



**Registration of a Charge**

Company name: **Steinhoff UK Holdings Limited**

Company number: **03738136**



X8FU080G

Received for Electronic Filing: **11/10/2019**

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**Details of Charge**

Date of creation: **11/10/2019**

Charge code: **0373 8136 0007**

Persons entitled: **LUCID TRUSTEE SERVICES LIMITED**

Brief description:

**Contains fixed charge(s).**

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**Authentication of Instrument**

Certification statement: **EXCEPT FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006, I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **PHILIP WELLS**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 3738136

Charge code: 0373 8136 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th October 2019 and created by Steinhoff UK Holdings Limited was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th October 2019 .

Given at Companies House, Cardiff on 14th October 2019

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

# **SHARE PLEDGE AGREEMENT**

11 October 2019

**BETWEEN**

**STEINHOFF UK HOLDINGS LIMITED**

**as Pledgor**

**LUCID TRUSTEE SERVICES LIMITED**

**as Pledgee**

**AND**

**RETAIL HOLDINGS S.À R.L.**

**as the Company**

**ALLEN & OVERY**

**Luxembourg**

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**THIS SHARE PLEDGE AGREEMENT** (the **Pledge Agreement**) is dated 11 October 2019 and made  
**BETWEEN**

- (1) **STEINHOFF UK HOLDINGS LIMITED**, a private limited company incorporated and existing under the laws of England and Wales, with its registered office at 5th Floor, Festival House, Jessop Avenue, Cheltenham, Gloucestershire, GL50 3SH, United Kingdom and company number 03738136 (the **Pledgor**);
- (2) **LUCID TRUSTEE SERVICES LIMITED**, a company incorporated and existing under the laws of England and Wales, with registration number 10992576 and its registered office at 6th Floor, No. 1 Building 1-5 London Wall Buildings, London Wall, London, United Kingdom, EC2M 5PG (the **Pledgee**) as security trustee for the Secured Parties (as defined in the Intercreditor Agreement (as defined below) in accordance with article 2(4) of the Collateral Act 2005 (as defined below);

**AND**

- (3) **RETAIL HOLDINGS S.À R.L.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, with its registered office at 56, rue Charles Martel, L-2134 Luxembourg and registered with the Luxembourg trade and companies register under number B94093 (the **Company** and, together with the Pledgor and the Pledgee, the **Parties** and each a **Party**).

**WHEREAS**

- (A) The Parties enter into this Pledge Agreement in connection with (i) an intercreditor agreement dated 12 August 2019 and made between, among others, Steenbok Newco 3 Limited as Parent, the Debtors (as defined in the Intercreditor Agreement) and the Pledgee as security agent (the **Intercreditor Agreement**) and (ii) the Facilities Agreements (as defined below).
- (B) The Pledgor has agreed to grant a pledge over the Shares to the Pledgee as security for the Secured Liabilities (as defined below) in accordance with the terms of this Pledge Agreement.
- (C) The board of directors of the Pledgor is satisfied that entering into this Pledge Agreement would be most likely to promote the success of the Pledgor for the benefit of its members as a whole and to the further benefit and advantage of the Pledgor.
- (D) The Pledgee holds the benefit of this Pledge Agreement for the Secured Parties (as defined in the Intercreditor Agreement) on the terms of the Primary Debt Documents (as defined in the Intercreditor Agreement).

**IT IS AGREED** as follows

## **1. INTERPRETATION**

### **1.1 Recitals**

The recitals (A) to (D) above are an integral part of this Pledge Agreement.

### **1.2 Definitions**

- (a) Terms defined in the Intercreditor Agreement shall, subject to Clause 1.2(b) below, have the same meaning when used in this Pledge Agreement.

- (b) In this Pledge Agreement, unless the contrary intention appears or the context otherwise requires:

**Collateral Act 2005** means the Luxembourg act dated 5 August 2005 relating to financial collateral arrangements, as amended.

