

INVITATION TO SUBMIT OFFERS

OFFERS ARE HEREBY INVITED FOR THE PURCHASE OF ROYAL AM FC, OWNED BY ROYAL AM FOOTBALL CLUB (PTY) LTD, WHICH INCLUDES ALL RIGHTS ASSOCIATED WITH ROYAL AM FC AND ALL OBLIGATIONS OF ROYAL AM FC AS A GOING CONCERN (“ROYAL AM FC” OR “THE CLUB”)

Willem Jacobus Venter N.O in his capacity as the duly appointed curator *bonis* of Royal AM FC (“Seller”), acting in terms of the orders of the KwaZulu-Natal Division of the High Court, Durban under case number D13795/2024, hereby invites offers for the purchase of Royal AM FC on the following basis:

METHOD OF SUBMISSION OF OFFERS

1. This invitation (duly initialled), the initialled and signed offer to purchase (“**Offer to Purchase**”), proof of payment of the refundable deposit (as contemplated in paragraph 4.5 below) and any and all other supporting documentation contemplated in this invitation (collectively the “**Offer Documents**”) must be emailed in a zip folder to pg@bidderschoice.co.za for the attention of **Pieter Geldenhuys**.

CLOSING DATE FOR SUBMISSIONS

2. The offer documents must be submitted in a zip folder marked “Offer to Purchase – Royal AM FC” and must be submitted by way of email to the aforementioned email address between 08h00 on and 13h00 on Friday, 14 March 2025 (“**Closing Date and Time**”).

THE PURCHASE PRICE AND OFFER DOCUMENTS

3. The purchase price of the club is: _____ (to be inserted by the offeror).
4. Interested parties (“**Offerors**”) who intend making an offer (“**Offer**”) to acquire the Club are advised that:

- 4.1. They are required to furnish the curator *bonis* with the particulars of their ability to meet their obligations in terms of the Offer to Purchase;
- 4.2. They are required to provide the curator *bonis* with all of the required information in terms of the Financial Intelligence Centre Act, No. 38 of 2001 (“**FICA**”), being those documents referred to in **Annexure A** hereto;
- 4.3. If the Offeror is not a natural person, it will be required to provide the curator *bonis* with copies of all authorising resolutions, authorising the –
- 4.3.1.1. Offeror to make the Offer;
- 4.3.1.2. Offeror to be bound by the provisions of the Offer Documents;
and
- 4.3.1.3. Offeror to do all such things as may be necessary to give effect to and implement the Offer Documents,
- in the form of the resolutions attached hereto as **Annexure B**;
- 4.4. The signatory to the Offer Documents is required to bind themselves and the Offeror to the terms of the Offer Documents and to do all such things necessary to give effect to the Offer Documents.
- 4.5. All Offers, in order to be considered by the curator *bonis*, must be accompanied by proof of payment of a refundable deposit in the amount of **R1,000,000.00 (one million Rand and zero Cents)** (“**Registration Deposit**”) which is to be paid into the following trust account of VZLR Inc. being the attorneys of the curator *bonis* (“**Trust Bank Account**”):

Bank Name:	ABSA Bank
Account name:	VZLR INC S86(2)
Account number:	0-3014-7774
Account type:	Section 86(2) Trust
Branch Name:	ABSA TSHW NRT2 PR

Branch Code: 632005

Reference: Royal AM / _____ (*name of Offeror*)

Swift Code: ABSAZAJJ

5. The Offeror may supply the curator *bonis* with such additional information as the Offeror may wish to bring to the attention of the curator *bonis*, particularly such information which may satisfy the curator *bonis* that the Offeror is a *bona fide* Offeror who is willing and able to comply with the obligations in terms of the Offer to Purchase.
6. An Offeror may delete or change any of the terms or conditions of the Offer to Purchase, however, by doing so, the Offeror acknowledges that such amendment/s may cause such Offeror's Offer to be regarded by the curator *bonis* as less beneficial than another Offer (even if the purchase consideration offered by any such Offeror is higher than that of another Offeror).

THE ACCEPTANCE PROCEDURE

7. The date for the announcement of the successful Offer ("**Successful Offer**") is provisionally scheduled for Monday, 17 March 2025 at 17h00. The successful bidder will be notified by email and/or via telephone. Should you not receive an email by the end of the Validity Period, you must assume that your bid was unsuccessful.
8. The successful Offeror will be the Offeror, who in the sole and absolute discretion of the curator *bonis* has submitted the most beneficial Offer to the curator *bonis*.
9. Prior to the acceptance of any Offer, the curator *bonis* may in his sole and absolute discretion, request in writing, further information from any of the Offerors in order to assist the curator *bonis* in making his decision on who should be the Successful Offeror.
10. Each Offeror acknowledges and agrees that by submitting an Offer, he, she or it grants the curator *bonis* an irrevocable option to sell the Club to the Offeror upon the terms of the Offer to Purchase. The aforementioned option will remain open

for acceptance by the curator *bonis* until 12h00 on 31 March 2025 ("Validity Period"). The purpose of the Validity Period is to enable the curator *bonis* to accept another offer in the event that the Offer of the Successful Offeror fails for any reason during the Validity Period.

