's not a question that it's different. It's just the nature of this beast.

I will know on Monday what money we will get paid on Wednesday. And that money normally clears on the Thursday. And I can then spend the money on the Thursday.

That's why the agreement has always been in place. If you guys need to buy stuff, get it to Dominique by the Wednesday so that we can approve it and get the payments done on the Thursday when the money comes. That's ordinary course of business.

It's the way it's always been. The difference being in the past, there was a little bit of surplus money in the bank account that could be used whilst we wait for the money. That's the way it's going to be in the future.

There's going to be other money and we're not dependent on that money coming in from overseas. That's where the difference comes in.

Speaker Anton: With your permission, Kieran, I'd like to make this following rule.

Please guys, do not talk. Now you've said it, suggested it, but it creates confusion. Please do not talk directly to Pat.

Give me your list, give me your issues, give me your concerns. I will communicate with Pat because I'll tell you why, Pat.

Speaker (Pat): No, you'll communicate to Kieran, Kieran will communicate to me.

But then, four weeks ago, I told you to warn these guys. It didn't happen. Don't blame me for that. I answer the questions and I communicate. If they're not allowed to talk to me directly, please don't blame me if they don't get the answers.

Speaker Anton: That's fine, that's fine.

Speaker (Pat): I'm happy to work through Kieran.

Speaker Anton: From this point forward, if we could do that, I'll tell you why. Because Devin might ask a question that relates to all the farm guys.

He gets an answer but the rest of us don't get the answer. Did they get the answer back? Maybe I can resolve it before we mess Kieran around. Because the next week, I know what his program looks like.

It's freaking crazy. He works until 11 at night and I know what the program is like. I might be able to give you the answer or I might be able to quickly get the answer back from Kieran.

M. G

Being in the position that he is now, the minute I've got information that is relevant to everybody, I'm going to broadcast it to everyone. Then it's not just Devin who gets the answer, but everybody gets the answer. It's fair to the whole group.

The problem is when there's discussions behind the scenes, you've got all these cross-threads of communication and this creates confusion. And it also undermines what we are trying to do in terms of management of the farm base.

Speaker (Kiran): So, I'm happy with that. That's great.

Speaker (Pat): I'm not, but carry on.

Speaker (Pat): Okay, you can be unhappy, it's fine.

Speaker (Kiran): Any other concerns that you have right now that you want to ask, ask.

Speaker (Pat): Before we do that, I just want to say, the communications I'm happy with, and I know that Kieran is stepping in as the director, but I don't want there to be any confusion, misconceptions, misunderstandings. Even if he's the managing director, when it comes to tractor trading, Steenbok Factor and Proximities and Blue Crane, I'm the one in charge, he's got no say.

Just keep that in mind as well. Only the trust is now not part of our mandate anymore. And that's what makes it difficult because all of you are employed by the trust.

But when it comes to those entities, I'm the only one that gets to make decisions.

Speaker: Do you understand why I'm asking you for that?

Speaker (Pat): That's why I said I'm happy with it. I'm just making that clear, so that Kieran is not in a position where you guys think he can make the decisions.

He will still run it past me. We don't have a problem communicating. He asked me **something, I'm open and honest about it.**

I just don't want you guys to expect him to give an answer immediately. You must give him the opportunity to communicate as he has said.

Speaker (Kiran): Any questions that you guys may have? Anything, anything.

Do you have enough ballpoint pens? I don't know. Something, anything.

Speaker: We don't have enough paper.

Speaker: Ok so twee weke moet ons nou nog so sit en wag ne, as jy inkom, watse deel vat jy dan? en Pat, gan jy dan nog an met ons dan. as Kiran inkom gan jy nog steeds met ons aan.

M.G

Speaker (Pat): I can't answer that now.

Not because it is conversations behind the scene or deals that I'm not privy to or being skinnering. You guys know I'm 100% against the secret society of secret secrets that used to run the joint. I can't answer that question because at this point in time, we don't know.

Kieran is doing his part. I'm doing my part. We're communicating to the creditors and it is really going to be up to the creditors how long I'm still involved.

I can answer your question a different way. How long do I want to be involved? I'm gatvoel of you bunch. I want to be done with it.

So, if I can get out, I'm out.

Speaker (Kiran): Better answer.

