

PROPOSED BUSINESS RESCUE PLAN
PUBLISHED TO THE AFFECTED PERSONS OF

SABLE SAND TRADING 1014 CC

Registration nr: 2002 / 096118 / 23

BY

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&

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ON

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1. DEFINITIONS

- 1.1. “**Acquittance**” means a document executed by a creditor in terms of which that creditor advises the Business Rescue Practitioner/s that such creditor will not look to the Business or the Business Rescue Practitioner/s for any payment of benefit under the Business Rescue Plan, to the extent of the amount stated in the acquittance;
- 1.1. “**Act**” means the Companies Act 71 of 2008 as amended;
- 1.2. “**Affected Persons**” means affected persons as defined in Section 128 (1) of the Act and in relation to the Company means a shareholder, a creditor and the employees of the Company;
- 1.3. “**Assets**” means all assets of the Business as reflected in the books of account of the Business as at the commencement date;
- 1.4. “**Auction Value**” means an estimate of the realisable value of the Business assets on a public auction where a sale is concluded on a forced sale, upon the fall of the hammer, to the highest cash bidder during an auction which was reasonably well advertised and attended by members of the public;
- 1.5. “**BRP/s**” means Pat Pattinson and Jaco Durandt as defined in Regulation 126 to the Act;
- 1.6. “**BR360 C**” means Business Rescue 360 Cape (Pty) Ltd which contracts Pat Pattinson and Jaco Durandt as the Business Rescue Practitioner/s of the business;
- 1.7. “**Business Rescue**” means the proceedings in terms of Chapter 6 of the Act and as defined in Section 128 (1)(b);
- 1.8. “**Business Rescue Plan**” means this document which is a business rescue plan prepared in terms of Section 150 of the Act and published by the Business Rescue Practitioner/s on the 16th of February 2024.
- 1.9. “**Claims**” means secured, preferent or concurrent claims as envisaged in the Insolvency Act, against the Business, the cause of action in respect of which arose, prior to or on the commencement date, of whatsoever nature and from whatsoever cause, including claims, arising from contract or delict, actual and contingent, prospective, conditional and unconditional, liquidated and unliquidated, assessed and unassessed and whether or not due for payment of performance, specific or otherwise, and including all claims arising out of any agreements entered into by the Business on or prior to the commencement date, all such claims to be determined, calculated and admitted as secured, preferent or concurrent in accordance with the same ranking, as envisaged in the Insolvency Act, that attached to them upon the issue of a winding up order in respect of the Business, whether or not such claims are proved;

- 1.10. “**Creditor/s**” means all legal entities, including natural persons, having secured, preferent and/or concurrent claims against the Business as at the commencement date as envisaged in the Insolvency Act;
- 1.11. “**Concurrent Creditors**” means creditors having concurrent claims as envisaged in the Insolvency Act;
- 1.12. “**The Business**” means Sable Sand Trading 1014 CC (in business rescue), a business duly incorporated in terms of the Laws of South Africa under registration number 2002 / 096118 / 23;
- 1.13. “**Commencement Date**” means 14 September 2023 being the date upon which the resolution to voluntarily begin with business rescue proceedings was filed with the Commission;
- 1.14. “**Commission**” means the Companies and Intellectual Property Commission of South Africa which is a division of the Department of Trade and Industry and is responsible for the register of companies in South Africa;
- 1.15. “**Disputed Claim**” means a claim that was submitted, but not approved by the practitioner/s. These claims will be confirmed or amended prior to distribution and are dealt with in terms of the included dispute resolution mechanism in this plan.
- 1.16. “**Factoring**” means that a creditor consents to accept a full and final settlement of its outstanding historic debts to an amount less than offered in the plan, but paid immediately upon acceptance between the Business and the Creditor;
- 1.17. “**Historic Debt**” means the debt owed by the Business as at the date of filing;
- 1.18. “**Independent Creditors**” means all Creditors having Claims against the Business other than creditors related to the Business and its subsidiaries and/or directors;
- 1.19. “**Insolvency Act**” means the Insolvency Act 24 of 1936 as amended;
- 1.20. “**Legal Moratorium**” means the moratorium granted by section 133 of the Act in terms of which no legal action against the Business can be commenced;
- 1.21. “**Moratorium period**” means the period after the publication of the business rescue plan during which the Business proposes to make no payments towards the historic debts;
- 1.22. “**PCF**” means Post Commencement Financing provided by a financier to the Company as envisaged in terms of section 135 of the Act;
- 1.23. “**Power of Attorney**” means the legal document that is received by a person to obtain the authority to act for another person in legal or financial matters, in the specified format provided by the BRP/S;

- 1.24. **“Preferent Creditors”** means creditors having preferent claims as envisaged in terms of the Insolvency Act;
- 1.25. **“Proceedings”** means business rescue proceedings as provided for in Chapter 6 of the Act;
- 1.26. **“Proof of Claim”** means the full and total claim of a Creditor against the Business, in the specified format provided by the BRP/S subject to the final approval by the BRP/S;
- 1.27. **“Related Parties”** means, as provided in Section 2 of the Act, all persons and/or companies and/or legal entities related either directly or indirectly to the Business as at the Commencement Date;
- 1.28. **“Secured Creditors”** means creditors having secured claims as envisaged in the Insolvency Act;
- 1.29. **“Statutory Obligations”** means, the legally mandated duties and responsibilities that directors must fulfill in their role as custodians of the company. These obligations are designed to promote good corporate governance, transparency, accountability, and the protection of the interests of the company, its shareholders, employees, and creditors. These obligations include, but are not limited to, any and all submissions to SARS, provident funds, bargaining councils and other statutory bodies;
- 1.30. **“Substantial Implementation”** means in terms of section 132(2)(c)(ii) of the Act, the notice that is to be filed by the BRP/S confirming that a Business Rescue Plan has been implemented;
- 1.31. **“The Final date”** means the date upon the last payment in respect of the adopted Business Rescue Plan at a meeting envisaged in terms of section 152 of the Act is made;
- 1.32. **“The Meeting”** means the meeting convened in terms of section 151 (1) of the Act;

2. EXECUTIVE SUMMARY

2.1. The Business, known as Sable Sand Trading 1014 (Hereinafter referred to as “Sable Sand” or “The Business”) is a business based in East London and the main source of income generated in the business is the sale of tomatoes to retailers. They provide normal table tomatoes as well as specialty tomatoes to a wide range of distributors with a national footprint.

2.1.1. The business also sells small batches of snacking cucumbers for local retailers and for a select few in the Western Cape.

2.1.2. The business was established in 2002 and is currently owned by the sole member – Theo Scheepers [100%].

2.1.3. It is important to note that Sable Sand is a closely related entity to Nottinghill Farm (which is also in Business Rescue). Nottinghill Farm is the actual producer of the tomatoes and Sable Sand is responsible for the packaging and sale to the respective retailers.

2.2. The Business became financially distressed and had no other option but to file for business rescue in terms of the Act¹ on 14 September 2023.

