



27 February 2020

ELB Group Limited

By email: charles@apexpartners.co.za

Dear Sirs

IRREVOCABLE UNDERTAKING

It is recorded that ELB may enter a transaction which will be subject to the fulfilment of various conditions. These conditions will include a resolution to be passed by the shareholders of ELB in support.

The contemplated transaction is a potential category 1 disposal of ELB's Australian business (namely Metquip Pty Ltd) ("**Disposal**").

The Disposal and any transaction ancillary thereto, is referred to herein as the "**Proposed Transaction**". The terms of the Proposed Transaction are set out in more detail below.

1. Visio Fund Management Proprietary Limited (Reg Nr: 2014/055541/07) (the "**Grantor**"), hereby warrants and represents in favour of ELB that it, and/or its subsidiaries, are the registered and beneficial owners of ordinary shares in ELB ("**ELB Shares**") comprising, as at the date of this letter, 5 399 899 ELB Shares ("**Grantor Shares**").
2. As mentioned above, ELB is contemplating the Potential Transaction in terms of which, *inter alia*, -
 - 2.1. ELB intends to enter into a transaction in terms of which it will sell its Australian business held via its subsidiary Metquip (Pty) Ltd for a purchase consideration of approximately AUD19.25 million. It is anticipated that this transaction will constitute a category 1 transaction in terms of section 9 of the JSE Listings Requirements and will, *inter alia*, require the approval of an ordinary resolution by ELB shareholders.
3. The Grantor warrants and represents that as at the date of signature of this letter:
 - 3.1. it is able to transfer the Grantor Shares free from any pledge, lien, mortgage, hypothec or other security interest, option or other third party right of any nature;
 - 3.2. it is able to exercise, or to procure the exercise of the voting rights directly or indirectly in respect of the Grantor Shares and there are no restrictions in the manner in which it is entitled to vote the Grantor Shares;
 - 3.3. it has the full power and authority to enter into this irrevocable undertaking; and
 - 3.4. is able to vote, or procure the vote in respect of the Grantor Shares in favour of all of the resolutions referred to in paragraph 0 and 5.

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4. In relation to the Proposed Transaction mentioned above, the potential shareholder resolution referred to in paragraph 2, as well as any other resolution of ELB's shareholders whatsoever which may be required for the purpose of approving part or all of the Proposed Transaction, or transactions and agreements ancillary thereto, are hereafter referred to as the "**Proposed Resolutions**".
5. The Grantor hereby irrevocably and unconditionally undertakes in favour of ELB –
 - 5.1. To vote all shares in ELB that it may hold, and to procure the voting of all shares in ELB that its subsidiaries and holding companies may hold, in favour of the Proposed Resolutions.
 - 5.2. To procure that, at the relevant meeting(s) of the shareholders of ELB convened for that purpose, all the Grantor Shares (and any other ELB Shares acquired by the Grantor or its subsidiaries or holding companies, directly or indirectly, prior to the implementation of the Proposed Transaction) are represented in person or by proxy and voted in favour of all Proposed Resolutions;
 - 5.3. To procure that the Grantor Shares (and any other ELB Shares acquired by the Grantor or its subsidiaries or holding companies, directly or indirectly, prior to the implementation of the Proposed Transaction) will not be voted in favour of any resolution to postpone or adjourn any shareholders' meeting/s of ELB convened for the purposes of considering and approving the Proposed Resolutions;
 - 5.4. To procure the completion, execution and delivery of all the necessary forms, letters and documents for purposes of voting in favour of the Proposed Resolutions;
 - 5.5. To provide ELB with all such information relating to the shares it is required to vote in favour of the Proposed Resolutions, and the registered and beneficial owners of those shares, which may be required by ELB in order to comply with the applicable regulatory requirements under the Act or the Takeover Regulations, including but not limited to regulations 101(7)(c)(i)(cc) and 106(4)(c)(iii)(bb).
6. The Grantor warrants and represents to ELB that the Grantor will be able to abide by the undertakings provided in this agreement.
7. The undertakings provided in this document shall endure from the date hereof up until **30 June 2020**.
8. The undertakings in this document remain enforceable despite the Proposed Resolutions being proposed to shareholders at different meetings and/or if one or more of the Proposed Resolutions are not proposed to shareholders due to one or more of the elements of the Proposed Transaction not proceeding or not proceeding on terms that would require the passing of a Proposed Resolution.
9. The Grantor hereby agrees that any correspondence, press announcements or SENS announcements, circulars, notices and other documentation in respect of the Proposed Transactions may include a reference to the Grantor in regard to, and to, the terms of this irrevocable voting undertaking and the Grantor's (and/or its subsidiaries and holding companies) holding of the Grantor Shares, subject to the Grantor's consent, which consent will not be unreasonably withheld, and that a copy of this undertaking may be available for inspection.