Speaker (Pat): More polite.

Speaker (Kiran): If it's approved in the way that you want it, then there will be a time frame that Pat will exit. And I will take full control provided what you put on the table is what they want. I don't want to speak out of turn.

You've got three days to try and get this thing sorted. So, give us that three days. I'll post the three days.

I think Pat will be in a much better position to say, great, now we can make an announcement.

Speaker (Pat): And jokes aside, I think it's better for me to step away the sooner so that you guys can get used to the new norm. I'm not really Gatfol of you guys.

I quite enjoyed the farms, but I do think that the sooner the new management can take over, the better.

Speaker: Okay, sorry, Kieran. n laaste vragie, ek dink dis almal, ons blanke personeel ons mense wat op die plase werk is ons almal nog veilig?

Speaker Kiran: in our Plan

Speaker: Ja, as jou plan reg is.

Speaker (Kiran): You're talking about the farm managers and farm workers.

Speaker: Ons almal, soos ons nou hier is.

Speaker (Kiran): Now you ask me, see there's a difference now. I'm doing a deal where the staff is not part of. And then the trust, once I manage the debt

So let me put it this way. From the trust end, yes. From the trust end, yes.

M.G

Okay. I can't yet speak of Proximitas until we get what we need to do.

Speaker (Pat): The difficulty being guys, because you are all employed by the trust, it's not something we can answer.

And factually, as I'm standing in front of you today, I am 100% convinced that there are salaries that we are paying that does not contribute to any of the entities. That's a simple drain on the business. And in my mind, it would be reckless and negligent to continue paying for those salaries.

What's going to happen in the future? As I said, Tracto trading, Steenbok Vlakte those business plans have been adopted. So those farms are being sold. We are trying to do those as going concerns which means whoever buys that farm will take over that staff.

But we can't force it because the staff is not employed by that entity. And that is not a problem of our creation. It's a legal problem.

You understand what I'm trying to get to? So, I know Kiran is buying everything and is wanting those people working on the farms and stuff to stay there. And I can respect that. And I agree with that.

It's what I want as well. **I want to save as many jobs as possible.** But I might have to sacrifice a few for the greater good of the many.

But you guys are all employed by the trust. I've got absolutely zero say about it. My commitment to you is that when those farms are sold, **I will do my darndest to secure the jobs to go with it.**

I cannot guarantee it because legally I'm not permitted. But I'm going to try and save the jobs.

Speaker (Kiran): Also, the thing is, we are being put on the spot at the moment.

And the reason I don't want to give you firm answers and why I didn't want to see you this week is purely because I want to get things finalized. I'm speaking to you prematurely now. And the answer that you're going to get is vague from both of us.

It's going to be vague. Well, not really vague from factual, but vague from my end. Not so much from... Because that's got a process and it's a legal process.

It's vague at the moment. Just give us three days, four days that we answer those questions post that. Then I'm in a better position to do it.

At the moment, I really don't like this. I don't like to answer these questions. I don't do business like this at all.

I do it knowing what I am capable of doing or not. At the moment, I'm in a catch 22 situation. All right.

M.G

So, allow us the chance for a week. That's all I'm asking.

Speaker Anton: Okay, can I just say something else here, which is controversial? Pat, you might not like what I'm saying, but a few weeks ago, I was brought under the impression at your boardroom that not a single farm will be sold without the manager and the staff going over with.

And that was a precondition for sale. Has that changed?

Speaker (Pat): That was never the fact. That has always been my commitment to try and do it.

The farms, and again, what has changed is the legality around it because they're not working for those farms. They're not employing them.

Speaker Anton: They're not communicating that to the staff.

Speaker (Pat): Yeah, and that's what I'm saying. When we sell that particular farm, those people are going with it. At that point in time with our discussion, we were talking about one farm.

We were not talking about the Tracto trading and Steenbok. We were talking about one farm, and I gave you, my commitment. There's an offer on the table, and it includes all of the jobs.

We still discussed one or two people that you didn't want to go. So, for that instance, yes, you're 100% right. I gave my commitment because that's there.

But for everything else, I can't because those deals are not made yet. I would never have said it's a guarantee, but it's my commitment to try. It's beyond my control.

I can't guarantee it. Do you remember we talked about just that one farm?