2.3. The Business then timeously notified all the affected persons known to the practitioner/s of the business rescue proceedings as per the Act.²

2.4. The BRP/S received their notice of appointment on 15 September 2023.

2.5. Based on the information received from the Business, the BRP/S concluded that the business is in fact financially distressed and that a reasonable prospect of a successful Business Rescue does exist.

2.6. The processes set out in this proposed business rescue plan will provide a substantially better outcome for all parties when compared to immediate and traditional liquidation. The connected entity (Nottinghill) will be selling off some of its material / immovable assets, in an effort to allow for an organic turnaround of this business.

¹ Section 129 of the Companies Act 71 of 2008.

² Section 129 (3)(a).

2.6.1. The business will maintain its commitments in terms of its vehicle asset finance agreements over their original terms. Concurrent creditors will be settled over a period of 6 months from the adoption of this business rescue plan and connected party loans will be subordinated to the benefit of the creditors and will only be repaid once the concurrent debt is settled.

2.7. The BRP/S convened and presided over a first meeting of creditors and staff on 5 October 2023.³

2.8. The affected persons will now have the opportunity to peruse the Proposed Business Rescue Plan before voting on it no later than 1 March 2024.

2.9. The details pertaining to this vote will be sent out in a Circular shortly.

2.10. Please use the time provided to address any questions, queries and suggested amendments to the Business Rescue Practitioner/s, via email, before the meeting to vote on this plan. This will allow the Business Rescue Practitioner/s the time needed to consider any suggestions.

2.11. Further please note that unfortunately no further proof of claims can be accepted by the Business Rescue Practitioner/s as ample time and opportunity was provided and these claims form the basis of determining the voting rights of the affected persons.

2.12. The Practitioner/s cannot accept liability for any late claims and/or post-business rescue debt and/or any other matters that arise after the vote on this plan.

2.13. It is important to note that the person representing the creditor during the meeting to vote needs to be the appointed public officer or the appointed proxy of the creditor.

2.13.1. If a creditor appoints a proxy, then the proxy needs to be in possession of a Power of Attorney document and mandated to ensure they can vote on the proposed business rescue plan and be in a position to apply their own minds during the meeting, considering discussions and amendments that might take place during the meeting.

³ Section 147 (1).

2.13.2. If you have not received a Power of Attorney document to complete, please contact the Business Rescue Practitioner/s.

2.14. Calculations and projections provided are based on information provided by the owners, management, accounting statements and the affected persons.

2.15. Due to the limitations in law, the practitioner/s did not have the time nor the funds or the *locus standi* to perform a full investigation, due diligence or confirmation audit on the information received nor to employ third parties to verify and scrutinise same.

2.16. The costs relating to the business rescue proceedings will be settled from the available proceeds in full prior to any distributions. These costs can be settled from any funds that become available during the rescue process at any time as and when these fees become due.

2.16.1. These costs include but are not limited to practitioner's fees and contingencies, short-term insurance, auctioneers and or brokers fees and expenses, accounting and other continued statutory obligations.

2.17. The practitioner/s will file for substantial implementation as soon as is practicable after the proposed business rescue plan has been adopted.

3. SALIENT FEATURES

The salient features of this Proposed Business Rescue Plan are set out as follows:

3.1. PART A – BACKGROUND OF THE COMPANY⁴

3.1.1. The Business, known as Sable Sand Trading 1014 (Hereinafter referred to as “Sable Sand” or “The Business”) is a business based in East London and the main source of income generated in the business is the sale of tomatoes to retailers. They provide normal table tomatoes as well as specialty tomatoes to a wide range of distributors with a national footprint.

3.1.2. The business also sells small batches of snacking cucumbers for local retailers and for a select few in the Western Cape.

3.1.3. The business was established in 2002 and is currently owned by the sole member – Theo Scheepers [100%].

3.1.4. It is important to note that Sable Sand is a closely related entity to Nottinghill Farm (which is also in Business Rescue). Nottinghill Farm is the actual producer of the tomatoes and Sable Sand is responsible for the packaging and sale to the respective retailers.

3.1.5. Per the Act⁵; the business rescue practitioners are not aware of any assets that belong to the business.

3.1.6. Per the Act⁶; The liability of the business is based on the proof of claims received from 3 creditors (totaling 4 claims) and totals about R 985 261.61. A list of creditors with their respective claims is attached as Annexure B.

3.1.6.1. These claims are then broken down into the following Classes:

Secured Claims	: 2 Claims	for about R308 591.32
Concurrent Claims	: 1 Claim	for about R13 022.50
Disputed-Concurrent Claims	: 1 Claim	For about R663 647.79

*** The “disputed claim” herein above is the connected party claim, the value of which still needs to be determined, but the voting interest will be limited to this amount.

⁴ Section 150 (2) of the Companies Act.

⁵ Section 150(2)(a)(i).

⁶ Section 150(2)(a)(ii).

3.1.6.2. It must be noted that the proof of claims submitted to the Business Rescue Practitioner/s does not automatically assure the Creditor that they will receive this amount as discrepancies might be found when comparing the amount in the books of the Business to the proof of claim received.

3.1.6.3. Please further note that this plan refers to the fact that no legal fees, interest, collection fees or any cost other than the capital amounts can be provided for on the historic debts due to creditors. Only the capital amounts due will be considered in the dividend calculation if such debt is not specifically provided for in this proposed Business Rescue Plan.

3.1.7. The Business Rescue Practitioner/s remain of the opinion that this proposed business rescue plan will provide for a much better return to all the affected parties than could materialise in an immediate and traditional liquidation.

3.1.8. Below is a complete list of the holders of the Company's issued securities.⁷

Name		Issued Securities
Theo Scheepers	:	100% (Sole member of CC)

3.1.9. Attached as Annexure E⁸ is a copy of the written fee agreement of the practitioner/s as approved by the business and the directors.

3.1.9.1. With the adoption of this proposed business rescue plan, it will be considered that creditors have approved this fee agreement.

3.1.10. No creditor has made any representations to the Business Rescue Practitioner/s and this business rescue plan includes no informal proposal made by a creditor.⁹

⁷ Section 150(2)(a)(iv).

⁸ Section 150(2)(a)(v).

⁹ Section 150(2)(a)(vi).

3.2. PART B – PROPOSAL BY THE PRACTITIONER/S¹⁰

3.2.1. This Proposed Business Rescue Plan does not make provision for a specific moratorium period¹¹ to be granted, payments will be made to the creditors of the business as soon as the funds are made available, and the business rescue costs settled, in terms of this proposed business rescue plan.

3.2.1.1. It is proposed that the creditors will be settled over a period of no longer than 6 months from the adoption of this business rescue plan – except the secured creditor being ABSA, who will be paid in an ongoing manner based on the original agreements for the vehicle asset finance.

3.2.2. Although the order and preference of payments is addressed later in this plan, it is important to note the following regarding the funds that will become available.

3.2.2.1. The funds will be used in accordance with the Companies Act:

3.2.2.2. The settling of the business rescue costs, which as referred to includes the practitioners' fees, contingencies, statutory obligations (including but not limited to SARS), third party costs and insurance incurred during the business rescue process. Irrespective of the secured creditors being settled or not.

