

TRELLIDOR HOLDINGS LIMITED

(Incorporated in the Republic of South Africa)

(Registration number: 1970/015401/06)

Share Code: TRL

ISIN Code: ZAE000209342

Main Board – General Segment

(“**Trellidor**” or “**the Company**” or “**the Group**”)



DISPOSAL OF TAYLOR BLINDS AND NMC SOUTH AFRICA

1. INTRODUCTION

Shareholders are advised that on 30 June 2025, the Company entered into a sale of shares and claims agreement (“**Sales of Shares and Claims Agreement**”) with Sole Ceramics Proprietary Limited (“**Purchaser**”), Trellidor Innovations Proprietary Limited (t/a Taylor Blinds and Shutters) (“**Taylor Blinds**”) and Trellidor Decor Proprietary Limited (t/a NMC South Africa) (“**NMC**”), pursuant to which the Company will sell 100% of the ordinary issued share capital of Taylor Blinds and NMC (collectively “**Sale Shares**”), as well as the aggregate of any amounts of any nature owing by Taylor Blinds and NMC to the Company from any cause whatsoever on the Closing Date (defined in paragraph 4.2 below) (“**Sale Claims**”). The Sale Shares and the Sale Claims (collectively “**Sale Equity**”) will be sold for a purchase consideration as set out in paragraph 4 below (“**Disposal**”). The beneficial owner of the Purchaser is the JC Family Trust.

2. THE BUSINESS OF TAYLOR BLINDS AND NMC

- 2.1. Taylor Blinds is a manufacturer and distributor of custom-made blinds, decorative and security shutters.
- 2.2. NMC is an importer and distributor of premium quality cornice, skirting and wall-panel products.

3. RATIONALE FOR THE DISPOSAL

- 3.1 In line with the Company’s stated intent to restore shareholder value, the Board has been reviewing its strategic options. Since acquisition, the Taylor Blinds and NMC businesses have failed to deliver to expectations. No meaningful operational synergies exist between Taylor Blinds, NMC and the core business Trellidor, being a leading manufacturer and distributor of custom-made physical security barriers. In addition, the return on capital for Taylor Blinds and NMC fall below that of Trellidor. The Disposal will refocus the Group on the Trellidor business, further reduce debt, facilitate reduction in group overhead, enhance return on capital and open other opportunities for capital re-allocation, designed to restore shareholder value.

4. PURCHASE CONSIDERATION

- 4.1. The purchase consideration for the Sale Equity shall be the aggregate of the consolidated net tangible asset value of Taylor Blinds and NMC, being for each of Taylor Blinds and NMC, the consolidated total assets of each company, (excluding intangible assets, IFRS 16 right-of-use assets and deferred tax assets) valued at their fair value (to be determined in accordance with IFRS), less provisions and depreciation

and excluding goodwill, less the consolidated total liabilities (excluding all overdraft or term facilities, IFRS16 lease liabilities, deferred tax liabilities and all subordinated and unsecured shareholder loans) of each company calculated in accordance with IFRS and the methodology as set out in the Sale of Shares and Claims Agreement (“**NAV**”), for the 2025 financial year as reflected in the unaudited balance sheets of Taylor Blinds and NMC respectively, as at 30 June 2025 (“**Effective Date Balance Sheet**”) and taking into account the adjustments as provided for in the Sale of Shares and Claims Agreement (“**Purchase Price**”).

- 4.2. The Purchase Price shall escalate from 1 July 2025 up to but excluding the Closing Date, being the later of 31 August 2025 and the fifth business day after the day on which the last of the Conditions Precedent is fulfilled or waived, as the case may be (“**Closing Date**”), at a rate equal to the prime rate. The Purchase Price is capped at R90 000 000 (ninety million Rand).
- 4.3. The Purchase Price will be allocated as follows:
 - 4.3.1. in respect of the Sale Claims, the face value of the relevant Sale Claims; and
 - 4.3.2. in respect of the Sale Shares, the balance of the relevant Purchase Price.
- 4.4. The Purchase Price will be paid by the Purchaser to the Company on the Closing Date.

5. USE OF PROCEEDS

The proceeds of the Disposal will be used to reduce debt and strengthen the already improved liquidity of the Group.

6. EFFECTIVE DATE OF THE DISPOSAL

The effective date of the Disposal will be the 30 June 2025.