Speaker: No, I remember distinctly you saying you're making a commitment that, because I asked you that question. What about the staff? What about the managers? And then I communicated that with everybody.

Speaker (Pat): No.
Speaker Anton: Nobody's going to lose their jobs.
Speaker (Pat): Never can say that because they work for the trust.

I can't talk on behalf of the trust. I would never talk on behalf of the trust, except for the deal that's already done.
Speaker (Kiran): Okay, let me, this is, sorry about that, but let me just say this, okay? I'll speak now from the trust because I'm at least mandated there.

Okay, from the trust side, what we are saying is the trust, your jobs are safe. Okay, from the trust side, **Pat is correct. If any farms are being sold, and there's two**

M.G

plans where that is being said, staff on that farm will be negotiated to go with that farm as a going concern.

Correct?
Speaker (Pat): Correct.

Speaker (Kiran): All right, so let's leave it at that. Again, this is a very premature thing at the moment on what we are trying to attempt to get done.

So just give us a week, guys, and then we can give you firm answers. I don't want these questions to keep playing in your mind now when it's not important right now. All right, just give us the opportunity.

This is very premature.

Speaker (Pat): Guys, you will recall my very first meeting with all of you that we had in the packhouse. The question about jobs was raised then.

My answer then as it is now is exactly the same. I do business rescue to save jobs, and I will try and save as many jobs as I can, but I can't guarantee anything. You guys will recall that I said that at that point in time in the meeting.

Subsequent to that, we had a meeting out here by the gate with the rest of the staff. The same thing was communicated to them there. We had a separate meeting with the packhouse staff where the same thing was communicated there.

We had the meeting with the managers at Bosh kraal where the same question was asked, and I said to you guys then as well, I can't guarantee it, but I will do my damnedest. Every time that question was posed to me, my answer was the same. Do you guys recall me saying that?

None of you recall me saying that.

I've got all the recordings. I can share them with you. My answer had always been the same.

I do business rescue to save jobs, and I will save as many as I can, but I can't make any guarantees.

Speaker (Kiran): Anything else that I can't give a vague answer on? Anything else?

Speaker Anton: Yeah, on behalf of the staff, I just want to say that it would be appreciated Kiran, you know, very much appreciated. The guys are desperate and the ladies are desperate for clarity about their futures if we can please as soon as possible have a going forward meeting where we discuss how are we going to finance, how are we going to, and you know, we both got our roles to play there, but how are we, that we know who keeps their jobs, that we know which farms are staying.

M.G

You know, I've communicated that, but I know that this is the underlying, and so people are really stressing about that. Very, very, very much so. They've got families, they've got children, and they need to know what the future's like.

So, if we could have a going forward meeting as soon as possible,

Speaker (Kiran): after a week, we can have that.

Speaker (Pat): Guys, it's going to be a very difficult conversation, and I know Kiran wants to talk about it, but I'm the technical guy, the legal guy that always thinks about the legal implications and not necessarily the emotional ones. For me to save the jobs is an emotional thing.

It's really what I want to do. That's always been my commitment, especially when I was part of the trust, because then I had more control over your futures. But on the 25th, 27th, I honestly can't remember, of January, when the sequestration application for the trust comes to play.

That's not something any one of us can control. And if that sequestration application succeeds, what does that mean for the jobs, Kiran? Yeah, Kiran. Then none of you have jobs.

Speaker Kiran: Ja

Speaker Pat: So, to make any form of guarantees or promises is ludicrous. My commitment to you is the same as it's always been.

I will try me damnedest to save as many jobs as I can, but I will make no commitments.

Speaker Anton: Final question. From your experience as a BRP, because I know that's the question that the guys are not asking you.

From your experience as a BRP, what do you think our chances are of pulling this off?

Speaker (Pat): For Proximities? I can answer for Proximities. I am confident, so much so that beyond reasonability, I will say that I think we can make Proximities. We can save Proximities.

Stanbrook Flaktur, Tracto, those planes are done beyond our control. What happens there? When it comes to the trust, I hope it's a small rabbit, but someone is going to have to pull it out your ass. That's a dangerous one.

The trust to me at this point in time, unless someone is going to put substantial money into it, which I believe Kiran is considering, it's got a 10% chance of survival, in my view, my experience.