3.2.3. The offer in terms of this plan and the payment that is to be made to all creditors shall be in full and final settlement of such debt and all creditors shall by adoption of the Proposed Business Rescue Plan accede to the discharge of the whole of the debt in terms of the Act,¹²

3.2.3.1. The offer in terms of this rescue plan, does however not consider any sort of compromise, and all creditors will be settled in full over a period not exceeding 6 months from the adoption of this plan.

¹⁰ Section 150 (2).

¹¹ Section 150(2)(b)(i).

¹² Section 154(1).

3.2.4. Dispute Resolution Mechanism:

- 3.2.4.1. Should any affected person dispute any of the provisions of this business rescue plan, such disputes may be raised at any time prior to the voting on the business rescue plan. These disputes, of whatsoever nature will be addressed after the adoption of the plan.
- 3.2.4.2. Should the dispute arise out of the adoption of the plan or as a result of any supposed voting irregularities, these disputes must be resolved.
- 3.2.4.3. Such disputes must however be raised within 5 working days from the adoption of the proposed business rescue plan and notice must be formally provided to the practitioners in this regard to prevent the plan from being implemented.
- 3.2.4.4. The implication of the abovementioned is that the creditors shall have no further right of recourse and shall not be entitled to enforce the debt, or any balance thereof owed by the business immediately before the beginning of the Business Rescue Process as the Business Rescue Plan does not provide for the institution of any further action. An extract from the Act is given below for ease of reference.

Section 154: Discharge of debts and claims

“A Business Rescue Plan may provide that, if it is implemented in accordance with its terms and conditions, a creditor who has acceded to the discharge of the whole or part of a debt owing to that creditor will lose the right to enforce the relevant debt or part of it.

If a Business Rescue Plan has been approved and implemented in accordance with this Chapter, a creditor is not entitled to enforce any debt owed by the Company immediately before the beginning of the Business Rescue Process, except to the extent provided for in the Business Rescue Plan.”

3.2.5. The order of payment of claims and costs for this business rescue will follow the parameters as set out in Section 134 and 135 of the Act¹³ and is summarised as follows:

3.2.6. First - The fees and expenses still due to the practitioners in terms of Section 143 of the Act¹⁴ will be paid in terms of Section 135 of the Act.¹⁵ These expenses will include all costs to facilitate the business rescue process including but not limited to the accounting costs, broker fees, short-term insurance, banking fees and statutory obligations as defined in the definitions to this rescue plan.

3.2.7. The practitioners' fees are per the annexed agreement.

3.2.8. Second - All creditors, including but not limited to staff, sub-contractors and or suppliers who have assisted the business with the completion of the ongoing trading of the business will be settled next from proceeds if available, for any of the work done or goods supplied to complete this work completed post business rescue commencement.

3.2.9. Third – any party that provided post-commencement finance will be repaid their respective loans, but no interest or fees will be paid.

3.2.9.1. No post-commencement finance due at the time of publication.

3.2.10. Fourth – Secured Creditors: the only secured creditor is ABSA Bank.

3.2.10.1. ABSA Bank has provided vehicle asset financing under acc Numbers 93226211 and 95531240 (the facilities were at the time of **commencement of Business Rescue**, due in the amount of R308 591.32).

3.2.10.1.1. These vehicle asset finance agreements have been maintained during the business rescue process with regular payments being made per the original agreements.

3.2.10.1.2. The proposal in terms of this business rescue plan is that these

¹³ Section 150(2)(b)(v).

¹⁴ Section 143.

¹⁵ Section 135 (3

agreements continue to be maintained over the course of the original agreement and in term of the original fees, interest and costs. Thus, regular monthly payments will continue in terms of the original agreements over the original terms, including time periods.

3.2.11. Fifth – SARS will receive any of the post-business rescue funds that are due to them in terms of the ordinary course of business before any concurrent creditors, but after business rescue fees and costs.

3.2.11.1. All pre-rescue debt due to SARS is considered concurrent debt and paid in proportion with the rest of the concurrent creditors.

3.2.11.1.1. Currently no pre-rescue debt appears to be due as no claim has been submitted by SARS.

3.2.12. Sixth – The Concurrent Creditors will be repaid their full indebtedness over a period not exceeding 6 months from the adoption of this business rescue plan.

3.2.13. The main benefits of adopting this business rescue plan are:¹⁶

3.2.13.1. There is no risk of a cost contribution in business rescue and creditors cannot be held liable to fund any part of the business rescue process should they lodge their claims.

3.2.13.2. The business rescue process will allow for disbursement to creditors much faster than would be possible in a traditional liquidation because.

3.2.13.3. The process is not subject to the cumbersome supervision of the Master of the High Court and provisions of the Companies Act and Insolvency Act relating to meetings of creditors, submissions and approvals of accounts and advertising thereof.

3.2.13.4. This proposed business rescue plan removes the attorney's fees associated with a liquidation and removes the costs of a liquidator and the Masters Fees.

¹⁶ Section 150(2)(b)(vi).

3.3. PART C – ASSUMPTIONS AND CONDITIONS USED¹⁷

3.3.1. This Business Rescue Plan is based on the following assumptions. ¹⁸

3.3.1.1. Firstly, based on the assumption that all the creditors have submitted their claims or are satisfied that the amounts contained in Annexure B are correct.

1.1.1.1.1. The Business Rescue Practitioner/s have contacted all the affected persons, known to them, that might have a claim against the Business via email and/or telephone.

1.1.1.1.2. The Business Rescue Practitioner/s have provided the creditors with ample time and opportunity to supply their proof of claims.

1.1.1.2. This Proposed Business Rescue Plan is based on the assumption that no liquidation proceedings have commenced against the business prior to the filing for Business Rescue.

1.1.1.3. It is further assumed that the business is in fact a legally registered business and is registered with the Commission as “in business” or alternatively “in business rescue”.

1.1.1.4. While the Business Rescue Practitioner/s have taken every effort to secure the most reliable and accurate information, this plan is based on the information received from the relevant parties and although the Business Rescue Practitioner/s have endeavored to confirm its accuracy, the funds and time allotted to them during Business Rescue Proceedings in addition to the limitations in law did not allow for a full due diligence or confirmation audit to be performed.

¹⁷ Section 150 (2).

¹⁸ Section 150(2)(c)(i).

1.1.1.4.1. This proposed business rescue plan is thus prepared based on the assumption that the information provided is accurate. The Business Rescue Practitioner/s and their associates make no representation as to its accuracy and cannot be held liable for any eventualities arising from the use of the information provided.

1.1.1.5. Irrespective of these assumptions, this proposed business rescue plan will be binding on all creditors should a successful vote on the plan be achieved in terms of the Companies Act.¹⁹

3.3.1.2. This Business Rescue Plan is based on the following conditions that need to be satisfied for it to be fully operational.²⁰

3.3.1.2.1. The First condition is that a successful vote in favour of the Proposed Business Rescue Plan needs to take place in terms of the Act²¹ for the plan to come into operation.

3.3.1.2.2. The second Condition is that no contracts, agreements or commitments have been entered into during the business rescue proceedings without the Business Rescue Practitioner's express consent and signature to any documentation during the business rescue proceedings.