**Enforcement Event** has the meaning given to the term “Acceleration Event” in the Intercreditor Agreement.

**Facilities Agreements** means each of the SEAG First Lien Facilities Agreement and the SEAG Second Lien Facilities Agreement.

**Luxembourg** means the Grand Duchy of Luxembourg.

**Pledge** means the security interest (pledge – *gage*) over the Shares created and constituted by, and in accordance with, this Pledge Agreement.

**SEAG First Lien Facilities Agreement** means the first lien facility agreement dated 12 August 2019 and made between, among others, Steenbok Newco 3 Limited, Steenbok Newco 5 Limited, Steenbok Lux Finco 2 SARL as borrower and the Pledgee as security agent.

**SEAG Second Lien Facilities Agreement** means the second lien facility agreement dated 12 August 2019 and made between, among others, Steenbok Newco 3 Limited, Steenbok Newco 5 Limited, Steenbok Lux Finco 2 SARL as borrower and the Pledgee as security agent.

**Secured Liabilities** has the meaning given to the term “Secured Obligations” in the Intercreditor Agreement.

**Security Period** means the period beginning on the date of this Pledge Agreement and ending on the date on which all Secured Liabilities have been unconditionally and irrevocably paid and discharged in full.

**Shares** means the five hundred forty thousand eight hundred forty-five (540,845) shares (*parts sociales*) in the Company (including rights, title, claims and interest therein) held by the Pledgor, as well as all shares and other securities (including rights, title, claims and interest therein) acquired or offered in substitution or in addition to such shares to the Pledgor including those which may be subscribed by it in the case of an increase of the Company's share capital, following exchange, merger, consolidation, division, subscription for cash or otherwise and, generally, all such shares in the capital of the Company now or at any time hereafter owned by the Pledgor and, except as otherwise provided in this Pledge Agreement, the dividends or interest thereon, redemption distribution, bonus, preference, option rights, title, claims, rights or otherwise to or in respect of any of the Shares.

### 1.3 Miscellaneous

- (a) A reference to the **Intercreditor Agreement**, any **Facilities Agreement** or any other **Primary Debt Document** or any other document, agreement or instrument is a reference to the Intercreditor Agreement, that Facilities Agreement or that other Primary Debt Document or that other document, agreement or instrument as amended, supplemented, varied, modified, replaced, extended, restated and/or novated (however fundamentally and whether or not more onerously) or replaced and includes any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under that Primary Debt Document or any other agreement or instrument.

- (b) The provisions of Clause 1.2 (*Construction*) of the Intercreditor Agreement apply to this Pledge Agreement as though they were set out in full in this Pledge Agreement except that references to the Intercreditor Agreement are to be construed as references to this Pledge Agreement.
- (c) Notwithstanding any provision to the contrary in this Pledge Agreement, this Pledge Agreement is subject to, and shall be read in accordance with, the terms of the Intercreditor Agreement. In the event of conflict between the terms of this Pledge Agreement and the Intercreditor Agreement, the terms of the Intercreditor Agreement shall prevail.
- (d) If the Pledgee considers that any amount paid to a Secured Party under a Primary Debt Document could reasonably be expected to be avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this Pledge Agreement.

## 2. CREATION OF THE PLEDGE

As a continuing first ranking pledge (*gage de premier rang*) for the full payment, performance and discharge of the Secured Liabilities, the Pledgor agrees to pledge and hereby pledges the Shares to, and in favour of, the Pledgee, who accepts the Pledge. For the avoidance of doubt, any Shares subscribed, acquired or otherwise received by the Pledgor following the date hereof will automatically be pledged in favour of the Pledgee pursuant to this Pledge Agreement.

## 3. PERFECTION OF THE PLEDGE

- (a) By executing this Pledge Agreement, the Company hereby acknowledges and accepts the Pledge.
- (b) The Pledgor will register or procure the registration (*inscription*) of the Pledge in the share register (*registre des associés*) of the Company in the name of the Pledgee and will provide the Pledgee on the date of this Pledge Agreement with a copy of the share register of the Company evidencing such registration. The Company hereby undertakes to proceed to, or assist with, this registration and to produce a copy of the share register.