Speaker Anton: Okay. So that's the formal official line?
Speaker (Pat): No, I don't talk on behalf of the trust.

Speaker: Sorry, correct. Sorry, sorry, sorry.

M.G

Speaker (Pat): Based on the information at hand, for as much as I'm permitted to discuss at this point in time.

Speaker: You will never be held. It's not something you say to ask your opinion. You gave me your opinion.

Speaker (Pat): Correct.

Speaker: Thank you very much.

Speaker (Pat): But guys, please remember, I've not been involved with the trust for several months.

I don't know what the defence is at the moment. I'm talking about what the documentation and defences was at that time. It might be very different.

Speaker (Kiran): All right. I don't know. Let me just... Okay My deal goes through Proximities? The trust is fine from my end. Just leave it at that. If this deal goes through, which is why I want a week.

For Pat to do what he can do and for what I need to do. Okay. If this doesn't happen in this week, then the trust is not fine.

The rabbit out the ass that Pat is talking about?

Speaker (Pat): Here he stands and he's a big boy.

Speaker (Kiran): Can only happen if this week goes through. So again, it's premature answers here.

Very premature. We're right at the tail end. And to get this thing across the line, I just need you guys' support to do what you got to do.

And you need my support for the electricity, which I'm going to attempt to get done. All right.

Speaker Anton: Kieran, last question to you.

Yes. You can throw me with that thing afterwards, but I'm happy to jump in front of the bus for my staff. Your business experience, which is exceedingly bigger than mine.

That's why I'm here. What do you think your gut feelings, opinion wise? I'm pulling this up.

Speaker (Kiran): Look, and I'm going to give, I did say this yesterday.

I did say this. I do admire Pat. So put it to you this way.

Speaker (Pat): Suck up.

M.G

Speaker (Kiran): Pat's got a way to deal with what I need to get done.

Speaker: Talking about trust now, the trust.

<u>**Speaker (Kiran):** No, no, no. The trust, the whole thing about the trust can only be secured if this goes through. It cannot be secured if this doesn't go through.</u>

That's the bottom line. All right. So, I'm speaking from here now.

All right. From Proximities.

Speaker (Pat): And Kieran can tell you guys, as much as I'm not permitted to talk on behalf, talk to work on the trust behind the scenes.

I think I've helped you on the trust.

Speaker (Kiran): So, having him do what he needs to do on that end, and this week giving us what we need done. My honest gut feel, we are 95% across the line.

Speaker Anton: Thank you.
Speaker (Kiran): Okay. But again, I don't want to give you undue hope until I have it.

And that's why I didn't want to have this meeting. Because it's premature for me. Until I have that signed, sealed and done, I'm not even here tomorrow.

That's how much time I'm putting into this. I'm not even looking after my other interests. And let me tell you, that shit pays me.

This doesn't pay me nothing. I'm not getting anything out of this. I'm really not.

Speaker: Seven days a week.

Speaker (Kiran): You know, but I'm putting a lot of my time and effort into this. A lot of it.

And I can tell you, when he needs me, I get late to his office, but I'm there.

Speaker (Pat): It's always late.
Speaker (Kiran): But the point is, I'm putting as much as I can into this.

Because I don't invest in drink and water guys. I invest in people. That's what makes the money.

Not this. What is a desk? I can go buy a desk at freaking Lewis if I want to. It's you people around the desk.

You do the job. I invest in you. Human capital.

All right.

M.G

Speaker (Pat): So, I had a check yesterday on my phone between Kieran and myself, just for yesterday. We had 44 phone calls between the two of us.

Just in one day.

Speaker (Kiran): So, it's a lot of time, a lot of effort. I'm 95% sure, based on what Pat has already done and achieved so far through what our negotiations are, that we can get this across the line.

If that answers your question, gives you a bit of alleviation of both of your fears, I hope it does. And it's a big thing. Because post this, I can tell you one thing.

Monday was a shit show. Where we are today, to where we were on Monday, I think we're like 560 a day, Pat.

Speaker (Pat): The plans were rejected on Monday and we were given instruction to close the businesses down.

All of them. The trusts, prox, everything. That was the instruction on Monday by a 100% vote from the creditors.