3.3.1.2.2.1. This has the result that any such agreements are void and cannot be entertained or honoured by the business in terms of The Companies Act.²²

3.3.1.2.3. The third condition is that a full freeze on all directors' loan accounts with the Business is put into place. Repayments of the members debit loan accounts (monies owed by the members to the business) will be actively pursued by the practitioner/s for the benefit of the creditors.

3.3.1.2.3.1. All credit loan accounts will be frozen, and no director/shareholder will receive any repayment on these loans until such time as all creditors

¹⁹ Section 152 and Eravin Construction Matter.

²⁰ Section 150(2)(c)(i).

²¹ Section 151 and 152.

²² Section 137(4).

have been paid in terms of this proposed business rescue plan.

3.3.1.2.4. The fourth condition relates to SARS obligations by the business - The business will continue to honor its obligations to SARS with regards to the statutory submissions and obligations that have to be maintained going forward.

3.3.1.2.5. The fifth condition is that after the date of adoption of this Plan, the rights of all creditors against the Company shall be confined to the right to claim payment in terms of this plan.

3.3.1.2.6. The sixth condition is that any compromise contemplated in this business rescue plan is conditional upon the company fully meeting its obligations to creditors as set out in this business rescue plan. In the event of any breach by the company of its obligations to creditors in terms of the business rescue plan, the practitioners reserve the right to provide the creditors with a new or amended business rescue plan for consideration.

3.3.1.2.7. The seventh condition is that no directors, shareholders, or surety will be permitted to claim against the business for any claims against them as a result of any compromise reached in this proposed business rescue plan.

3.3.1.3. These conditions will allow the BRP/S sufficient leverage while they implement the proposed business rescue plan to ensure a successful transition from the current operations to that of the proposed operations as proposed in this plan.

3.3.2. Once the following has been completed the plan will be considered as having been fully implemented:²³

3.3.2.1. A successful vote on this proposed plan has been achieved and that disbursement to creditors is limited to the extent as allowed for in this proposed business rescue plan and no creditor will be permitted to pursue any remaining debt due by the business or sureties, other than as provided for in this business rescue plan.

²³ Section 150(2)(c)(i).

3.3.2.2. The completion of the distribution calculations.

3.3.2.3. Instructions handed to the management with regards to the final implementation of the plan.

3.3.3. The BRP/S will, at this point and at their sole discretion, file a Notice of Substantial Implementation of the Business Rescue Plan in accordance with the Act.²⁴

3.3.4. It is proposed that the Company will continue trading in its current format in a smaller capacity after the implementation of this BR Plan²⁵ and therefore the projected income statement is attached as Annexure G.

²⁴ Section 132(2)(c)(ii).

²⁵ Section 150(2)(c)(iii).

4. MEETING TO DETERMINE THE FUTURE OF THE COMPANY²⁶

4.1. This Proposed Business Rescue Plan is published to the affected persons on 16 February 2024 and a meeting to vote has been scheduled to take place on 1 March 2024, a circular will follow with details of the meeting to vote.

4.2. Should you not be in a position to attend the meeting you may appoint a proxy to vote on your behalf and the practitioner/s will accept such nominations.

5. CONSIDERATION OF THE BUSINESS RESCUE PLAN²⁷

5.1. Two votes will take place during this meeting as per the Act;²⁸

5.2. The first vote will be to determine if the affected persons wish to adjourn the meeting and have the Business Rescue Practitioner/s make amendments to the Proposed Business Rescue Plan.

5.3. The second vote will be to determine if the Proposed Business Rescue Plan will be approved and implemented subject to the rest of the conditions set out in the Act.²⁹

5.4. This plan does not make provision to alter the rights of any class of holders of securities, thus a third vote by the holders of securities is not required.

6. QUALIFICATION OF BUSINESS RESCUE

6.1. Business Rescue is a process introduced by Chapter 6 of the Companies Act of 2008 and the aim of it is clearly stated in the Act.³⁰

6.2. The first part of the definition of Business Rescue states that it is a process designed at rehabilitating financially distressed Businesses.

²⁶ Section 151.

²⁷ Section 152.

²⁸ Section 152 (1).

²⁹ Section 152.

³⁰ Section 128 (1)(b).

6.3. The second part of the definition is that if a turnaround of the Business is not possible that the Business Rescue Process must provide a better return to creditors and shareholders than what would be realised through the immediate and traditional liquidation of the Business.

6.3.1. This is further confirmed in the matter of *Carroll v Michael Carroll CC* (2018/22808) [2019] ZAGPPHC 74 (15 March 2019)) Re: Section 141(2) does not apply if a better return is received by creditors compared to the dividend to be received by creditors upon immediate liquidation.

6.4. This is done via the temporary supervision of the Business by a Business Rescue Practitioner or practitioners, where these practitioners must determine the exact financial position of the Business and prepare a Business Rescue Plan which the creditors will vote on.

6.5. In order for a Business to qualify for Business Rescue some conditions must exist as per the Act.³¹

6.6. The first condition is that the Business must be financially distressed as defined in the Act.³²

6.7. The second condition is that the Business Rescue Practitioners must believe that a reasonable prospect of a rescue exists as defined in the Act.³³

6.8. Based on the initial investigation of the Business by the Business Rescue Practitioners, from the information provided to them, it was determined that the Business qualifies for both conditions as required by the Act.

6.9. The Business was indeed financially distressed as it could not pay all its expenses as and when they became due.

6.10. The Practitioners were at the time of the first creditors' meeting of the view, based on the information provided to them at that time, that a reasonable prospect of a successful rehabilitation of the business did exist.

³¹ Section 129 (1).

³² Section 129 (1)(a).

³³ Section 129 (1)(b).

7. OVERVIEW OF THE BUSINESS RESCUE PROCESS

7.1. The Business commenced Business Rescue Proceedings in terms of the Act³⁴ by virtue of passing a resolution stating that it is in financial distress and therefore needed to file for Business Rescue.

7.2. The process of business rescue as contained in Chapter 6 of the Companies Act was duly followed with the following milestones achieved:

Action	Date
Business Rescue Resolution passed	14 September 2023
Resolution adopted by CIPC	15 September 2023
Business Rescue Practitioners Appointed	15 September 2023
Business Rescue notice submitted to affected persons	11 September 2023
First meeting of Creditors and Staff	5 October 2023
Business Rescue Plan published	16 February 2024
Vote on the proposed business rescue plan	1 March 2024

³⁴ Section 129.

8. INVESTIGATION OF THE AFFAIRS OF THE COMPANY

8.1. The business rescue practitioner/s did investigate the affairs of the business as per the Act.³⁵

8.2. Subsequent to this investigation the business rescue practitioner/s concluded that:

8.2.1. The practitioner/s still believe there to be a reasonable prospect to provide a better return to the affected persons than in a liquidation.

8.2.2. The company remains in financial distress and the business rescue process must continue.

8.2.3. Due to the limitations of the law, the practitioner/s did not have the investigative powers, time or funds to investigate all potential aspects of non-compliance, however, the practitioners are duty-bound to state the following:

8.2.3.1. In terms of Section 141 of the Companies Act, the practitioners are obliged to investigate, correct and/or report any matters presented to them, or discovered by them.