The text to be used for registration shall be the following:

“All the shares owned from time to time by STEINHOFF UK HOLDINGS LIMITED, now and in the future, in RETAIL HOLDINGS S.À R.L. (the **Company**) and, in particular, the five hundred forty thousand eight hundred forty-five (540,845) shares (*parts sociales*), have been pledged as a first ranking security in favour of LUCID TRUSTEE SERVICES LIMITED, acting as security trustee for the Secured Parties, pursuant to a share pledge agreement dated \_\_\_\_\_ 2019 and made between STEINHOFF UK HOLDINGS LIMITED as pledgor, LUCID TRUSTEE SERVICES LIMITED as pledgee and the Company

[date] [name of the signatory] [title of the signatory]

[signature]”.

- (c) The Pledgor hereby instructs and appoints any present or future manager (*gérant*) of the Company (or any third party appointed as attorney in fact by the latter), each acting individually, with full power of substitution, as its attorney to proceed to the registration of the Pledge in the Company's share register.

- (d) The Pledgor undertakes to reiterate or procure the reiteration of the formalities referred to in Clause 3(b) above, each time that the security interest constituted by this Pledge Agreement is extended to further Shares of the Company.

#### **4. PRESERVATION OF THE PLEDGE**

- (a) The Pledge shall be a continuing first ranking pledge (*gage de premier rang*) and shall extend to the ultimate balance of the Secured Liabilities regardless of any intermediate payment or discharge in whole or in part and shall remain in full force and effect until it has been expressly released by the Pledgee in accordance with Clause 10 below.
- (b) The Pledgor hereby waives all rights (if any) that it arising for it under article 2037 of the Luxembourg civil code or any right it may have of first requiring the Pledgee to proceed against or claim payment from, or to divide any action between and against, any other persons or enforce any guarantee or security before enforcing this Pledge.
- (c) The Pledgor hereby irrevocably waives any right of recourse, right, action and claim (including, for the avoidance of doubt, by way of set-off or by way of protective measures such as a *saisie-arrêt*) that it may have, whether by way of subrogation or directly or of any other nature, against the Company, further to an enforcement of the Pledge by any means whatsoever (including, in particular, the right of recourse the Pledgor may have against any such entity under the terms of article 2028 *et seq.* of the Luxembourg civil code). This waiver is effective in respect of any rights of the Pledgor which come into existence prior to an enforcement in particular as a result of dividends or other distributions being paid to the Pledgee. For the avoidance of doubt, this waiver is final and will subsist after the expiry of the Security Period. This waiver is for the exclusive benefit of the Pledgee who has the right to waive the benefit thereof by notice sent in writing by the Pledgee to the Pledgor and the Company, which will have as an effect that the aforementioned rights of recourse remain in existence as if never waived, without prejudice to the terms of the Intercreditor Agreement and any other Primary Debt Document.

#### **5. RESTRICTIONS ON DEALINGS**

The Pledgor shall not:

- (a) create or permit to subsist any Security over any of the Shares; or
- (b) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, licence, transfer or otherwise dispose of any of the Shares,

except as expressly allowed under:

- (i) the First Lien Finance Documents, the Second Lien Finance Documents, the New Monies Finance Documents (if applicable) and the Break Fee Documents (if applicable); or
- (ii) the Intercreditor Agreement; or
- (iii) this Pledge Agreement.