That's what happened on Monday. Now, we're about 90% from a positive vote. And the rabbit in the hat, as I was speaking to, if we get that rabbit through, which is prox, if we get the proxy deal done and Kieran is successful, then the trust is saved.

In the absence of prox, there is no trust. There might be a Proximitas in a different format, but there will be no trust. So, it's all reliant on this big rabbit over here.

Speaker: Okay. And I'll back you all the way. Yes, sir.

Speaker (Gary): Kieran, hi. My name is Gary.
Speaker (Kiran): Hi, Gary.

Speaker Gary): I just want to find out about you. I've seen that you have more knowledge about what's going on in the legal house. You say that the directors, the old directors are not directors anymore, and you know that you appointed directors.

Am I right in saying that?

Speaker (Kiran): In proximities, yes.

Speaker: (Gary): Okay, so who were the directors of proximities before?

Speaker: Johan and Marika. Johan.

Speaker (Kiran): All right. So, guys, gee my n week asablief. My gisig is op gefok van die kak. So can you please just give me a week. We will get this done. I've got to deal with this oke, you have deeled with him for how many months, I deal with him every day.

M.G

Speaker Pat: you don't like me but you can trust me what I say, I don't think Ive droped you guyes, I have always answered and I say again, if you got questions, if you've got comments, do them now, don't be a coward and do it behind my back because its disrespectful to yourself. Ask me the questions now and lets get through it.

Speaker Kiram: to show you my commitment, Pat will tell you, juts on the drive here how many calls I've had and how many decisions I had to make on my other businesses. Really, in my other business I do well in my other businesses,

Speaker: Other priorities

Speaker Kiram: ow,, what I'm saying is I am giving this my all, I am not giving this 10% I am not giving this 5% I am not giving it owe well I see an opportunity, I am giving it my everything. Alright, no matter what happens at the end of this week, just know, us standing here is us fighting 110% to fighting to get this thing done to a rescue and not too a liquidation, All right, give me a week that's all.

Speaker Anton: Ok Dankie

Speaker: ek het hom ge- instigate die ding so julle moet mar vir my kwaad wees hoor.

Speaker Anton: niemand is kwaad vir jou nie.

Speaker Pat: Guys if you want to know I will come but give me fair notice I'm not here, because I'm not allowed to be here.

Speaker: nee dis net gister het te veel gebeur en my kop het my gelos.

Speaker Pat: if you guys want me, I am more than willing to come here, I love walking amongst the trees, I just don't want to get fucked up by farmers.

Speaker Kiran: or the trees, the trees don't like you either Pat
Speaker Pat: I turn the Valentia's to lemons.
Speaker Kiran: all right guys, I know it's not what you wanted to hear, but it's something.
Speaker Anton: Baie dankie

M.G

QP 2

"TK1"

301

To whom it may concern

19 September 2024

PCF funding details

How much

R35,000,000

When

January 2025

From where

Own contribution by myself Mr. Kiran Moodley

Used for

Funding operational activities to see the 2025 season through

PCF subject to following conditions

Collateral to be provided at a minimum of R70,000,000 this may include collateral already provided to prior funders of PCF in an amount of R50,000,000

Conditions of payment

August 2025 to November 2025 interest only repayments and capital reduction thereafter repayment over 2 months over December 2025 and January 2026

Signature

Kiran Moodley

19/09/2024

M.G TK

13 November 2024

QP-3

CIRCULAR 25

THIS DOCUMENT IS A CIRCULAR TO THE AFFECTED PERSONS RELATING TO THE BUSINESS RESCUE PROCESS OF **PROXIMITAS INVESTMENTS 60 (PTY) LTD** IN TERMS OF THE COMPANIES ACT, 71 OF 2008 AS AMENDED (THE ACT).

NOTICE OF THE MEETING TO DISCUSS OFFER RECEIVED IN PHASE ONE OF THE PROCESS AS PROPOSED IN THE BR PLAN

The Business Rescue Practitioners wish to convene a meeting to discuss the offer received in terms of phase one of the business rescue plan of **Proximitas Investments 60 (Pty) Ltd**.

As per the previous communication sent, **Proximitas** ("the business") commenced Business Rescue Proceedings in terms of Chapter 6 of the Act on **29th of November 2023**. Furthermore, notification of the appointment of the Practitioners was provided to all affected persons.