7. CONDITIONS PRECEDENT

- 7.1. The Disposal is subject to the fulfilment or waiver of the following (remaining) conditions precedent (“**Conditions Precedent**”) by no later than 17:00 on:
 - 7.1.1. 4 July 2025, the board of directors of the Purchaser approves and ratifies the entering into of the Sale of Shares and Claims Agreement and all other agreements and transactions contemplated therein;
 - 7.1.2. 4 July 2025, the board of directors of the Company approves and ratifies the entering into of the Sale of Shares and Claims Agreement and all other agreements and transactions contemplated therein;
 - 7.1.3. 4 July 2025, the respective board of directors of Taylor Blinds and NMC approves and ratifies the entering into of the Sale of Shares and Claims Agreement and all other agreements and transactions contemplated therein and notes and approves the transfer of the Sale Equity pursuant to the Sale of Shares and Claims Agreement;
 - 7.1.4. 15 July 2025, the key employee, as defined in the Sale of Shares and Claim Agreement, has entered into a written employment agreement with Taylor Blinds or NMC, whichever is relevant, on terms usual for such employee and acceptable to the Purchaser and such employment agreement becoming unconditional in all

- respects, save for any condition requiring the Sale of Shares and Claims Agreement to become unconditional;
- 7.1.5. 15 July 2025, receipt of all the third-party consents as provided for in the Sale of Shares and Claims Agreement;
- 7.1.6. 15 July 2025, Taylor Blinds and NMC have entered into a software license agreement with the Company for the use of any software required by each of them, as agreed before the Closing Date and on terms and conditions reasonably acceptable to the Company;
- 7.1.7. 15 July 2025, the Company have entered into an information technology service level agreement with Taylor Blinds and NMC for the provision by the Company of agreed IT services to Taylor Blinds and NMC, on terms and conditions reasonably acceptable to the Purchaser; and
- 7.1.8. 31 August 2025, the Company has delivered to the Purchaser, the Effective Date Balance Sheet for each Taylor Blinds and NMC and same is finalised or a determination made by an independent auditor as provided for in the Sale of Shares and Claims Agreement.
- 7.2. The Condition Precedent contained in paragraph 7.1.1 has been included for the benefit of all parties other than the Purchaser who will be entitled to waive the fulfillment thereof, in whole or in part, by written notice to the Purchaser prior to the expiry of the relevant time period set out in the paragraph.
- 7.3. The Condition Precedent contained in paragraph 7.1.2 has been included for the benefit of all parties other than the Company who will be entitled to waive the fulfillment thereof, in whole or in part, by written notice to the Company prior to the expiry of the relevant time period set out in the paragraph.
- 7.4. The Condition Precedent contained in paragraph 7.1.3 has been included for the benefit of all parties other than Taylor Blinds and NMC who will be entitled to waive the fulfillment thereof, in whole or in part, by written notice to Taylor Blinds and NMC, whichever is relevant, prior to the expiry of the relevant time period set out in the paragraph.
- 7.5. The Condition Precedent contained in paragraph 7.1.8 has been included for the benefit of the Company and the Purchaser who will be entitled to waive the fulfillment thereof, in whole or in part, by written agreement between them prior to the expiry of the relevant time period set out in the paragraph.
- 7.6. The Condition Precedent contained in paragraph 7.1.6 has been included for the benefit of the Company who will be entitled to waive the fulfillment thereof, in whole or in part, by written notice to the other parties prior to the expiry of the relevant time period set out in the paragraph.
- 7.7. The Conditions Precedent contained in paragraphs 7.1.4, 7.1.5 and 7.1.7 have been included for the benefit of the Purchaser who will be entitled to waive the fulfillment thereof, in whole or in part, by written notice to the other parties prior to the expiry of the relevant time periods set out in the respective paragraphs.

8. SIGNIFICANT TERMS OF THE AGREEMENT

The Sale of Shares and Claims Agreement contains warranties and indemnities appropriate for a transaction of this nature.

9. FINANCIAL INFORMATION

9.1. In terms of the unaudited condensed consolidated interim financial results of Trellidor for the six months ended 31 December 2024 the net asset value of Taylor Blinds amounted to R42.0 million and the net asset value of NMC amounted to R5.1 million, while the attributable operating profits before interest and taxation of Taylor Blinds amounted to R7.7 million and R1.2 million for NMC.

9.2. The net asset value for Taylor Blinds and NMC as at 31 December 2024 included the following:

	<i>Taylor</i> <i>'000 000</i>	<i>NMC</i> <i>'000 000</i>
<i>Assets</i>		
Intangible Assets	R29.9	-
IFRS 16 Right-of-Use Assets	R12.6	R2.5
Goodwill	R24.0	R10.6
Deferred Tax	R7.7	R0.3
<i>Liabilities</i>		
Net Overdraft	R17.4	R3.4
IFRS 16 Lease Liability	R15.6	R3.8
Term Facility	R4.9	-
Shareholder Loans	R41.7	R10.0

10. CLASSIFICATION OF THE DISPOSAL

The Disposal constitutes a category 2 transaction in terms of the JSE Limited Listings Requirements.

Durban
1 July 2025

Corporate Advisor and Sponsor
PSG Capital