## **6. RIGHTS ATTACHING TO THE SHARES**

### **6.1 Right to vote**

- (a) Without prejudice to Clauses 6.1(b), 6.2 (b) and 6.3 below, the Pledgor shall remain the owner of the Shares and the voting rights and the rights to any dividends or other distributions, among others, attached to the Shares shall remain vested in the Pledgor provided that it exercises such rights for a purpose not inconsistent with the terms of any of the Facilities Agreements.
- (b) Upon the occurrence of an Enforcement Event, the Pledgee shall be entitled to exercise (or refrain from exercising) the voting rights in relation to the Shares in any manner it deems fit for the purpose of protecting and/or enforcing its rights under the Pledge Agreement (including for the avoidance of doubt any voting rights with respect to resolutions relating to the dismissal, replacement and/or appointment of the managers (*gérants*) of the Company). Upon the occurrence of an Enforcement Event, the Pledgor shall no longer be entitled to exercise any voting rights in relation to the Shares nor, for the avoidance of doubt, to pass any resolution without the Pledgee's prior written consent. Upon the occurrence of an Enforcement Event, the Pledgee shall furthermore be entitled to exercise all rights of the Pledgor in relation to the convening and/or holding of meetings of the shareholders of the Company or the adoption of shareholder's resolutions in writing or otherwise. Upon the occurrence of an Enforcement Event, the Pledgee shall in particular have the right to request the board of managers (*conseil de gérance*) of the Company to convene a meeting of the shareholders and to request items to be put on or added to the agenda, to convene such meeting itself and/or to propose and adopt resolutions in written form, to the extent permitted under applicable law.

### **6.2 Right to dividend**

- (a) Until the occurrence of an Enforcement Event, this Pledge Agreement does not affect any right of the Pledgor to receive any dividends and other distributions paid or to be paid by the Company on all or any of the Shares.
- (b) Upon the occurrence of an Enforcement Event, the Pledgee shall have sole entitlement to receive dividends and other distributions payable by the Company on all or any of the Shares.

### **6.3 General entitlements attaching to the Shares**

Upon the occurrence of an Enforcement Event, the Pledgee shall be entitled to exercise, at its discretion and if it so elects, or as instructed in accordance with the Intercreditor Agreement, by notice in writing to the Company and the Pledgor, any and all rights attaching to the Shares (or any part thereof) of any nature and whether arising by way of contract, deed, law, constitutional documents, court order or otherwise, in order to protect, exercise or facilitate the exercise of its rights under the Pledge Agreement.

### **6.4 Pledgee's obligations**

The Pledgee is not obliged to:

- (a) perform any obligation of the Pledgor;
- (b) make any payment;

- (c) make any enquiry as to the nature or sufficiency of any payment received by it or the Pledgor; or
- (d) present or file any claim or take any other action to collect or enforce the payment of any amount to which it may be entitled under this Pledge Agreement,

in respect of any of the Shares.

## **7. FURTHER ASSURANCES**

- (a) The Pledgor shall, promptly, at its own expense, do all such acts or execute all such documents (including assignments, transfers, mortgages, conveyances, charges, assurances, notices and instructions) as the Pledgee may reasonably specify (and in such form as the Pledgee may reasonably require in favour of the Pledgee or its nominee(s)):
  - (i) to create and protect its pledge over the Shares;
  - (ii) to perfect the pledge created or intended to be created under or evidenced by this Pledge Agreement (which may include the execution of a security interest, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of this Pledge Agreement) or for the exercise of any rights, powers and remedies of the Pledgee or the Secured Parties or any of their respective delegates or sub-delegates in respect of the Security provided by or pursuant to this Pledge Agreement or by law; and/or
  - (iii) if the Pledgee (acting on instruction of the Simple Majority Second Lien Facility Lenders) reasonably believes that a Default has occurred or may occur, to facilitate the realisation of the assets which are, or are intended to be, the subject of this Pledge Agreement.
- (b) The Pledgor shall, promptly, at its own expense, take all such action as is available to it (including giving any notice, order or direction and the making of any filings or registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any security interest conferred or intended to be conferred on the Pledgee or the Secured Parties by or pursuant to this Pledge Agreement.