8.2.3.2. In terms of Section 150 (2) The practitioners must further include all the information reasonably required, in the proposed business rescue plan, for the creditors to apply their minds as to either vote for or against the proposed business rescue plan.

8.3. This proposed Business Rescue Plan is published to the creditors of the Company without prejudice by the Business Rescue Practitioner/s and their associates.

³⁵ Section 141.

9. VOTING ON THE PLAN

9.1. The first vote

9.1.1. This vote will be to determine whether the creditors wish for the Business Rescue Practitioner/s to end the meeting, amend this Business Rescue Plan and then present an amended plan at a follow-up meeting.

9.1.2. The Business Rescue Practitioner/s request that these amendments are received before the meeting so as to include these in the discussions of the voting meeting with the creditors.

9.2. The second vote

9.2.1. This vote will be to determine whether the creditors accept or reject the Proposed Business Rescue Plan.

10. ANNEXURES TO THE BUSINESS RESCUE PLAN

10.1. The following annexures are attached to this Proposed Business Rescue Plan:

Annexure A:	Outcome of 1st Creditors Meetings
Annexure B:	List of Creditors of the Business
Annexure C:	Company Registration Documents
Annexure D:	Certificate of the Business Rescue Practitioners
Annexure E:	Written Fee Agreement (Proposal)
Annexure F:	Disclaimer
Annexure G:	Projected Income Statement

We thank you for your time offered to determine the future of this Business Rescue process for **Sable Sand Trading 1014 CC.**

SABLE SAND TRADING 1014 CC

Registration nr: 2002 / 096118 / 23

Annexure A : Outcome of 1st Creditors Meeting

6 October 2023

CIRCULAR 03

THIS DOCUMENT IS A CIRCULAR TO THE AFFECTED PERSONS RELATING TO THE BUSINESS RESCUE PROCESS OF **SABLE SAND 1014 CC** IN TERMS OF THE COMPANIES ACT, 71 OF 2008 AS AMENDED (THE ACT).

OUTCOME OF THE 1ST MEETING OF CREDITORS

The business rescue practitioners¹ wish to advise all the affected parties the outcome of the 1st meeting of creditors of **Sable Sand 1014 CC** (Herein after referred to as "Sable Sand" or "The Business") - held on 5 October 2023.

Mr Durandt gave a brief introduction of the Business Rescue team and welcomed all of the affected persons to the meeting.

CONDITIONS FOR BUSINESS RESCUE

The practitioner explained the process of filing for business rescue and why a business would consider business rescue and the conditions of filing for business rescue.

1. The first question - Is the Company Financially distressed?

YES

- 1.1. Based on information at hand, yes, the business cannot pay its debts as and when they become due and payable, therefore it is clear that the business is in financial distress in terms of the Act² and has filed for Business Rescue in terms of the Act³.
- 1.2. Had the directors decided not to file for business rescue, they would be compelled in terms of the Act⁴ to deliver a formal written notice to every affected person detailing:
 - 1.2.1. That the business is in financial distress.
 - 1.2.2. The reasons for the financial distress.
 - 1.2.3. The reasons for the company's decision to not file for business rescue.

¹ Pat Pattinson, Senior Business Rescue Practitioner and Jaco Durandt, Junior Business Rescue Practitioner.

² Section 128(1)(f) of the Companies Act 71 of 2008.

³ Section 129 of the Companies Act.

⁴ Section 129(7) of the Act.

2. Second Question - Does a reasonable prospect of a rescue exist? YES

2.1. Based on the information provided to the practitioners to date.

2.1.1. At minimum a better outcome than traditional liquidation will be sought.

2.2. The practitioners believe there to be a reasonable prospect of success as will be discussed later in the meeting.

2.2.1. Further, should a rehabilitation of the business not be possible, the practitioners will be required to at the very least seek a better outcome for the affected persons than that which they would receive in an immediate and traditional liquidation. As provided for in terms of the Act⁵ and the judgment of *Carroll v Michael Carroll*.⁶

ABOUT THE BUSINESS:



Pat Pattinson & Jaco Durandt

BR500

About the Business

Mr Theo Scheepers started the Close Corp in 2002.

Member	%
Theo Scheepers	100

- Based in East London, Sable Sand operates as a pack house
 - Primarily packing for Nottingham Farm (Connected Entity)
 - Major Clients with national footprint
 - Small batches for some other farms



⁵ Section 128(1)(b)(ii) of the Act.

⁶ *Carroll v Michael Carroll CC In Re: In the application for the Liquidation of: Michael Carroll CC (under supervision)* (2018/22808) [2019] ZAGPPHC 74.

REASONS FOR THE FINANCIAL DISTRESS:

1. The cause for the business' financial distress due to the fact that the interconnected entity (Nottingham Farm) – for which Sable Sand does packing of product – has been experiencing financial distress and there has also commenced with business rescue.
2. The cause of Nottingham Farm's financial distress was discussed during the Nottingham Farm meeting, the outcome of which is also available on the website of the practitioner. The main cause there is however primarily due to the moth plague that has been experienced and which has systematically gotten worse since 2021.
3. With the nature of Sable Sand's primary source of income – being the packing of Nottingham Farm's product – and the fact that Nottingham has been experiencing some difficulties; it seems natural that there would be a knock-on effect that has caused the troubles that Sable Sand has been experiencing.

IMPORTANT DATES:

Board Resolution Submitted	: 14 September 2023 (133 Protection date)
CIPC returned	: 15 September 2023
Practitioner Appointment Submitted	: 15 September 2023
CIPC returned	: 15 September 2023
1 st Meeting of Creditors	: 05 October 2023

FORMING A COMMITTEE

1. The Business Rescue Practitioners advised the attendees that they can form a committee of creditors in terms of the Act.⁷

1.1. The attendees voted against this proposal.

1.1.1. The business rescue practitioners will thus interact with all the creditors of the business directly.

REQUEST FOR AN EXTENSION

1. The plan is currently due to be published on the 19th of October 2023.
2. Based on the discussions had in this meeting, the practitioners confirmed that they will be seeking an extension of the time to publish the business rescue plan until at the latest, the 31st of October 2023.

⁷ Section 147.

3. The reasons for requesting an extension are as follows:

- 3.1. The practitioners require some time to arrange the Nottingham Farm business rescue plan, as these two plans will be largely dependent on one another.
- 3.2. As discussed during the meeting, the larger of the two farm properties will be sold (the farm on which the packhouse is situated will be retained). The income generated from the sale will be used for payment of creditors in terms of the plans to be proposed – the exact breakdowns will be given once the practitioners have had more time to evaluate the exact financial position of the respective entities.

4. The proposed extensions was voted on during the meeting and the creditors unanimously accepted the proposed publication date for the proposed business rescue plan. Thus, the plan will be published by no later than the 31st of October 2023.

PROOF OF CLAIMS

1. The practitioner confirmed that Jaco Durandt has sent out the proof of claim forms and these proof of claim forms must be completed and returned to Jaco Durandt on the prescribed document. Same is also available – along with all other documentation relating to the business rescue – on the website of the practitioner at <https://pattinson.biz/> under the “Business Rescue” tab at the top right of the page.