Dear Creditors,

This notice is to inform all affected persons and creditors that an offer under Phase One of the adopted business rescue plan has been received within the allotted timeframe.

However, to proceed with finalizing this offer, the investor requires an extension of the timelines outlined in the adopted business rescue plan.

To this end, we refer you to clause 5.2.6.2 of the adopted business rescue plan, which states:

"5.2.6.2 In the event of a Material Breach of the plan, including but not limited to failure in payment of any dividend as specified in the adopted plan or changes to the timelines as set out in the plan, the practitioners reserve the right to call a meeting of creditors to consider an amendment to the adopted business rescue plan, subject to approval by majority vote."

This clause grants the business rescue practitioners the authority to convene a creditors' meeting to consider amending the adopted plan if there are any changes to the timelines.

We submit that this requested extension falls within the scope of point 5.2.6.2 of the adopted business rescue plan. This extension would be in the best interests of all affected persons, allowing the investor additional time to finalize funding requirements and provide the necessary confirmation for creditor consideration.

M.G

The practitioners hereby invite all creditors to attend a meeting to vote on granting the investor an additional 10 days to finalize the proposal.

It has been decided that virtual meetings are still more favourable. Please find below the details for this upcoming meeting.

Details of the meeting:

Date	:	**15 November 2024 (Monday)**
Time:	:	**12h00**
Place:	:	VIA TEAMS
	:	LINK TO THE MEETING REGISTRATION!
Required:	:	**This is not a compulsory meeting, but attendance is advised as important votes will be taken during the meeting.**

Agenda of the meeting:

- Welcome and explanation of the meeting.
- Discuss the offer received during phase one of the business rescue plan.
- Meeting Closure.

If there are any affected persons who require further information, please feel free to contact the Business Rescue Practitioner, who's details reflect below.

Kind Regards

Quinton Pattinson
patp@businessrescue360.co.za
082 749 6462

David Masterton
davidm@businessrescue360.co.za
082 569 3813

M.G

Building 5 | Waterfront Business Park | 9 Pommern Street | Humerail | Port Elizabeth | 6070 | South Africa
P O Box 28302 | Sunridge Park | 6008 | Port Elizabeth | South Africa
T (+27) 41 008 5073 E patp@businessrescue360.co.za W www.businessrescue360.co.za

BR360
INTEGRATED BUSINESS RESCUE

QP 4

November 2024

CIRCULAR 26

THIS DOCUMENT IS A CIRCULAR TO THE AFFECTED PERSONS RELATING TO THE BUSINESS RESCUE PROCESS OF **PROXIMITAS INVESTMENTS 60 (PTY) LTD** IN TERMS OF THE COMPANIES ACT, 71 OF 2008 AS AMENDED (THE ACT).

OUTCOME OF THE MEETING TO DISCUSS THE PHASE ONE OFFER

The business rescue practitioners[1] wish to advise all the affected persons of the outcome of the meeting held on the 15th of November 2024. The purpose of this meeting was solely to discuss the offer received during phase one of the adopted business rescue plan.

The practitioner took time at the commencement of the meeting to explain the procedures that would be followed during this meeting.

Request for an extension of Time:

In terms of the adopted business rescue plan, an offer has been received during phase one of the adopted business rescue plan. This offer is for the Proximitas Group and the offer has been presented during the first phase.

The request made during the meeting was for an extension of an additional 10 business days from the date of the meeting being held. The reason for the request was to allow the investor to finalise their due diligence and to allow for the conclusion of any suspensive conditions and the providing of the proof of funds.

The rescue plan makes provision for a request for extension of time, as long as this is presented to the creditors for their approval. However; should the offer not materialise within the 10 additional days – the auction planning will continue. The auction proposed date will naturally need to be extended beyond the 29th of November 2024 and seeing as

1 Quinton (Pat) Pattinson, Senior Business Rescue Practitioner and David Masterton, Experienced Business Rescue Practitioner.

M.G

December and January are impractical months to hold such an auction – the proposal would be to have the auction by no later than the 14th of February 2025. Again, this would only be the case should the offer not materialise in the allowed additional time requested.

