

OFFER TO PURCHASE

1. PARTIES

- 1.1 Archipax 105 (Pty) Ltd
Registration Number 2016/540065/07 (*In Liquidation*) Seller
- 1.2 Shoprite Checkers (Pty) Ltd
Registration Number 1929/001817/07 Purchaser

2. BUSINESS

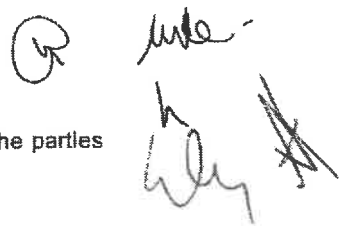
- 2.1. The Businesses of a supermarket operated at Dw001 Eikestad Mall, 81 Andringa Street, Stellenbosch, 7600, comprising of *inter alia*:-
- 2.1.1. fixtures & fittings (the assets)
- 2.1.2. Stock.

3. PURCHASE PRICE

- 3.1. The Business will be sold as a going concern.
- 3.2. The purchase price of the Business is made up as follows :-
- 3.2.1 The Supermarket Business and Business assets R 2 800 000.00 (two million eight hundred thousand rand) payable on or before the Effective Date or such date as the parties may agree, subject to the suspensive conditions set out hereinbelow; plus
- 3.2.2 Stock to the value R 3,689,268.17 (three million six hundred and eighty nine thousand two hundred and sixty eight rand and seventeen cent).
- 3.3. The Purchaser will take over the stock of the Store at the cost price thereof at the last cost price as it appears on the Arch system of the Franchisor. The stock take will be done on or before the Effective Date or on a date agreed to between the Purchaser and the Seller. Any damaged, stale, expired stock shall be excluded.

4. EFFECTIVE DATE

- 4.1. Commencement Date will be 09 June 2025 or such date as the parties may agree upon.

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5. PERSONNEL

- 5.1. Personnel to be taken over in terms of the Labour Relations Act but no family members of the Seller will be taken over. The Seller shall calculate and the annual leave payments due and pay the amount over the Purchaser. The Seller shall, in the interim and if possible, allow certain personnel to take their leave, prior to the Effective Date.

6. FIXTURES AND FITTINGS

- 6.1 The fixtures and Fittings herein sold must be the property of the Seller and is not the subject of any lien or instalment sale agreement and will be sold "voetstoots". All existing warranties and/or guarantees will be transferred to the Purchaser on the Effective Date.

7. CONDITIONS PRECEDENT

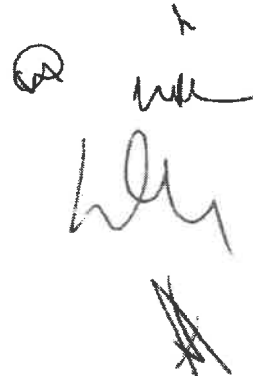
- 7.1 This offer to purchase is subject to
- 7.1.1 the Purchaser obtaining a lease agreement from the Landlord on such terms acceptable to the Purchaser; and

8. FORMAL AGREEMENT

- 8.1. A formal purchase and sale agreement will be entered into between the Seller and the Purchaser on fulfilment of the conditions precedent.

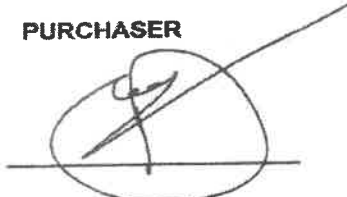
9. ACCEPTANCE OF OFFER

- 9.1. This offer is open for acceptance until 17.00 on **06 June 2025**

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Thus done and signed by the PURCHASER on this 3rd day of June 2025

PURCHASER

A stylized signature consisting of a circle with a diagonal line through it, and a horizontal line below it.

COBUS BARNARD

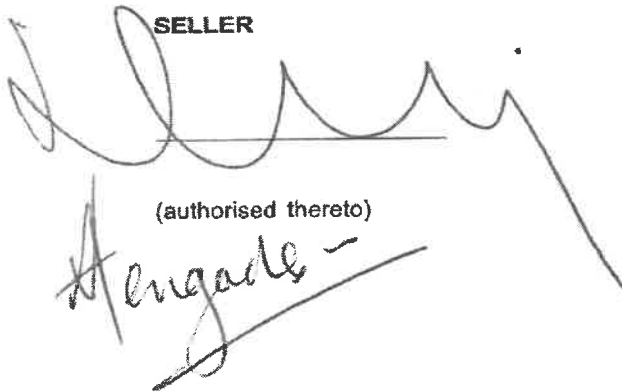
(authorised thereto)

WITNESS

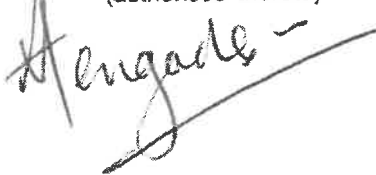
A handwritten signature in cursive script.

Thus done and signed by the SELLER on this 12 day of August 2025.

SELLER

A large, stylized signature with multiple loops and a long horizontal line extending to the right.

(authorised thereto)

A handwritten signature in cursive script, possibly reading "Hengade".

WITNESS

A signature inside a circle, with a horizontal line below it.

**ADDENDUM TO THE OFFER TO PURCHASE BETWEEN
ARCHIPAX (PTY) LTD AND SHOPRITE CHECKERS (PTY) LTD**

Whereas the abovementioned parties have signed an agreement between them on 6 June 2025 and wish to add certain further clauses to the agreement,

Now therefore the parties have agreed to add the following clauses:


3.4 As the purchaser Shoprite Checkers (Pty) Ltd As the purchaser is the secured creditor with regards to the assets, the parties place on record that they will only be paying the relevant costs in terms of Section 89 of the Insolvency Act 24 of 1936, as amended.

7.1.2 The consent of the Master of the High Court in terms of Section 386 of the Companies Act 61 of 1973.

Signed at Bloemfontein ON THIS 23 DAY OF JULY 2025.

1. _____

2. _____


SELLER/S

Signed at _____ ON THIS ____ DAY OF JULY 2025.

1. _____

2. _____

PURCHASER