CLAIMS HAVE BEEN RECEIVED FROM THE FOLLOWING CREDITORS:

1. Should your name not be on the list below, this means that a claim has not been received by the practitioners and you should please submit one soonest, on the prescribed form as mentioned above.

- ABSA Bank – various accounts including Asset Finance
 - Provectus Labour Consulting
- Intermark – (Another connected entity)

Kind Regards

Quinton Pattinson
patp@businessrescue360.co.za
082 749 6462

Jaco Durandt
jacod@businessrescue360.co.za
076 773 4595

SABLE SAND TRADING 1014 CC

Registration nr: 2002 / 096118 / 23

Annexure B : List of Creditors of the Business

It must be noted that the proof of claims submitted to the Business Rescue Practitioner does not automatically assure the Creditor that they will receive this amount as discrepancies might be found when comparing the amount in the books of the Business to the proof of claim received.

Due to the limitations in law, the practitioner did not have the time nor the funds or the locus standi to perform a full investigation, due diligence or confirmation audit on the information received nor to employ third parties to verify and scrutinize same.

Those creditors whose claims are marked as disputed do not need to take any action at this point in time as the practitioner will make contact to address any concerns he may have.

Please further note that this plan refers to the fact that no legal fees, interest, collection fees or any cost other than the capital amounts can be provided for on the historic debts due to creditors. Only the capital amounts due will be considered in the dividend calculation if such debt is not specifically provided for in this proposed Business Rescue Plan.

Sable Sand			FINANCE SHEET					
Nr	Creditor	Acronym	Capital Amount	Interest & Admin Fees	Legal Fees	Amount Due	% Voting Interest	Total Business Rescue Amount
1	ABSA Guarantee Facility Account - Acc Number 69-0062-1704		R 20 000,00			R 20 000,00	0,12%	R 20 000,00
2	ABSA Surety on Nottinghill		R 15 281 049,92			R 15 281 049,92	93,83%	R 15 281 049,92
3	ABSA Asset Finance - Acc Number 93226211	SC	R 155 954,02			R 155 954,02	0,96%	R 155 954,02
4	ABSA Asset Finance - Acc Number 95531240	SC	R 152 637,30			R 152 637,30	0,94%	R 152 637,30
5	Provectus Labour Consulting	CC	R 13 022,50			R 13 022,50	0,08%	R 13 022,50
6	Intermark (CONNECTED ENTITY)	D-CC	R 663 647,79			R 663 647,79	4,07%	R 663 647,79
7						R -	0,00%	-
TOTAL		4	R 16 286 311,53	R -	R -	R 16 286 311,53	100,00%	R 16 286 311,53

SUMMARY BY CREDITOR ACRONYM		Count	Capital Amount	Interest & Admin Fees	Legal Fees	Amount Due	%
SC	Secured Creditors	2	R 308 591,32	R -	R -	R 308 591,32	31,32%
CC	Concurrent Creditors	1	R 13 022,50	R -	R -	R 13 022,50	1,32%
PC	Post Commencement Finance	-	R -	R -	R -	R -	0,00%
D-SC	Disputed Secured Creditors	-	R -	R -	R -	R -	0,00%
D-CC	Disputed Concurrent Creditors	1	R 663 647,79	R -	R -	R 663 647,79	67,36%
D-PC	Disputed Post Commencement Finance	-	R -	R -	R -	R -	0,00%
TOTAL		3	R 985 261,61	R -	R -	R 985 261,61	100,00%

SABLE SAND TRADING 1014 CC

Registration nr: 2002 / 096118 / 23

Annexure C : Company Registration Documents

COMPANIES AND INTELLECTUAL PROPERTY COMMISSION REPUBLIC OF SOUTH AFRICA

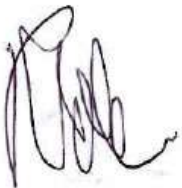
Date: **15/09/2023**
Customer name: **JACO DURANDT**
Customer code: **JA2976**
E-mail address: **JACO@PE-PARALEGAL.CO.ZA**
Rereference Number: **60000765306**

The Commission has received a form CoR123.1 Notice to Commence Business Rescue Proceedings in terms of section 129 or court order commencing business rescue proceedings in terms of section 131 of the Companies Act, 71 of 2008, dated 14/09/2023 for:

Company / Close Corporation Name: **SABLE SAND TRADING 1014 CC**
Registration Number: **2002/096118/23**
Company / Close Corporation Status: **BUSINESS RESCUE**

The application was duly registered on 15/09/2023 and the effective date of commencement of business rescue proceedings is recorded as 14/09/2023.

Yours sincerely,



Commissioner: CIPC

The Companies and Intellectual Property Commission of South Africa
P.O Box 429, Pretoria, 0001, Republic of South Africa
Docex 256, Pretoria
Contact centre 086 100 2472
www.cipc.co.za



2002/096118/23



60000765306



Certificate of Confirmation

Registration Number: 2002/096118/23
Enterprise Name: SABLE SAND TRADING 1014

ENTERPRISE INFORMATION

Registration number: 2002/096118/23
Enterprise Name: SABLE SAND TRADING 1014 CC
Registration Date: 13/11/2002
Business Start: 13/11/2002
Enterprise Type: CLOSE CORPORATION
Enterprise Status: BUSINESS RESCUE
Financial Year End: FEBRUARY
Main business/Main object: TRADING IN VARIOUS COMMODITIES
Tax number: 9775600142
Addresses:

	Postal Address	Address Of Registered Office
	P O BOX 13017	77 FRERE ROAD
	VINCENT	VINCENT
		EAST LONDON
	3363	3363
	5217	5247

Company Records Location:

The Companies and Intellectual Property Commission of South Africa

P.O Box 429, Pretoria, 0001, Republic of South Africa

Docex 256, Pretoria

Contact centre 086 100 2472

www.cipc.co.za



2002/096118/23



60000765306



Certificate of Confirmation

Registration Number: 2002/096118/23
Enterprise Name: SABLE SAND TRADING 1014

Registration Number: 2002/096118/23
Enterprise Name: SABLE SAND TRADING 1014 CC

AUDITORS

Name

Postal Address

ACTIVE MEMBERS / DIRECTORS

Full Name	Director Type	ID Number	Appoint. Date	Cellphone Number	Address
SCHEEPERS THEODORUS ERNST	MEMBER	5602075088086	19/02/2003	0836517385	Postal:12 LYNTON ROAD, SUNNYRIDGE,EAST LONDON,3363,5201 Residential Address: 12 LYNTON ROAD, SUNNYRIDGE,EAST LONDON,3363,5201



2002/096118/23



60000765306

SABLE SAND TRADING 1014 CC

Registration nr: 2002 / 096118 / 23

Annexure D : Certificate of the Business Rescue Practitioners

16 February 2024

BUSINESS RESCUE CERTIFICATE
In terms of Chapter 6 of the Companies Act, No 71 of 2008
for
Sable Sand Trading 1014 CC
With Reg nr: 2002 / 096118 / 23

Herewith we, the undersigned appointed Business Rescue Practitioners for the abovementioned company, certify the following with regards to the proposed Business Rescue Plan as published to the affected persons on 16 February 2024:

1. Any and all actual information provided in the plan appears to be accurate, complete, and up to date.
2. The financial statement projections are estimates made in good faith on the basis of factual information and assumptions provided by the directors, staff or external service providers of the company, and as set out in the statements.
3. Due to the limitations in law, the practitioners did however not have the time nor the funds to perform a full due diligence, confirmation audit on the information received, nor employ third parties to verify and update any outstanding annual financial statements and accompanying tax returns.