The vote was taken, and creditors voted with 100% of those present and who exercised their right to vote in favour to provide the practitioners with the additional time that was requested in order to finalise the offer.

Quinton Pattinson
patp@businessrescue360.co.za
082 749 6462

David Masterton
davidm@businessrescue360.co.za
082 569 3813

M.G

QP-5

Co. Name	Blackie Swart Familie Trust	Co. Address	Blue Crane Crescent Kirkwood 6120	Pay Period	2025/01/18-2025/01/31
Emp Code	2739			Dt Engaged	2021/03/01
First Name	Richard			Account No	51381990200
Surname	Harry			Branch Code	410506
Emp Address	Goodhope Packhouse Kirkwood Kirkwood 6120	Department	Farm Waterkloof		

BSFT

EARNINGS

Description	Hrs/Units	Amount
Normal Hours	72.50	1999.55
Overtime 1.5	25.50	1054.94
Annual Leave	8.50	234.43
Night Allowance	4.00	93.77
Total Earnings		3382.69

DEDUCTIONS

Description	Hrs/Units	Amount	Opening Balance
U.I.F.		33.83	
Total Deductions		33.83	

Sage

NETT PAY ***3,348.86***

YEAR TO DATE TOTALS

Taxable Earnings	69747.11

Night Shift Allowance from 8pm to 4am

Leave Description	Leave Taken	Due @ End
Annual	.0000	14.4225

ADDITIONAL INFO

ADDITIONAL INFO

Rate per hour	27.58
O/T 1.5	41.37
O/T 2.0	55.16

MUKURU ACCOUNT

ACCESBANK

M.G

Co. Name	Blackie Swart Familie Trust	Co. Address	Blue Crane Crescent Kirkwood 6120
Emp Code	1947	Pay Period	2024/01/20-2024/02/02
First Name	Perseverance	Dt Engaged	2018/04/11
Surname	Mudzviti	Account No	51101696943
Emp Address	Goodhope Packhouse Kirkwood Kirkwood 6120	Branch Code	410506
		Department	Kanaalplaas

BSFT

EARNINGS

Description	Hrs/Units	Amount
Normal Hours	85.00	2160.70
Nights Worked	5.00	108.04
Tanks Sprayed	115.00	862.50
Total Earnings		3131.24

DEDUCTIONS

Description	Hrs/Units	Amount	Opening Balance
U.I.F.		31.31	
Total Deductions		31.31	

NETT PAY 3,099.93

YEAR TO DATE TOTALS

Taxable Earnings	52663.56

Night Shift Allowance from 8pm to 4am

Leave Description	Leave Taken	Due @ End
Annual	*.0000*	12.6918

ADDITIONAL INFO

ADDITIONAL INFO

Rate per hour	25.42
O/T 1.5	38.13
O/T 2.0	50.84

M. G Sage

Co. Name	Blackie Swart Familie Trust	Co. Address	Blue Crane Crescent Kirkwood 6120	Payment Dt	2023/09/15
Emp Code	1937			Dt Engaged	2013/06/03
First Name	Ryan			Account No	4105252592
Surname	Mhokore			Branch Code	632005
Emp Address	Goodhope Packhouse Kirkwood Kirkwood 6120	Department	Farm Waterkloof		

EARNINGS

Description	Hrs/Units	Amount
Wage	85.00	2160.70
Overtime 1.5	15.00	571.95
Total Earnings		2732.65

DEDUCTIONS

Description	Hrs/Units	Amount	Opening Balance
U.I.F.		27.33	
Total Deductions		27.33	

NETT PAY ***2,705.32***

YEAR TO DATE TOTALS

Taxable Earnings	31075.95

CURRENT PERIOD

Co. Contributions	54.66

Leave Description	Leave Taken	Due @ End
Annual	.0000	10.3842

ADDITIONAL INFO

ADDITIONAL INFO

Rate per hour	25.42
O/T 1.5	38.13
O/T 2.0	50.84

M.G Sage

BSFT

Co. Name	Blackie Swart Familie Trust	Co. Address	Blue Crane Crescent Kirkwood 6120	Pay Period	2025/02/15-2025/02/28
Emp Code	1739			Dt Engaged	2006/09/04
First Name	Charlie			Account No	9259940092
Surname	Matjeke			Branch Code	632005
Emp Address	Goodhope Packhouse Kirkwood Kirkwood 6120	Department	Farm Waterkloof		