11. If for any reason the Offer of the Successful Offeror fails (including such Offeror breaching any of the terms contained herein or in the Offer to Purchase) within the Validity Period, then the curator *bonis* shall be entitled to (but not be obliged to) select another Offer which in his discretion is the next most beneficial Offer for the creditors of the Seller.
12. The Successful Offeror must within 3 (three) days ("**Payment Period**") of he, she or it being advised by the curator *bonis* in writing that he, she or it is the Successful Offeror, pay the accepted offer amount (minus the deposit amount) ("**Purchase price**") into the trust account of VZLR Inc referred to above.
13. Should the Purchase Price not be paid into the VZLR Inc.'s Trust Account within the Payment Period, the curator *bonis* may take any and all appropriate legal action against the Successful Offeror for payment of the Purchase Price as a result of the failure of the Successful Offeror to comply with its obligations. In addition, should the Purchase Price be outstanding after the expiry of the Payment Period, the curator *bonis* may immediately cancel the said sale and communicate this election to the Successful Offeror. The Successful Offeror forfeits the Registration Deposit. In addition, the curator *bonis* may exercise any right he may have including the claiming of any further damages over and above the said amount as a result of the Successful Offeror's non-compliance with its obligations.
14. The provisions of paragraph 13 will apply *mutatis mutandis* to any subsequent Offer accepted by the curator *bonis* (after any Successful Offer fails) as contemplated in paragraph 11 above.

TERMS AND CONDITIONS OF SALE

15. The terms and conditions of the sale of the Club by the curator *bonis* to the Purchaser are contained in the Offer to Purchase.

16. Upon the curator *bonis* accepting an Offer, a binding agreement between the curator *bonis* and the Successful Offeror on the terms contained in the Offer to Purchase will be concluded.

CURATOR *BONIS* NOT OBLIGED TO ACCEPT ANY OFFER

17. Notwithstanding anything contained to the contrary in this Invitation, the curator *bonis* reserve the right not to accept any of the Offers received, despite it being the intention of this invitation to receive Offers to dispose of the Club expediently and despite there being no intention or desire for this invitation process not to result in a final sale of the Club as soon as possible.
18. This document, as well as all other Offer Documents, shall be accessible by all/any interested parties via the QR code provided below:



DATED AT PRETORIA ON THE 5TH DAY OF MARCH 2025

A handwritten signature in black ink, written over a horizontal line.

VZLR Inc.

On behalf of the curator *bonis*

Annexure A – FICA Documents

Natural Persons

1. South African identity document (foreigners: passport)
 2. Utility bill addressed to your residential address less than 3 months (accounts for mobile phones are not acceptable)
 3. South African Income Tax reference number
 4. (Confirmation marital status, i.e. unmarried or married)
-

Natural Persons (If Married)

1. Marriage certificate
 - 1.1. If married IN community of property – no antenuptial contract
2. S.A. identity document (foreigner: passport) of your spouse
 - 2.1. If married OUT of community of property – by Antenuptial contract (“ANC”)
3. Page 1 (and page 2 if necessary) reflecting the registered number and names of both parties
 - 3.1. If your marriage is governed by the Laws of another country / state
4. S.A. identity document (foreigner: passport) of your spouse
5. Name of the country/state governing your marriage, i.e. the country where the husband was living at the time of the marriage with the intention of staying there permanently

Entities

1. Person acting on behalf of the Entity must comply with paragraphs 1 to 4 above
2. All directors / members / trustees must also comply with paragraphs 1 to 4 above

Including the following:

Companies

1. CM1
 2. CM22
-

Close Corporation

1. CK1
 2. CK2 (if applicable)
-

Trusts

1. Letters of Authority / Master's Certificate
2. Trust Deed and all amendments thereto
3. **Resolution to approve the purchase (and loan application, if applicable) taken before the Agreement of Sale was signed.** (The only exception is where it is a cash transaction and all the Trustees have signed the Agreement of Sale.)

ANNEXURE B – RESOLUTION

EXTRACT FROM THE MINUTES OF A MEETING OF THE DIRECTORS OF

_____ (“**Company**”) HELD AT

_____ ON _____

RESOLVED THAT:

1. The Company purchases the Royal AM Football Club as a going concern, from Royal AM (Pty) Ltd represented by Willem Jacobus Venter NO:

For: R_____ (plus VAT and interest) or in terms of any sale agreement concluded after negotiation with the Curator *Bonis* in accordance with the provisions of the invitation to submit offers.

2. That _____ in their capacity as directors they are hereby authorised to execute and sign all necessary documents to give effect to the above resolution.

Certified a true copy,

DIRECTOR

DIRECTOR