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10. The Grantor acknowledges that it has signed non-disclosure undertakings in relation to the Proposed Resolutions contemplated in this letter prior to this letter having been made available to it, and hereby agrees and undertakes to comply (and warrants that it has to date complied), with such non-disclosure undertakings.
11. The Grantor acknowledges and confirms that this letter does not create any obligation on ELB to proceed with or implement the Proposed Transaction which may be subject to certain conditions, including, amongst other things, receipt of approvals by applicable regulatory authorities and ELB shareholders. It is recorded that at the date of this letter, ELB may not have entered into part or all of the agreements required to implement the Proposed Transaction. This does not invalidate the undertakings in this letter.
12. The Grantor acknowledges that it has been advised that the confidential information contained in this letter and the Proposed Transactions constitutes "insider information" as defined in section 7 of the Financial Markets Act, 19 of 2012 ("FMA"). The Grantor undertakes to comply with all of its obligations under the FMA, including but not limited to, undertaking not to commit the offenses listed in sections 78 to 81 of the FMA.
13. If any amendments are made to the terms of the agreements, notices or circulars relating to the Proposed Transaction and/or Proposed Resolutions, or any non-material change is made to the high level terms of the Proposed Transaction and/or Proposed Resolutions expressed above, then the provisions of this irrevocable undertaking will continue to apply, and the words "Proposed Transaction" and "Proposed Resolutions" shall be read as referring to the Proposed Transaction and Proposed Resolutions as so amended, and the undertakings given in this irrevocable undertaking shall be construed accordingly.

General Clauses

14. This agreement constitutes the whole agreement between the parties with regard to the subject matter hereof and supersedes all prior verbal or written agreements or understandings or representations by or between the parties regarding the subject matter of this agreement, and the parties will not be entitled to rely, in any dispute regarding this agreement, on any terms, conditions or representations not expressly contained in this agreement.
15. No addition to or variation, deletion, or agreed cancellation of all or any clauses or provisions of this agreement will be of any force or effect unless in writing and signed by the parties.
16. No waiver of any of the terms and conditions of this agreement will be binding or effectual for any purpose unless in writing and signed by the party giving the same. Any such waiver will be effective only in the specific instance and for the purpose given. Failure or delay on the part of either party in exercising any right, power or privilege hereunder will not constitute or be deemed to be a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
17. Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.
18. If any provision of this agreement is void, voidable or unenforceable for any reason then it shall be severed from the rest of this agreement and the remainder of this agreement shall remain enforceable.





19. This agreement has been negotiated and the rule of interpretation that construes the interpretation of an agreement against the one who has prepared it shall not apply.

Notices and Domicilia

20. The parties choose the following addresses as their domicilium citandi et executandi and respective address for the delivery of any document in connection with this agreement (hereinafter referred to as "service address"):

20.1. The Grantor at:

Physical: 5th Floor, 92 Rivonia Road, Sandton, 2146

Email: patrice@visiocapital.co.za

20.2. ELB at:

Physical: 14 Atlas Road, Anderbolt, Boksburg

Email: charles@apexpartners.co.za

21. Either party may change their service address by delivery of a written notice to that effect to the service address of the other party. The change will be effective from the date of delivery, save that such a change shall not be binding if the party making the change ceases to have a working email address and a physical address within South Africa as its service address.
22. Any notice to be given by either party to the other party in terms of this agreement will be delivered by hand or delivered by email.
23. Any notice delivered by hand (which may include by courier or by sheriff) during normal business hours will be deemed to have been received by the addressee on the date of delivery.
24. Any notice delivered by email shall be deemed to have been received by the addressee on date of dispatch.
25. Any document actually received shall be deemed to have been delivered even if not delivered in accordance with the provisions of this clause.

Governing Law

26. The provisions of this letter shall be construed with and governed in accordance with the laws of the Republic of South Africa and the Grantor hereby agrees that any legal action or proceedings arising out of or in connection with this undertaking may be brought in the High Court of South Africa, Gauteng Division, Johannesburg (or any successor of that court) and irrevocably submits to the non-exclusive jurisdiction of such court.





Yours faithfully

For and on behalf of Visio Fund Management, who warrants that he/she is duly authorised to sign

P Moyal
27 February 2020

Accepted by ELB:

For and on behalf of ELB, who warrants that he/she is duly authorised to sign

C Pettit
27 February 2020