EARNINGS

Description	Hrs/Units	Amount
Normal Hours	76.50	2109.87
Total Earnings		2109.87

DEDUCTIONS

Description	Hrs/Units	Amount	Opening Balance
U.I.F.		21.10	
Total Deductions		21.10	

Sage

NETT PAY *2,088.77*

YEAR TO DATE TOTALS

Taxable Earnings	63882.27

Night Shift Allowance from 8pm to 4am

ADDITIONAL INFO

ADDITIONAL INFO

Rate per hour	27.58
O/T 1.5	41.37
O/T 2.0	55.16

Leave Description	Leave Taken	Due @ End

M.G

Co. Name	Blackie Swart Familie Trust	**Co. Address**	Blue Crane Crescent Kirkwood 6120	**Pay Period**	2025/02/15-2025/02/28
Emp Code	1695			**Dt Engaged**	2010/03/03
First Name	Chevandro			**Account No**	9281996918
Surname	Peacock			**Branch Code**	632005
Emp Address	Goodhope Packhouse Kirkwood Kirkwood 6120	**Department**	Farm Waterkloof		

EARNINGS

Description	Hrs/Units	Amount
Normal Hours	76.50	2109.87
Total Earnings		**2109.87**

DEDUCTIONS

Description	Hrs/Units	Amount	Opening Balance
U.I.F.		21.10	
Total Deductions		**21.10**	

Sage

NETT PAY ***2,088.77***

YEAR TO DATE TOTALS

Taxable Earnings	74349.92

Night Shift Allowance from 8pm to 4am

Leave Description	Leave Taken	Due @ End

ADDITIONAL INFO

ADDITIONAL INFO

Rate per hour	27.58
O/T 1.5	41.37
O/T 2.0	55.16

M.G

Co. Name	Blackie Swart Familie Trust	Co. Address	Blue Crane Crescent Kirkwood 6120	Pay Period	2025/02/01-2025/02/14
Emp Code	1425			Dt Engaged	2006/06/01
First Name	Marlyn			Account No	9282659448
Surname	Daniels			Branch Code	632005
Emp Address	Goodhope Packhouse Kirkwood Kirkwood 6120	Department	Farm Waterkloof		

EARNINGS

Description	Hrs/Units	Amount
Normal Hours	68.00	1875.44
Annual Leave	17.00	468.86
Total Earnings		2344.30

DEDUCTIONS

Description	Hrs/Units	Amount	Opening Balance
U.I.F.		23.44	
Total Deductions		23.44	

Sage

NETT PAY ***2,320.86***

YEAR TO DATE TOTALS

Taxable Earnings	58552.43

Night Shift Allowance from 8pm to 4am

Leave Description	Leave Taken	Due @ End
Annual		

ADDITIONAL INFO

ADDITIONAL INFO

Rate per hour	27.58
O/T 1.5	41.37
O/T 2.0	55.16

M.G

Co. Name	Blackie Swart Famille Trust	**Co. Address**	Blue Crane Crescent Kirkwood 6120	**Pay Period**	2025/01/18-2025/01/31
Emp Code	1540			**Dt Engaged**	2020/05/13
First Name	Tatenda			**Account No**	78600960005
Surname	Ntukula			**Branch Code**	683000
Emp Address	Goodhope Packhouse Kirkwood Kirkwood 6120	**Department**	Farm Beginsel		

BSFT

EARNINGS

Description	Hrs/Units	Amount
Normal Hours	72.50	1999.55
Annual Leave	8.50	234.43
Backpay Normal	42.50	1172.15
Total Earnings		3406.13

DEDUCTIONS

Description	Hrs/Units	Amount	Opening Balance
U.I.F.		34.06	
Total Deductions		34.06	

Sage

NETT PAY ***3,372.07***

YEAR TO DATE TOTALS

Taxable Earnings	60862.25

Night Shift Allowance from 8pm to 4am

Leave Description	Leave Taken	Due @ End
Annual	.0000	10.9611

ADDITIONAL INFO

ADDITIONAL INFO

Rate per hour	27.58
O/T 1.5	41.37
O/T 2.0	55.16

M.G