Pat Pattinson
Snr Business Rescue Practitioner
patp@businessrescue360.co.za



Jaco Durandt
Jnr Business Rescue Practitioner
jacod@businessrescue360.co.za



SABLE SAND TRADING 1014 CC

Registration nr: 2002 / 096118 / 23

Annexure E : Written Fee Agreement

PROPOSAL MADE BY:

Business Rescue 360 (PTY) LTD t/a BR360

2021 / 534306 / 07

*(duly represented by Quinton Pattinson and Jaco Durandt)
(hereinafter referred to as the "Consultancy")*

TO

Business Trading Name : Sable Sand
Business Registered Name : Sable Sand 1014 CC
Business Registration No : 2002 / 096118 / 23
Contact : Theodorus Ernst Scheepers

*(duly represented by Theodorus Ernst Scheepers)
(hereinafter, referred to as "the Client")*

WHEREAS The Client wishes to enter into a professional working agreement with **BR360**, and

WHEREAS **BR360** accepts this request based on the terms as set out in this proposal, and

The parties hereby agree as follows:



PROJECT SCOPE AND FEES

Herewith the proposal of the terms and objectives of our engagement and the nature and limitations of the services that BR360 will provide.

BR360 proposes to perform the following services as requested by the client and report to the client the outcomes resulting from our work. The client upon signature hereof will have agreed to accept the terms as set out for this project by BR360.

PROJECT PURPOSE

To submit the business to voluntary business rescue proceedings in order to facilitate the rehabilitation of the business by providing for the temporary supervision of the business and the development and implementation of a business rescue plan to restructure the affairs and liabilities of the business in a manner that maximises the likelihood of the company continuing in existence on a solvent basis or alternatively provide for a better return to the affected parties than would result from the immediate and traditional liquidation of the business.

PROJECT DESIRED OUTCOME

The desired outcome is the successful implementation of a business rescue process, achieving the goals as set out in the definition of business rescue contained in section 128(1)(b)(i) to (iii) of the Companies Act (the Act).

Where "Business Rescue" means the proceedings as set out in Chapter 6 of (the Act) to facilitate the rehabilitation of the company that is financially distressed.

PROJECT COSTING

BR360 proposes the following fee structure for the completion of the abovementioned project.

The terms of which are as follows:

The Lead Business Rescue Practitioner has agreed to be paid a retainer of R 20 000 (Plus VAT) per month for the duration of the business rescue process.

The Secondary Business Rescue Practitioner has agreed to be paid a retainer of R 10 000 (Plus VAT) per month for the duration of the business rescue process.

Contingencies:

In terms of the Companies Act Section 143(2), the consultancy will be entitled to contingencies, the consultancy hereby proposes the following:

1. Although the business and the consultancy may reach an agreement in relation to terms for payments and fee structures, it is a requirement in terms of the Companies Act, that the agreed to fees must be approved by creditors at a meeting called for that purpose.

2. The Business Rescue Practitioners will each be entitled to receive a success fee on the adoption of the proposed business rescue plan equivalent to 25 hours' worth of business rescue practitioner fees at normal rates (Plus VAT if applicable).
3. The Business Rescue Practitioners will be entitled to receive a 10% dividend on all immovable assets sold as part of the Business Rescue of the Company.
4. The Business Rescue Practitioners will be entitled to receive a 10% dividend on all movable assets sold as part of the Business Rescue of the Company.
5. Should the business be sold as a going concern and or the shares or members interest or part thereof be disposed of the Business Rescue Practitioners shall be entitled to a commission of 10%.
6. The Business Rescue Practitioners shall be entitled to a success fee of 10% of any post commencement finance that is raised for the business during the business rescue process or thereafter.
7. The Business Rescue Practitioners will each be entitled to receive a success fee as soon as they file for substantial implementation of the business rescue process equivalent to 25 hours' worth of business rescue practitioner fees at normal rates (Plus VAT if applicable).

LIQUIDATION DEPOSIT

The consultancy requires a liquidation deposit to be paid into the trust account of an attorney nominated by the business rescue practitioner. This deposit is required to cover the costs should the company have to enter liquidation proceedings for whatever reason. Confirmation of such liquidation deposit is required before commencement of the business rescue proceedings.

AGREEMENT OF TERMS

1. This fee agreement must be read with the terms and conditions as set out in the letter of engagement, memorandum of agreement and any other agreement that may be concluded between the client and the consultancy.
2. All third party and sub-contractor's fees are for the account of the client.
3. Penalty interest equal to the maximum Mora Interest allowed as per the Prescribed Rate of Interest Act (Act No. 55 of 1975) will be levied on all outstanding invoices.
4. The client shall within five (5) working days of receipt of invoices raise any queries it may have in respect of such invoices, whereafter the amounts reflected will be accepted as correct and the client will be barred from raising any further queries.
5. All attorney's debt collectors' costs will also be recovered from the client on the attorney-and-client scale or on the official tariffs applicable to registered debt collectors. This is inclusive of the collection commission costs of the debt collector at a rate of no more than 15% on the full amount outstanding.
6. The client will place all the equipment, not yet secured with any other party of the business, as security and all invoices raised will be considered as secured on this basis.

7. The solvency or insolvency of the client shall have no effect upon the terms of payment of these fees. Reliance will be placed on the security over the assets as per point 5 above and should it not be possible to attach any such items, a deposit will be required to commence work and to secure fees at the onset of the project.

8. The client will be responsible for the payment of the costs relating to the professional indemnity cover for the appointed business rescue practitioner/s. It is a requirement in law that practitioners obtain professional indemnity cover for each individual rescue appointment.

a. It is a requirement of our Professional Indemnity Insurance that we limit our liability in regard to professional engagement services provided, to a maximum of two times fees billed for a specific project or matter. The client and BR360, therefore agree and accept that BR360's liability in respect of professional engagements, shall be limited in this way.

9. The submission and payment of any statutory obligations remains the responsibility of the directors/shareholders of the company.

Signature

Name

Date

Signed at

By signing this document, the client confirms that this letter and the contents herein have been brought to their attention, and that the signatories have been duly authorized by the relevant parties to sign this letter on their behalf and the signature confirm the accuracy of the information provided and that BR360 may use this information for invoicing, referencing and marketing purposes.

