

Dear Sipho,

This letter sets out the principal terms and conditions on and subject to which Avon Investment Holdings (**Buyer**) is willing to buy from FPC (**Seller**) as a going concern, the goodwill and assets of the Business.

This email is not exhaustive and is not intended to be legally binding between the Buyer and the Seller.

ASSETS OF THE BUSINESS TO BE PURCHASED

The Buyer proposes to buy from the Seller all the assets used in the Business (**Proposed Transaction**) as set out in the "Assets Appraisal" annexed hereto including, without limitation, the following:

- (a) the goodwill and know-how of the Business;
- (b) Fixed assets;
- (c) Moveable assets;
- (d) Benefit of business contracts;
- (e) Book debts;
- (f) Stock;
- (g) Business information;
- (h) Records;
- (i) Intellectual Property rights;
- (j) Money found in the estate;
- (k) Inventories;
- (l) Accounts receivable;
- (m) all (if any) of the other assets, property or rights of the Seller relating to or connected with, or belonging to or required for use in, the Business or in the Properties and which are not otherwise described herein.

The Buyer proposes to assume from the Seller no liabilities relating to the Business.

PRICE

Subject to the completion of satisfactory due diligence the Buyer will pay for the Business and assets set out above an aggregate price equal to R 105,000,000.00 (One Hundred and Five Million Rand) (**Price**), to be satisfied in cash.

The Price will be paid to the Seller in full on closing of the Proposed Transaction or on the agreed date with the BRP.

CONDITIONS

The Proposed Transaction is conditional on the following matters:

- (a) the parties agreeing, signing a detailed and legally binding asset purchase agreement incorporating all the terms of the Proposed Transaction (**Asset Purchase Agreement**).

OTHER ISSUES

The Seller will procure that the Buyer will be able to assume management control as soon as reasonable possible following the closing of the Proposed Transaction.

ASSET PURCHASE AGREEMENT

As soon as reasonably practicable following the acceptance of this offer, the Buyer and the Seller will begin negotiating an Asset Purchase Agreement.

TIMETABLE AND NEGOTIATIONS

The Buyer intends to proceed as quickly as possible with the Proposed Transaction.

This offer will remain valid up until the close of business on 10 July 2023 (the “Exclusivity Period”), whereafter it shall expire and lapse.

EXCLUSIVITY

The Seller agrees that for the duration of the Exclusivity Period it will discuss and negotiate the Proposed Transaction with the Buyer on an exclusive basis.

The Seller undertakes that for the duration of the Exclusivity Period it shall not (and shall procure that no other member of its Group nor any of their respective officers, employees, agents or advisers will), directly or indirectly:

- (a) continue, enter into, re-start, solicit, initiate or otherwise participate in any Third Party Negotiations;
- (b) induce, solicit, seek, encourage or respond to any approach that might lead to Third Party Negotiations;
- (c) induce, solicit, procure or otherwise encourage any offer from a Third Party;
- (d) enter into any heads of terms, agreement, arrangement or understanding (whether or not legally binding) with a Third Party;
- (e) supply, disclose or otherwise make available any information about the Business or the Seller and its Subsidiaries to a Third Party that wishes, or may wish, to enter into Third Party Negotiations.

The Seller will immediately notify in writing the Buyer if, at any time during the Exclusivity Period, the Seller receives an offer (whether written or oral), indication of interest, proposal or enquiry from a Third Party.