## **8. ENFORCEMENT OF THE PLEDGE**

- (a) On the occurrence of an Enforcement Event or at any time after an Enforcement Event has occurred, the Pledgee is entitled to enforce the Pledge immediately, at its absolute discretion, and exercise any right under (i) applicable law (including, without limitation, article 11 of the Collateral Act 2005) and/or (ii) this Pledge Agreement and to enforce all or any part of the Pledge in respect of the Shares in any manner it sees fit.

The Pledgee shall, in particular, without limitation, be entitled to:

- (i) appropriate the Shares at their fair value as determined by a Financial Adviser (as defined in the Intercreditor Agreement) appointed by the Pledgee. The Pledgee may, at its sole discretion or as instructed in accordance with the Intercreditor Agreement, determine the date on which the appropriation becomes effective, including a date before the valuation has been commenced or completed. The Pledgee can further determine, at its sole discretion or as instructed in accordance with the Intercreditor Agreement, that all or part of the Shares are appropriated in lieu of the Pledgee by one or more entities other than the Pledgee (including one or more special purpose

vehicles), it being understood that in that event (i) the rights, powers and discretions expressed in the two preceding sentences shall continue to be exercised by the Pledgee and (ii) an appropriation of the Shares by such other entity or entities shall be deemed to have the same effects under the Primary Debt Documents as if the Pledgee had appropriated the Shares itself; or

- (ii) use any other enforcement method to the widest extent permitted by applicable law; and
  - (iii) act generally in relation to the Shares in such manner as the Pledgee acting reasonably shall determine or as instructed in accordance with the Intercreditor Agreement.
- (b) The Pledgee shall have the right to request enforcement of the Pledge in respect of all or part of the Shares at its absolute discretion or as instructed in accordance with the Intercreditor Agreement.

## **9. APPLICATION OF PROCEEDS**

Any monies or value received or recovered by the Pledgee in respect of the Shares before or following the enforcement of the Pledge in accordance with Clause 8 above and/or under the rights and powers hereby conferred shall be applied by the Pledgee in accordance with the terms of the Intercreditor Agreement.

This Clause 9 is subject to the payment of any claims having priority over this Pledge. This Clause 9 does not prejudice the right of the Pledgee or any Secured Party to recover any shortfall from the Pledgor.

## **10. RELEASE OF THE PLEDGE**

At the end of the Security Period, the Pledgee shall as soon as reasonably practicable, at the request and cost of the Pledgor, take whatever action is necessary to release the Shares from this Pledge Agreement without recourse to, or any representation or warranty by, the Pledgee or any of its delegates or sub-delegates and inform the Company of such release and instruct it to record the release of the Pledge in the Company's share register.

## **11. LIABILITY**

Neither the Pledgee nor any of its agents shall be liable for any damages, costs or losses arising in connection with the exercise of any of its rights, powers and discretions (including without limitation its rights, powers and discretions in connection with the enforcement of the Pledge) hereunder save for any liability arising from the gross negligence (*faute lourde*) or wilful misconduct (*faute intentionnelle/dol*) of the Pledgee or its agents respectively.

## **12. DELEGATION BY THE PLEDGEE**

- (a) The Pledgee or any person appointed by the Pledgee may at any time and from time to time delegate by power of attorney or in any other manner to any person or persons all or any of the powers, authorities and discretions which are for the time being exercisable by the Pledgee under this Pledge Agreement in relation to the Shares.
- (b) Any such delegation may be made upon such terms (including the power to sub-delegate) and subject to such restrictions as the Pledgee or such person appointed by the Pledgee may

think fit. The Pledgee shall as soon as practicable inform the Pledgor of the identity of the person appointed pursuant to this Clause 12.

- (c) The Pledgee shall not be in any way liable or responsible to the Pledgor for any loss or damage arising from any act, default, omission or misconduct on the part of any such delegate or sub-delegate except in the case of the Pledgee's gross negligence (*faute lourde*) or wilful misconduct (*faute intentionnelle/dol*).