SABLE SAND TRADING 1014 CC

Registration nr: 2002 / 096118 / 23

Annexure G : Disclaimer

DISCLAIMER

All the affected parties' attention is specifically drawn to the disclaimer provisions set out hereunder:

1. The business rescue practitioners have compiled this proposed business rescue plan¹ based on the information provided to them by, *inter alia* the directors, creditors and third parties which information the business rescue practitioners will endeavour to confirm its accuracy.
2. The BRPs have relied on the information provided and accepted all documents delivered to them as being authentic and a true reflection of the business, its property and its financial situation.
3. However, as a result of the limitations in law and availability of funds and time, the practitioners have not carried out a full confirmation audit of the company's documents as provided, nor have the practitioners had adequate time and/or opportunity to independently verify all the information provided.
 - a. This does not deter from the fact that the practitioners present the information as contained in the proposed business rescue plan as 'reasonable' and 'fair'. Where estimates are made,² these are estimates only, but are made in good faith³ and the practitioners acknowledge that the affected persons must be able to adequately apply their minds when considering the proposed rescue plan and to determine whether or not to vote in favour of the adoption of such plan.⁴
 - b. The business rescue practitioners have taken all reasonable and necessary steps to verify information and data provided to them within the time constraints and resources available to them and the company as provided for in the Act.⁵

¹ Section 150 of the Companies Act 71 of 2008.

² Where forecasts - specifically financial forecasts - are made, they are based on the data made available to the BRPs and in good faith.

³ Section 150 (4) (b) of the Act.

⁴ Section 150 (2) of the Companies Act 71 of 2008.

⁵ Chapter 6 of the Companies Act.

- c. Business rescue is inherently a public affair and the BRPs have a duty to disclose to any affected persons sufficient and accurate information for such affected person and/or creditor to make an informed decision as to the affairs of the company and to vote on the plan. This implies that certain trade secrets, client data and other information will inevitably be made available to affected persons.⁶
4. The BRPs have, where relevant, engaged expert third party professionals such as legal advisors, accountants, valuers and financial advisors and have relied on such professional opinions in compiling this proposed business rescue plan.
5. The BRPs do not express an opinion outside of their expertise and where relevant, such opinions are informed by advice received from the relevant professional.
 - a. Any such statement of opinions expressed by the BRPs are so given in good faith and based on the information the BRPs believe to be true and correct.
6. The BRPs do not accept any responsibility, in any way whatsoever, to any party in respect of any errors that may be the result of incorrect information that was provided to them and used in this proposed business rescue plan.
7. All affected parties are advised to obtain independent legal opinion in respect of the content of this plan. Should they require such opinions, the BRPs cannot advise an affected person, as such action may be deemed to be prejudicial.
 - a. Nothing contained in this proposed business rescue plan shall be deemed to constitute legal 'advice'. Although reference is made to the Companies Act and various other forms of legislation, the BRPs hereby confirm that they are not attorneys and the opinions given and statements made are simply their understanding of the law and such statements/opinions are given without prejudice.

⁶ The Protection of Personal Information (POPI) Act, as an essential data protection legislation, acknowledges the need for businesses to safeguard personal information and trade secrets. In compliance with the Act's requirements, balanced with the Companies Act requirements, certain elements of personal information or proprietary knowledge may be included within the business rescue plan to ensure its validity and efficacy.

8. The Act⁷ compels the BRPs to investigate the affairs of the company, however the BRPs do not have powers like that of a liquidator to subpoena witnesses and interrogate them. The investigations into the affairs of the company are based on the information provided and the documents made available to the BRPs, by those willing to provide such information.
9. All notifications made to affected parties and particularly the creditors, are based on the information provided to the BRPs by the directors and as extracted from the accounting records made available to the BRPs. The BRPs have taken all reasonable and necessary steps to determine who are affected persons and given such persons due notice.
10. The BRPs have contacted all the affected persons, known to them, that might have a claim against the business via email and/or telephone.
11. This proposed business rescue plan will be binding on all creditors should a successful vote on the plan be achieved in terms of the Act.⁸

⁷ Section 141 of the Companies Act 71 of 2008.

⁸ Section 152 of the Companies Act 71 of 2008.

SABLE SAND TRADING 1014 CC

Registration nr: 2002 / 096118 / 23

Annexure G : Projected Income Statement

Sable Sand Trading 1014 CC	ACTUAL		2023			PROJECTED		
	FINANCIAL YEAR		PROJECTION					
	2021	2022	Actual	Projected	TOTAL	2024	2025	2026
	ANNUAL	ANNUAL						
Sales	14 054 798	23 983 975	16 888 823		16 888 823	16 298 851	17 439 771	18 660 555
Purchases/Commissions/Transport/Packing	12 193 563	22 345 802	14 959 419		14 959 419	14 640 000	15 664 800	16 604 688
Gross profit	1 861 235	1 638 173	1 929 404	-	1 929 404	1 658 851	1 774 971	2 055 867
Other Income	85 905	65 368	1 962	-	1 962	7 358	7 873	8 424
Interest received	85 905		1 962		1 962	7 358	7 873	8 424
Total GP	1 947 140	1 703 541	1 931 366	-	1 931 366	1 666 209	1 782 844	2 064 291
GP %	13,24%	6,83%	11,42%	0,00%	11,42%	10,18%	10,18%	11,02%
Expenses	1 936 906	2 638 240	2 412 592	-	2 206 367	1 380 213	1 617 034	1 593 206
Accounting fees	15 755	13 500	30 946		30 946	18 014	18 915	19 860
Audit Fees	11 812	12 912	26 104		26 104	35 472	37 246	39 108
Bad debts		5 346			-		-	-
Bank charges	4 525	4 396	12 076		12 076	16 681	17 515	18 391
Cleaning/ Hygiene and maintenance	40 312	50 315	44 983		44 983	56 104	58 909	61 855
Pick 'n Pay Sponsor			112 500		112 500		-	-
Insurance	56 504	71 047	62 903		62 903	32 383	34 002	35 702
Interest & Penalties SARS		1 571	129		129	719	755	793
Legal Fees		1 285	1 285		1 285	1 285	1 349	1 417
Printing/ Stationery/Computer expenses	37 908	32 760	28 334		28 334	18 226	19 137	20 094
Repairs & Maintenance	92 299	219 725	110 088		110 088	49 578	52 057	54 660
Salaries & Wages	1 501 330	2 022 331	1 742 581		1 742 581	1 119 267	1 208 808	1 305 513
Security	2 904	6 900	4 683		4 683	10 542	11 069	11 623
Staff Benefits/ training/ protective clothing	5 786	10 991	5 264		5 264	2 558	2 686	2 820
Tel/ Fax/ Postage & Subscriptions	20 805	23 900	24 491		24 491	19 384	20 353	21 371
Vehicle Expenses	146 966	161 261	206 225		206 225	127 840	134 232	140 944
Net income before depreciation and finance costs	10 234	-934 699	-481 226	-	-481 226	285 996	165 810	471 085
Depreciation / Asset Repayment	216 227	184 567		42 705	42 705		-	-
Finance expenses	51 724	50 978	379	-	379	-	-	-
Finance costs	51 724	50 978			-			
Interest paid			379		379			
Net Income	-257 717	-1 170 244	-481 605	-42 705	-524 310	285 996	165 810	471 085
NP%	-1,83%	-4,88%	-2,85%	0,00%	-3,10%	1,75%	0,95%	2,52%
Taxation Payable					-146 807	80 079	46 427	131 904
Net Income after Taxation						205 917	119 383	339 181