### 13. POWERS OF ATTORNEY

- (a) Each of the Pledgor and the Company hereby, in order to fully secure the performance of its obligations hereunder, irrevocably appoints the Pledgee and every person appointed by the Pledgee hereunder to be its attorney (*mandataire*) acting severally, and on its behalf and in its name or otherwise, to execute and do all such acts and things which the Pledgor or the Company is required to do under the provisions of this Pledge Agreement (including, without limitation, to make any demand upon or to give any notice or receipt to the Company or any other person), it being understood that the Pledgee and every person appointed by the Pledgee hereunder shall only be able to exercise this power of attorney acting reasonably before the occurrence of an Enforcement Event and in its absolute discretion following the occurrence of an Enforcement Event.
- (b) The Parties agree in accordance with article 2003 of the Luxembourg civil code that the powers of attorney granted pursuant to this Clause 13 do not terminate upon the occurrence of bankruptcy (*faillite*) or similar Luxembourg or foreign law proceedings affecting the rights of creditors generally in respect of the Pledgor or the Company.

### 14. NOTICES

All notices or other communications under this Pledge Agreement shall be sent in accordance with Clause 26 of the Intercreditor Agreement:

- (a) to the Pledgor in the English language at:

STEINHOFF UK HOLDINGS LIMITED

Address: Fifth Floor, Festival House

Jessop Avenue, Gloucestershire, GL50 3SHCheltenham, United Kingdom

Attention: John Robins

E-mail: John.Robins@steinhoff.co.uk

Fax number: 01242 587 181

Phone number: 01242 586 364

or to such other address or addresses as the Pledgor may from time to time notify to the Pledgee and the Company for such purpose in writing;

- (b) to the Pledgee in the English language at:

LUCID TRUSTEE SERVICES LIMITED

Address: 6th Floor, No. 1 Building 1-5

London Wall Buildings, London Wall

London, EC2M 5PG

United Kingdom

Attention: Transaction Management

E-mail: deals@lucid-ats.com

Fax number: +44 2030024691

or to such other address or addresses as the Pledgee may from time to time notify to the Pledgor and the Company for such purpose in writing;

(c) to the Company in the English language at:

RETAIL HOLDINGS S.À R.L.

Address: 56, rue Charles Martel

L-2134 Luxembourg

Grand Duchy of Luxembourg

Attention: Caroline Farine

With a copy to:

LUCID TRUSTEE SERVICES LIMITED

Address: 6th Floor, No. 1 Building 1-5

London Wall Buildings, London Wall

London, EC2M 5PG

United Kingdom

Attention: Transaction Management

E-mail: deals@lucid-ats.com

Fax number: +44 2030024691

or to such other address or addresses as the Company may from time to time notify to the Pledgor and the Pledgee for such purpose in writing.

## **15. COUNTERPARTS**

This Pledge Agreement may be executed in any number of counterparts. This has the same effect as if the signatures on the counterparts were on a single copy of the Pledge Agreement.

**16. GOVERNING LAW AND JURISDICTION**

- (a) This Pledge Agreement is governed by, and shall be construed in accordance with, Luxembourg law.
- (b) Any dispute arising in connection with this Pledge Agreement shall be submitted to the courts of the district of Luxembourg-City.
- (c) Nothing in this Clause 16 limits the right of the Pledgee to bring proceedings against any other Party in any other court of competent jurisdiction or concurrently in more than one jurisdiction to the extent permitted by applicable law.

*[Reminder of the page intentionally left blank – signature page to follow]*

## SIGNATORIES

The Pledgor

**STEINHOFF UK HOLDINGS LIMITED**



Name: Neil Brown

Title: Director

The Pledgee

**LUCID TRUSTEE SERVICES LIMITED**



Name: Christopher Eastlake  
Title: Authorised Signatory



The Company

RETAIL HOLDINGS S.À R.L.



Name: *Charl Brand*

Title: *Manager*